



CITY OF MIDWEST CITY MEETINGS FOR JULY 25, 2023

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

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

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

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

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

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

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



CITY OF MIDWEST CITY COUNCIL AGENDA

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

July 25, 2023 – 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 Sara Bana

City Clerk Sara Hancock

Ward 3 Vacant

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 Ward 4 Sean Reed
- 🇺🇸 Mayoral Proclamations: Retirees: Police Captain Roger Ross and Sr. Firefighter Jeffrey Hughes
- 🇺🇸 Community-related announcements and comments

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of appointing former Ward 3 Council person, Rick Dawkins, to replace Megan Bain, who has resigned, as the Ward 3 Council member until a new City Council Member can be sworn in, which will occur in April of 2024. (City Manager - T. Lyon)

D. SWEARING-IN CEREMONY.

1. Swearing in of the temporary Ward 3 Council member.

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

1. Discussion, consideration, and possible action of approving the June 27, 2023 minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Workers Comp Fund, expenditures/Transfers Out (29) \$112,816. Risk Fund, revenue/Transfers In (00) \$112,816; expenditures/Risk (29) \$112,816. Grants/Housing Activities Fund, revenue /Intergovernmental (37) \$245,000; expenditures (37) \$250,000. Reimbursed Projects Fund, expenditures/Community Development (05) \$3,273; revenue/Intergovernmental (09) \$58,270; expenditures/Neighborhood Services (15) \$360; expenditures/Housing (37) \$60,000; revenue/Intergovernmental (39) \$1,160,265; expenditures/Grants Management (37) \$892,067; expenditures/Fire (64) \$1,720; expenditures/Economic (87) \$49,443. Reimbursed Projects Fund, revenue/Transfers In (05) \$7,443. (Finance - T. Cromar)

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: General Fund, expenditures/Swimming Pools (19) \$37,038. Hotel-Motel Tax Fund, revenues/Taxes (00) \$1,307; expenditures/Transfers Out (87) \$1,307. Park & Recreation Fund, revenues/Transfers In (00) \$183. Conv/Visitors Bureau Fund, revenues/Transfers IN (00) \$731. MWC Welcome Center Fund, revenues/Transfers In (00) \$393. Municipal Court Fund, revenues/Investment Interest (00) \$194; expenditures/Transfers Out (00) \$194. General Fund, revenues/Transfers In (00) \$194. G. O. Debt Services Fund, revenues/Investment Interest (00) \$189; expenditures/Transfers Out (00) \$189. 2018 Election GO Bonds Fund, revenues/Transfers In (00) \$189. (Finance - T. Cromar)
4. Discussion, consideration and possible action of approving a resolution to notify the public of the publication of the most recent supplement, Supplement 18, dated June 2023 to the Midwest City Code of Ordinances and to ratify all previous supplements and codifications. (City Clerk - S. Hancock)
5. Discussion, consideration and possible action of approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budgets for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments cancelled at the close of day June 30, 2023. (Finance - T. Cromar)
6. Discussion, consideration, and possible action regarding the approval of a Medical Retirement Application made by Employee 2562 through the Oklahoma Municipal Retirement Fund (OkMRF). (Human Resources - T. Bradley)
7. Discussion, consideration and possible action of accepting a report from the Midwest City Urban Renewal Authority for Fiscal Year 2022 - 2023. (Economic Development - R. Coleman)
8. Discussion, consideration, and possible action of approving the purchase of Microsoft licensing with Softchoice Corporation, which holds the Oklahoma Statewide Contract for Microsoft Software Products/Services # SW1079, in the amount of \$136,242. (Information Technology - A. Stephenson)
9. Discussion, consideration, and possible action of entering into an agreement with Psycho Taco OKC, LLC to lease 2425 S Douglas Boulevard for \$1600 per month. (Economic Development - R. Coleman)
10. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230351 from the State Department of Environmental Quality for the Hidden Creek 9-hole golf course located at 3210 Belaire Drive, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)

11. Discussion, consideration, and possible action of approving Change Order #02 for - \$3,370.70 with Oklahoma Department of Transportation for TAP-255D(326)AG, State Job Number 31433(04), Midwest City Elementary School Connector Trail. (Engineering & Construction Services - B. Bundy)
12. Discussion, consideration, and possible action of approving Change Order #03 with the Oklahoma Department of Transportation for TAP-255D(510)AG, State Job Number 33269(04), Rail with Trail for \$0.00. (Engineering & Construction Services - B. Bundy)
13. Discussion, consideration, and possible action of the granting of a Permanent Easement covering a sanitary sewer extension to the City of Oklahoma City for the Midwest City Sports Complex located at 9300 S.E. 29th Street located in the corporate limits of the City of Oklahoma City. (Engineering & Construction Service, P. Menefee)
14. Discussion, consideration, and possible action of the revision of Ordinance 3482 and Resolution 2022-10 concerning an error in the legal description outlining PC-2113's rezoning boundary for the proposed S.E. 29th Street Apartments located at 9309 S.E. 29th Street located in the corporate limits of the City of Midwest City. (Engineering & Construction Services - P. Menefee)
15. Discussion, consideration, and possible action of approving a resolution to 1) establish a new Midwest City Arts Council for the purpose of enhancing our cultural diversity and talent by stimulating public interest in the arts, promoting knowledge and appreciation of different expressions of art forms, and supporting Midwest City artists; and 2) establishing membership; and 3) establishing staggering terms. (City Manager - T. Lyon)
16. Discussion, consideration, and possible action of approving a resolution to 1) establishing a Midwest City Historical Society dedicated to preserving, collecting, researching, and interpreting historical information or items regarding Midwest City as a way to help future generations understand their heritage; 2) establishing membership; and 3) establishing staggering terms. (City Manager - T. Lyon)
17. Discussion, consideration, and possible action of reappointing Jack Fry and Sherry Beard to the Urban Renewal Authority for a three-year term ending July 31, 2026. (City Manager - T. Lyon)
18. Discussion, consideration and possible action of reappointing Tammy Pote, Ward 2; Scott Young, Ward 4; and Elaine Winterink, Ward 6 to the Citizens' Advisory Committee on Housing and Community Development for additional four-year terms ending August 12, 2027. (Grants Management - T. Craft)
19. Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

C. DISCUSSION ITEMS CONTINUED.

2. Discussion, consideration, and possible action of accepting the Plan Report for the Eastside Sanitary Sewer Study from Freese and Nichols Inc. (Engineering & Construction Services - B. Bundy)
3. Discussion, consideration, and possible action of approving Amendment #2 for Professional Services with Freese and Nichols, Inc. in the amount of \$71,776 to provide services in support of the Eastside Sanitary Sewer Study. (Engineering & Construction Services - B. Bundy)
4. (PC-2149) Public hearing, discussion, consideration, and possible action of approval of the Replat of all of Lots 3 & 4 in Block 1 of Friendly Acres Addition, being more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma County, Oklahoma. (Community Development- E. Richey)
5. (PC-2142) Public hearing, discussion, consideration, and possible action of a resolution for a Special Use Permit to allow for the use of a Group Care Facility as defined in 4.31.14. found in the City of Midwest City's Code of Ordinances for the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 106 W. Michael Drive, Midwest City, OK. (Community Development - E. Richey)
6. (PC-2143) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from C-3, Community Commercial District to C-3, Community Commercial District with a Special Use Permit to allow for the use of a Drinking Establishment: Sit-Down, Alcoholic Beverages Permitted as defined in 4.4.22. found in the City of Midwest City's Code of Ordinances, and a resolution to amend the Comprehensive Plan from OR, Office/Retail to COM, Commercial for the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 7901 NE 10th Street Suite A209, Midwest City, Oklahoma 73110. (Community Development - E. Richey)
7. (PC-2144) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Single-Family Detached Residential District ("R-6") to Manufactured Home Park District ("R-MH-2") and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential ("SFD) to Manufactured Home ("MH"), for the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma 73110. (Community Development - E. Richey)

8. (PC-2145) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development (“PUD”) governed by Medium Density Residential District (“R-MD”) to Community Commercial District (“C-3”); and consideration for a resolution to amend the Comprehensive Plan from Office/Retail (“OR”) to Commercial (“COM”), for the property described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING. (Community Development - E. Richey)
9. (PC-2146) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Glenhaven described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two West of the Indian Meridian in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING. (Community Development- E. Richey)
10. (PC-2147) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Urban Edge for the property described as the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, also addressed as 8610 - 8620 - 8700 E. Main St., Midwest City, OK 73130. (Community Development- E. Richey)
11. (PC-2148) Public hearing, discussion, consideration, and possible action of approval of the Final Plat of 29th & Douglas Apartments described as a tract of land being a part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma. (Community Development- E. Richey)

12. (PC-2150) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Community Commercial District (“C-3”) to Medium-Density Residential (“R-MD”) and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Medium-Density Residential (“MDR”) For the property described as a part of the Southwest Quarter (SW ¼) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 227 W. Fairchild Dr., Midwest City, Oklahoma 73110. (Community Development- E. Richey)
13. Discussion, consideration, and possible action of an ordinance repealing and placing into reserve Midwest City Municipal Code, Chapter 4, Air Pollution, Article I, In General, Sections 4-1 through 4-21, Article II, Variances, 4-31 through 4-34 and 4-41 through 4-46; and providing for repealer and severability. (D. Maisch – City Attorney)
14. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 5 Alcoholic Beverages, Article IV, Occupational Tax, Sections 5-124, Application for certificate of compliance; Investigation, 5-125, Issuance of certificate of zoning and certificate of compliance; and providing for repealer and severability. (D. Maisch – City Attorney)
15. Discussion, consideration, and possible action of amending Midwest City Municipal Code, Chapter 7 Amusements, Article IV, Circuses and Carnivals, Section 7-51, Health regulations; and providing for repealer and severability. (D. Maisch – City Attorney)
16. Discussion, consideration, and possible action of amending Midwest City Municipal Code, Chapter 9, Building and Building Regulations, Article III, Building Code, Section 9-34, Code Amended, Paragraph 118.0, Certificate of Occupancy; and providing for repealer and severability. (D. Maisch – City Attorney)
17. Discussion, consideration, and possible action of amending an ordinance of the Midwest City Municipal Code, Chapter 15 Fire Protection and Prevention, Article IV, Opening Burning, Section 15-109, Commercial open burning; and providing for repealer and severability. (D. Maisch – City Attorney)
18. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 16 Food and Food Handlers, Article I, In General, Sections 16-2, Food service sanitation manual; 16-5, Sanitary regulations for factories; and Section 16-6, Sterilizing equipment required; providing repealer and severability. (D. Maisch – City Attorney)
19. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-2, Permit, authority for commercial haulers; Section 18-3, Compliance with landfill regulations; creating hazards; Article II, Municipal Collection and Disposal Service, Section 18-26, Sanitation containers at commercial establishments; and providing for repealer and severability. (D. Maisch – City Attorney)

20. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 19, Health and Sanitation; repealing and placing into reserve Section 19-1, Health Department; and providing for repealer and severability. (D. Maisch – City Attorney)
21. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article I, In General, Section 23-1, Definitions; Section 23-3, Notice of violations; Section 23-5, Reinspection of conditions; Section 23-6, Inspection of parks authorized; Section 23-9, Written order to be given after hearing; Section 23-11, Hearing authorized when permit denied, suspended, etc.; Section 23-12, Health or inspection officer may take immediate action when emergency exists; Article II, Licenses and Permits, Section 23-25, Application; Section 23-31, Renewal applications; contents; Article IV, Manufactured Home and Travel Trailer Park Regulations, Division I, Generally, Section 23-93, Wrecked or Damaged Homes not to be kept in Parks; and providing for repealer and severability. (D. Maisch – City Attorney)
22. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article III, Massage, Division 1, In General, Section 31-105, Approval or denial; Division 2, Massage Establishment License, Section 31-113, Facilities and equipment; Division 3, Massage Therapist License, Section 31-131, Application; Division 4, Operating Requirements, Section 31-152, Requirements for cubicles, booth, etc.; and providing for repealer and severability. (D. Maisch – City Attorney)
23. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article I, In General, Section 32-3, Exceptions for veterans and nonprofit organizations; Section 32-4, Duty of police to enforce; Section 32-5, Loud noises and speaking devices; Article II, Permit, Section 32-21, Required, Section 32-25, Fees; health certificates; Article III, Foodstuffs, Section 32-51, Inspections by health department; Section 32-52, Condemning unwholesome food; Article V, Special Events, Section 32-83, Special events defined; Section 32-88, Exemptions; Section 32-95, Health regulations; and providing for repealer and severability. (D. Maisch – City Attorney)
24. Discussion, consideration, and possible action of approving the annual review of the water meter schedule of fees as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc. (Public Works - R. Paul Streets)
25. Discussion, consideration, and possible action of approving amendments to the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-17, Elected Official Accountability Act and Ethics Policy; and providing for repealer, severability and emergency. (City Attorney – D. Maisch)
26. Public hearing with discussion, consideration, and possible action regarding an appeal filed by the owner of the property located at 1905 Albert Drive for the notice and order for “Tall Grass and Weeds”. (Neighborhood Services - M. Stroh)

- F. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the 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.
- G. EXECUTIVE SESSION.
1. Discussion, consideration, and possible action to enter into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body when the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest and authorizing the City Manager to take action as appropriate based on discussion regarding Resolution 2023-12 that declared buildings 401A, 401B, 403, 405, 407, 409, 411, 413, 415, 433, 437, and 439 located at 1200 N Air Depot Blvd as dilapidated. (City Manager - T. Lyon)
- H. FURTHER INFORMATION.
1. Review of the City Manager's Report for the month of June 2023. (Finance - T. Cromar)
 2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for June 2023. (Human Resources - T. Bradley)
 3. Review of the May 2, 2023 Planning Commission Meeting Minutes. (Community Development - E. Richey)
 4. Monthly Residential and Commercial Building report for June 2023 Building Report. (Engineering & Construction Services—B. Bundy)
 5. Code Enforcement report for June of 2023 and for year of 2023. (Neighborhood Services - M. Stroh)
- I. ADJOURNMENT.



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

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: July 25, 2023

Subject: Discussion, consideration, and possible action of appointing former Ward 3 Council person, Rick Dawkins, to replace Megan Bain, who has resigned, as the Ward 3 Council member until a new City Council Member can be sworn in, which will occur in April of 2024.

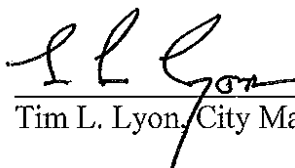
Megan Bain, Ward 3 City Council Member submitted her resignation from the Ward 3 City Council position on or about June 23, 2023. The resignation was accepted by the Mayor of the City of Midwest City.

Upon the resignation of a member of the City Council, the City Council shall appoint, by majority vote, a person, who meets all other qualifications, to specially serve in the position until an election can be held, see, Title 11 of the Oklahoma Statutes, Section 8-109 and Article II, Section 8 of the City Charter.

The Mayor requested the City Council to provide names of individuals to be considered for the special appointment. Two individuals, Rick Dawkins and Rita Maxwell have been the names provided. Following the process used in the past the Mayor interviewed both individuals. The Mayor has requested that Mr. Rick Dawkins be nominated to replace Ms. Bain as the Ward 3 City Council Member until an election can be held and a new City Council Member be sworn in to complete the unexpired term of Ms. Bain.

Mr. Dawkins has volunteered and served on various boards and commissions for the betterment of the City of Midwest City for many years including his eight years as the Ward 3 Council member with one year as the Vice-Mayor.

We have verified that Mr. Dawkins meets all Charter qualifications, per Article II, Section 2. Furthermore, Mr. Dawkins has agreed to resign from his current position on the Planning Commission, if appointed back to the City Council/Authorities. Finally, Mr. Dawkins has agreed to not run for the Ward 3 City Council position when the election occurs.



Tim L. Lyon, City Manager

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).

City of Midwest City Council Minutes

June 27, 2023

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

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

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

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan led the Invocation. The Pledge of Allegiance was led by Liam Hayes. The Mayor presented the following proclamations: Lakes Appreciation Month and Pride Month Oklahoma. The Oklahoma Fire Chief Association Representatives Kent Lagaly and Craig Carruth presented Chief Bert Norton with the J. Ray Pence Chief Officer Leadership Award. Lyon and Councilperson Bana made community-related announcements and comments.

*Bana arrived at 6:03 PM / left horseshoe, remained in Chambers and returned at 6:04 PM.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with exception to Item 22, seconded by Reed. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration, and possible action of approving the June 9, 2023 special meeting minutes.
2. Discussion, consideration and possible action of approving the June 13, 2023 meeting minutes.
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: General Government Sales Tax Fund, revenue/Transfers In (00) \$9,000; expenditures/Finance (08) \$9,000. Police Federal Projects Fund, expenditures/Transfers Out (62) \$240. Police Fund, revenue/Transfers In (00) \$240. General Fund, revenue/Transfers In (00) \$1,167,257; expenditures/Transfers Out (00) \$3,550,605. Police Department Fund, revenue/Transfers In (00) \$1,327,972. Fire Department Fund, revenue/Transfers In (00)\$1,055,376. Hotel-Motel Fund, expenditures/Transfers Out (00) \$138,612. Park & Recreation Fund, revenue/Transfers In (00) \$19,406. Conv/Visitors Bureau, revenue/Transfers In (00) \$77,623. MWC Welcome Center Fund, revenue/Transfers In (1) \$41,583. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$941,613. Capital Improvements Fund, revenue/Transfers In (00) \$315,861. Court Bonds Fund, revenue/Investment Interest (00) \$1,224; expenditures/Transfers Out (00) \$1,224. General Fund, revenue/Transfers In (00) \$1,224. G.O. Bonds Fund, expenditures /Transfers Out (00) \$50,000. 2018 Election G.O. Bond Fund, revenue/Transfers In (00) \$50,000. General Fund, expenditures/ Emergency Response Ctr (18) \$10,000; expenditures/Pool (19) \$37,152; expenditures /Senior Center (55) \$5,000. Street Lighting Fee Fund, expenditures/General Gov't (14) \$80,000. Reimbursed Projects Fund, expenditures/General Gov't (14) \$10,000. Activity Fund, expenditures/Baseball-Softball (78) \$3,800. Hotel-Motel Tax Fund, revenue/Taxes (00) \$138,612. L&H Benefits Fund, expenditures/Personnel Department (03) \$604,630.
4. Discussion, consideration, and possible action regarding the renewal of the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2022, through June 30, 2024.

5. Discussion, consideration, and possible action regarding the renewal of the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2022, through June 30, 2025.
6. Discussion, consideration, and possible action 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 fiscal year 2023-2024 for the amount of \$42,000 per year with no changes from the current contract and the proposed contract.
7. Discussion, consideration, and possible action of renewing an excess general liability insurance policy with States Self-Insurers Risk Retention Group, Inc. for fiscal year 2023-2024 at an annual cost of \$142,470 with a self-insured retention of \$1,000,000. Policy limits are \$2,000,000 per occurrence with a \$5,000,000 aggregate.
8. Discussion, consideration, and possible action of renewing a property insurance policy with a \$10,000 deductible, including wind and hail for the premium rate of \$349,456 for fiscal year 2023-2024 with Oklahoma Municipal Assurance Group (OMAG).
9. Discussion, consideration, and possible action of purchasing an excess workers compensation policy with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for fiscal year 2023-2024 at an annual cost of \$161,807 with a self-insured retention of \$750,000 per claim for Police and Fire, and \$450,000 for all other employees.
10. Discussion, consideration, and possible action of purchasing a general liability policy, and renewing our auto liability and auto/equipment physical damage policy with Oklahoma Municipal Assurance Group (OMAG). The general liability policy has an annual premium of \$381,137, with a \$25,000 deductible per occurrence for sanitary sewer overflows, personal injury, and errors and omissions. The auto and equipment policy has a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$179,401 for fiscal year 2023-2024.
11. Discussion, consideration and possible action of approving an amendment to Task Order #4 for Design Services for the Multipurpose Sports Complex - Phase II parking lot, maintenance building, and concession building at an additional cost of \$3,885.00, with the total task order cost of \$89,385.00.
12. Discussion, consideration, and possible action to approve and adopt the City's Emergency Operations Plan for 2023-24.
13. Discussion, consideration, and possible action concerning the renewing of contracts without modifications for FY 2023-2024 with Azteca Systems, LLC for Cityworks maintenance in the amount of \$173,040.00; Tyler Technologies for software maintenance for Police, 911, and Court in an amount of \$195,475.36; and Central Square for Naviline maintenance in the amount of \$115,874.64.
14. Discussion, consideration and possible action regarding Resolution 2023-17 to renew the Sales Tax Agreement required for Capital Improvement Revenue bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2023-2024.
15. Discussion, consideration, and possible action of accepting fourteen (14) grants of Temporary Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in the Sections 2 and 11, Township 11N, Range 2W; and Sections 34 and 35 Township 12N, Range 2W of the Indian Meridian, Oklahoma County, Oklahoma.

16. Discussion, consideration, and possible action of granting two (2) 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 Section 35, Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
17. Discussion, consideration, and possible action of accepting a Permanent Easement from the Rose State College Foundation, Inc, across their land located within the corporate boundaries of Midwest City in Sections 34, Township 12N, Range 2W; of the Indian Meridian, Oklahoma County, Oklahoma. Parcel is commonly known as location of Atkinson Heritage Center, 1001 N Midwest Blvd.
18. Discussion, consideration, and possible action of change order #05 amending the contract with Downey Contracting, LLC to construct the Midwest City Council Chambers COVID and ADA retrofit increasing it by \$1,484.03 with 53 additional days for Council Chamber, 133 additional days for Court Bathroom, and 24 additional days for the Basement Bathroom.
19. Discussion, consideration, and possible action of renewing the attached list of contracts for the Engineering and Construction Services Department for FY 23-24.
20. Discussion, consideration, and possible action of renewing a contract, without modification, for FY 23-24 Midstate Traffic Control, Inc. for traffic signal maintenance.
21. Discussion, consideration and possible action of renewing the utility bill production agreement with Dataprose, LLC contract, without modifications for FY 23-24.
23. Discussion, consideration, and possible action of declaring (2) Chevrolet Caprices and a (4) Chevrolet Impalas and their contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
22. **Discussion, consideration, and possible action of reappointing Chris Clark and appointing Kahle Wilson to three-year terms for the City of Midwest City Building Advisory Board.**

Bundy and Maisch addressed the council. After discussion, Reed made a motion to accept the reappointment of Clark and appointment of Wilson, seconded by Eads. Voting Aye: Eads, Byrne, Reed, Favors, and Dukes. Nay: Bana. Motion Carried.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action regarding a 3.0 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2023.**

Lyon and Maisch addressed the council. After discussion, Eads made a motion to approve, seconded by Bana. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

2. **Discussion, consideration, and possible action of signing and executing the School Resource Officer Mutual Cooperation Agreement with the Mid-Del School System for the time period of July 1, 2023 – June 30, 2024. Mid-Del School System will pay the City the amount of \$169,884.04 for the term of the contract.**

Reed made a motion to approve, seconded by Bana. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

3. Discussion, consideration, and possible action of passing and approving the amended Resolution 2023-10 and Proclamation of the City of Midwest City, Oklahoma, authorizing the calling and holding of a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, September 12, 2023 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, the question for their approval or rejection of approving Ordinance No. 3514 relating to the excise tax.

Eads made a motion to approve, seconded by Reed. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

The following people addressed the council: Richard Hample of 409 W Silverwood, Apt 106; Nanette Cummings of 1217 Alan Ln.; LaiJonna Hollins of 405 W Silverwood Dr.; Joel Simmons of 230 E Kittyhawk Dr.; and Melanie Fish of 1600 Melinda Ln.

*Reed left seat at 6:37PM / returned at 6:37PM.

At 6:51 PM Reed made a motion to recess, seconded by Eads. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

At 7:12 PM Reed made a motion to reconvene, seconded by Eads. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

EXECUTIVE SESSION.

- 1. Discussion, consideration, and possible action to enter into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body when the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest and authorizing the City\Manager to take action as appropriate based on discussion regarding 1) Resolution 2023-12 that declared buildings 401A, 401B, 403, 405, 407, 409, 411, 413, 415, 433, 437, and 439 located at 1200 N Air Depot Blvd as dilapidated; and 2) the legal opinion of outside counsel regarding contractual issues.**

At 7:13 PM Eads made a motion to enter into Executive Session, seconded by Reed. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

*At 8:03 PM the Mayor left and returned at 8:06 PM.

*At 8:14 PM Byrne left and returned at 8:17 PM.

At 8:55 PM recess was taken / returned at 9:03 PM.

At 9:35 PM Reed made a motion to return to open session, seconded by Byrne. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

Eads made a motion to proceed as discussed, seconded by Byrne. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

ADJOURNMENT. There was no further business, Mayor Dukes adjourned the meeting at 9:35 PM.

ATTEST:

MATTHEW D DUKES II, Mayor

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 Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 25, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Workers Comp Fund, expenditures/Transfers Out (29) \$112,816. Risk Fund, revenue/Transfers In (00) \$112,816; expenditures/Risk (29) \$112,816. Grants/Housing Activities Fund, revenue/Intergovernmental (37) \$245,000; expenditures (37) \$250,000. Reimbursed Projects Fund, expenditures/Community Development (05) \$3,273; revenue/Intergovernmental (09) \$58,270; expenditures/Neighborhood Services (15) \$360; expenditures/Housing (37) \$60,000; revenue/Intergovernmental (39) \$1,160,265; expenditures/Grants Management (37) \$892,067; expenditures/Fire (64) \$1,720; expenditures/Economic (87) \$49,443. Reimbursed Projects Fund, revenue/Transfers In (05) \$7,443.

The first and second supplements are needed to budget transfer from Workers Comp Fund to Risk Fund to pay for increased cost of general liability insurance. The third supplement is needed to roll forward remaining balance in Homebuyers Assistance Grants from fiscal year 2022-2023 to current fiscal year. The fourth supplement is needed to roll forward remaining budget in Reimbursed Projects Fund from fiscal year 2022-2023 to current fiscal year. The fifth supplement is needed to budget transfer in from Street Tax and Capital Improvements Funds to reimburse Reimbursed Projects Fund for expenses paid related to Trails Wayfinding Signage Project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 25, 2023

Fund WORKERS COMP (204)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
29	Transfers Out			112,816	
		0	0	112,816	0

Explanation:
To budget transfer out to Risk Fund to pay for increased cost of general liability insurance. Funding to come from fund balance.

Fund RISK (202)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers In	112,816			
29	Risk			112,816	
		112,816	0	112,816	0

Explanation:
To budget transfer in from Workers Comp Fund to pay for increased cost of general liability insurance.

Fund GRANTS/HOUSING ACTIVITIES (142)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
37	Intergovernmental	245,000			
37	Housing			250,000	
		245,000	0	250,000	0

Explanation:
To roll forward remaining balance in Homebuyers Assistance Grants from fiscal year 2022-2023 to fiscal year 2023-2024.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
5	Community Development			3,273	
9	Intergovernmental	58,270			
15	Neighborhood Services			360	
37	Housing			60,000	
39	Intergovernmental	1,160,265			
39	Grants Management			892,067	
64	Fire			1,720	
87	Economic			49,443	
		1,218,535	0	1,006,863	0

Explanation:
To roll forward remaining budget in Reimbursed Projects Fund from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

July 25, 2023

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
5	Transfers In	7,443			
		<u>7,443</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To budget transfer in from Street Tax and Capital Improvements Funds to reimburse for expenses paid related to Trails Wayfinding Signage Project.



Finance Department
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Office: 405-739-1245
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TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 25, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: General Fund, expenditures/Swimming Pools (19) \$37,038. Hotel-Motel Tax Fund, revenues/Taxes (00) \$1,307; expenditures/Transfers Out (87) \$1,307. Park & Recreation Fund, revenues/Transfers In (00) \$183. Conv/Visitors Bureau Fund, revenues/Transfers IN (00) \$731. MWC Welcome Center Fund, revenues/Transfers In (00) \$393. Municipal Court Fund, revenues/Investment Interest (00) \$194; expenditures/Transfers Out (00) \$194. General Fund, revenues/Transfers In (00) \$194. G. O. Debt Services Fund, revenues/Investment Interest (00) \$189; expenditures/Transfers Out (00) \$189. 2018 Election GO Bonds Fund, revenues/Transfers In (00) \$189.

The first supplement is needed to budget for the expenditures to end FY 22-23. The second through fifth supplements are needed to budget the revenue, transfer out and transfer in for the Hotel-Motel Taxes received to end FY 22-23. The sixth and seventh supplement is needed to budget the revenue, transfer out and transfer in for the Municipal Court Investment Interest received to end FY 22-23. The eighth and ninth supplement is needed to budget the revenue, transfer out and transfer in for the G. O. Debt Services Investment Interest received to end FY 22-23.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 25, 2023

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
19	Swimming Pools			37,038	
		<u>0</u>	<u>0</u>	<u>37,038</u>	<u>0</u>
Explanation: This supplement is to budget for the expenditures to end FY 22-23. Funding to come from fund balance.					

Fund HOTEL-MOTEL TAX (225)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Taxes	1,307			
87	Transfer Out			1,307	
		<u>1,307</u>	<u>0</u>	<u>1,307</u>	<u>0</u>
Explanation: This supplement is to budget the revenue and transfers out from the Hotel-Motel Tax to end FY 22-23 expenditures.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	183			
		<u>183</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: This supplement is to budget the transfer in from the Hotel-Motel Tax to end FY 22-23 expenditures.					

Fund CONV/VISITORS BUREAU (046)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	731			
		<u>731</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: This supplement is to budget the transfer in from the Hotel-Motel Tax to end FY 22-23 expenditures.					

SUPPLEMENTS

July 25, 2023

Fund MWC WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers In	393			
		<u>393</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation:					
This supplement is to budget the transfer in from the Hotel-Motel Tax to end FY 22-23 expenditures.					

Fund MUNICIPAL COURT (235)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Investment Interest	194			
00	Transfer Out			194	
		<u>194</u>	<u>0</u>	<u>194</u>	<u>0</u>
Explanation:					
This supplement is to budget the revenue and transfers out from Municipal Court to end FY 22-23 expenditures.					

Fund GENERAL FUND (010)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Transfers In	194			
		<u>194</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation:					
This supplement is to budget the transfer in from Municipal Court to end FY 22-23 expenditures.					

Fund G. O. DEBT SERVICES (350)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Investment Interest	189			
00	Transfers Out			189	
		<u>189</u>	<u>0</u>	<u>189</u>	<u>0</u>
Explanation:					
This supplement is to budget the revenue and transfers out from G. O. Debt Services to end FY 22-23 expenditures.					

SUPPLEMENTS

July 25, 2023

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	189			
		<u>189</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
This supplement is to budget the transfer in from the G. O. Debt Services to end FY 22-23 expenditures.



Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: July 25, 2023

SUBJECT: Discussion and consideration and possible action of approving a resolution, to notify the public of publication of the most recent supplement, Supplement 18, dated June 2023 to the Midwest City Code of Ordinances and to ratify all other previous supplements and codifications.

The approval of the resolution is necessary to notify the public of Supplement 18 of penal ordinances of the Midwest City Code of Ordinances in compliance with title 11 of the Oklahoma Statutes, section 14-110 and to ratify all other previous supplements and codifications. As required by state statutes, this resolution shall be filed in the office of the county clerk of Oklahoma County upon its adoption.

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO NOTIFY THE PUBLIC OF THE PUBLICATION OF THE MOST RECENT SUPPLEMENT, SUPPLEMENT 18, DATED JUNE 2023; TO THE MIDWEST CITY CODE OF ORDINANCES AND TO RATIFY ALL PREVIOUS SUPPLEMENTS AND CODIFICATIONS.

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

WHEREAS, the most recent supplement, Supplement 18, dated June 2023, and to the Midwest City Code of Ordinances has been published and a copy of the Code is available for public inspection in the office of the City Clerk; and

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

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

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 25, 2023

SUBJECT: Discussion, consideration and possible action of approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budgets for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments cancelled at the close of day June 30, 2023.

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, 2023, rather than waiting until September 30, 2023. This process which is allowed by statute will provide for these amounts to be available for supplemental appropriation into fiscal year 2023-2024. It is the Finance Department's recommendation to lapse the encumbrances for fiscal year 2022-2023. The lapsed encumbrances are then to be renewed effective July 1, 2023 and funded through available fund balance.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING FOR THE CITY OF MIDWEST CITY, OKLAHOMA TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2023 TO BE MADE AVAILABLE FOR FISCAL YEAR 2023-2024; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2023-2024 TO INCLUDE THE RE-LEASED APPROPRIATIONS FROM THE FISCAL YEAR 2022-2023 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2023, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2023.

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, 2023 as payable from FY 2022-2023 appropriations, renew those same commitments effective July 1, 2023, and provide supplemental appropriations necessary for those renewed commitments to be charged against appropriations for the FY 2023-2024 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, 2023, rather than waiting until September 30, 2023, 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, 2023, formerly lawfully charged against and payable from FY 2022-2023 appropriations, are hereby cancelled and renewed effective July 1, 2023, to be charged against and payable from additional FY 2023-2024 fiscal year appropriations to be provided through supplemental appropriation on July 1, 2023.

SECTION 2. Any remaining unexpended appropriations within each fund at the close of day June 30, 2023, are considered lapsed, no longer a credit for that fiscal year, and are released. Those released appropriations from FY 2022-2023 shall be and are hereby deemed supplemental appropriations for the 2023-2024 fiscal year effective July 1, 2023. The FY 2023-2024 budgets are hereby amended to reflect the inclusion of those supplemental appropriations.

General Fund (010):	
Departments-Divisions:	
Personnel Department (010-0310)	\$ 1,713
City Attorney (010-0410)	\$ 42
Community Development (010-0510)	\$ 18,074
Park & Recreation (010-0610)	\$ 663
Finance (010-0810)	\$ 1,102
Street (010-0910)	\$ 36,696
Animal Welfare (010-1010)	\$ 3,157
Municipal Court (010-1210)	\$ 1,605

Neighborhood Services (010-1510/30)	\$ 7,509
Information Technology (010-1610)	\$ 25,046
Emergency Management (010-1810)	\$ 3,443
Swimming Pools (010-1910)	\$ 1,372
Communications (010-2010)	\$ 22,326
Engineering & Const Svcs (010-2410)	\$ 30,976
Senior Center (010-5500)	\$ 102
Police Fund (020-6210):	\$ 163,328
Fire Fund (040-64/10-20):	\$ 34,396

Special Revenue:

General Government Sales Tax (009):	
City Manager (009-0110)	\$ 16,233
Community Development (009-0510)	\$ 19,732
Finance (009-0810)	\$ 4,200
Animal Welfare (009-1010)	\$ 400
General Government (009-1410)	\$ 28,364
Information Technology (009-1610)	\$ 72,306
Swimming Pools (009-1910)	\$ 17,758
Engineering & Const Svcs (009-2410)	\$ 800
Street and Alley (013-0910)	\$ 305,906
General Government (014-1415)	\$ 24,518
Street Light Fee (015):	\$ 4,920
Reimbursed Projects (016):	
Street (016-0910)	\$ 9,300
Neighborhood Services (016-1510/50)	\$ 166
Engineering & Const Svcs (016-2410)	\$ 4,877
Grants Management (016-3910)	\$ 168,794
Police (016-6210)	\$ 27,238
Fire (016-6410)	\$ 68,480
Police State Seizures (030-6200)	\$ 779
Police Lab Fee Fund (034-6200)	\$ 156
Employee Activity Fund (035-3800)	\$ 1,323
Police Jail (036-6230)	\$ 6,718
Police Impound Fees (037-6210)	\$ 500
Convention & Visitors Bureau (046):	
Visitors Bureau (046-0710)	\$ 54,524
Economic Development (046-8710)	\$ 41
Emergency Operations (070-2100)	\$ 18,024
Activity (115):	
MWC Parks (115-2320)	\$ 45
Recreation (115-7810/12/15)	\$ 7,843
Parks and Recreation (123):	
Park & Recreation (123-0610)	\$ 1,391,247
Communications (123-2010)	\$ 17,929
Community Dev Block Grant (141-3931/32)	\$ 43,182
Grants (143):	
Capital Improvements (143-5700)	\$ 350,000
Animals Best Friend (220)	\$ 26,586
Disaster Relief (310):	
Neighborhood Services (310-1510)	\$ 362
Disaster Relief (310-8810)	\$ 59,050

Capital Project:

Police Capitalization (021-6210)	\$ 562,538
Fire Capitalization (041-6410)	\$ 22,273
Street Tax (065):	

Street Department (065-0910)	\$ 43,222
MWC Parks (065-2310)	\$ 18,638
Streets (065-6600)	\$ 280
Economic (065-8710)	\$ 16,999
Capital Improvement (157-5700)	\$ 205,586
Downtown Redevelopment (194-9210)	\$ 100,000
2002 G.O. Street Bond (269-6910)	\$ 120,591
2018 Election G.O. Bonds (270):	
Park & Rec (270-0610)	\$ 764,728
Street (270-0910)	\$ 66,466
General Government (270-1410)	\$ 1,037,293
Fire (270-6410)	\$ 1,135
29 th Street (270-9210)	\$ 71,756
2018 Election G.O. Bonds Proprietary (271):	
Capital Water Improvements (271-4910)	\$ 37,699
2022 Issue G.O. Bond (272-6410)	\$ 1,223,843

Internal Service:

Public Works Administration (075-3010)	\$ 24,196
Fleet Maintenance (080-2510)	\$ 4,024
Risk Management (202-2910)	\$ 3,865

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma, this 25th day of July, 2023.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 25th day of July, 2023.

DONALD MAISCH, City Attorney



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 25, 2023

RE: Discussion, consideration, and possible action regarding the approval of a Medical Retirement Application made by Employee 2562 through the Oklahoma Municipal Retirement Fund (OMRF).

Employee 2562 has been diagnosed with a debilitating medical issue. Employee 2562's physician has certified that their condition has and will keep them from performing the essential functions of their position. Per OMRF guidelines and procedures, an employee is eligible to apply for disability retirement under these circumstances.

Staff has received and reviewed the required documentation and recommends approval of this request.

Troy Bradley, Human Resources Director



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

TO: Honorable Mayor and City Council
FROM: Robert Coleman, Director of Economic Development
DATE: July 25, 2023
SUBJECT: Discussion, consideration and possible action of accepting a report from the Midwest City Urban Renewal Authority for Fiscal Year 2022 - 2023.

Title 11 O.S. § 38-107.F requires the Urban Renewal Authority to file, with the mayor and the municipal governing body, on or before July 31 of each year, a report of its activities for the preceding fiscal year ending June 30, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year. Attached is the report for your review along with the accompanying financial information.

Please contact my office at (405) 739-1218 or via e-mail (rcoleman@MidwestCityOK.org) with any questions.

Sincerely,

Robert Coleman
Director of Economic Development

Attachment: Report, Financial Information

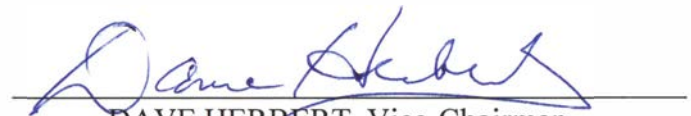
2022 – 2023 ANNUAL REPORT OF THE
MIDWEST CITY URBAN RENEWAL AUTHORITY

During Fiscal Year (“FY”) 2022 – 2023, total operational expenses for the Midwest City Urban Renewal Authority (“Authority”) were \$1,306.30 and revenues totaled \$50,904.71.

Most of the revenue is attributable to annual rent income from Raising Cane’s Chicken Fingers, 2800 S Air Depot BL, (\$90,000) and Taco Bell, 150 Brett DR (\$50,000), which comes as the result of our agreement with STC IV that provides for an equal split of net Participation Rent between STC IV and the Authority. We also garnered \$904.71 from investment interest.

The URA ended FY 2022 – 2023 with a fund balance of \$98,309.59, an increase of \$49,598.41 from FY 2021 – 2022.

Attached to this report please find financial statements setting forth the Authority’s assets, liabilities, and fund balance as of June 30, 2023.



DAVE HERBERT, Vice-Chairman
Midwest City Urban Renewal Authority

PREPARED 07/12/2023, 16:41:16
PROGRAM: GM267L
City of Midwest City

DETAIL BUDGET REPORT
100% OF YEAR LAPSED

PAGE 1
ACCOUNTING PERIOD 12/2023

REPORT SELECTIONS

Fiscal year : 2023
Fund : 201
All Departments
All Divisions
Suppress accounts with zero balances : Y

201 URBAN RENEWAL AUTHORITY

DEBITS

CREDITS

ASSETS

101.00-00 CASH / GROSS REVENUE ACCOUNT

98,309.59

TOTAL ASSETS

98,309.59

LIABILITIES

TOTAL LIABILITIES

=====
.00

FUND EQUITY

FUND BALANCE

98,309.59

TOTAL FUND EQUITY

=====
98,309.59

TOTAL LIABILITIES AND FUND EQUITY

98,309.59

City of Midwest City

FUND 201 URBAN RENEWAL AUTHORITY		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
03 06	SOONER TWN IV- PARTICIPAT	0	.00		56,612	50,000.00	88	56,612	6,612.00
341	** GENERAL GOVERNMENT	0	.00		56,612	50,000.00	88	56,612	6,612.00
340	*** CHARGES FOR SERVICES	0	.00		56,612	50,000.00		56,612	6,612.00
360	INTEREST REVENUE								
361	INTEREST								
41 10	INVESTMENT INTEREST	12	18.84	157	100	904.71	905	100	804.71-
361	** INTEREST	12	18.84	157	100	904.71	905	100	804.71-
360	*** INTEREST REVENUE	12	18.84		100	904.71		100	804.71-
390	TRANSERS IN								
391	OPERATING								
01 *	TRANSFERS IN	0	.00		0	.00		0	.00
391	** OPERATING	0	.00		0	.00		0	.00
390	*** TRANSERS IN	0	.00		0	.00		0	.00
FUND TOTAL URBAN RENEWAL AUTHORITY		12	18.84		56,712	50,904.71		56,712	5,807.29
GRAND TOTAL		12	18.84		56,712	50,904.71		56,712	5,807.29

FUND 201 URBAN RENEWAL AUTHORITY			DEPT/DIV 9310 URBAN RENEWAL/URBAN RENEWAL			*****CURRENT*****			*****YEAR-TO-DATE*****			ANNUAL	UNENCUMB.	%
BA	ELE	OBJ	ACCOUNT	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	BUDGET	BALANCE	BDGT	
SUB	SUB		DESCRIPTION											
46			ECONOMIC DEVELOPMENT											
466			URA											
	30		OTHER SERVICES AND CHARGE											
	30	44	ADMN/PROFESSIONAL SVCS	4174	.00	0	50000	1306.30	3	.00	50000	48693.70	3	
	30	**	OTHER SERVICES AND CHARGE	4174	.00	0	50000	1306.30	3	.00	50000	48693.70	3	
466	**	**	URA	4174	.00	0	50000	1306.30	3	.00	50000	48693.70	3	
46	**	**	ECONOMIC DEVELOPMENT	4174	.00	0	50000	1306.30	3	.00	50000	48693.70	3	
DIV	9310		TOTAL *****											
			URBAN RENEWAL	4174	.00	0	50000	1306.30	3	.00	50000	48693.70	3	
DEPT	93		TOTAL *****											
			URBAN RENEWAL	4174	.00	0	50000	1306.30	3	.00	50000	48693.70	3	
FUND	201		TOTAL *****											
			URBAN RENEWAL AUTHORITY	4174	.00	0	50000	1306.30	3	.00	50000	48693.70	3	
GRAND			TOTAL *****											
				4174	.00	0	50000	1306.30	3	.00	50000	48693.70	3	



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Allen Stephenson, Information Technology Director

DATE: July 25, 2023

SUBJECT: Discussion, consideration, and possible action of approving the purchase of Microsoft licensing with Softchoice Corporation, which holds the Oklahoma Statewide Contract for Microsoft Software Products/Services # SW1079, in the amount of \$136,242.

Discussion, consideration, and possible action of approving the purchase of Microsoft licensing with Softchoice Corporation, which holds the Oklahoma Statewide Contract for Microsoft Software Products/Services # SW1079, in the amount of \$136,242.

We are seeking to enhance our email operations and remedy the issues we have been encountering by transitioning towards a more reliable and comprehensive solution with Microsoft. As you may recall, we have been encountering reliability issues with our current email solution receiving limited support, increased downtime, and other unforeseen events.

Additionally, it is time to renew our Microsoft Office licensing. Microsoft 365 G3 and Azure AD P1 licenses, both of which offer significant benefits for our organization, will allow for access to a host of robust productivity tools, including Word, Excel, PowerPoint, Publisher, OneDrive, Exchange, Teams, OneNote, eDiscovery, Legal Hold, Multifactor Authentication, and Active Directory integration. It will also offer us advanced security, device management, and sophisticated compliance capabilities, ensuring that our organization maintains the highest levels of data protection.

Sincerely,

Allen Stephenson, Information Technology Director



Softchoice Corporation
 314 W Superior St #400
 Chicago, IL 60654

Sales/Order desk
 Phone: (800) 268-7638
 Fax: (800) 268-7639

Quote	Q-1580827
Date	11-Jul-2023

Budgetary Quote

Ship To :
 Matthew Schratwieser
 Midwest City
 100 N MIDWEST BLVD
 MIDWEST CITY, OK 73110

Quote Prepared For	Matthew Schratwieser Midwest City Phone: 4057391240 Email: mschratwieser@midwestcityok.org
Quote Sent By	Jaspreet Monga jaspreet.monga@softchoice.com Phone: 416-588-9002 Fax:
Anniversary Date	
Authorization Number	
Agreement End Date	
Comments	

NN SLG EA - At Signing - Year 1 of 3

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000410715	AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	450	Upfront	01-Aug-2023	31-Jul-2024		Subscription	\$246.72	\$111,024.00
2000575346	MQM-00001	AzureActiveDrctryPremP1GCC ShrdSvr ALNG	450	Upfront	01-Aug-2023	31-Jul-2024		Subscription	\$56.04	\$25,218.00
GROUP TOTAL										\$136,242.00

SUBTOTAL										\$136,242.00
-----------------	--	--	--	--	--	--	--	--	--	---------------------

Budgetary Quote

	DELIVERY: Ground - 3 to 5 days	\$0.00
	State Tax	\$0.00
	Local Tax	\$0.00
All currency in this quote is in (USD).	TOTAL	\$136,242.00
	Estimated Monthly Lease Payment \$4,302.52 per month*	

*Please note that the estimated monthly payment shown above is an option based on a 36 month term with a USD\$1.00 buyout at the end of the term. Fair market value buyout and monthly payments may vary depending on your creditworthiness as determined by Softchoice. 1 and 2 year Service Agreements, Subscriptions, License and Support contracts are not eligible for 36 month payment plans; 12 or 24 month payment options may be available upon request. Shipping and applicable taxes are not included in the above estimate. Payment options in the United States of America are in US Dollars and not billable in other currencies. All monthly lease payment options are subject to credit approval and execution of a lease contract.

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO_es_signer1}}

US - Oklahoma Statewide OMES Microsoft -

Please note all products priced in accordance to Oklahoma Statewide Microsoft Contract SW1079.

Cage Code: 3DH15

DUNS: 929022028

TIN: 13-3827773



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Solicitation Detail

Please use the 'Notify Me' button to be automatically made aware of any amendments to this particular solicitation. If you would like to be electronically notified of future opportunities for this or other type commodities, you will need to register with Central Purchasing by clicking on 'Vendor Registration' link. [Notify Me](#)

Agency: Central Purchasing Division **Contract Type:** Mandatory Statewide

Solicitation Number: SW1079 **SW Number:** SW1079

Status: Awarded **Closing Date Status:** Original

Description: Microsoft Products & Services-Softchoice

Buyer: Skyler Greco

Closing Date: 05/14/2020

Award Date: 05/14/2020

Contract Period Starting Date: 05/14/2020 **Contract Period Ending Date:** 05/13/2024

Agreement Period Starting Date: 05/14/2020 **Agreement Period Ending Date:** 05/13/2025

Attachments:

Attachment Title	Attachment Type	File Type	Comments
SW1079 Front Pages	Vendor	pdf	Vendor Info
FULLY EXECUTED SW1079 Softchoice Microsoft	Contract	pdf	Contract

Pricing - Softchoice Corporation FINAL	Price Adjustment	pdf	Pricing
SW1079 Addendum #1 6-16-20	Addendum	pdf	CP Physical Address Change
SW1079 Addendum #2 8-18-20	Addendum	pdf	KGF Inc. PS contract
SW1079 Addendum #3 4-22-21	Addendum	pdf	Contract Renewal
SW1079 Addendum #4 9-29-21	Addendum	pdf	Lockbox Options
SW1079 Addendum #5 5-5-22	Addendum	pdf	Contract Renewal
SW1079 Addendum #6	Addendum	pdf	Contract Renewal
SW1079 Addendum #7 6.15.2023	Addendum	pdf	Updated Contracting Officer POC

Attachments

Comments

SW1079, 1079, Microsoft Application Software, Microsoft, Office365, Windows, Softchoice, Soft Choice

Categories:

43230000 Software

- 43233000 Operating environment software
 - 43233004 Operating system software
- 43233500 Information exchange software
 - 43233501 Electronic mail software
- 43231500 Business function specific software
 - 43231513 Office suite software
- 43232400 Development software
 - 43232408 Web platform development software

Receive solicitation notifications automatically for all solicitations in this commodity! - register your organization with the State of Oklahoma at www.vendors.ok.gov.

Note: beginning July 1st, 2010, Central Purchasing will require suppliers to register with Central Purchasing prior to completion of award ([read more](#)). Failure to do so will delay contract award.

Reminder: It is the Bidder's responsibility to check the OMES/Central Purchasing website frequently for any possible amendments that may be issued. Central Purchasing is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

If documents listed on this page do not meet your accessibility requirements, please contact OMES at (405) 522-0955 and appropriate accommodations will be made.

If you are looking for a Contracting Officer's contact information, please click [Buyers Contact List](#).

We recommend you use the latest version of Adobe Reader. If you need to download Adobe Reader, here is a link to the [Adobe WebSite](#).

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STATE OF OKLAHOMA STATEWIDE CONTRACT WITH SOFTCHOICE CORPORATION

This State of Oklahoma Statewide Contract is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Softchoice Corporation (“Supplier”) and is effective as of the date of last signature.

Purpose

The State is awarding the Contract to Supplier for the provision of Microsoft products and services, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained exceptions to the Solicitation and certain information requested to be considered confidential. This Contract Document memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Oklahoma Statewide Contract Terms, Attachment C;
 - 2.4. State of Oklahoma Information Technology Terms, Attachment D;
 - 2.5. Portions of the Bid, Attachment E and
 - 2.6. Negotiated Exceptions to Contract, Attachment F.
3. The parties additionally agree:
 - 3.1. except for the last three years of audited financial systems contained in Bid Response, Section 3 and information deemed confidential by the State pursuant to

applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

- 3.2. Supplier has an affirmative obligation to successfully complete registration with the Oklahoma Secretary of State.
- 3.3. Supplier agrees to assign only those payments subject to the Installment Plan Agreement associated with the Enterprise Enrollment effective 6/1/2020-5/31/2023 to Key Government Finance, Inc.

Attachments referenced in this section are attached hereto and incorporated herein.

- 4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

SOFTCHOICE CORPORATION

By: DJerryMoore

Name: D. Jerry Moore

Title: Chief Information Officer

Date: 5/14/2020

By: Linda Millage

Name: Linda Millage

Title: VP Finance

Date: May 13, 2020





ATTACHMENT A

SOLICITATION NO. 0900000433

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose:

The State of Oklahoma (The State), Office of Management and Enterprise Services (OMES), Information Services (IS), is seeking solicitation responses for a mandatory statewide contract for a reseller of Microsoft products and services.

The State's objectives are to reduce current expenses with price protected offers while optimizing services to participating State Entities. In addition, the State is seeking the highest level of customer service available.

The bidder shall indicate if the Bidder is a direct authorized reseller for Microsoft and services and shall provide the certification level for resale of Microsoft products and services

The State is requesting responses to this solicitation for software that falls within the four (4) categories provided below. Additionally, bidders shall provide any new products or services and/or value-added products or services that could be made available to the State which are in the scope of the solicitation. If any of these products or services are scheduled to end before the end of this agreement, please provide the end date for those services.

- Servers
- Productivity
- Office Suite
- Operating Systems

1. Contract Term, Renewal and Extension Option

1.1 The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur



OKLAHOMA
**Office of Management
& Enterprise Services**

costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.

1.2 Under Oklahoma law, the State may not contract for a period longer than one (1) year (the “Initial Term”). By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.

1.3 After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier’s performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.

1.4 If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

1.5 The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.6 In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

2. Experience

2.1 Must provide a brief written narrative describing the Bidder’s experience as a Microsoft product and service reseller.

2.2 Must provide a list of State Governments within the United States of America, at which the Bidder provides Microsoft products and services.

3. Service Level Agreements & Escalation Process

Must provide a brief written narrative describing the Bidder’s performance levels outlining the escalation process.



4. Renewal Process

Must provide a brief written narrative describing the Bidder's process for renewals and renewal notifications.

5. Online Catalog and Ordering System

5.1 Must provide a detailed description of online catalog and ordering, fulfillment, and tracking systems. Capabilities for ordering workflow, routing and approvals. Capabilities for support of state Pcards or Purchase Order purchasing. Include Pcard thresholds if any. Provide screen shots as necessary, general user manual, etc.

5.2 Must include whether your solution provides effective interactive control and use with non-visual means and provide 508 compliance in accordance with the IT Accessibility and 508 Compliance and shall describe how this functionality is achieved. Must include a completed Voluntary Product Accessibility Template (VPAT). The State may choose to request test links to a sample order catalog and portal to vet the VPAT responses.

6. Performance Standards Methodology

6.1 Must describe the methodology used to develop your firm's internal performance standards, the processes and tools used to monitor and measure performance against those standards, and the management reporting systems that capture these data.

6.2 Must indicate your firm's present customer satisfaction rating, summarize customer satisfaction criteria, and describe the methodology used to measure customer satisfaction. Must include any relevant publication ratings or articles.

6.3 Must describe if your organization sends out customer surveys to recover feedback on its strengths and weaknesses in supporting its clients.

7. Governance and Compliance Management

Must describe your firm's management processes that ensure governance and compliance with all federally mandated laws and regulations used by your industry, and in provision of your services to your customers. Also, must provide a detailed description on how you will provide governance and compliance with any of the Authorized User's required security and data privacy requirements, or any other requirements specified in this solicitation.

8. Security Risk Management Overview

Must provide an overview of your firm's comprehensive security risk management processes including your application, monitoring, and management of the controls used. Must provide



OKLAHOMA
**Office of Management
& Enterprise Services**

details as to how you establish the context for security risk-based decisions, how you assess the risk, how you respond to the risk once it's determined, and how you monitor the risk on an ongoing basis using communications and feedback for continuous improvement within your organization.

9. Disaster Recovery/Security Plan

Must describe in detail your firm's plans to mitigate against any disaster that would affect the ability to provide the proposed Solution. Shall provide a detailed plan of your firm's security infrastructure including, facility and information technology security and provide your firm's plans of action for the following security incidents, as applicable to this solicitation:

- a. Interruption of service including denial of service attacks
- b. Vulnerability incidents
- c. Data loss or compromise
- d. Insider attacks

10. Reporting

10.1 Must describe and provide examples as necessary your firm's ability to produce the following:

- a. Monthly newsletters that include such things as trends in Microsoft programs, new releases, Microsoft Workshops, etc.
- b. Monthly price lists from Microsoft reflecting any and all changes from Microsoft.
- c. Produce custom reports for Authorized Users on their Microsoft license purchase with details like name of Authorized User, order number, Microsoft Master Agreement, Enrollment Number etc.
- d. Any additional reports that would be a benefit to Authorized Users.
- e. Reports to be automatically sent to business owners for items such as renewal of Software Assurance, enrollments expiring, etc.
- f. Ability to pull and scrub historical reports in order to provide customers with data for usage.

11. Account Support

11.1 Must describe your firms approach to manage the business and performance aspects of an awarded contract. Including the following:

- a. Dedicated account team member or members that have experience in servicing Microsoft Enterprise, Select Plus Agreements, etc.



OKLAHOMA
**Office of Management
& Enterprise Services**

-
- b. Plan for local account team member(s) to visit current and prospective clients across the entire State to keep them informed on current and emerging software products from Microsoft.

12. Value-Added Services

Bidder should provide information on any value-added products or services that it may provide including, but not limited to, training, consulting, installation and home-use program.



ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

- 1.4 The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
 - A. any Addendum;
 - B. any applicable Solicitation;
 - C. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D. the terms contained in this Contract Document;
 - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F. any statement of work, work order, or other similar ordering document as applicable; and
 - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which

alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer

or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum

allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F. Supplier shall have no right of setoff.
- G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H. The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the

Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of

taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with

approval and work paper examination rights of the applicable procuring entity;

- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are

its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a

Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details

sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

- C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a

whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by

applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an

exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

- 23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.
- 23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service

under the Contract may be transitioned after termination or expiration of the Contract.

- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive

Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.



ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1 The Contract is a mandatory contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received



from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or



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downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:



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- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the Acquisition was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

- 6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.



ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 COTS** means software that is commercial off the shelf.
- 1.2 Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any



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similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

- 1.7 Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or



intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the



Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at https://omes.ok.gov/sites/g/files/gmc316/f/isd_itas.pdf. Supplier shall provide a Voluntary Product Accessibility Template (“VPAT”) describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State’s sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data



being accessed or used.

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier’s employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.
- 6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms



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that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.



10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work Made for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or



patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

12.1 As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its



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duly authorized officers and agents as Supplier's agent and Supplier's attorney-in-fact to act for and in Supplier's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else



that pertains to the Work Product.

- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.
- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the



extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.
- 13.2** If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following



individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be



lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its



U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.

5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.
2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier



acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

- D. Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.
1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
 2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
 3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and
 - d. Document all Security Incidents and their outcomes.
 4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.
- E. Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.
1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data



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Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. Notices

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized



dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any “copy-protected” devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys’ fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier’s breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party’s patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier’s expense and pay all related costs, damages, and attorney’s fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier’s



opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience;
or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup



tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.



This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;
2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist	Compliance checklist –
-------------------------------------	-------------------------------

Policy Area 1	Information Exchange Agreements
Policy Area 2	Security Awareness Training
Policy Area 3	Incident Response
Policy Area 4	Auditing and Accountability
Policy Area 5	Access Control
Policy Area 6	Identification and Authentication
Policy Area 7	Configuration Management
Policy Area 8	Media Protection
Policy Area 9	Physical Protection
Policy Area 10	Systems and Communications



OKLAHOMA
Office of Management
& Enterprise Services

Protection and Information
Integrity

Policy Area 11

Formal Audits

Policy Area 12

Personnel Security

ATTACHMENT E

**STATE OF OKLAHOMA CONTRACT WITH SOFTCHOICE
CORPORATION
RESULTING FROM SOLICITATION NO. 090000433**

Request for Proposal Response to The State of Oklahoma,
Office of Management and Enterprise Services, Information Services,
Solicitation Number 090000043



Section Eight: Response to Solicitation Specifications and Requirements



Attachment A – Specifications

Experience

Must provide a brief written narrative describing the Bidder's experience as a Microsoft product and service reseller.

Response:

As a Gold Certified Microsoft Partner, Softchoice is ranked among the top 5 LSPs in North America and #8 in the world. Some of Softchoice's credentials include:

- Microsoft Gold Certified Partner
- #1 Enterprise Agreements Managed in North America: 16th year in a row
- 10 Microsoft Gold Certifications
- 12 -Time Operational Excellence Award Winner
- IAMCP Canada Partnership Award Winner
- 200+ customers moved their Microsoft Agreements over to Softchoice in 2019



Gold Cloud Productivity
Gold Cloud Platform
Gold Enterprise Mobility Management
Gold Small and Midmarket Cloud Solutions
Gold Datacenter

Softchoice Microsoft Certification Level

- Gold Messaging
- Gold Software Asset Management
- Gold Communications
- Gold Collaboration and Content
- Gold Cloud Platform
- Gold Data Analytics
- Gold Cloud Productivity
- Gold Small and Midmarket Cloud Solutions



Gold Messaging
Gold Software Asset Management
Gold Communications

These Gold Certifications allows Softchoice to deliver solutions and services for:

- Microsoft Certified Solution Expert: Cloud Platform and Infrastructure (AZURE)
- Microsoft office Specialist (includes O365)
- Microsoft Certified Solutions Expert: Messaging (Exchange & Exchange Online)
- EMS
- TEAMS
- SQL

Softchoice is trusted with managing over 2,700 Microsoft Agreements over a total 6000 Microsoft Agreements, spanning across both the Public and Private sectors of Canada and the United States – this is more than any other LSP in North America. In addition, Softchoice successfully manages large Microsoft Framework Agreements for various organizations

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upwards of 30,000+ people throughout Canada & the United States which include some of the most advanced and complex Microsoft agreements in the world.

What makes Softchoice the right choice for the State of Oklahoma



We enable
End Users

- o #1 Office 365 Growth Rate in CTM
- o 728 office 365 deployments completed
- o 143 Microsoft Cloud environments managed



We enable
Hybrid IT

- o #1 Azure Growth Partner in North America
- o 24 Microsoft Solutions Architects
- o 61 Microsoft System Engineers



We enable
Asset Management

- o Over 9000 customer engagements completed
- o 15,000 unique assessments delivered
- o Microsoft SAM Gold Partner



We enable
Procurement

- o 35 Microsoft Solutions Specialists
- o Almost 6000 Microsoft agreements managed
- o 14 time Microsoft Operations Excellence Award Winner

Number One: **Enabling end users.** Specifically, within our Microsoft practice, we've noticed is an increase in end user devices. More and more, customers are moving to a bring-your-own-device or choose-your-own-device environment. With Office 365, we enable our customers to provide Microsoft applications across these multiple devices but also secure this environment through Microsoft's Enterprise Mobility and Security suite.

Number two: **Increasing IT Agility.** Moving to a cloud solution takes more than just purchasing licenses. Softchoice first assesses your on-premise environment to identify which workloads are a good fit for the cloud. We will also analyze your network to see whether it can support the increased IP traffic. From there, Softchoice can help/lead with the migration, implementation, and ongoing management of your Azure environment thereby reaching your ultimate objective for the cloud; a system that is agile and elastic.

Number three: **Compliance and ROI.** Up until recently, businesses had to focus on using the things they are paying for and pay for the things they're using. That is always been a part of a core IT asset management strategy. What is really happening now - because of the cloud - is that customers are finding out what they have spent *after* their lines of business have consumed cloud services. Additionally, vendors are changing how software is licensed. Many are moving away from "seats" to more technical features like processors. This creates a new set of challenges, and major skill gaps for customers.

Number four: **Fast, easy, and automated way to do business with us.** Microsoft is going through the biggest procurement change in their history. By moving to a more subscription-based model where customer's needs can rapidly change, Softchoice has created tools on our website to help you control PEO spend. Dashboards have been created to help track your usage within Office 365 and Azure. We have also modernized our website to support new Microsoft programs, such as the Cloud Solutions Provider (CSP).



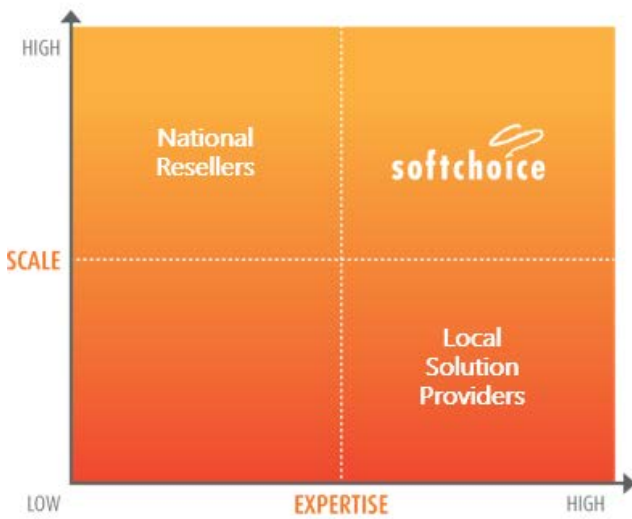
The table below is a representation of value-added services provided to Softchoice customers as compared to competing LSP entities.

Role	Activities	Softchoice	LSP
Licensing Help Desk	• Product Roadmaps/ Solution design	✓	
	• Program/ Contract related questions	✓	✓
	• Basic product licensing	✓	✓
	• Advanced product licensing	✓	
	• Cost modeling and Analysis	✓	
	• Negotiations/Market Insights	✓	
SAM Services	• License Audit Assessments	✓	✓
	• IT Asset Management as a Service	✓	
	• Cost Containment Consulting	✓	
	• Entitlement Management (Reporting)	✓	
	• SAM Process Engineering	✓	
Contract Admin & Support	• Contract(s) and order processing	✓	✓
	• SA Benefits Administration	✓	✓
	• MVLS Site Administration and Support	✓	
	• House keeping	✓	✓

Softchoice Presence

The best of both worlds – National and Local presence

Softchoice is a Microsoft Licensing Solutions Provider (LSP). This means we have the scale to support multiple Microsoft licensing solutions through our team of Microsoft Sales and Operational specialists. Softchoice is also a Microsoft Systems Integrator (SI). This means we have local people that can help you with plan, implement, and support your custom solution. There are literally thousands of potential IT providers to pick from in North America. The purpose of this image is to quickly winnow down the list to a select few that bring together the capabilities of a national footprint and the unique awareness that comes with also having local presence. The purpose of the following image is to clearly articulate what makes us unique and better amongst our competition. As you can see, as a national provider our scales are high, while our expertise extends to the local level.



A North American footprint enabling you to execute faster, and be more cost-effective.

Local experts who know your business, and will accelerate your adoption of technology.

- What you get with our **scale**:
 - Reduce your costs and speed shipment delivery with our **virtual supply chain**
 - Top-tier support and incentives through our **strategic vendor relationships**
 - **Solve your problems quicker** with access to our community of 500+ technical experts
- What you get with our **expertise**:
 - **Unique points of views** informed by thousands of customer engagements
 - Local, **seasoned experts** who know your business
 - Accelerate your team’s learning with hands-on, **local boot-camps & events**

Microsoft Enterprise Agreement Experience

Softchoice’s EA retention rate is second to none in the industry. In addition, a significant number of customers who initially signed with another LSP have made the switch to Softchoice because of the award-winning customer service and value-added IT asset management services we provide. Softchoice manages the most Microsoft Enterprise Agreements in North America. In 2016, over 200 organizations moved their Microsoft agreements from a competing LSP to Softchoice.

Resources	Licensing & Financial Strategy Consulting
Microsoft Sales Specialists Licensing Specialists SAM Consultants Microsoft Solutions Architects Technology Consultants and Engineers Project Management Office	Licensing Current State Assessment Customized Financial Analysis Contract Consolidation, Processing, Management Monthly Reporting Budgetary Planning Sessions

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Softchoice's Enterprise Agreement Lifecycle Management solution is a structured framework designed to help the State of Oklahoma choose the right MS technology solutions through the best licensing structure. The framework promotes the deployment of the technology and that the value of the investment is realized during the term of their licensing agreement.

Our process includes:

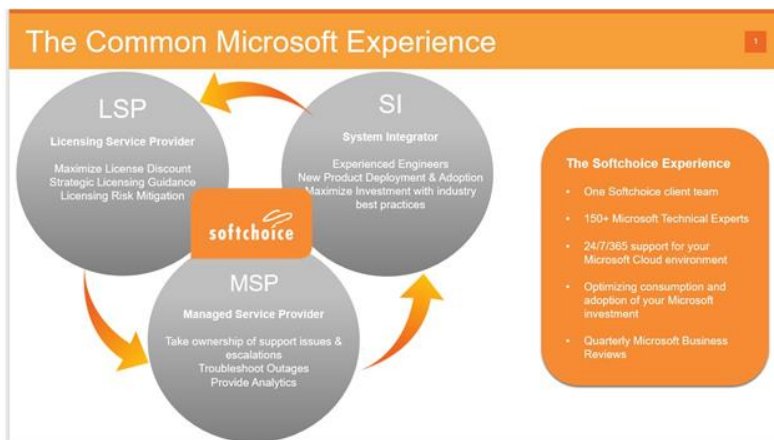
- Proprietary compliance assessment service
- Licensing gap analysis
- Consultations with dedicated Microsoft licensing, solutions, and Software Assurance (SA) specialists
- Cost modelling and scenario analysis with strategic recommendations
- IT roadmaps and in-depth product knowledge
- CIO-level annual account reviews and reporting
- SA benefits utilization summary and guidance
- Microsoft technology roadmaps
- Project management of key milestones over the duration of the term including licensing changes, true-ups, and renewals

Our approach to EA management allows Softchoice to deliver the following:

1. A lower total cost of ownership and reduced risk of non-compliance by using the right procurement strategy and software asset management processes.
2. Much higher SA benefit utilization through diligent tracking and reporting of available and consumed SA benefits including management support and best practice guidance.
3. A simplified experience that allows customers to save time and money while also reducing exposure to risk and providing tools and insight to simplify true-up and renewal processes.

As a leading Microsoft Licensing Services Provider (LSP) in North America, Softchoice currently manages more Enterprise Agreements than any other competitive entity nationwide. Our overall knowledge base, expertise, and experience translate into superior ROI for our customers on the investments they make in Microsoft technologies.

Microsoft experience with Softchoice:



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softchoice

Microsoft Corporation
One Microsoft Way
Redmond, WA 98072-4399

Tel: 425 862 8080
Fax: 425 706 7209
www.microsoft.com



2/10/2020

To whom it may concern:

I hereby confirm that Softchoice has satisfied the requirements and attained the following competencies in the Microsoft Partner Network program.

Softchoice (MPNID: 1018856)

314 W. Superior St

Suite #400

Chicago, IL - 60654

United States

- Gold Messaging (Expires on 12/15/2020)
- Gold Data Analytics (Expires on 12/15/2020)
- Gold Data Platform (Expires on 12/15/2020)
- Silver Communications (Expires on 12/15/2020)
- Gold Application Development (Expires on 12/15/2020)
- Gold Collaboration and Content (Expires on 12/15/2020)
- Gold Cloud Platform (Expires on 12/15/2020)
- Gold Datacenter (Expires on 12/15/2020)
- Gold Cloud Productivity (Expires on 12/15/2020)
- Gold Small and Midmarket Cloud Solutions (Expires on 12/15/2020)
- Gold Enterprise Mobility Management (Expires on 12/15/2020)
- Gold Windows and Devices (Expires on 12/15/2020)
- Gold Security (Expires on 12/15/2020)

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Solicitation Number 090000043

softchoice

Microsoft Corporation
One Microsoft Way
Redmond, WA 98072-4399

Tel 425 862 8080
Fax 425 706 7209
www.microsoft.com



Best Regards,

A handwritten signature in black ink, appearing to read "Dan Truax".

Dan Truax
General Manager, Partner Digital Experiences and Programs

Microsoft Corporation

Must provide a list of State Governments within the United States of America, at which the Bidder provides Microsoft products and services.

Response:

Alabama:

- Softchoice provides the State of Alabama with Microsoft Surfthe State Devices, accessories and warranties through a Statewide Mandatory Contract T525.

Alaska:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, accessories and warranties through Alaska Participating addendum 2015PC0019.

Arizona:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and warranties through Arizona's Participating Addendum ADSPO16-104140.

Arkansas:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Arkansas's Participating Addendum 4600035741.

California:

- California Department of General Services SCA Contract SCA-19-70-0009L for the purchase of Microsoft software products, software maintenance and technical support.
- California County Information Services Directors Associate (CCISDA) LSP Provider Agreement number PSA-0001529 for the purchase of Microsoft software products, software maintenance and technical support.

Connecticut:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Connecticut's Participating Addendum 13PSX0280.

Florida:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Florida's Participating Addendum 43211500-WSCA-15-ACS.

Georgia:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Georgia's Participating Addendum 99999-SPD-T20190904-0001.

Hawaii:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Hawaii's Participating Addendum SPO 15-05.

Idaho:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Idaho's Participating Addendum PADD16200162.

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Iowa:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Iowa's Participating Addendum.

Louisiana:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Louisiana's Participating Addendum 4400008025.

Montana:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Montana's Participating Addendum.

Nebraska:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through Nebraska's Participating Addendum 14263.

New Jersey:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through New Jersey's Participating Addendum 11-5-15-40166

New Mexico:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State Devices, Accessories and Warranties through New Mexico's Participating Addendum 60-000-15-00008AT.

North Carolina:

- Softchoice is the sole provider of Microsoft Enrollment Education Solutions for the State of North Carolina through the North Carolina Department of Public Instruction. Contract 40-IT00107-17 is a mandatory Statewide sole source contract for all Educational Microsoft Purchases within the State of North Carolina.

North Dakota:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe States, Accessories and Warranties through North Dakota's Participating Addendum 022-MNWNC-119-PA.

Ohio:

- Softchoice provides Microsoft Licensing to the State of Ohio through contract 0A1252 through the State of Ohio Department of Administrative Services.

Oklahoma:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State, Accessories and Warranties through Oklahoma's Participating Addendum.

Rhode Island:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State, Accessories and Warranties through Rhode Island's Participating Addendum 3443146.

South Carolina:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State, Accessories and Warranties through South Carolina's Participating Addendum 4400011340.

South Dakota:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe State, Accessories and Warranties through South Dakota's Participating Addendum 16882.

Texas:

- Softchoice is an authorized reseller on Texas DIR Microsoft Surfthe State contract DIR-CPO-4471 for Microsoft Surfthe States, Accessories and Warranties.

Utah:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe States, Accessories and Warranties through Utah's Participating Addendum PA2219.



Vermont:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe States, Accessories and Warranties through Vermont's Participating Addendum 30131.

Washington:

- Softchoice is an authorized reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe States, Accessories and Warranties through Washington's Participating Addendum 05815-008.

Wisconsin:

- Softchoice is an Authorized reseller on NASPO VauePoint Master Agreement MNWNC-119 for Microsoft Surfthe States, Accessories and Warranties through Wisconsin's Participating Addendum 505ENT-O16-NASPOCOMPUT-10.

Wyoming:

- Softchoice is an Authorized Reseller on NASPO ValuePoint Master Agreement MNWNC-119 for Microsoft Surfthe States, Accessories and Warranties through Wyoming's Participating Addendum.

Service Level Agreements

Must provide a brief written narrative describing the Bidder's performance levels outlining the escalation process.

Response:

Request for Standard Quote

Turnaround time is based on regular weekday business hours, Monday to Friday, 9:00AM to 5:00PM, public holidays excluded and notwithstanding any Force Majeure event. The following service levels will apply unless the State of Oklahoma requests are more complex and require more in-depth technical resources. In such instance your dedicated Inside Sales Account Manager will advise of ETA (Estimated time of arrival) and will give daily updates to the State of Oklahoma until completion.

Service	Turn around time
Order/inquiry/request for quotation acknowledgement	Two (2) hours
Order/inquiry/request for quotation answered	Two (2) hours

Inquiry Response Time

At Softchoice, we treat all Microsoft related questions with a top priority, with initial response SLA of 2 hours to any phone call or email. Each question will be immediately answered when possible. If not, we will engage appropriate Microsoft Volume Licensing resources, and will notify the end user that we have done so, and the response will be forwarded immediately once we receive the answer. We will supply the answer to the question along with "official back up" information when available, such as a notation from the Microsoft Product Use Rights (PUR) document, a licensing brief, an email from the licensing specialists or a link to the information on the Microsoft website. We want the State of Oklahoma to be assured that the information they are receiving is accurate and can be filed away for future reference if necessary. This is an important value since it is the State of Oklahoma that is ultimately responsible for license compliancy and we want to ensure that their staff is comfortable in the accuracy of the responses received from Softchoice.

Renewal Options

For all standard renewals, quotes will be provided 60-90 days in advance of the renewal deadline for proper evaluation.

For all contractual renewals such as Microsoft EA, Cisco EA, VMWare ELA, Adobe ETLA etc., Softchoice will initiate the renewal discussions minimum 8 months in advance of the renewal date. This will allow enough time to review options, analyze requirements and decide on a solution.

Licensing Changes

Softchoice will commit to announcing any major vendor announcements, changes or product/licensing updates upon being informed by the manufacturer. Within 48 hours of that change being communicated to the State of Oklahoma, your Softchoice account team will reach out to schedule a meeting to discuss these changes and the impacts they may have to your business.

Escalation

There is a defined escalation path in support this contract that we would make available to every participating member:

1. Jaspreet Monga is the senior account manager and he will be the first point of contact for any questions, requests, or updates. He, as well as the assigned Microsoft Licensing Specialist, should be able to resolve the majority of issues. He can be reached at jaspreet.monga@softchoice.com or (437) 216-1820.
2. Anthony Reda, Supervisor US SLED East team- will be the first escalation point for anything urgent. He can be reached directly at Anthony.reda@softchoice.com or (416) 831-7873.

3. Benjamin Ball, Manager US SLED East team- will be the next escalation point. He can be reached directly at Benjamin.Ball@Softchoice.com or 416-588-9002.
4. Following that, there will be an email alias (OMES@softchoice.com) provided to every member institution that will be monitored by all OMES account representatives, as well as a Microsoft Licensing Specialist, and a manager. If the first point of contact is not able to assist, or is unable to be reached, the representatives on this alias will be made aware to step in an assist within the given SLAs.
5. Dave Tomke – Director Sales for US Public Sector - will be the escalation point for anything urgent past that point. He can be reached directly at dtom@softchoice.com or at (312) 655-9162.
6. Finally, Vince De Palma- President and CEO of Softchoice. Vince is accessible whenever required. He can be reached at Vince.DePalma@softchoice.com. He is the final escalation point within Softchoice and will make sure that the situation is rectified.

Renewal Process

Must provide a brief written narrative describing the Bidder's process for renewals and renewal notifications.

Response:

Through leveraging the Enterprise Agreement protocol detailed below, Softchoice will successfully facilitate strategic EA Renewal Agreement preparation and completion in collaboration with the State of Oklahoma.

In advance of the deadline, our dedicated Microsoft Specialist for the State of Oklahoma, Jake Plaunt, who has over 10 years of industry experience in managing and negotiating Microsoft agreements, will prepare an advanced EA cost modelling workbook. This will include a structured inventory of all licenses under the current agreement and any other expiring agreements to first determine current state. We will also assist with finalization of the Year Three True Up requirement as applicable.

The workbook will be built to include an advanced cost modelling and scenario analysis detailing the Microsoft licensing programs that are available for consideration for the State of Oklahoma at the time of the deadline. A pricing matrix will be provided for each scenario with an expert breakdown of the prospective advantages and disadvantages for the State of Oklahoma under each prospective option.

This complex exercise is a critically important step in the process. It is designed to facilitate informed decision making through exploration of all viable options available to the State of Oklahoma. Through this process our expert team will work closely with the State of Oklahoma stakeholders to ensure the attributes of each licensing program are intrinsically understood both from a short- and long-term perspective in terms of go forward strategic and financial implications for the business.

We typically assist our clients to understand their long-term financial outlook by modelling each recommended licensing scenario beyond the initial contract term (i.e. 6-9 years) with anticipated growth targets included as applicable. This provides insight to support the long term returns of an investment in a Microsoft licensing agreement by offering a complete line of sight against current and prospective future state requirements.

To ensure the most favorable terms are achieved for the State of Oklahoma, Softchoice will leverage our strategic market position with Microsoft and advanced industry knowledge to assist in development and execution of a defined renewal strategy built upon our knowledge and experience with successful negotiation tactics and levers when negotiating with Microsoft to secure the most advantageous renewal scenario possible for the State of Oklahoma.

Furthermore, we will ensure that alignment across the Microsoft executive and sales teams occurs to maximize any/all discounting potential prior to the renewal deadline.

Our Award-winning operations team are readily available to build, provide, and review the contractual paperwork as required to ensure that all parties are clear and comfortable with the terms of the contract prior to final sign off.

Quarterly Microsoft Account Management updates

Softchoice will utilize an EA Management Process which suggests that we meet with you on a quarterly basis throughout the term of your agreement with agendas for each of those meetings that are specially created around an annual timeline of important actions for ensuring that you get the most from that agreement, while reducing the time and risk that goes into managing it. Those quarterly reviews would cover topics such as:

- Review of Products and Quantities on your EA
- Your Microsoft Client team and extended Support Resources at Softchoice
- Utilization of Microsoft Cloud Services
- Activation and Usage Planning of SA Benefits
- Licensing and Technology Roadmap Briefings
- Microsoft Technology Deployment Planning
- Microsoft Funding Sources for Deployment Projects
- Business Technology Review
- Assessment Services to assist with True-up/Renewal
- Keystone Managed Services to support Adoption
- Review: Cost Analysis for your True-Up/Renewal
- Update: Events, Useful Collateral, and Promotions

The meeting agendas we propose on annual basis, keeping in mind that the timing and naming of these meetings corresponds to the lifecycle of your Enterprise Agreement, and not to the time of year:

Quarterly Appointment #1

- Review all products and quantities on EA
- Activate and plan usage of all Software Assurance Benefits
- Plan the deployment of technologies on the EA
- Review resources available through your EA Reference Guide on softchoice.com

Quarterly Appointment #2

- Softchoice to provide licensing and technology roadmap briefing
- Review potential funding sources from Microsoft, based on your deployment plans
- Explore the option for a Business Technology Review to support deployment planning

Quarterly Appointment #3

- Discuss assessment services available to assist True-Up planning
- Review adoption and consumption of Microsoft technologies
- Explore the option for Keystone Managed Services to support consumption and adoption

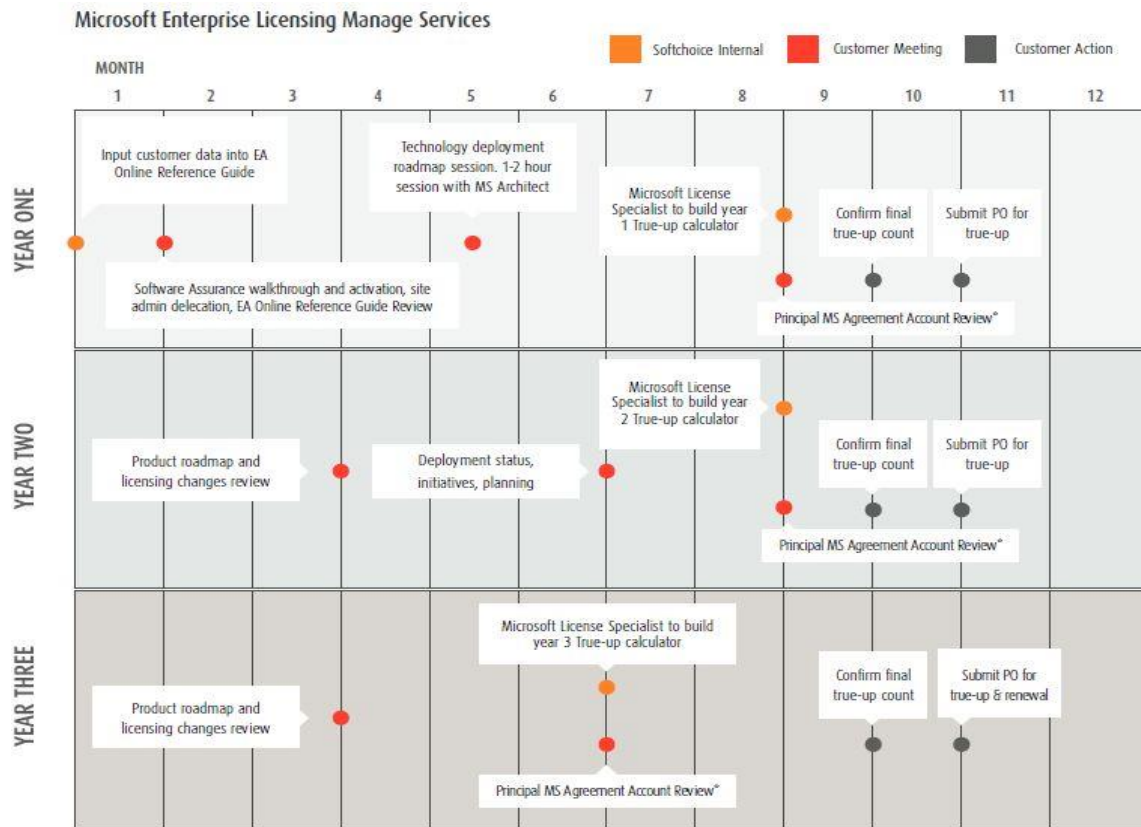
Quarterly Appointment #4

- Finalize cost analysis for True-Up
- Review process for order plan the Statement and licensing acquisition
- Prepare to schedule new quarterly EA reviews for the next year of the EA
- Softchoice would also proactively communicate any changes, promotions on an ongoing basis, and fully intends on having open lines of communication with the State of Oklahoma.

Softchoice will be maintaining on-going communication with the State of Oklahoma stakeholders throughout the lifecycle of the EA. Focusing on product roadmaps, licensing changes and impact, new releases, promotions, events etc. Softchoice is committed to providing value to the State of Oklahoma in order to ensure consistency across your Microsoft agreement practice.

We have designed and follow a strong methodology which is outlined in the graphic below. Our methodology includes breaking down the agreement by year and outlining all tasks, roles and responsibilities to ensure quality of service for the State of Oklahoma.

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Although Softchoice has designed and follows the above outline, we understand that every organization, and every agreement, is unique and will require a specialized process. The State of Oklahoma will benefit from Softchoice’s years of experience managing various Corporate, Enterprise, Government and Educational Framework Agreements. One unique example is a customer that has 25+ entities and various Select Plus, EA, SCE, and EES associated agreements under their Master Agreement. In order to support these Agreements, Softchoice leverages a best in class, custom contract, and invoice management system. Ensuring our clients get the right support, the right contract, and right invoice is core to the value of Softchoice. ***For our level of accuracy and client satisfaction through our Horizon platform, we have been awarded twelve (12) Microsoft Operational Excellence Awards.***

Renewals Options Analysis

In addition, Softchoice calendar renewal report is currently can be shared with the State of Oklahoma during our quarterly reviews. Softchoice’s ITAM practice allows us to request licensing entitlement information for over 2000 vendors (even if not from Softchoice) and upload all the data into a ‘single pane of glass’ on our Renewals Calendar in your customized Softchoice.com portal.

On occasion, if a vendor’s install base report is required for Softchoice to have access to the State of Oklahoma OEM specific inventory in order for us to add it to your Calendar renewal

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report, the State of Oklahoma needs to provide an approval statement or letter that we will share with the vendor for Softchoice to receive the inventory information.

The continued benefits for the State of Oklahoma are:

- Easier tracking of Assets
- One consolidated view of upcoming renewals
- Proactive notifications/quotes from Softchoice on Renewals
- Useful tool for budgeting by quarter, month, vendor
- Budgetary Planning

Example:

Renewals Calendar Renewals by Month **Renewals by Quarter**

				EMC				
Q1-2016	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$68,000.00
Q2-2016	\$80,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$650,000.00	\$0.00	\$0.00
Q3-2016	\$0.00	\$356,987.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Q4-2016	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$0.00	\$0.00
TOTAL	\$80,000.00	\$356,987.00	\$30,000.00	\$20,000.00	\$250,000.00	\$650,000.00	\$50,000.00	\$68,000.00

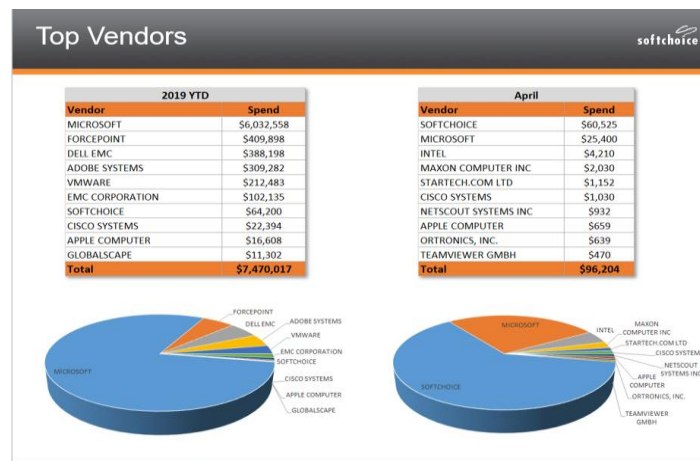
Renewal Validation

Through our various reporting features, the State of Oklahoma can easily generate reports that reflect all pertinent order information, including the customer Purchase Order number, PO reference number, part numbers, quantity purchased, quantity ordered and unit price (and measure any delivery charges that may have applied). A clear specification of Ship to and Bill To locations and contact persons are also plainly visible.

In addition to our online reporting, your Softchoice Account Manager provides a dashboard report on a monthly, quarterly and annual basis. These reports provide an overview of spend history with Softchoice and top vendors summary and are used during the quarterly reviews. It provides visibility in total spend, vendors and activity. This way, we can benchmark spend by publisher and manufacturer over specific time periods to assist with tracking, billing and contract negotiations.

Some examples of reports that can be produced for the State of Oklahoma and that are currently used during our quarterly reviews:

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Renewal Calendar – Total Spend

COMPANY NAME	2013	2014	2015	2016	2017	2018	Total spend
Total Spend	\$2,808,011	\$2,755,997	\$7,295,777	\$6,482,191	\$9,661,104	\$18,620,806	\$74,700,166
3M		\$84			\$238	\$265	\$587
ADOBE SYSTEMS	\$434,530	\$374,183	\$729,306	\$330,452	\$749,059	\$714,129	\$3,640,659
ADVANCED FORCE				\$5,021	\$4,041	\$5,294	\$14,356
AIRWATCH LLC		\$65,598	\$47,590				\$113,188
AMERICAN POWER CONVERSION	\$11,433	\$7,446	\$3,614	\$13,036	\$8,332		\$44,861
APPLE COMPUTER	\$140	\$87	\$1,830	\$2,824	\$35,676	\$57,150	\$97,706
ARTICULATE	\$1,466						\$1,466
ARROPE PTY LTD			\$93,021				\$93,021
AVAYA INC					\$1,429	\$1,429	\$2,858
AXIOM MEMORY SOLUTIONS LLC					\$362	\$361	\$723
BAMBOO SOLUTIONS CORP.	\$3,301	\$1,290	\$2,973	\$3,238	\$4,488	\$3,023	\$18,312
BELKIN INTERNATIONAL INC		\$320			\$4,566	\$2,618	\$7,504
BLACKBERRY LIMITED	\$105,445	\$22,300	\$18,029	\$45,957			\$191,731
BROCADE COMMUNICATIONS SYSTEMS	\$0			\$453			\$453
CA TECHNOLOGIES, INC	\$679	\$532					\$1,211
CHECK POINT SOFTWARE	\$3,136				\$66,734	\$69,870	\$75,940
CISCO SYSTEMS	\$46,609	\$57,250	\$116,986	\$342,438	\$482,331	\$133,840	\$1,179,456
CTRIK SYSTEMS			\$36,100				\$36,100
COMMVAULT SYSTEMS INC		\$27,706	\$26,660		\$16,121		\$70,487
COREL SYSTEMS	\$3,117	\$3,176	\$1,917	\$1,420	\$3,794	\$3,816	\$17,241
DELL EMC					\$6,302	\$1,270,453	\$1,276,755
DJURID INFORMATIQUE	\$108			\$249	\$150		\$507
WESTERN DIGITAL	\$4,578	\$1,623	\$2,067	\$2,286	\$40,838	\$9,364	\$60,756
WORKSHARE			\$2,067	\$1,340	\$1,611	\$2,013	\$7,031
ZOHIO CORPORATION			\$2,052				\$2,052
Total general	\$2,920,298	\$2,116,174	\$4,725,823	\$4,749,516	\$5,698,085	\$8,094,757	\$28,344,651

Microsoft Procurement

Requests for licenses can be handled through person to person contact with your dedicated Account Team, via our online Web Procurement tool or at Softchoice.com. Your contractual pricing for products is documented and loaded into our procurement systems to ensure the

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pricing is always accurate and current. There are two ways to add additional licenses to your Enterprise Agreement.

- First, for licenses that were not listed on the initial purchase, you must submit the order within 30 days of deployment of the product - "Add-on."
- Second, for licenses that were listed on the initial purchase, you can wait until your anniversary date to submit the order - "True-up." You have the option of submitting the order before your anniversary date or during each given year.

All purchase orders for both "Add-on's" and "True-ups" can be sent to Softchoice. The billing will be direct from Microsoft just like the initial annual payments. Softchoice goes further by proactively leveraging our team of experts and specialists to help the State of Oklahoma identify and evaluate the best products to solve their business problems. In many cases, cost modelling comparative scenarios are crafted and reviewed along with a detailed inventory of pros and cons associated with each option in the event of any major purchase or change. This ensures the correct products identified and are quoted in a way that delivers the greatest cost advantages to the customer.

Distribution Process

Microsoft licensing, keys, reports, and benefits are available via the Microsoft VLSC website. Softchoice can offer advice in setting up the VLSC website, and ad-hoc support when in navigating the portal as needed.

Within the first month of the agreement, Softchoice will conduct a one-hour training session to the State of Oklahoma administrators to walk through VLSC portal and review administration processes to ensure the State of Oklahoma Benefit Administrators are well positioned to manage their SA Benefits. This includes provision of an online Software Assurance Handbook for each Benefit Administrator and a comprehensive list of standard Microsoft VLSC support resources available to the State of Oklahoma team.

Under this model, Softchoice can also help with reporting in detail on SA Benefit usage, including specific names/dates/courses/purchases for Home Use, Elearning, and Training Vouchers. This reporting will help identify any potential issues such as over consumption of benefits by members.

As a company that believes that the job is not done until the State of Oklahoma is happy, we are dedicated to finding solutions to any issue, regardless of its nature, that arises under the contract we are managing.

By proactively managing the agreement and having regular quarterly in person meetings, Softchoice will work with the State of Oklahoma to determine the best licensing strategy that ensures compliance but also is the best for budget. Our proactive and consultative management style helps you feel confident that have the right agreement at the right price.

Order Desk

At Softchoice, all employees can be reached from local phone numbers, or from our toll-free number; 1-888-607-7638. Specific individuals can be reached directly by entering their extension number when prompted, or by following the voice prompts for redirection to their personal lines. Because of this, the State will be able to place a toll-free call to any member of their Softchoice Account Team from the above number. As well, orders can be received via email or fax at THE STATE convenience.

In respect to the State Microsoft agreement, questions can be placed to the State either as a phone call or via email. As a Microsoft LSP, Softchoice will promptly address any related questions, such as regarding the products and capabilities, the licensing, pricing on the agreement, as well as questions relating to the Microsoft Portal.

Softchoice account team are the front-line support for the State for all questions or issues and can also be directed via a generic email. Most questions or requests are answered within the initial email or phone call, with a 2-hour SLA for initial response. If the question asked is not one that can be immediately answered, a variety of internal or external resources can be engaged to provide an accurate response, usually within 24 to 48 hours. If the answer is still unclear after that time, the client will be contacted and made aware that the question has been escalated.

Microsoft Licensing Support

Softchoice's Microsoft Enterprise Sales and Licensing Team consists of 50+ people dedicated to being experts in the field of Microsoft Product Use Rights and Licensing. This group of Microsoft Licensing experts work collectively toward ensuring our clients receive all Microsoft updates quickly after they are publicly announced and understand the potential impact of these changes to their specific Microsoft position.

From an Operational perspective, Softchoice's Microsoft Licensing Operations Team consists of an additional 25+ people tasked with ensuring accuracy and audit on our order and contract submissions to Microsoft. The benefit to you is getting things done the first time, accurately, and no "back and forth" that may result in costly delays.

Overall, the primary goal of these 75+ Microsoft technologists, in conjunction with your Softchoice Account Executive, is to help you maximize your Microsoft investment through every step of the way.

With constant change across technology licensing and a reliance on those products as a basis for any enterprise, a good understanding of the license implications is important. We will work with the State to ensure that the necessary staff is aware of the "licensing basics" and who they can turn to for additional questions. Often those that work with the products do not always have an in depth understanding (or interest) in the licensing behind them. We feel that it is important to highlight the importance of having an accurate understanding of licensing for those using the products because the State is liable to ensure that it is compliant in its licensing. For example, a server administrator who is not aware of the license rights may setup a virtual server farm without taking into consideration virtualization, fail-over and short-term migration of licenses and thus put the State in a position of non-compliance. As new staff are hired by the State, we will

work directly with them so they understand the licensing basics and will offer a “Licensing 101” session from time to time as licensing and personnel changes, or for those who simply need a refresher.

Working with Microsoft

The relationship between the State of Oklahoma (the client), Softchoice (the LSP), and Microsoft is a tightly integrated one. From Microsoft’s perspective, they see the optimal partnership consisting of Microsoft owning the responsibility for executive briefings, infrastructure optimization, and the contract renewal. The LSP partner primes the responsibility for the agreement preparation and execution, software assurance benefits guidance, licensing logistics and overall account management excellence.

As one of the largest Microsoft partners in North America, Softchoice has an excellent relationship with Microsoft at many different levels. Having a close relationship between the LSP and Microsoft results in the best possible Microsoft experience for the Provinces. Microsoft relies on our expertise on their licenses, programs, and procedures to ensure that our clients receive an overall positive experience and a high level of customer satisfaction. Often Microsoft Account Managers and Technology Specialists defer to us for licensing questions saying, “Ask Softchoice, they’re the experts in licensing”.

Apart from the frontline, client facing, Microsoft team, we have relationships with people in Microsoft Operations and the individuals who manage the various programs found within the Software Assurance Benefits. As well, Softchoice executive meet regularly with their Microsoft counterparts, and have a solid relationship that allows us a direct line into executive support as the needs arise. Being a reliable and trustworthy partner to Microsoft creates a positive team environment and a positive approach to the account management that ultimately benefits our clients.

Online Catalog and Ordering System

Must provide a detailed description of online catalog and ordering, fulfillment, and tracking systems. Capabilities for ordering workflow, routing and approvals. Capabilities for support of state Pcards or Purchase Order purchasing. Include Pcard thresholds if any. Provide screen shots as necessary, general user manual, etc.

Response:

Softchoice has built industry leading reporting and searching capabilities which translate into significant savings in product cost and FTE time requirements. In addition, we offer a number of valuable services to help our customers manage their IT assets effectively, train their end-users on new technology and receive fully optimized solutions based on their unique hardware requirements.

My Softchoice is dedicated to help all areas of your business locate, order, and track technology purchases. For example, we can allow all your end users to conduct product research online with custom messaging, standards, but no purchase abilities or very specific

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dollar thresholds. We can implement a workflow that automatically routes requests based on manager and/or cost center. We can store data that allows you to distribute product, supplier, or other contractual information; your portal can be customized to suit the needs of IT, Purchasing, and Vendor Management.



The customer portal is a highly customizable website that can be "flexed" to match a customer's requirements, whether for 10 standard products or a catalogue of over 350,000 items. Softchoice uses a *proprietary system* to quote and order products for our customers, and it is the basis for our powerful reporting tools. This system captures Division, Line of Business, Cost Centers, PO Numbers, "Ship To" Address, "Ship To" Contact, Buyer, "Bill To" Address, "Bill To" Contact, Comment Field, Softchoice Part Number, Manufacturer Part Number, Product Description, Price, and Quantities.

Softchoice helps our customers find the best products to solve their business problems through our proprietary database, advanced product searching and comparative tools. CNET is an industry leading data information feed that has been integrated into Softchoice's systems. It is used to review product ratings and specifications, and to ensure that product information in our systems is updated instantly when a manufacturer issues a new product release. CNET is an excellent resource to assist customers with technical specifications, integration information, product comparisons, and more.

All Softchoice quotes are managed electronically and are available online 24 x 7 for review, approval, and order placement. Any of your employees who possess the proper access levels can track and view orders, purchase history, agreement details, and current standards, all in real time.

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Search our complete online catalogue by product title, manufacturer/publisher product number, a wide range of technical specifications, product availability, price, and get only those products which match your original search. Softchoice Online simplifies your experience by giving you the ability to make side-by-side comparisons that can easily be e-mailed and shared to your account team or within the organization.

My Dashboard:

Order #	Date	Total	Status	Shipping Status
4861960	01/31/2017	\$891.40 CAD	Involved	Shipped
4860292	01/30/2017	\$11,268.70 CAD	Involved	Shipped
4848323	01/18/2017	\$1,864.50 CAD	Involved	Shipped
4836986	12/23/2016	\$331.06 CAD	Involved	Shipped
4859626	11/07/2016	\$465.90 CAD	Involved	Shipped
4854930	11/01/2016	\$136.45 CAD	Involved	Shipped
4865508	10/20/2016	\$1,719.86 CAD	Involved	Shipped

Custom Reporting Tool:

Welcome to the Custom Reporting Tool

Use the reporting tool to customize a report to your liking and save it. You have the ability to customize all parameters as well as change the way the report is displayed.

[Create New Report](#)

Saved Reports
There are no saved reports.

Pre-defined Reports

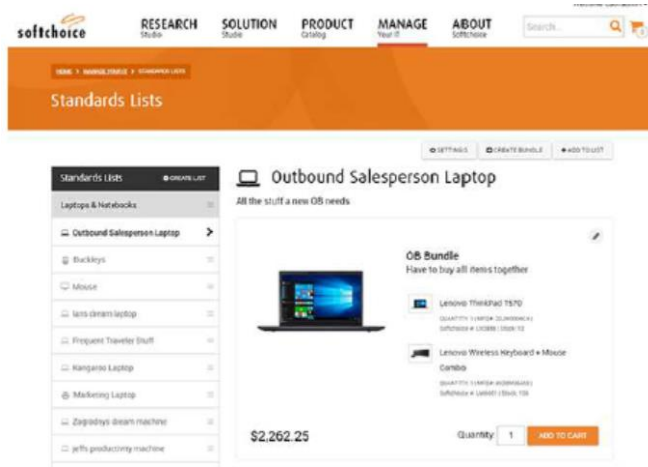
- [My Orders in the Last Year](#)
- [Open Orders](#)
- [Closed Orders](#)
- [All Orders in the Last Year](#)

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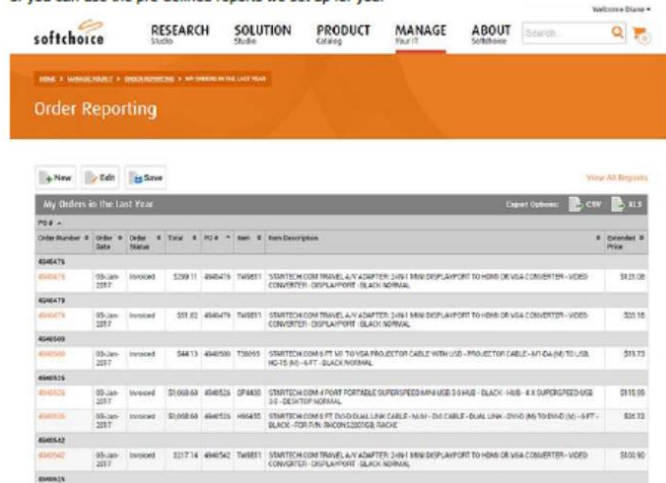
Standards List

Standards Lists makes buying on softchoice.com even easier. With so many products in our catalog it can be challenging to find exactly what you are looking for quickly. With Standards list you can create lists of frequently purchased/company standard items. Lists can be categorized however you would like.



Order Summary

The Softchoice.com Order Reporting tool allows you to view and export your purchase history. You can customize your reports based on your own requirements and save them for repeat use, or you can use the pre-defined reports we set up for you.



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Renewals Calendar

Our Renewals Calendar makes it easy to review upcoming renewals and see what's coming up in the pipeline. You can also add third party renewals to your calendar, giving you a centralized view into all your renewals.



Renewals Calendar

Renewals by Month Renewals by Quarter

Item	Status	Renewal Date	Vendor	Previous Invoice #	Previous PO	Budget Code	Previous Invoice Price	Quantity
11	Approaching	May 19 2018	VORTEX SOFTWARE	298369	SECURITY	\$283.82	\$283.82	2
12	Approaching	May 19 2018	HEWLETTPACKARD ENTERPRISE	294082	REMOTE SERVER REPLAC	\$1,784.24	\$1,784.24	14
13	Approaching	Apr 22 2018	HEWLETTPACKARD ENTERPRISE	198744	ISSU SAS ORDER	\$2,138.18	\$2,138.18	1
14	Approaching	May 19 2018	HEWLETTPACKARD ENTERPRISE	299562	ISSU SAS ORDER	\$2,047.83	\$2,047.83	9
15	Approaching	Aug 19 2018	HEWLETTPACKARD ENTERPRISE	488368	PHYSICAL SERVER	\$112.86	\$112.86	1

Workflows and Approvals

Workflows are a powerful feature that allow you to setup a customized order approval process for your Softchoice orders. Using our easy-to-use Workflow Builder, you can setup a fully customized order approval workflow assigning users responsible for approving/rejecting orders. We provide a number of supplementary tools to give you visibility into pending approvals and statistics to help ensure your order process is running smoothly.



1. Select an Approval Workflow

2. Edit Order-Based Workflow

3. Assign Roles

4. Approve/Reject

5. Approve/Reject

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100. Approve/Reject

All these features are available out of the box and there is no additional cost to enable them.

Must include whether your solution provides effective interactive control and use with non-visual means and provide 508 compliance in accordance with the IT Accessibility and 508 Compliance and shall describe how this functionality is achieved. Must include a completed Voluntary Product Accessibility Template (VPAT). The State may choose to request test links to a sample order catalog and portal to vet the VPAT responses.

Response:

Within www.softchoice.com website we strive to adhere to WCAG 2.0 AA Guidelines.

We execute testing within the browser using the WAVE plugin, and we develop with correct semantics to provide the highest level of accessibility we can provide. All new pages are built to be completely accessible to any users, regardless of any potential predisposed difficulties they might have. We do not have a completed VPAT and are not one hundred percent 508 compliant.

Performance Standards Methodology

Must describe the methodology used to develop your firm's internal performance standards, the processes and tools used to monitor and measure performance against those standards, and the management reporting systems that capture these data.

Response:

Softchoice is not a manufacturer, we deliver professional services provided by staff team members. The Softchoice customer support model is extremely proactive. In addition to the “state of the nation” monthly and quarterly client engagement meetings, Softchoice is always soliciting feedback and making changes and improvement to our models, systems, and procedures. For example, as a direct result of customer feedback, Softchoice altered its sales team models so that every customer has a dedicated Inside Sales Account Manager. Another core business area is our investment in our people. Softchoice salespeople gather twice per year for intensive training on our products, services, and self-improvement.

We have always viewed our customers as important partners in our ongoing efforts to deliver exceptional value. We rely on your feedback to help us improve service levels, which ultimately lowers your total cost of software and hardware ownership.

In order to be a good partner to our vendors and customers, Softchoice is keenly aware of the quality of work we perform. Below is a list of some of the things Softchoice does to ensure we continue to deliver the best and most reliable service in the industry.

- Annual, in-depth customer satisfaction surveys
- Random, web-based surveys on discreet transactions
- Extensive training for our workforce
- Supervisor monitoring of our Inside Sales Account Manager teams
- Regular customer satisfaction surveys – both over the phone and electronically
- License auditing—does the customer qualify for educational pricing? Does the customer qualify for Microsoft Select pricing? etc.

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- Anti-fraud reporting to make sure people are who they say they are and are authorized to make purchases for an organization
- All orders, including on-line orders are reviewed by a person before processing
- Electronic pricing downloads direct from distribution and other partners, eliminating the potential for human error
- An automatic duplicate order checking system
- Regular technology security audits
- Relocation and redundancy of back-end systems

In order to continue driving operational excellence, Softchoice has adopted the Six Sigma methodology. This industry recognized process uses a disciplined, data-driven approach to improve operational processes and has had a positive impact on our customers and partners. Our cross-functional Six Sigma project team focuses on improving and optimizing the quality and efficiency of all our operations to ensure we continue to be a low-cost provider while offering greater stability and innovation.

Must indicate your firm's present customer satisfaction rating, summarize customer satisfaction criteria, and describe the methodology used to measure customer satisfaction. Must include any relevant publication ratings or articles.

Response:

Softchoice randomly polls 2000 customers per month and asks one question: "How likely are you to recommend Softchoice?"

(0 – "not likely at all, 10 – "extremely likely)

Softchoice is consistently scoring 8.5 out of 10 on these surveys.

- 83% rate the overall quality of customer service as either very good or excellent.
- 89% are either very or extremely satisfied with Softchoice as a technology supplier.
- 92% are either very likely or extremely likely to continue doing business with Softchoice in the future.

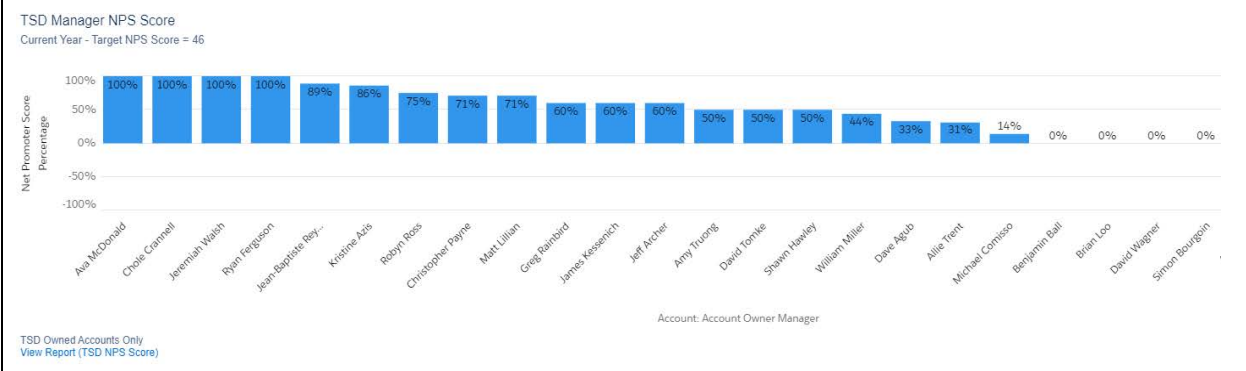
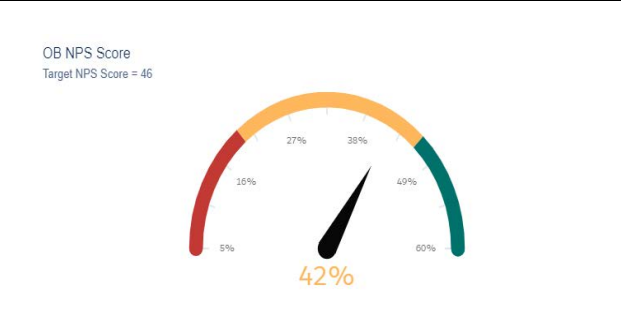
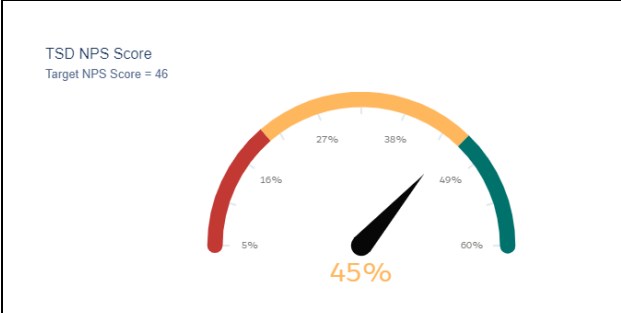
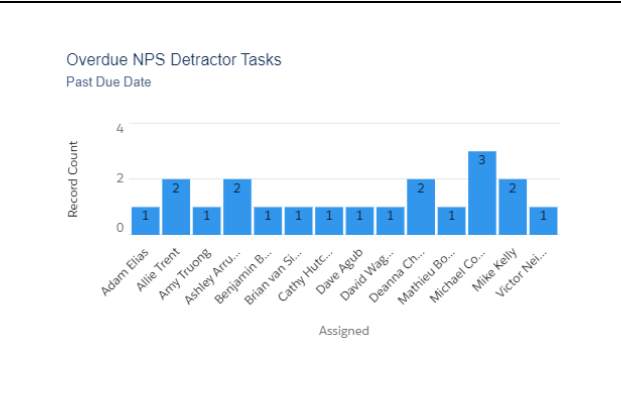
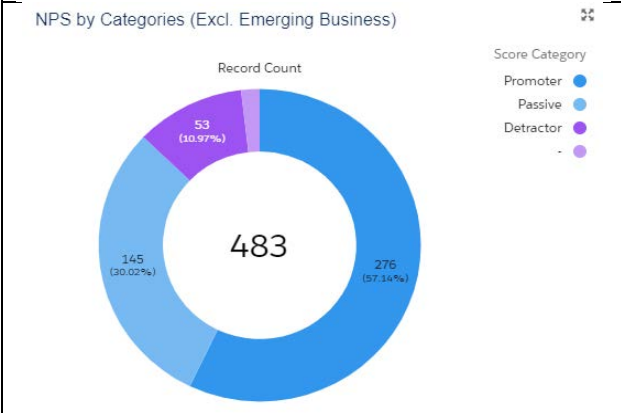
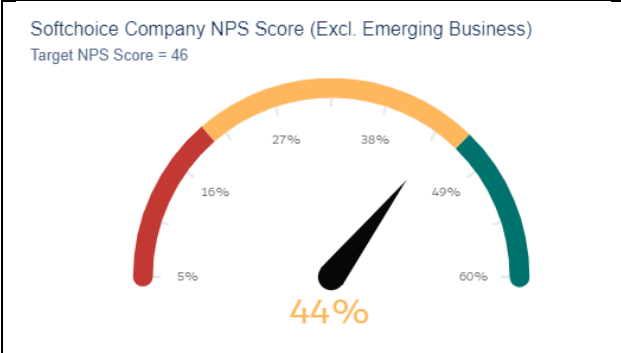
Must describe if your organization sends out customer surveys to recover feedback on its strengths and weaknesses in supporting its clients.

Response:

Yes, monthly Net Promoter Score (NPS) surveys are sent out. Scores are reviewed, feedback is proactively evaluated, and suggestions implemented to improve customer service.

Here are some of the snapshots to show on what basis we measure NPS Activity and results as of Apr 17,2020:

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Governance and Compliance Management

Must describe your firm's management processes that ensure governance and compliance with all federally mandated laws and regulations used by your industry, and in provision of your services to your customers. Also, must provide a detailed description on how you will provide governance and compliance with any of the Authorized User's required security and data privacy requirements, or any other requirements specified in this solicitation.

Response:

Softchoice is fully compliant with all federally mandated laws and regulations. Softchoice compliance is overseen by our Legal, HR and Security and Facilities Departments. Softchoice HR and Legal policies are governed by our Senior Manager, Risk and Compliance.

All users are provided with security and access clearance to both facilities and IT resources based on their role within the organization.

Security to all Softchoice locations is granted by security key card access only. All hardware and software are controlled by restricted licensed access.

Softchoice employee typically do not have access to personal client based personal information.

Security Risk Management Overview

Must provide an overview of your firm's comprehensive security risk management processes including your application, monitoring, and management of the controls used. Must provide details as to how you establish the context for security risk-based decisions, how you assess the risk, how you respond to the risk once it's determined, and how you monitor the risk on an ongoing basis using communications and feedback for continuous improvement within your organization.

Response:

Please refer to Softchoice completed security certification included in Section 13.

At Softchoice we take security and data protection as seriously as our customers. Our organization manages this process through the uses of the following methodologies.

1. Softchoice Security Framework
2. Softchoice Security Policies
3. Employee Technology Use Policy
4. Privacy and Data Protection information on Softchoice.com.

1. Softchoice Security Framework



The Softchoice Security Framework references guidance of the international ‘code of practice’ for information security contained in ISO/IEC 27002 and NIST to implement commonly accepted information security controls. We conduct annual PEN Tests and our Managed Service organization conducts SOC 1 Type 2 audits. We are also PCI-DSS compliant. We have several call centers across North America with the appropriate level of security dependent on the job being performed. Some areas which process sensitive information have additional levels of security and audit. Although we typically handle business contact information only, our organization as of October 2017, has the security and privacy policies in place to meet the HIPAA requirements to sign Business Associate Agreements. The results of any audit conducted did not identify any areas for concern.

2. Softchoice Security Policies

Softchoice has developed security policies which are listed below. The policies are reviewed and tested on a regular basis.

Corporate Security and HIPAA Policies

Policy Name	Area
Security Management Process	Corporate and HIPAA
Workforce Security	Corporate and HIPAA
Security Awareness and Training	Corporate and HIPAA
Facility Security	Corporate and HIPAA
Workstation Server and Device Security	Corporate and HIPAA
Maintaining Confidentiality of ePHI	Corporate and HIPAA

Maintaining Integrity of ePHI	Corporate and HIPAA
Maintaining Availability of ePHI	Corporate and HIPAA
Business Associates and other Arrangement	Corporate and HIPAA
Mobile Device Security	Corporate and HIPAA
Data Classification Handling Policy	Corporate and HIPAA
Wireless Security	Corporate and HIPAA
Email Security	Corporate and HIPAA
Administrative Requirements	Incident Response Policy
Risk Assessment	Incident response Policy
Notification	Incident response Policy
Document Retention Policy, Guidelines, and Processes	Corporate
Secure Document Recycling Policy	Corporate



Information Technology Security Management (ITSM) Specific Policies

Policy Name	Area
Acceptable Use of Technology Policy	Employee Handbook
Account Retention Policy	ITSM
Card Holder Data Management Policy	ITSM
Facility Security	ITSM
Data Backup Policy	ITSM
Data Backup Policy - Serinf	ITSM
Patching Process	ITSM
PCI Security Policy	ITSM
PCI Process Firewall Review Policy	ITSM
Secure Coding and Secure Systems	ITSM
SPF and DKIM for O365	ITSM
Technology Equipment Disposal Policy	ITSM

Keystone Technical Support Center (KTSC) Security Specific Policies

Policy Name	Area
A1.1 Windows Server Patching Procedure	KTSC
Patch Management Strategy - SERINF	KTSC
SERINF – CA UIM – DTC Account Retention & Password Policy	KTSC
SERINF – SOL – ALL – 049 SERINF Cross-Site Backup Solution	KTSC
Solution Document – SERINF Cross-Site Backups	KTSC

3. Employee Acceptable Use of Technology Policy

Annually, each employee is required to review and confirm the “Employee Handbook” which contains information regarding the “Acceptable Use of Technology Policy”. The information reviewed and approved by each employee is based on requirements from our Security and Privacy policies.

4. Privacy and Data Protection information on Softchoice.com

For more information regarding our privacy policy and data protection, please visit the following pages on Softchoice.com

- Privacy
- Data Protection

Disaster Recovery Plan / Security Plan

Must describe in detail your firm's plans to mitigate against any disaster that would affect the ability to provide the proposed Solution. Shall provide a detailed plan of your firm's security infrastructure including, facility and information technology security and provide your firm's plans of action for the following security incidents, as applicable to this solicitation:

- a) *Interruption of service including denial of service attacks*
- b) *Vulnerability incidents*
- c) *Data loss or compromise*
- d) *Insider attacks*

Response:

Softchoice, recognizing their operational dependency on computer systems, including LAN, WAN, database servers, Internet, Intranet and e-Mail, and the potential loss of revenue and operational control that may occur in the event of a disaster, authorized the preparation, implementation and maintenance of a comprehensive disaster recovery plan. Softchoice has a tested and implemented our Disaster Recovery Plan during the recent Covid19 pandemic and includes the following:

- Identify Systems and Applications currently in use
- Analyze Business Impact of computer impact and determination of critical recovery time frames
- Determine Recovery Strategy
- Document Recovery Team Organization
- Document Recovery Team Responsibilities
- Develop and Document Emergency Procedures
- Document Training & Maintenance Procedures

The scope of the Softchoice Disaster recovery plan is to recover computer information services provided by the Softchoice Data Center and networks. Our network encompasses the following:

- General business applications, such as word-processing, spreadsheet and
- database applications
- e-Mail
- File servers supporting all business operations
- Gateway to the supplier applications and other sites
- WEB / e-commerce processing
- CRM application
- Wireless Networks
- Non-Softchoice infrastructure including power grids, telephone switching centers, microwave towers, and cell and wireless transmission sites within a five (5) mile radius of the facility

During implementation of our disaster recovery plan, Softchoice did not stop or cease operations. All networks remain intact. Work was tested all remotely on Thursday March 12th and went live remotely since March 13th, 2019.

Reporting

Must describe and provide examples as necessary your firm's ability to produce the following:

- a) *Monthly newsletters that include such things as trends in Microsoft programs, new releases, Microsoft Workshops, etc.*

Response:

Softchoice sends out monthly newsletters alerting new product features and releases and program changes, as well as hosts frequent webinars and workshops on various topics with industry experts. Softchoice also holds quarterly "Enterprise Lifecycle Management" meetings for all Enterprise Agreements, where new product releases and Microsoft roadmaps are presented.

- b) *Monthly price lists from Microsoft reflecting any and all changes from Microsoft.*

Response:

Softchoice can provide a monthly price lists including changes made by Microsoft that affects the states contract.

- c) *Produce custom reports for Authorized Users on their Microsoft license purchase with details like name of Authorized User, order number, Microsoft Master Agreement, Enrollment Number etc.*

Response:

Softchoice has the ability to pull historical licensing purchase reports that includes all relevant information.

- d) *Any additional reports that would be a benefit to Authorized Users.*

Response:

Softchoice has the ability to create customer reports with details on licensing utilization and cloud consumption through our managed services offerings. Reports to be automatically sent to business owners for items such as renewal of Software Assurance, enrollments expiring, etc.

- e) *Softchoice sends automated notifications for upcoming Software Assurance and contract renewals. Expiring licensing and contracts are also renewed through the quarterly Enterprise Lifecycle Management meetings.*



Response:

Ability to pull and scrub historical reports in order to provide customers with data for usage.

Softchoice can pull historical information regarding usage through Microsoft's portal, as well as custom more detailed reports through our managed services offerings. Softchoice's systems were built in order to facilitate long term, easily accessible, accurate reporting and as such it is one of our biggest strengths. In addition to that, we customize many publisher reports and other *purchase data metrics* to meet the needs our clients' needs. Finally, we excel when held to a stringent set of performance metrics and can provide reporting for review in many areas.

www.softchoice.com

Through Softchoice.com various reporting features, you can easily generate reports that reflect all pertinent order information, including the customer Purchase Order number, PO reference number, part numbers, quantity purchased, quantity ordered and unit price (and measure any delivery charges that may have applied). A clear specification of Ship To and Bill To locations and contact persons are also plainly visible.

Working with Softchoice you can expect to receive the following reports:

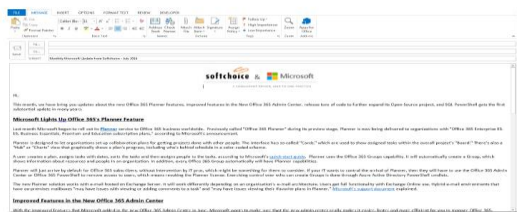
- Annual Budget reports outlining all purchases made in a calendar year (with and without manufacturer maintenance)
- Monthly purchase order reports
- Quarterly account team performance metrics

Softchoice accurately and effectively inventory software found on an organization's servers and computers, providing an effective interface to the State for human-readable review of such inventory; recognizing changes in the software configuration, and providing a mechanism to automate audits and archive audit result data. Please find below the screen shots for monthly newsletter, emails and new information from Microsoft that we send to our customers.

Monthly Newsletters, Webinars, and Events

When: Once Every Month

- ✓ Highlight New Products and Product Features
- ✓ Announcements from Microsoft
- ✓ Webinar Series on Various Topics



Event	Date
Microsoft Office 365 - Product Feature	July 29, 2016
Microsoft Office 365 - Product Feature	July 21, 2016
Microsoft Office 365 - Product Feature	August 3, 2016
Microsoft Office 365 - Product Feature	August 10, 2016



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Please find below the roadmap and changes that we discuss in quarterly meetings and we keep the customer updated with all the latest information.

Microsoft Roadmap/Changes

	<p>New Windows VDA Add-on to M365 - The VDA add-on allows Microsoft 365 E3/E5 users to access Windows Enterprise VDI on dedicated servers when the users don't have a primary device with a Qualifying Operating System (QOS). Additional information here → Effective December 1st 2019</p>
	<p>End of Complementary Dial Out Period for Audio Conferencing – Customers complimentary dial-out capability will end on November 30, 2019. Beginning December 1, 2019, each Audio Conferencing subscription provides 60 minutes per user per month that can be used to dial out to non-premium numbers. Additional information here</p>
	<p>New Microsoft Project Plans – Project Online Professional and Premium are now renamed Project Plan 3 and 5 respectively. Project Plan 1 will be \$10 per user per month and is designed to be an entry point to getting started with Project. Additional information here</p>
	<p>New Skype for Business Server From SA – Microsoft has created new SKU's to incent on-prem Skype for Business Server customers to migrate to cloud PBX (aka Phone System). The from Software Assurance option will represent 15% discount over full subscription license cost. Additional information here → Effective January 1st 2020</p>
	<p>Dynamics 365 Talent replaced by Dynamics Human Resources – Dynamics 365 Human Resources will be released on February 1, 2020, and the Dynamics 365 Talent: Attract and Onboard apps will be retired. Additional information here → Effective February 1st 2020</p>
	<p>Self-Service for Power Platform Users - Beginning January 14, 2020, self-service purchase, subscription, and license management capabilities for Power Platform products (Power BI, Power Apps, and Power Automate) will be available for commercial cloud customers in the United States. Additional information here → Effective January 14th 2020</p>

Microsoft Roadmap/Changes: New Product Releases



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Softchoice reports are recognized as proof of purchase of software license and you can use these reports as official 'receipts' and as a reference for any order that is as per the Stated.

In addition to our online reporting on a per order basis, we leverage our reporting services team to provide dashboard reports on a monthly, quarterly and annual basis. In this way, we can benchmark spend by publisher and manufacturer over specific time periods to assist with tracking, billing and contract negotiations. Furthermore, product fulfillment data is also provided.

Marketing Plan for OMES

In order to ensure that the OMES contract is being utilized in a way that maximizes its efficiency for all the organizations under OMES, Softchoice recognizes that effective communication is critical. We have developed a host of methods that we use to communicate with our current Microsoft customers that we would enhance and specialize to suit the best interests of Oklahoma State institutions. To make sure that those organizations remain up-to-date and informed around all relevant Microsoft and contract information, Softchoice would provide the following:

- a) Quarterly Enterprise Lifecycle Meetings (ELM) with each enrollment.
- b) Share Storm Messaging
- c) Microsoft blog and email updates.
- d) Regularly scheduled webinars.

Microsoft Reporting

In addition to our online reporting on a per order basis, we leverage our reporting services team to provide dashboard reports on a monthly, quarterly, and/or annual basis. In this way, we can benchmark spend by publisher and manufacturer over specific time periods to assist with tracking, billing, and contract negotiations. Furthermore, product fulfillment data is also provided.

Examples:

Purchasing Options – This type of comparison report can be used for any type of purchases of Hardware, Software and Services.

Year over Year Spend Analysis – Being able to provide year over year growth broken out by manufacturer allows you to negotiate deeper discounts and long-term pricing agreements. Showing a manufacturer an increase of 50% year of year in spending drives cost savings discussions to a new level and allows you to leverage their buying power more effectively. Within this report, State of Oklahoma can drill down on each manufacturer to find all the supporting information that make up this spend. Pulling back information such as Ship to, Products ordered, PO #, Cost Centre, Date of Order, etc.

Together, MySoftchoice and Microsoft's VLSC will provide the State of Oklahoma with all the functionality we need to successfully manage the Microsoft investments made through the State of Oklahoma Licensing Agreements. Softchoice will work with the State of Oklahoma to tailor the highly customizable portal to suit the needs of IT, Purchasing, and Vendor Management.

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ORDERING AND LICENSING MANAGEMENT	
<i>MySoftchoice</i>	<i>Microsoft VLSC</i>
<ul style="list-style-type: none"> ✓ Product ordering ✓ Order tracking ✓ Order history reporting ✓ Quote generation/requests ✓ License description and pricing ✓ Approval workflows 	<ul style="list-style-type: none"> ✓ Volume licensing benefits ✓ Download products and keys ✓ Access all licensing information ✓ View relationship summary and license summary details ✓ Review the status of your enrollments, ✓ Activate and consume SA benefits ✓ Relevant licensing and product notifications

The MySoftchoice Portal has predefined Microsoft Agreement reporting that provides the PO, Agreement Number, Microsoft’s invoice number, and the invoice details.

MS ENTERPRISE AGREEMENTS

- My Dashboard
- Standards & Quotes
- Reporting
 - Order Reporting
 - MS Enterprise Agreements**
 - Renewals
- Account Settings
- Help Center

Microsoft Enterprise Agreements

Now you can view the order history for Microsoft Enterprise Agreement 6.0 purchases you have made through Softchoice! Below you will see a summary of the Microsoft Enterprise 6.0 Agreement orders your company has purchased, including price totals. For a more comprehensive account of your purchase history, click on the Details icon to view individual part numbers, item descriptions, quantities and itemized pricing.

PO	Agreement Number	Microsoft Invoice Number	Invoice Date	Details
			28/12/2015	
			30/06/2015	

The “details” tab allows the State of Oklahoma to drill down to the license level by PO to see the items, quantities.

MS ENTERPRISE AGREEMENTS

[View All Agreements](#)

- My Dashboard
- Standards & Quotes
- Reporting
 - Order Reporting
 - MS Enterprise Agreements**
 - Renewals
- Account Settings
- Help Center

Agreement Details

Details - Microsoft Invoice Number

Customer:
 Microsoft Invoice Number:
 Invoice Date:
 Agreement Number:
 PO:

Item #	Description	Quantity
2UJ-00001	DaktpEdu ALNG LicSAPk MVL	8500
M6K-00001	O365Edu ShrdSvr ALNG SubsVL MVL PerUsr	26000
5XS-00002	O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr w/Faculty	26000
54R-00098	CS-MSITAcademy ALNG SubsVL MVL Srvc	3
395-02412	ExchgSwEnt ALNG LicSAPk MVL	12
7WC-00111	FrfmtIdnttyMgrCAL ALNG LicSAPk MVL DvcCAL	200
9GC-00111	FrfmtIdnttyMgrExtConn ALNG LicSAPk MVL	2

The portal also provides the ability to create custom reporting that will provide a number of categories to select from:

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Create a Custom Report

Report Parameters | **Report Type** | Report Preview

Select report type: Item Details Report Order Summary Report

Report Details

1. Select Order Summary Fields:

Order Number Ship to Company Financial Code

Order Date Ship to Address Cost Center

Order Status Ship to City Project Number

Invoice Number Ship to State/Province Approver Information

Invoice Date Ship to Zip/Postal

PO # Shipping Costs

Reference # Taxes

Business Unit Total

Buyer Bill to Contact

Ship to Contact Bill to Company

2. Select Item Detail Fields:

Item Item Subcategory Last Updated

Item Description Comments

Manufacturer Serial Numbers

Manufacturer SKU Asset Tag

Quantity Ordered Record Id

Quantity Shipped Waybill #

Item Price Shipped on Date

Extended Surcharge Shipped by

Extended Price Carrier Code

Item Category Signed By

3. Select Grouping:

Order Number

Order Date

PO #

Status

Item

Manufacturer

4. Select Columns:

COM

DELL

MICR

MISC

SOFT

Previous Next

Once the parameters are set, a custom report will be generated that can be exported to Excel or saved in the portal.

Create a Custom Report

Report Parameters | Report Type | **Report Preview**

Review the first 10 rows of your report. Click **Column Order** to re-order columns. Click **Finish** to close the wizard and view your entire report.

Preview - Untitled z? Column Order

Order Number	Order Date	Order Status	PO #	Business Unit	Total	Item	Item Description	Manufacturer	Quantity Ordered	Item Price	Extended Price
PO #											
4658510	23-Dec-2015	Invoiced				HJ4006	MS ENROLLMENT FOR EDUCATION SOLUTIONS STUDENT - PROJECT PROFESSIONAL USA PACK ALL LANGUAGES E-CERTIFICATE MS EES P2 CSN	MICROSOFT			
4658510	23-Dec-2015	Invoiced				RB5533	MS ENROLLMENT FOR EDUCATION SOLUTIONS STUDENT - VISIO PROFESSIONAL USA PACK ALL LANGUAGES E-CERTIFICATE MS EES P2 CSN	MICROSOFT			
4496529	11-	Invoiced				BUNDLE		SOFTCHOICE	1		5

Previous **Finish**

Account Support

Must describe your firms approach to manage the business and performance aspects of an awarded contract. Including the following:

- a) *Dedicated account team member or members that have experience in servicing Microsoft Enterprise, Select Plus Agreements, etc.*

Response:

Your Dedicated Account Team starts with your Senior Account Executive, Jaspreet Monga, who is responsible for the State of Oklahoma/Softchoice partnership. Jaspreet's role is to oversee the high-level needs of your organization:

- Overall account management and project involvement.
- Participation for State meetings: purchase reporting reviews, pricing updates/changes, program & contract education, and vendor-presentations.
- Assistance and guidance around asset management, technology options, industry trends, cost savings initiatives and opportunities.
- Proactive discussions surrounding hardware savings options to your organization.
- SLA governance
- Overall satisfaction of your account

At Softchoice, we believe exceptional customer service requires dedicated people who know and care about your business. That is why we're pleased to provide you with a unique, first to market, three prong Unified Account Management approach. In addition, your Senior Account Executive, will help manage your needs and put time back in your day. He will take time to understand your technology needs and your preferred methods of conducting business, giving you the pethe State of mind that comes from knowing your requests are in capable hands.

Jaspreet can also be contacted for:

- Information and pricing on more than 400,000 software and hardware products
- Detailed reports on your purchase, order and payment history
- Information and instruction on Softchoice's timesaving tools and technology
- Updates on the latest technology products and promotions
- Proactive notification of deals and promotion; relevant to your business.

Jaspreet Monga – Account Executive

Jaspreet Monga has 8 years' experience in technology sales and Account Management. He is actively engaged in all levels of IT solutions to many of Softchoice's Enterprise & Public Sector clients in the United States. Before joining Softchoice, Jaspreet has had the benefit of best in class training that comes from working for large organizations globally. He has his graduation in Computer Science and his Masters in Sales and Finance. He is really enthusiastic, extremely observant and hardworking.

He manages some of the largest Microsoft Enterprise contracts and helps his customers in their everyday licensing needs and always keep them informed with the changes made by Microsoft. Jaspreet is a dedicated account executive, from both a client and a vendor perspective. He enjoys the challenge of working with influential business leaders and helping them to think differently about the impact that technology can have on their organization. Jaspreet excels in helping clients leverage Softchoice resources to effectively build and execute a road map to bring them through these transitions to a successful outcome.

Anthony Reda – Supervisor

Anthony Reda is currently the Supervisor of the Softchoice SLED East team. Anthony has worked in the public sector at Softchoice for the last 3 years and has primarily focused on managing large Microsoft agreements with State entities. Currently, Anthony manages Softchoice North Carolina Department of Public Instruction Statewide EES contract. His role includes managing the relationship between the State of North Carolina and Microsoft along with directly managing the enterprise education accounts in North Carolina such as Wake County Public Schools & Charlotte Mecklenburg Schools. Anthony and his team have helped transition nearly 70 school districts in North Carolina to M365 E3 and has transitioned large schools districts such as Guilford County Schools to a full M365 E5 model.

Benjamin Ball – District Sales Manager

Based out of Toronto, Ben is responsible for all business-related activities for Softchoice within the Public Sector in the United States. He is actively engaged in creating awareness and demand for Softchoice's IT offerings to our Education, Government and Not for Profit customers. Having been in the industry for over 11 years, Ben sees Microsoft as being a core component to many of his clients.

Jake Plaunt – Microsoft Licensing Specialist

Based out of Chicago, IL, Jake has over 5 years of experience helping public sector organizations with their Microsoft environment. He is a Microsoft Certified Professional in "Designing and Providing Microsoft Licensing Solutions for Large Organizations" and has experience working directly with K-12, Higher Education and State & Local Government. Jake has a proven track record of helping public sector organizations navigate the complexities of Microsoft licensing, while helping them reduce costs and simplify management.

Brian Burns - Microsoft Solutions Architect

Based out of Atlanta, GA, Brian has 20 years of experience in Pre-Sales engineering / Solutions Architecture. Tasks include technical scoping, design, discovery, and solution architecture / creation of Statements of Work. Responsible for supporting the State and Local government teams, as well as Education for the East Coast. Post-Sales duties include Account management / relations, Project Management, Ongoing Support / First Point of Contact after project completion. Architected and Managed over 600 successful technical projects, ranging from 10 to 300,000 users. Projects included Office 365, Azure, Security, Teams, Skype for Business, Exchange, SharePoint, Security, Fax, Contact Centers, and more. Regularly manages up to 55 projects simultaneously, without slippage.

Jennifer Reed – Professional Services Manager

A technology business leader and an innovative problem-solver who pursues goals regardless of setbacks, opposition, or previous failures by others. Strategic sales leader who owns the result responsible for driving revenue growth in a highly competitive technology services industry. Driven and self-confident with experience in delivering large-scale projects--some requiring unpopular change. Tireless leader with a relentless focus on achieving the best customer experience delivered by an engaged and motivated team of technology and sales professionals. Seasoned business management consultant and cloud solution architect with years of experience providing thought leadership and consulting services to organizations in various industries focused on helping businesses achieve their goals by developing innovative solutions using the latest cloud technologies.

Sarah Rousseau – Microsoft Software Assurance Benefits Specialist

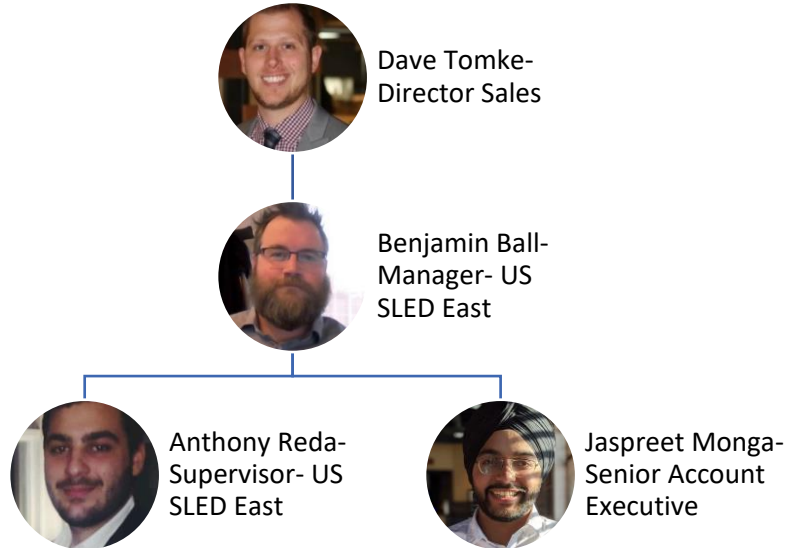
Sarah is a proven leader, strong collaborator, and team player, with 15 years of IT industry experience. Sarah supports the Sales Team, ensuring customers understand the Software Assurance Benefits available to them on their Microsoft Agreements, and how to leverage them to enhance their environment. She has been with Softchoice for almost two years and her role is to help customers optimize return on their Software Assurance investment. This includes:

- Assistance with benefit activation
- Walkthroughs on how to manage and administer each respective benefit
- Sharing of best practices
- Troubleshooting
- On-going training guidance and support

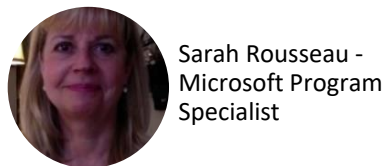
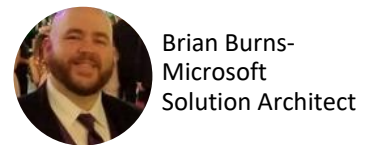


Softchoice / State of Oklahoma Supporting Team Organizational Chart:

Team Org Chart



Microsoft Support Team



Softchoice Microsoft Focused Resources in US East

Softchoice has over 75 technical experts in US East who can answer the State of Oklahoma questions about your solution, product compatibility and lifecycle to help complete your projects.

- 25 Microsoft Solution and Licensing Specialists
- 10 Microsoft Solutions Architects
- 14 Software Asset Management Consultants
- 10 Contract and Operations Experts
- 5 Microsoft Online Portal Administrative Support Managers
- 4 Microsoft Marketing & Event Specialists
- 1 Software Assurance Benefit Specialist

Softchoice In-house Microsoft Resources

Softchoice's Microsoft Licensing Pre-Sales Team

This team consists of 60 people dedicated to being experts in the field of Microsoft Product Use Rights and Licensing. This group of Microsoft Licensing experts work collectively toward ensuring our clients receive all Microsoft updates quickly after they are announced and understand the potential impact of these changes to their specific Microsoft position. This team is available to assist with any technical questions and concerns, or any questions pertaining to the specifics of a client's agreement. In order to provide the top level of service to the State of Oklahoma, Softchoice will dedicate a Microsoft Sales Specialist (MSS) to your Agreement who will be integral in supporting all Microsoft Product and License related inquiries and discussions. The MSS will ensure the to the State of Oklahoma is notified about licensing changes, upgrade options, EOL notices, and tracking agreement details.

Softchoice's Microsoft Licensing Operations Team

This team consists of 25 people tasked with ensuring accuracy and audit on our order and contract submissions to Microsoft. The people shown on the chart represent the Canadian team. This team prepares the Microsoft Contracts and acts as an additional layer of review before contracts are processed with Microsoft. This team helps ensure our clients save time and money by properly submitting and managing the contract process. Softchoice continues to ensure our Sales and Technical support personnel are enrolled and updated with the latest Microsoft training and certifications.

Post Sales Licensing Support

Microsoft is one of our largest and most complex vendors. With online services being their main business drivers; new portals, agreements and support lines are emerging for end-users to utilize. The growing use of these constantly changing services often pose challenges to our clients. Softchoice created a unique team specializing in non-technical Microsoft Licensing issues, referred to as the Post-Sales Licensing Support Team. Our Post-Sales team offers a reliable and consistent support service that all clients can currently utilize. The Post-Sales

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Services is a complimentary service to our Microsoft Agreement clients and would be provided to the State of Oklahoma.

Access to Softchoice Technical and Solutions Architects

Finally, with over 200 technical pre-sales technical and Solutions Architects trained and certified in Microsoft Technologies, Softchoice can offer the State of Oklahoma information on leveraging existing Microsoft licensing and road mapping toward new/future technologies. The Softchoice Microsoft Practice is built on a solid foundation incorporating a center of excellence, very strong vendor relationships, and technical expertise unparalleled in the industry Softchoice Microsoft Services works in partnership with customers to provide customized solutions to develop and evolve their Microsoft solutions across the full range of technologies.

Software Asset Management Experts

These full-time accredited experts make your software management smart and efficient. We've delivered software asset management consultations to over 1300 customers.

- b) *Plan for local account team member(s) to visit current and prospective clients across the entire State to keep them informed on current and emerging software products from Microsoft.*

Response:

In order to ensure that the OMES contract is being utilized in a way that maximizes its efficiency across the State, Softchoice recognizes that effective communication is absolutely critical. We have developed a host of methods that we use to communicate with our current Microsoft customers that we would enhance and specialize to suit the best interests of Oklahoma State. To make sure that entire State remain up-to- date and informed around all relevant Microsoft and contract information, Softchoice would provide the following:

1. Quarterly Enterprise Lifecycle Meetings (ELM) with each enrollment.

We value each and every organization that has entrusted Softchoice with their Microsoft investment. As their Licensing Solution Provider, we are responsible for ensuring that each enrolment recognizes the return that was intended when you committed to a Microsoft Agreement. To do so, we meet with you on a quarterly basis throughout the remaining term of the agreement with agendas for each of those meetings that are specially created around an annual timeline of important actions for ensuring that you get the most from that agreement, while reducing the time and risk that goes into managing it.

Below are the meeting agendas that we propose:

Quarterly Appointment #1

- Review all products and quantities on agreement
- Activate and plan usage of all Software Assurance Benefits
- Plan the deployment of technologies on the agreement

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- Review resources available through your Agreement Reference Guide on softchoice.com

Quarterly Appointment #2

- Softchoice to provide licensing and technology roadmap briefing
- Review potential funding sources from Microsoft, based on your deployment plans
- Explore the option for a Business Technology Review to support deployment planning

Quarterly Appointment #3

- Discuss assessment services available to assist True-Up planning
- Review adoption and consumption of Microsoft technologies
- Explore the option for Keystone Managed Services to support consumption and adoption

Quarterly Appointment #4

- Finalize cost analysis for True-Up
- Review process for order placement and licensing acquisition
- Prepare to schedule new quarterly reviews for the next year of the Agreement

2) Monthly meetings with the contract administrators.

Softchoice currently holds the state-wide educational Microsoft agreement in the State of North Carolina, and part of what has allowed us to increase our coverage and effectiveness has been the presence of monthly meetings with the North Carolina Department of Public Instruction. While we are available to the NCDPI at all times – and are in regular contact with them about numerous items – these scheduled meetings allow us to do two things which are incredibly important for a contract like this: address any existing issues that are slowing the adoption of the contract and outline further steps to increase adoption within the stakeholders.

Whenever an issue arises, there are numerous points of contact available to the stakeholders, including their dedicated sales representatives, the management team, and an email alias that goes to everyone involved on the contract. Softchoice commits to resolving those issues as soon as possible and will work with the OMES on an agreeable SLA to ensure that problems do not continue. That being said, having this monthly meeting to review any issues – and how they can be prevented moving forward – has been hugely helpful in making sure that everyone is on the same page and the issues have truly been resolved.

We also use these meetings to closely align with the goals of the guiding organization, which would be the OMES in this case. Are there specific messages that we should be taking out to the customers? Are there changes that Microsoft has made that affect these customers? This time allows us to sync up with both groups to make sure that messaging is complementary and being communicated in the most effective ways.

3. In-person meetings at regional sites.

Softchoice believes that it is valuable to meet our customers in-person when given the opportunity and as in when a need is required. Given that, Softchoice would work with OMES and the participating institutions to arrange annual in-person meetings broken out regionally in

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Oklahoma. As we currently have the State segmented, this would include an annual meeting in Oklahoma. We will work with the State to ensure that the regional breakdown was acceptable.

4. Microsoft blog and email updates.

Softchoice maintains an active blog around Microsoft technology that is available at www.softchoice.com/blogs, where we provide thought leadership and practical business advice from some of the industry's top minds. On top of that, we routinely send out updates to all of our Microsoft customers around changes in the industry, what the impact is to them, and how Softchoice is helping to navigate that change effectively.

The Softchoice Blog: Office365
Thought-leadership and practical business advice from some of the technology industry's top minds.

NEWSROOM ORIGINAL RESEARCH THE SOFTCHOICE BLOG INNOVATION EXECUTIVE FORUM

The screenshot shows the Softchoice Blog homepage with a navigation bar and several article thumbnails. The thumbnails include: 'Skype for Business is now Microsoft Teams' (dated November 8), '3 Secrets to Getting the Most Business Value from Office 365' (dated April 20), 'Cloud Solution Provider (CSP) and the ABCs of modern Microsoft cloud licensing (Updated)' (dated April 18), 'Getting secure in a mobile-first world with EMS' (dated December 2), and 'Is it time to look at Skype for Business and Cloud PBX?' (dated June 9).

The Softchoice Blog: Office365
Thought-leadership and practical business advice from some of the technology industry's top minds.



NEWSROOM ORIGINAL RESEARCH THE SOFTCHOICE BLOG INNOVATION EXECUTIVE FORUM

This is a duplicate of the screenshot above, showing the Softchoice Blog homepage with the same navigation bar and article thumbnails.

5. Regularly scheduled webinars

Softchoice routinely hosts webinars around the latest news and releases from Microsoft, specifically focusing on how customers can get the most out of their investments by deploying new Microsoft technologies, as well as sharing examples of how similar institutions are using these technologies to better serve their faculty, staff, and students.

Below is an example of the webinar invites that would go out to schools in order to help them maximize the investment from this contract.



Dear Natalie,

Many believe that hosting email on premise is more secure and cost-effective than leveraging the cloud.

With phishing scams becoming more sophisticated and end-users demanding more mobility at work, leveraging Office 365 effectively can provide a more cost effective, easier to manage and more secure messaging platform.

Join us on **March 6th** for an **Office 365 Fundamentals** webinar where we'll tackle:

- Microsoft Exchange Online in Office 365: Benefits and why the time to move is now.
- How to enhance your email security posture with Exchange Online Protection and anti-phishing services.
- How to set the foundation for your end-user modern collaboration technology.

Don't miss out! Even if you are unable to attend, register and you'll get a recording of the webinar.

[Register Here](#)

6. Participation and support in OMES events and conferences.

Upon award of this contract, Softchoice would work hand-in-hand with OMES to drive attendance to all events and conferences, as well as offer support in the form of resources, technical experts, and dedicated sales representatives



Value Added Services

*Bidder should provide information on any **value-added products or services** that it may provide including, but not limited to, training, consulting, installation and home-use program.*

Response:

The table below is a representation of other value-added services provided to Softchoice customers as compared to competing LSP entities.

Role	Activities	Softchoice	LSP
Licensing Help Desk	• Product Roadmaps/ Solution design	✓	
	• Program/ Contract related questions	✓	✓
	• Basic product licensing	✓	✓
	• Advanced product licensing	✓	
	• Cost modeling and Analysis	✓	
	• Negotiations/Market Insights	✓	
SAM Services	• License Audit Assessments	✓	✓
	• IT Asset Management as a Service	✓	
	• Cost Containment Consulting	✓	
	• Entitlement Management (Reporting)	✓	
	• SAM Process Engineering	✓	
Contract Admin & Support	• Contract(s) and order processing	✓	✓
	• SA Benefits Administration	✓	✓
	• MVLS Site Administration and Support	✓	
	• House keeping	✓	✓

While we have attempted to fully describe the Value-Add which Softchoice is able to bring to the State, the following are additional areas for your consideration.

Softchoice’s Technical Microsoft Status

Softchoice is also much more than just a software reseller. Through our extensive partnership with Microsoft, we also offer many Microsoft centric Services including roadmap consulting, deployment support, licensing advisory, implementation services, and technology viability assessments. By participating in the program known as *Microsoft Partner Network*, Softchoice maintains a high number of Microsoft certified areas of specialization, known as *Microsoft Competencies*. The following are our current Softchoice Microsoft Certification Levels:



- Gold Cloud Platform

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Solicitation Number 090000043**



- Gold Cloud Productivity
- Gold Enterprise Mobility Management
- Gold Messaging
- Gold Data Analytics
- Gold Data Platform
- Gold Communications
- Gold Application Development
- Gold Collaboration and Content
- Gold Data Analytics
- Gold Small and Midmarket Cloud Solutions
- Gold Windows and Devices

Our Project Approach

Softchoice customers can take advantage of a depth of technology expertise available both from our Enterprise Architect Teams as well as our Professional Services delivery teams. These teams provide practical technical expertise from team members with an average of 15 years of hands on and strategic technical management positions. Former CIOs, IT Directors, Practice Leaders and long-standing consultants set our teams apart.

What we offer our Customers:

- Vendor agnostic approach
- Assessment-led methodology
- End-to-end project management
- Flexible options: Turn-key & Customized
- Best practice knowledge transfer

Customer Benefits:

- Move from maintenance to innovation
- Optimize IT infrastructure
- Reduce costs & resource strain
- Faster project delivery
- Industry Expertise
- Singular oversight & accountability

Our approach to delivering the ideal solution that matches your organization's needs is based on the following 3 key principles:

1. **Working in partnership:** We always work in a collaborative partnership with our clients, providing honest advice on the viability of your objectives. As trusted advisors we will provide you with high quality support in the Proof of Concept implementation. We will also support you in assessing parallel and/or subsequent projects if required.

- 2. Effective communication and stakeholder engagement:** We believe in engagement with key stakeholders from the outset to ensure transparency of objectives and facilitate buy-in throughout the implementation cycle.
- 3. Skills and capability transfer:** In keeping with industry best practices, we always aim to incorporate skills and capability transfer activities into our day-to-day running of projects. We always recommend joint Softchoice / client delivery teams on our engagements to ensure that we obtain the best possible understanding of your business whilst transferring skills and capability from our consultants to your staff.

Softchoice has built an extensive customer base with over 15,000 customers across North America. We have helped our clients optimize their existing infrastructures while integrating new technologies to help their business mitigate risk, reduce operational costs, increase productivity, and maximize efficiencies in existing technologies.

Business Focused Sessions

Organizations that view IT as a *strategic enabler*, evaluate projects and architectures differently than those who run IT like a cost center. Looking at the big picture, with a long-term IT strategy of the State, decisions are evaluated based on the broader value and impact to the organization.

Softchoice will facilitate business-oriented sessions for the State. When feasible we will engage experts in given fields to speak to high-level business requirements. We can bring non-technical experts to address business concerns that are deeper than technical issues. Within Softchoice we have a depth of experience in dealing with all levels of government and understand the unique requirements of the public sector. We can create linkages between Government officials with officials in other jurisdictions with similar requirements and problems.

To complement this, Softchoice offers a variety of *Advisory Services* which are focused on aligning business outcomes with technology design, as well as *Assessment Services* which provide the data and analytics to help you make the right decisions in key areas of technology for the State's benefit.

Through our regular meetings and sessions with the State, we expect to gain insight you are your requirements and will coordinate sessions based on those requirements. We cannot profess to providing solutions to your business problems without an in depth understanding of them. Through close communications and coordination with Microsoft and as a North American organization with a far reach across various jurisdictions, we will leverage our relationships and technical expertise to bring you the best solutions possible.

Product Demonstration and Evaluation Services

Softchoice will work closely with the State's staff in uncovering which products may be worth a closer look. Often a new release of a product triggers a request for deeper investigation. When a product has garnered some interest, Softchoice will work with Microsoft to arrange for a demonstration. Depending on the product, this may be done remotely via Lync or onsite at the State. Since Microsoft is the expert on their products, they are generally best suited to

demonstrate new products or new versions. We will act as intermediaries to coordinate the demo session and pursue any follow-up activities should further testing or a proof-of-concept be required. We can also coordinate sessions such as the Microsoft *Customer Immersion Experience* (CIE) which allows for a hands-on experience of using Microsoft technologies such as Office, Exchange, and Teams. Softchoice provides the hardware and software and sets up a workstation for each participant to test the features in a guided lab setting.

Our consultants are also available on a pre-sales capacity to demo and discuss Microsoft technologies in which we house expertise. They can offer third party insight into whether a product is suited for your environment and suggest real-world implications if it is something that we have worked with in other clients' environments.

However, sometimes a demonstration is not enough, and the need to formally study and validate the feasibility of a new technology is required. Our consultants work closely with Microsoft and are continually exposed to and being trained on new product and technologies. Given our depth of technical skills with Microsoft, we are well-equipped to assist the State in the evaluation of interested Microsoft technologies or products. This extends past a simple demonstration of a product, to a more complex professional services engagement such as a technology assessment, or the design and implementation of a proof-of-concept.

At Softchoice, we understand that our clients need to effectively evaluate technologies, prior to undertaking the arduous task of developing a business case for procurement. Because of this, we have developed a variety of *assessment led services* known as *Assessment Services* that facilitates effective decision making. They cross numerous technologies, with many specific to Microsoft. Essentially, whatever the evaluation criteria may be, Softchoice can assist.

As the above example demonstrates, whatever project requirement the State may have, Softchoice has the breadth of Microsoft focused knowledge, whether technical or licensing related, to help the State effectively evaluate Microsoft products or technologies.

Microsoft Related Communications and Collateral

Softchoice will supply regular communications and resources to keep them informed on information related to Microsoft Volume Licensing. There are variety of resources we can provide, including:

- Licensing Updates
- Price Change Notifications
- Microsoft Navigator Blog
- Event Invitations

Softchoice can also supply key Agreement Administrator's electronic copies of reference material to keep on hand for future reference. Such examples may include:

- Technology Licensing Guides
 - Ex: SQL Server 2014 Licensing Datasheet
- Licensing Whitepapers and Briefs

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- Ex: Licensing Microsoft Server Products for Use in Virtual Environments
- User Guides
 - Ex: Microsoft Volume Licensing Service Center (VLSC) User Guide
- Licensing Program Guides
 - Ex: Select Plus Program Guide

With the high volume of material available from Microsoft, having a partner that can quickly and easily navigate to the right information is important. With the complexities in some of the licensing scenarios, having licensing references available for quick distribution can be a benefit to staff.

Microsoft Price Lists

Softchoice has experience in creating customized electronic price lists for their clients and will gladly create them for the State as required. Created within and saved in Excel format, these files can be easily provided to the State via email and will reflect accurate pricing for each applicable Microsoft licensing program.

Roadmaps

When you work with Softchoice, our agnostic computing specialists will conduct a complete review of your current state and how well it is meeting both business and end-user needs. You will gain insights into product roadmaps to identify the most relevant devices and how to leverage vendor purchasing programs to secure the best possible pricing. And we will help keep you on track by providing ongoing reviews to make sure you are achieving your desired outcomes and getting ahead of the planning curve. The end results are cost savings, greater compatibility, predictability, and more satisfied employees.

As part of the Microsoft Enterprise Agreement Softchoice will provide License & Technology Roadmap Planning, which would include:

- New Softchoice Services
- Licensing Changes
- New Product Releases
- New Azure Services
- Product End of Support
- Promotions

We would present all relevant information to the State of Oklahoma on a quarterly basis during our Enterprise Lifecycle Management business reviews.

Customer Immersion Experience

In addition, Softchoice will organize an executive briefing during 2020 as part of our Microsoft Customer Onboarding experience. We will coordinate with our key leaders from Softchoice Innovation team and Microsoft practices (including Data platform, application modernization, Azure, Systems Management, End User Productivity). Working with the State of Oklahoma, we



will define an agenda and number of days to work through a full briefing where Softchoice will fully understand the strategic and technical initiatives of the state and map to Microsoft and other key enabling technologies. Softchoice will share the Microsoft vision and how we can enable the State of Oklahoma success with Microsoft. These conversations will trickle down into the day-day engagement, allowing Softchoice representatives to bring tailored insights and ideas to ensure everything we do aligns from the top down vision for the State and the enabling technologies for the strategy. This briefing will also be repeated during the Microsoft EA Renewal process, to ensure that the new agreement will perfectly match up with your new agreement.

Assessments

Softchoice provides fully funded assessments which differentiates us from most of the resellers. It helps our customers to make sure that they are compliant with their installed software. It helps them to save costs and simplify management of software licenses.

- **Softchoice offers a complimentary Licensing Report** for top software vendors we currently work with. Please find below some of the top vendors we work with and help you with fully funded assessment for these and many more vendors:

Check Box to request licensing report

Client Software

- Adobe
- Autodesk*

Backup & Recovery

- Veeam
- Veritas

Infrastructure & Management

- Citrix Citrix Org. ID: _____
- IBM*
- Microsoft
- Novell
- Redhat
- VMware

Security

- Kaspersky
- McAfee
- Sophos
- Symantec
- Trend Micro

Please find below some of the assessments that we conduct for our customers:



- **Optimize IT investments with Software Asset Management**

Optimize IT Investments with Software Asset Management

In today’s complex IT environments, managing multiple licensing contracts is a challenge. **This is especially true with the added complexity associated with Public Cloud, where the risks of unseen consumption and redundancies in application usage increase daily.** As contracts multiply in number, and are held across multiple business units, the visibility required to ensure a healthy ROI diminishes. What’s the solution?

The path forward

IT managers need a better way to optimize their IT spend and stay ahead of vendor audits. They need:

Vendor Program Specialization:

To identify the right product and most cost-effective, risk-averse purchasing solution for their unique requirements

Integrated Visibility:

Modern inventory and analysis tools that provide singular and consistent insight across all Public Cloud and on-premise assets

How to advance your strategy

When your IT department is focused on day-to-day operations, finding time to manage complex licensing agreements and fluid Public Cloud subscriptions is a challenge. Softchoice bridges the gap with a proven Software Asset Management (SAM) strategy that consolidates the tools and IT support you need to build and manage your Software Asset Management practice.

Our Offering	What we do	What you’ll gain
Softchoice Advantage Program	<ul style="list-style-type: none"> • Asset discovery and inventory reporting for all on-premise and Public Cloud assets • Consolidate insights across all asset types through a personalized Software Asset Management dashboard • Provide consultant-led gap reconciliation services to close risks and reduce costs • Offer quarterly planning engagements to adapt vendor and customer roadmaps against licensing strategy • Provide representation and defense support in the event of vendor audits 	<p>The industry-leading tools and specialized resources you need to operate a modern Software Asset Management practice consistently across your entire set of software assets.</p> <p>The ability to mitigate licensing costs and compliance risks, while freeing up your IT department to focus on business initiatives.</p>



- **Softchoice Datacenter TechCheck**

Painting the Infrastructure Picture

In order to meet demands of the business and leverage new methods for application delivery, IT leaders need the right information and framework to make increasingly complex decisions.

Softchoice’s Datacenter TechCheck is ideal for organizations that want to understand the performance of their current infrastructure components to better evaluate and plan for enhanced application delivery. The insights derived from the Softchoice Datacenter TechCheck provide the foundation for a transformational journey by delivering a fact-based portrait of the current state environment to aid future planning.

Deliverables	Client Benefits
<p>Discovery Using agent-less data collection tools</p>	<ul style="list-style-type: none"> • Little to no effort required from internal teams. Tools are non-intrusive and transparent
<p>Analysis Completed through senior in-market experts</p>	<ul style="list-style-type: none"> • Benefit from 180+ presales resources across all technologies • Get a comprehensive view of datacenter software, server and storage interdependencies
<p>Workshop & Analysis Report A comprehensive report with recommendations</p>	<ul style="list-style-type: none"> • Identify areas for performance and utilization improvement • Identify opportunities for infrastructure, virtualization, and software licensing optimization. • Support business cases and return on investment (ROI) analysis • Receive recommendations for innovative technologies based on current and future business requirements

Our Value

Regardless of where you might be in your datacenter journey, the Softchoice Datacenter TechCheck provides an accelerated review of the current environment to deliver actionable insight to help plan for the future. IT leaders will also learn what similar organizations are doing within their datacenters. All of this provides new ideas and options tailored to your business and environment for delivering applications more efficiently.



- **Public Cloud TechCheck**

The path forward

IT leaders need support to get it right the first time. Successful organizations know that the key to a streamlined Cloud migration is securing the guidance of experts who follow best practices learned through hundreds of engagements. With the right support, you can:

Migrate a production workload

Get first-hand experience with the Cloud and understand what it means for the business

Establish operating procedures

Curtail risks by ensuring processes are structured and visible across silos

Establish cost-management practices

Ensure your migration to the Cloud doesn't cost your organization more than it needs to

Make a smarter migration to the Cloud

Migrating to the Cloud is complicated. However, with the right people and tools in place, you can build up your expertise and accelerate your Cloud strategy. **The Public Cloud Accelerator combines the planning, migration, mentorship and management support to increase your Cloud knowledge and set the foundation for future success.**

Our Offering	What we do	What you'll gain
<p>Public Cloud Accelerator</p>	<ul style="list-style-type: none"> • Full day workshop to envision and plan • Work with your team to architect and migrate a production workload to the Cloud • Help you establish governance and operational guidelines to ensure security and create a foundation for success • Provide a management dashboard that offers a consistent approach to managing Cloud costs • Provide 24x7 support and mentorship – during and after your migration • Provide a formal review of your migration to solidify best practices and identify areas for future improvements 	<p>Learn how to select the right virtual machine, storage resource and network configuration to support your workload. You will also learn best practices for governing, securing and using infrastructure as code to improve the efficiency of your Cloud environment.</p> <p>The ability to allocate costs to department or workload, monitor consumption and optimize your environment over time.</p> <p>The mentorship you need to grow your internal Cloud expertise.</p>



- Network Assessment/ Readiness**

Aging infrastructure can wreak havoc on IT. Years of bolting on more technology has reduced network visibility, increased pressure on your team, and has prevented your ability to meet the demands of innovation and the mobile workforce. Add in heightened security concerns and the complications of preparing for Hybrid IT, and even the best-laid strategy can go astray. Now what?

The path forward

As the pressure to move faster increases, your team needs new ways to transform your network. This can be accomplished through:

Virtualization:

Creating a software-defined network

Automation:

Developing standards for network configuration and provisioning

Network security:

Protect your entire network environment – not just the perimeter

How to advance your Network Readiness strategy

IT departments are stretched thin at the best of times. Juggling resources to support current infrastructure and support new technology, while setting the stage for Hybrid IT, can seem next to impossible. No matter where you are in your IT journey, Softchoice can get your network ready to adopt Hybrid IT, based on your unique needs.

Our Offering	What we do	What you'll gain
Assessment Services	<ul style="list-style-type: none"> • Catalog and review existing assets, licenses & contracts • Workload-centric roadmap and migration plans • Cost, gap and risk assessment 	<p>A solid understanding of any exposure to cost and risk, resulting from unsupported or unmanaged network assets. Insights and recommendations to ensure your network can securely and reliably support the applications running in your Hybrid IT environment.</p>
Professional Services	<ul style="list-style-type: none"> • Secure unified infrastructure, architecture and design • Implementation support that leverages standard processes, tools, scripts and templates 	<p>A smooth transition to Hybrid IT thanks to proven methodologies and best practices, leaving you with a solid foundation designed around your critical needs.</p>
Managed Services	<ul style="list-style-type: none"> • Proactive 24/7 technology mentorship • Multi-cloud, data center and network infrastructure management • Integrated technology operations management • Service level management and governance • Access to large pool of experienced technology experts 	<p>Expand your team's ability to take advantage of your agile Hybrid IT environment while controlling costs, keeping current with best practices and getting the most out of your IT investments.</p>



- Azure Techcheck Assessment**

It's a fact: migrating to the Cloud is more complicated than many organizations have the capacity to deal with. Often for internal teams, the learning curve is too steep, the security risks too great, and cost overruns are everywhere. You need to move workloads, build in consistent security, usage and cost monitoring procedures, and keep up with the speed of the business. It's a tall order.

The path forward

IT leaders need support to get it right the first time. Successful organizations know that the key to a streamlined Cloud migration is securing the guidance of experts who follow best practices learned through hundreds of engagements. With the right support, you can:

Migrate a production workload

Get first-hand experience with the Cloud and understand what it means for the business

Establish operating procedures

Curtail risks by ensuring processes are structured and visible across silos




Establish cost-management practices

Ensure your migration to the Cloud doesn't cost your organization more than it needs to

Make a smarter migration to the Cloud

Migrating to the Cloud is complicated. However, with the right people and tools in place, you can build up your expertise and accelerate your Cloud strategy. **The Azure Accelerator combines the planning, migration, mentorship and management support to increase your Cloud knowledge and set the foundation for future success.**

Our Offering	What we do	What you'll gain
<p>Azure Accelerator</p>	<ul style="list-style-type: none"> • Full day workshop to envision and plan • Work with your team to architect and migrate a production workload to the Cloud • Help you establish governance and operational guidelines to ensure security and create a foundation for success • Provide a management dashboard that offers a consistent approach to managing Cloud costs • Provide 24x7 support and mentorship – during and after your migration • Provide a formal review of your migration to solidify best practices and identify areas for future improvements 	<p>Learn how to select the right virtual machine, storage resource and network configuration to support your workload. You will also learn best practices for governing, securing and using infrastructure as code to improve the efficiency of your Cloud environment.</p> <p>The ability to allocate costs to department or workload, monitor consumption and optimize your environment over time.</p> <p>The mentorship you need to grow your internal Cloud expertise.</p>

IT Lifecycle Services	Professional Services	Managed Services
		
Software Hardware Technology Reviews	Assess Implement Assessment	Technology Adoption Managed Hybrid IT
Data Center Cloud Readiness Cisco Asset Review	Workload Network Readiness Productivity Readiness Identity Management	Managed Cloud Managed Data Center and Network
Licensing Assessments	Accelerator	Managed End User Productivity
Licensing Assessments for Microsoft, IBM, Adobe, Oracle	Public Cloud Data Platform Network Cisco Security Power BI Hybrid IT Teams	Managed Cisco Collaboration Managed Office 365 Managed End User Helpdesk
Device Lifecycle Management	Windows 10 Office 365 M365 EMS Device Management Identity Management	Essentials
Procurement Services		Cisco Essentials

*Details of Services has been added in Section 10 & Section 8 value added items Section.

Highlighted in bright (yellow) is Softchoice's discount offered to the State of Oklahoma for the current volume license programs (VLP) with Microsoft. We value your business, and have provided an aggressive blended discount by segment, VLP and category. Additionally we've included the Microsoft discount to an authorized License Solution Provider (LSP) in (gold) to show the variety of discounts offered within the additional VLP detail tabs.

Softchoice is responding to the RFP as requested with a discount from list in table below. However, we believe the table will illustrate that today Microsoft pricing model to resellers provides inconsistency in the discounts from list price (which is what determines our cost). This lack of consistency makes it difficult for Softchoice to provide a single discount from list that is equally aggressive across all products at any given time. We would like to propose a hybrid pricing model with OMES. Such a model would still allow for calculation of a discount from list at any given time, but would be based on a not to exceed a cost plus that is mutually agreeable. Doing such a thing would allow Softchoice to guarantee the State of Oklahoma the best possible pricing consistently on all products for the life of a contract.

			Microsoft Average Discount to LSP	Microsoft Minimum Discount to LSP from list	Minimum Discount from List including Administration fee
Government					
	Volume License: Enterprise (Exhibits 1-6)				
	Servers		18.41%	17.70%	16.40%
	Productivity		19.69%	17.72%	16.42%
	Office Suite - Government Cloud (GCC)/O365/M365		19.92%	19.16%	17.88%
	Operating Systems		17.69%	17.69%	16.39%

Government					
	Volume License: Select Plus				
	Servers		17.74%	17.70%	16.25%
	Productivity		18.44%	17.70%	16.25%
	Office Suite - On Prem		12.37%	5.32%	16.25%
	Operating Systems		20.40%	17.77%	16.25%

Academic					
	Volume License: EES				
	Servers				15.25%
	Productivity				15.25%
	Office Suite				15.25%
	Operating Systems				15.25%

***Please Note for EES** For EES: Products like M365 A5, ATP, A5 Security Suite, Pwr BI, we can give max of 10% off list as Microsoft Gives 10% to a LSP off list. For all pass through SKU's we will be able to provide 0% discounts as MS gives 0% discounts to a LSP on all pass through SKU's. For Other SKU's we will provide 15.25% Discount off ERP

Academic					
	Volume License: Select Plus				
	Servers		17.82%	17.70%	16.25%
	Productivity		18.95%	17.50%	16.25%
	Office Suite - On Prem		11.52%	6.53%	16.25%
	Operating Systems		17.69%	17.39%	16.25%

Service Rates			Y1	Y2	Y3
Role	Standard Hourly Rate	Exhibit 1	\$5,559,227.25	\$5,559,227.25	\$5,559,227.25
Consultant	\$300	Exhibit 2	\$2,873,548.27	\$2,873,548.27	\$2,873,548.27
Solution Architect	\$210	Exhibit 3	95158.05	95158.05	95158.05
Senior Solution Architect	\$235	Exhibit 4	\$2,929,449.29	\$2,929,449.29	\$2,929,449.29
Project Management	\$200	Exhibit 5	\$243,792.00	\$243,792.00	\$243,792.00
		Exhibit 6	\$1,780,341.67	\$1,780,341.67	\$1,780,341.67
		Total Price to State (USD)	\$13,481,516.52	\$13,481,516.52	\$13,481,516.52

*Projects could be T&M or Fixed Cost and rates could vary accordingly.

Total Price to State for three years for all Exhibits combined (1-6)(USD)	\$40,444,549.57
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Price List	License Agreement	Program	Product Family	Product Type	Part Number	Product Description	LSP Partner Price (USD)	Customer Reference Price or ERP (USD)	Pricing Unit	Microsoft Discount to LSP	Softchoice Discount to Oklahoma
SERVERS											
United States Direct To Reseller	Government	Enterprise 6	Azure DevOps Server	Software Assurance	125-00124 VL-YSLG1A	AzureDevOpsServer ALNG SA MVL	\$62.52	\$76.00	Each	17.74%	16.44%
United States Direct To Reseller	Government	Enterprise 6	Azure DevOps Server CAL	Software Assurance	126-00183 VL-YSLG1A	AzureDevOpsServerCAL ALNG SA MVL DvcCAL	\$62.52	\$76.00	Each	17.74%	16.44%
United States Direct To Reseller	Government	Enterprise 6	Azure Monetary CommitmentG	Monthly Subscriptions-VolumeLicense	J5U-00001 VL-YSLG	Azure Monetary Commitment - US Gov	\$100.00	\$125.00	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	Azure Monetary Commitment	Monthly Subscriptions-VolumeLicense	6QK-00001 VL-YSLG	Azure Monetary Commitment	\$100.00	\$125.00	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	Power BI Pro	Monthly Subscriptions-VolumeLicense	NK4-00002	PwrBIPro ShrdSvr ALNG SubsVL MVL PerUsr	7.47	9.4	Monthly	20.53%	19.28%
United States Direct To Reseller	Government	Enterprise 6	SQL Svr Enterprise Core	License/Software Assurance Pack	7JQ-00343 VL-YSLG1A	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	\$2,220.24	\$2,698.00	1 Yr(s)	17.71%	16.41%
United States Direct To Reseller	Government	Enterprise 6	SQL Svr Enterprise Core	Software Assurance	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	\$2,109.24	\$2,563.00	1 Yr(s)	17.70%	16.40%
United States Direct To Reseller	Government	Enterprise 6	Sys Ctr DataCenter Core	License/Software Assurance Pack	9EP-00208 VL-YSLG1A	SysCtrDatactrCore ALNG LicSAPk MVL 2Lic CoreLic	\$48.48	\$59.00	1 Yr(s)	17.83%	16.53%
United States Direct To Reseller	Government	Enterprise 6	Win Rmt Dsktp Svcs CAL	License/Software Assurance Pack	6VC-01254 VL-YSLG1A	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL UsrCAL	\$21.36	\$26.00	1 Yr(s)	17.85%	16.55%
United States Direct To Reseller	Government	Enterprise 6	Win Rmt Dsktp Svcs CAL	Software Assurance	6VC-01253 VL-YSLG1A	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	\$17.76	\$22.00	1 Yr(s)	19.27%	18.00%
United States Direct To Reseller	Government	Enterprise 6	Windows Svr ExtnConn	Software Assurance	R39-00396 VL-YSLG1A	WinSvrExtConn ALNG SA MVL	\$326.04	\$397.00	1 Yr(s)	17.87%	16.58%
United States Direct To Reseller	Government	Enterprise 6	Core Infrastructure Svr Ste DC Core	Software Assurance	9GS-00135 VL-YSLG1A	CISSteDCCore ALNG SA MVL 2Lic CoreLic	\$156.00	190	1 Yr(s)	17.89%	16.60%
United States Direct To Reseller	Government	Enterprise 6	Core Infra Svr Ste Std Core	Software Assurance	9GA-00313 VL-YSLG1A	CISSteStdCore ALNG SA MVL 2Lic CoreLic	\$31.80	39.00	1 Yr(s)	18.46%	17.17%
United States Direct To Reseller	Government	Enterprise 6	SQL Svr Enterprise Core	Monthly Subscriptions-VolumeLicense	7JQ-00663 VL-YSLG	SQLSvrEntCore ALNG SubsVL MVL 2Lic CoreLic	262.77	320.00	Monthly	17.88%	16.59%
United States Direct To Reseller	Government	Enterprise 6	SQL Svr Standard Core	Software Assurance	7NQ-00292 VL-YSLG1A	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	550.08	669.00	1 Yr(s)	17.78%	16.48%
PRODUCTIVITY											
United States Direct To Reseller	Government	Enterprise 6	Domestic Calling Plan GCC	Monthly Subscriptions-VolumeLicense	LM9-00001 VL-YSLG	DmstcCallingPGCC ShrdSvr ALNG SubsVL MVL PerUsr	10.56	13.2	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	EMS E3 FromSA GCC old	Monthly Subscriptions-VolumeLicense	AAD-32906 VL-YSLG	EntMobandSecE3FromSAGCC Old ShrdSvr ALNG SubsVL MVL PerUsr	6	7.5	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	EMS E3 Full GCC old	Monthly Subscriptions-VolumeLicense	AAD-32907 VL-YSLG	EntMobandSecE3Full GCC Old ShrdSvr ALNG SubsVL MVL PerUsr	7.69	9.7	Monthly	20.72%	19.47%
United States Direct To Reseller	Government	Enterprise 6	Ent Mob and Security E3 Full GCC	Monthly Subscriptions-VolumeLicense	AAD-32907 VL-YSLG	EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr	7.69	9.7	Monthly	20.72%	19.47%
United States Direct To Reseller	Government	Enterprise 6	Exch Online Arch Exch Online GCC	Monthly Subscriptions-VolumeLicense	4ES-00001 VL-YSLG	ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	2.12	2.7	Monthly	21.48%	20.24%
United States Direct To Reseller	Government	Enterprise 6	Flow P1 GCC	Monthly Subscriptions-VolumeLicense	DQL-00001 VL-YSLG	FlowP1GCC ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	4.4	5.5	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	Flow P2 GCC	Monthly Subscriptions-VolumeLicense	DQG-00001 VL-YSLG	FlowP2GCC ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	13.2	16.5	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	Flow P2 GCC	Monthly Subscriptions-VolumeLicense	DQG-00001 VL-YSLG	FlowP2GCC ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	13.2	16.5	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	PowerApps P1 GCC	Monthly Subscriptions-VolumeLicense	DQK-00001 VL-YSLG	PowerAppsP1GCC ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	6.16	7.7	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	PowerApps P2 GCC	Monthly Subscriptions-VolumeLicense	DPX-00001 VL-YSLG	PowerAppsP2GCC ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	35.2	44	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	Project Plan 5	Monthly Subscriptions-VolumeLicense	7VX-00001 VL-YSLG	ProjectPlan5 ShrdSvr ALNG SubsVL MVL PerUsr	41.14	51.5	Monthly	20.12%	18.85%
United States Direct To Reseller	Government	Enterprise 6	Project Plan 5 GCC	Monthly Subscriptions-VolumeLicense	7VX-00001 VL-YSLG	ProjectPlan5GCC ShrdSvr ALNG SubsVL MVL PerUsr	41.14	51.5	Monthly	20.12%	18.85%
United States Direct To Reseller	Government	Enterprise 6	Power BI Pro GCC	Monthly Subscriptions-VolumeLicense	DDJ-00001 VL-YSLG	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr	7.47	9.4	Monthly	20.53%	19.28%
United States Direct To Reseller	Government	Enterprise 6	Visio Plan 2 GCC	Monthly Subscriptions-VolumeLicense	P3U-00001 VL-YSLG	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr	11.22	14.1	Monthly	20.43%	19.17%
United States Direct To Reseller	Government	Enterprise 6	Visual Studio Enterprise Sub MSDN	License/Software Assurance Pack	MX3-00117 VL-YSLG1A	VSEntSubMSDN ALNG LicSAPk MVL	\$1,058.88	1,287.00	1 Yr(s)	17.72%	16.42%
United States Direct To Reseller	Government	Enterprise 6	Dyn365 Customer Service	Software Assurance	EMT-00155 VL-YSLG1A	D365CS ALNG SA MVL DvcCAL	395.76	481	1 Yr(s)	17.72%	16.42%
United States Direct To Reseller	Government	Enterprise 6	Dyn365 Customer Service	Software Assurance	EMT-00156 VL-YSLG1A	D365CS ALNG SA MVL UsrCAL	263.88	321	1 Yr(s)	17.79%	16.50%
United States Direct To Reseller	Government	Enterprise 6	Visio Professional	License/Software Assurance Pack	D87-01159 VL-YSLG1A	VisioPro ALNG LicSAPk MVL	98.88	121	1 Yr(s)	18.28%	16.99%
United States Direct To Reseller	Government	Enterprise 6	Project Plan 5 GCC	Monthly Subscriptions-VolumeLicense	7VX-00001 VL-YSLG	ProjectPlan5GCC ShrdSvr ALNG SubsVL MVL PerUsr	41.14	51.5	Monthly	20.12%	18.85%
United States Direct To Reseller	Government	Enterprise 6	Project Plan 5	Monthly Subscriptions-VolumeLicense	7SY-00002	ProjectPlan5 ShrdSvr ALNG SubsVL MVL PerUsr	41.14	51.5	Monthly	20.12%	18.85%
United States Direct To Reseller	Government	Enterprise 6	Bing Maps Public Website	Monthly Subscriptions-VolumeLicense	PQR-00006	BingMapsPublicWbst ALNG SubsVL MVL Usage100KTrnsctns AddOn	380.01	462	Monthly	17.75%	16.92%
Office Suite/O365/M365											
United States Direct To Reseller	Government	Enterprise 6	M365 E3 From SA GCC	Monthly Subscriptions-VolumeLicense	AAD-34700 VL-YSLG	M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr (Original)	24.02	30.1	Monthly	20.20%	18.94%
United States Direct To Reseller	Government	Enterprise 6	O365 GCC E1	Monthly Subscriptions-VolumeLicense	U45-00002 VL-YSLG	O365GCCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	6.38	8	Monthly	20.25%	18.99%
United States Direct To Reseller	Government	Enterprise 6	O365 GCC E3	Monthly Subscriptions-VolumeLicense	AAA-11894 VL-YSLG	O365GCCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	17.6	22	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	O365 GCC E3	Monthly Subscriptions-VolumeLicense	AAA-11894 VL-YSLG	O365GCCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	17.6	22	Monthly	20.00%	18.74%
United States Direct To Reseller	Government	Enterprise 6	Office 365 GCC E5	Monthly Subscriptions-VolumeLicense	T2N-00001 VL-YSLG	O365GCCCE5 ShrdSvr ALNG SubsVL MVL PerUsr	30.8	38.1	Monthly	19.16%	17.88%
SYSTEMS											
United States Direct To Reseller	Government	Enterprise 6	Windows 7 ESU 2020		AAD-50078	Win7 ESU 2020 Alng Per Device	\$50.00	\$61.00	1 Yr(s)	NA	NA, SKU is just for 2020, that has already been transacted.
United States Direct To Reseller	Government	Enterprise 6	WIN VDA Per Device	Monthly Subscriptions-VolumeLicense	4ZF-00019 VL-YSLG	WINVDAPerDvc ALNG SubsVL MVL PerDvc	\$8.05	9.78	Monthly	17.69%	16.39%

Agreement Detail

Agreement Summary			
Agreement Number	6689110	Program	Enterprise 6
Master Agreement Number	01E73411	Updated EA	Yes
Agreement Type	Standard Enrollment	National Cloud	No
Business Agreement Number	Unknown	License Agreement Type	Government
Primary Customer Name	State of Oklahoma by and through the Office of Management and Enterprise Services-6701034-Non-DHS (8B65486D)	Agreement Status	Active
Agreement Start Date	6/1/2017	Price List Country	United States
Agreement End Date	5/31/2020	Price List Currency	US Dollar
Renewal End Date	5/29/2023	MS Account Manager	Unknown

Licenses (25 rows)																							
Item Name	Pool	Product Family	Version	Language	Auto-Renew Default	Product Type	Usage Country	Quantity Ordered	Purchase Order Type	Part Number	LSP Partner Price (USD)	Customer Reference Price or ERP (USD)	Unit Price to Oklahoma from Softchoice	Pricing Unit	Unit Quantity	Ext Price(USD)	Microsoft Discount to LSP	Softchoice Discount to Oklahoma	Remarks				
BingMapsEntPlatform ALNG SubsvL MVL Srvcs	Servers	Bing Maps Enterprise Platform	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	1.00	New Order	NA	NA	NA	NA	NA			NA	NA	Bing Maps Ent Platform is gone, it's no longer needed, just the transactions SKU.				
BingMapsPublicWkst ALNG SubsvL MVL Usage100KTrmsects AddOn	Servers	Bing Maps Public Website	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	1.00	New Order	PQA-00006	\$380.01	462	\$383.81	Monthly	12	\$4,605.72	17.75%	16.92%					
DmstcCallingGCC ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Domestic Calling Plan GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	5.00	New Order	LM9-00001 VL-YSLG	10.56	13.2	\$10.73	Monthly	12	\$643.61	20.00%	18.74%					
EntMobandSecE3FromSAGCC Old ShrdSvr ALNG SubsvL MVL PerUsr	Servers	EMS E3 FromSA GCC old	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	6,000.00	Basic Enterprise Commitment	AA0-32906 VL-YSLG	6	7.5	\$6.09	Monthly	12	\$438,825.60	20.00%	18.74%					
EntMobandSecE3Full GCC Old ShrdSvr ALNG SubsvL MVL PerUsr	Servers	EMS E3 Full GCC old	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	5,500.00	True Up	AA0-32907 VL-YSLG	7.69	9.7	\$7.81	Monthly	12	\$515,559.13	20.72%	19.47%					
EntMobandSecE3Full GCC ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Ent Mob and Security E3 Full GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	1,421.00	Basic Enterprise Commitment	AA0-32907 VL-YSLG	7.69	9.7	\$7.81	Monthly	12	\$133,201.73	20.72%	19.47%					
ExchOnlinArchGCC ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Exch Online Arch Exch Online GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	500.00	True Up	4E5-00001 VL-YSLG	2.12	2.7	\$2.15	Monthly	12	\$12,920.98	21.48%	20.24%					
FlowP1GCC ShrdSvr ALNG SubsvL MVL QlfdOffer PerUsr	Servers	Flow P1 GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	3.00	Basic Enterprise Commitment	DGL-00001 VL-YSLG	4.4	5.5	\$4.47	Monthly	12	\$160.90	20.00%	18.74%					
FlowP2GCC ShrdSvr ALNG SubsvL MVL QlfdOffer PerUsr	Servers	Flow P2 GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	3.00	Basic Enterprise Commitment	DGG-00001 VL-YSLG	13.2	16.5	\$13.41	Monthly	12	\$482.71	20.00%	18.74%					
FlowP2GCC ShrdSvr ALNG SubsvL MVL QlfdOffer PerUsr	Servers	Flow P2 GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	3.00	New Order	DGG-00001 VL-YSLG	13.2	16.5	\$13.41	Monthly	12	\$482.71	20.00%	18.74%					
M365 E3 FromSA GCC ShrdSvr ALNG SubsvL MVL PerUsr (Original)	Servers	M365 E3 From SA GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	6,075.00	Basic Enterprise Commitment	AA0-34700 VL-YSLG	24.02	30.1	\$24.40	Monthly	12	\$1,778,724.72	20.20%	18.94%					
O365GCC E1 ShrdSvr ALNG SubsvL MVL PerUsr	Servers	O365 GCC E1	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	500.00	True Up	U4S-00002 VL-YSLG	6.38	8	\$6.48	Monthly	12	\$38,884.82	20.25%	18.99%					
O365GCC E3 ShrdSvr ALNG SubsvL MVL PerUsr	Servers	O365 GCC E3	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	1,421.00	Basic Enterprise Commitment	AAA-11894 VL-YSLG	17.6	22	\$17.88	Monthly	12	\$304,857.02	20.00%	18.74%					
O365GCC E3 ShrdSvr ALNG SubsvL MVL PerUsr	Servers	O365 GCC E3	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	10,750.00	True Up	AAA-11894 VL-YSLG	17.6	22	\$17.88	Monthly	12	\$2,306,272.32	20.00%	18.74%					
O365GCC E5 ShrdSvr ALNG SubsvL MVL PerUsr	Applications	Office 365 GCC E5	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	5.00	Basic Enterprise Commitment	T2N-00001 VL-YSLG	30.8	38.1	\$31.29	Monthly	12	\$1,877.20	19.16%	17.88%					
PowerAppsP1GCC ShrdSvr ALNG SubsvL MVL QlfdOffer PerUsr	Applications	PowerApps P1 GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	3.00	Basic Enterprise Commitment	DCK-00001 VL-YSLG	6.16	7.7	\$6.26	Monthly	12	\$225.26	20.00%	18.74%					
PowerAppsP2GCC ShrdSvr ALNG SubsvL MVL QlfdOffer PerUsr	Applications	PowerApps P2 GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	3.00	Basic Enterprise Commitment	DPX-00001 VL-YSLG	35.2	44	\$35.76	Monthly	12	\$1,287.22	20.00%	18.74%					
ProjectPlan5 ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Project Plan 5	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	10.00	New Order	7SY-00002	41.14	51.5	\$41.79	Monthly	12	\$5,014.80	20.12%	18.85%					
ProjectPlan5GCC ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Project Plan 5 GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	10.00	New Order	7VX-00001 VL-YSLG	41.14	51.5	\$41.79	Monthly	12	\$5,014.80	20.12%	18.85%					
PwrBIPro ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Power BI Pro	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	0.00	New Order	NK4-00002	7.47	9.4	\$7.59	Monthly	12	\$0.00	20.53%	19.28%					
PwrBIProGCC ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Power BI Pro GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	10.00	Basic Enterprise Commitment	DDJ-00001 VL-YSLG	7.47	9.4	\$7.59	Monthly	12	\$910.56	20.53%	19.28%					
PwrBIProGCC ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Power BI Pro GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	111.00	True Up	DDJ-00001 VL-YSLG	7.47	9.4	\$7.59	Monthly	12	\$10,107.25	20.53%	19.28%					
VisioPlan2GCC ShrdSvr ALNG SubsvL MVL PerUsr	Applications	Visio Plan 2 GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	4.00	New Order	P3U-00001 VL-YSLG	11.22	14.1	\$11.40	Monthly	12	\$547.07	20.43%	19.17%					
VSEntSubMSDN ALNG LICSA PK MVL	Applications	Visual Studio Enterprise Sub MSDN	Non-specific	All Languages		License/Software Assurance Pack	United States	3.00	New Order	MX3-00117 VL-YSLG1A	1058.88	1,287.00	\$1,075.61	1 Yr(s)	1	\$3,226.83	17.72%	16.42%	Yammer is no longer sold separately, it's part of the O365/M365 E plans.				
YammerEnt ShrdSvr ALNG SubsvL MVL PerUsr	Servers	Yammer Enterprise	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	20,671.00	New Order	NA	NA	NA	NA	NA	NA	NA	NA	NA					
															Total		\$5,559,227.25						

Agreement Detail

Agreement Summary			
Agreement Number	8342564	Program	Enterprise 6
Master Agreement Number	01E73411	Updated EA	Yes
Agreement Type	Standard Enrollment	National Cloud	No
Business Agreement Number	Unknown	License Agreement Type	Government
Primary Customer Name	State of Oklahoma by and through the Office of Management and Enterprise Services-6701034-OK House (AAEA1E62)	Agreement Status	Active
Agreement Start Date	6/1/2017	Price List Country	United States
Agreement End Date	5/31/2020	Price List Currency	US Dollar
Renewal End Date	5/31/2023	MS Account Manager	Unknown

Licenses (2 rows)																			
Item Name	Pool	Product Family	Version	Language	Auto-Renew Default	Product Type	Usage Country	Quantity Ordered	Purchase Order Type	Part Number	LSP Partner Price (USD)	Customer Reference Price or ERP (USD)	Unit Price to Oklahoma from Softchoice	Pricing Unit	Unit Quantity	Ext Price(USD)	Microsoft Discount to LSP	Softchoice Discount to Oklahoma	Remarks
M365 E3 FromSA GCC ShrdSvr ALNG SubSVL MVL PerUsr (Original)	Servers	M365 E3 From SA GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	325.00	Basic Enterprise Commitment	AAD-34700 VL-YSLG	\$24.02	30.1	24.40	Monthly	12	\$95,158.05	20.20%	18.94%	Yammer is no longer sold separately, it's part of the O365/M365 E plans.
YammerEnt ShrdSvr ALNG SubSVL MVL PerUsr	Servers	Yammer Enterprise	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	325.00	New Order	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Total																\$95,158.05			

Agreement Detail

Agreement Summary			
Agreement Number	A6816489	Program	Enterprise 6
Master Agreement Number	01E73411	Updated EA	Yes
Agreement Type	Standard Enrollment	National Cloud	No
Business Agreement Number	Unknown	License Agreement Type	Government
Primary Customer Name	State of Oklahoma by and through the Office of Management and Enterprise Services (8C648B78)	Agreement Status	Active
Agreement Start Date	6/1/2017	Price List Country	United States
Agreement End Date	5/31/2020	Price List Currency	US Dollar
Renewal End Date	5/31/2023	MS Account Manager	Unknown

Licenses (8 rows)																			
Item Name	Pool	Product Family	Version	Language	Auto-Renew Default	Product Type	Usage Country	Quantity Ordered	Purchase Order Type	Part Number	LSP Partner Price (USD)	Customer Reference Price or ERP (USD)	Unit Price to Oklahoma from Softchoice	Pricing Unit	Unit Quantity	Ext Price(USD)	Microsoft Discount to LSP	Softchoice Discount to Oklahoma	
Azure Monetary Commitment - US Gov	Servers	Azure Monetary Commitment	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	10.00	Basic Enterprise Commitment	25U-00001 VL*YSLG	\$100.00	125	101.58	Monthly	12	\$12,189.60	20.00%		18.74%
CSSEstDCore ALING SA MVL ZLIC CoreLIC	Servers	Core Infrastructure Svr Site DC Core	Non-specific	All Languages		Software Assurance	United States	2,296.00	Basic Enterprise Commitment	9G5-00133 VL*YSLG1A	156.00	190	\$158.46	1 Yr(s)	1	\$263,835.18	17.89%		16.60%
CSSEstDCore ALING SA MVL ZLIC CoreLIC	Servers	Core Infra Svr Site Scl Core	Non-specific	All Languages		Software Assurance	United States	7,422.00	Basic Enterprise Commitment	9GA-00313 VL*YSLG1A	31.80	39.00	\$32.30	1 Yr(s)	1	\$239,748.71	18.46%		17.17%
ProjectPlan5 ShrdSvr ALING SubvVL MVL PerUsr	Servers	Project Plan 5	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	0.00	New Order	75Y-00002	41.14	51.50	\$41.79	Monthly	12	\$50.00	20.12%		18.85%
PowerBIPro ShrdSvr ALING SubvVL MVL PerUsr	Servers	Power BI Pro	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-VolumeLicense	United States	0.00	New Order	NK4-00002	7.47	9.40	\$7.59	Monthly	12	\$90.00	20.53%		19.28%
SQLsvrEntCore ALING SA MVL ZLIC CoreLIC	Servers	SQL Svr Enterprise Core	Non-specific	All Languages		Software Assurance	United States	733.00	Basic Enterprise Commitment	77Q-00343 VL*YSLG1A	\$2,109.24	2,563.00	\$2,442.57	1 Yr(s)	1	\$1,570,560.87	17.70%		16.40%
SQLsvrEntCore ALING SubvVL MVL ZLIC CoreLIC	Servers	SQL Svr Enterprise Core	Non-specific	All Languages		Monthly Subscriptions-VolumeLicense	United States	183.00	Basic Enterprise Commitment	77Q-00643 VL*YSLG	262.77	320.00	\$266.92	Monthly	12	\$586,160.20	17.88%		16.59%
SQLsvrStdCore ALING SA MVL ZLIC CoreLIC	Servers	SQL Svr Standard Core	Non-specific	All Languages		Software Assurance	United States	281.00	Basic Enterprise Commitment	77Q-00292 VL*YSLG1A	550.08	669.00	\$558.77	1 Yr(s)	1	\$117,214.73	17.78%		16.48%
Total																\$2,925,449.29			

Agreement Detail

Agreement Summary	
Agreement Number	62522030
Master Agreement Number	01E73411
Agreement Type	Standard Enrollment
Business Agreement Number	Unknown
Primary Customer Name	State of Oklahoma by and through the Office of Management and Enterprise Services (8C64B878)
Agreement Start Date	5/1/2018
Agreement End Date	6/30/2022
Renewal End Date	6/30/2025

Licenses (3 rows)	
Item Name	Pool
Azure Monetary Commitment	Servers
ESU for SQL EE 2 Core pack for 1st year of EOS (July 2019-July 2020)	Servers
ESU for SQL Std 2 Core pack for 1st year of EOS (July 2019-July 2020)	Servers

	Program	Enterprise 6
	Updated EA	Yes
	National Cloud	No
	License Agreement Type	Government
	Agreement Status	Active
	Price List Country	United States
	Price List Currency	US Dollar
	MS Account Manager	Unknown

Product Family	Version	Language	Auto-Renew Default
Azure Monetary Commitment	Non-specific	All Languages	Non Auto-Renew
SQL Enterprise Core Ext Security	Non-specific	All Languages	
SQL Svr Standard Core Ext Security	Non-specific	All Languages	

Product Type	Usage Country	Quantity Ordered	Purchase Order Type
Monthly Subscriptions-VolumeLicense	United States	200.00	Basic Enterprise Commitment
Extended Coverage	United States	258.00	Basic Enterprise Commitment
Extended Coverage	United States	116.00	Basic Enterprise Commitment

Part Number	LSP Partner Price (USD)	Customer Reference Price or ERP (USD)
6QK-00001 VL-YSLG	100	125
AAD-44067	NA	NA
AAD-44064	NA	NA

Unit Price to Oklahoma from Softchoice	Pricing Unit	Unit Quantity	Ext Price(USD)
101.58	Monthly	12	\$243,792.00
NA	NA	NA	NA
NA	NA	NA	NA
		Total	\$243,792.00

Microsoft Discount to LSP	Softchoice Discount to Oklahoma	Remarks
20.00%	18.74%	
NA	NA	This cannot be renewed as the enrolment expires in June'2022.
NA	NA	This cannot be renewed as the enrolment expires in June'2022

Agreement Detail

Agreement Summary			
Agreement Number	8642891	Program	Enterprise 6
Master Agreement Number	01E73411	Updated EA	Yes
Agreement Type	Standard Enrollment	National Cloud	No
Business Agreement Number	Unknown	License Agreement Type	Government
Primary Customer Name	State of Oklahoma by and through the Office of Management and Enterprise Services-6701034-Department (40XCE2F5)	Agreement Status	Active
Agreement Start Date	6/1/2017	Price List Country	United States
Agreement End Date	5/31/2020	Price List Currency	US Dollar
Renewal End Date	5/31/2023	MS Account Manager	Unknown

Licenses (7 rows)																					
Item Name	Pool	Product Family	Version	Language	Auto-Renew Default	Product Type	Usage Country	Quantity Ordered	Purchase Order Type	Part Number	LSP Partner Price (USD)	Customer Reference Price or ERP (USD)	Unit Price to Oklahoma from Softchoice	Pricing Unit	Unit Quantity	Ext Price(USD)	Microsoft Discount to LSP	Softchoice Discount to Oklahoma			
EntMobandSec3Full GCC Old ShrdSvr ALNG SubvL MVL PerUsr	Servers	EMS E3 Full GCC old	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-Volumelicense	United States	6,000.00	True Up	AAD-32907 VL-YSLG	\$7.69	9.7	\$7.81	Monthly	12	\$562,428.14	20.72%	19.47%			
EntMobandSec3Full GCC ShrdSvr ALNG SubvL MVL PerUsr	Servers	Ent Mob and Security E3 Full GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-Volumelicense	United States	135.00	Basic Enterprise Commitment	AAD-32907 VL-YSLG	\$7.69	9.7	\$7.81	Monthly	12	\$12,654.63	20.72%	19.47%			
EntMobandSec3Full GCC ShrdSvr ALNG SubvL MVL PerUsr	Servers	Ent Mob and Security E3 Full GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-Volumelicense	United States	0.00	True Up	AAD-32907 VL-YSLG	\$7.69	9.7	\$7.81	Monthly	12	\$0.00	20.72%	19.47%			
ExchOnlnArchGCC ShrdSvr ALNG SubvL MVL PerUsr	Servers	Exch Online Arch Exch Online GCC	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-Volumelicense	United States	1,000.00	True Up	4ES-00001 VL-YSLG	\$2.12	2.7	\$2.15	Monthly	12	\$25,841.95	21.48%	20.24%			
0365GCC1 ShrdSvr ALNG SubvL MVL PerUsr	Servers	0365 GCC E1	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-Volumelicense	United States	1,000.00	True Up	U4S-00002 VL-YSLG	\$6.38	8	\$6.48	Monthly	12	\$77,769.65	20.25%	18.99%			
0365GCC3 ShrdSvr ALNG SubvL MVL PerUsr	Servers	0365 GCC E3	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-Volumelicense	United States	135.00	Basic Enterprise Commitment	AAA-11894 VL-YSLG	\$17.60	22	\$17.88	Monthly	12	\$28,962.49	20.00%	18.74%			
0365GCC3 ShrdSvr ALNG SubvL MVL PerUsr	Servers	0365 GCC E3	Non-specific	All Languages	Non Auto-Renew	Monthly Subscriptions-Volumelicense	United States	5,000.00	True Up	AAA-11894 VL-YSLG	\$17.60	22	\$17.88	Monthly	12	\$1,072,684.80	20.00%	18.74%			
Total																\$1,780,341.67					

			EES USD - 514707	12	<<< Enter Proration					
MfgSKU	Quantity	Description	Offering	VendorCost	Level	Purchase Unit	Purchase Period	Product Family	Product Type	Estimated Retail Price
NH3-00119 ES-FNY		AdvancedThreatAnalyticsCltMgtLic ALNG LicSAPK MVL PerOSE	Faculty	6.12	Non-Specific	1 Year(s)	Non-Specific	Advanced Threat Analytics CltMgtLic	License/Software Assurance Pack	8
NH3-00119 ES-SNY		AdvancedThreatAnalyticsCltMgtLic ALNG LicSAPK MVL PerOSE	Student	3.96	Non-Specific	1 Year(s)	Non-Specific	Advanced Threat Analytics CltMgtLic	License/Software Assurance Pack	4.81
NH3-00380 ES-SNY		AdvancedThreatAnalyticsCltMgtLic ALNG LicSAPK MVL PerOSE STUUseBnft	Student	0	Non-Specific	1 Year(s)	Non-Specific	Advanced Threat Analytics CltMgtLic	License/Software Assurance Pack	0
SDR-00001 ES-ANM		AIBuilderCapacityEDU ShrdSvr ALNG SubsVL MVL 1Mservicecredits AddOn	Additional Product	4200	Non-Specific	1 Month(s)	Non-Specific	AI Builder capacity EDU	Monthly Subscriptions-VolumeLicense	385
LJ9-00002 ES-ANM		Audio Conf EDU ShrdSvr ALNG SubsVL MVL for 0365 E5 PerUsr	Additional Product	7.32	Non-Specific	1 Month(s)	Non-Specific	Audio Conferencing EDU	Monthly Subscriptions-VolumeLicense	0.61
LJ9-00002 ES-SNM		Audio Conf EDU ShrdSvr ALNG SubsVL MVL for 0365 E5 PerUsr	Student	6.12	Non-Specific	1 Month(s)	Non-Specific	Audio Conferencing EDU	Monthly Subscriptions-VolumeLicense	0.51
LJ9-00001 ES-ANM		Audio Conf EDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	18	Non-Specific	1 Month(s)	Non-Specific	Audio Conferencing EDU	Monthly Subscriptions-VolumeLicense	1.5
LJ9-00001 ES-SNM		Audio Conf EDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	13.56	Non-Specific	1 Month(s)	Non-Specific	Audio Conferencing EDU	Monthly Subscriptions-VolumeLicense	1.13
HUT-00001 ES-ANM		AudioConfPayPerMinEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Audio Conferencing Pay-Per-Min EDU	Monthly Subscriptions-VolumeLicense	0
HUT-00001 ES-SNM		AudioConfPayPerMinEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	0	Non-Specific	1 Month(s)	Non-Specific	Audio Conferencing Pay-Per-Min EDU	Monthly Subscriptions-VolumeLicense	0
AAA-28702 ES-ANM		Az Plan OMS Automation & Control Plan US G	Additional Product	105.6	Non-Specific	1 Month(s)	Non-Specific	OMS Automation Control	Monthly Subscriptions-VolumeLicense	10
AAA-28803 ES-ANM		Az Plan OMS Backup and DR Plan US G	Additional Product	316.8	Non-Specific	1 Month(s)	Non-Specific	OMS Backup and DR	Monthly Subscriptions-VolumeLicense	30
AAA-29005 ES-ANM		Az Plan OMS E1 Add on Plan US G	Additional Product	134.76	Non-Specific	1 Month(s)	Non-Specific	OMS E1 Add on	Monthly Subscriptions-VolumeLicense	12.76
AAA-29106 ES-ANM		Az Plan OMS E1 From SA Plan US G	Additional Product	183.24	Non-Specific	1 Month(s)	Non-Specific	OMS E1 From SA	Monthly Subscriptions-VolumeLicense	17.35
AAA-28904 ES-ANM		Az Plan OMS E1 Plan US G	Additional Product	211.2	Non-Specific	1 Month(s)	Non-Specific	OMS E1	Monthly Subscriptions-VolumeLicense	20
AAA-29308 ES-ANM		Az Plan OMS E2 Add on Plan US G	Additional Product	293.16	Non-Specific	1 Month(s)	Non-Specific	OMS E2 Add on	Monthly Subscriptions-VolumeLicense	27.76
AAA-29409 ES-ANM		Az Plan OMS E2 From SA Plan US G	Additional Product	341.64	Non-Specific	1 Month(s)	Non-Specific	OMS E2 From SA	Monthly Subscriptions-VolumeLicense	32.35
AAA-29206 ES-ANM		Az Plan OMS E2 US G	Additional Product	369.6	Non-Specific	1 Month(s)	Non-Specific	OMS E2	Monthly Subscriptions-VolumeLicense	35
AAA-29510 ES-ANM		Az Plan OMS Insight & Analytics Plan US G	Additional Product	158.4	Non-Specific	1 Month(s)	Non-Specific	OMS Insight Analytics	Monthly Subscriptions-VolumeLicense	15
AAA-29611 ES-ANM		Az Plan OMS Security & Compliance Plan US G	Additional Product	158.4	Non-Specific	1 Month(s)	Non-Specific	OMS Security Compliance	Monthly Subscriptions-VolumeLicense	15
6QK-00001 ES-ANM		Azure Monetary Commitment	Additional Product	1200	Non-Specific	1 Month(s)	Non-Specific	Azure Monetary Commitment	Monthly Subscriptions-VolumeLicense	100
WS6-00001 ES-ANM		Azure Monetary Commitment - DE	Additional Product	1200	Non-Specific	1 Month(s)	Non-Specific	Azure Monetary Commitment - DE	Monthly Subscriptions-VolumeLicense	113.64
W6T-00002 ES-ANM		Azure Professional Direct Support	Additional Product	12000	Non-Specific	1 Month(s)	Non-Specific	Azure Support	Monthly Subscriptions-VolumeLicense	1136.36
W6T-00008 ES-ANM		Azure Professional Direct Support - US Gov	Additional Product	15000	Non-Specific	1 Month(s)	Non-Specific	Azure Support	Monthly Subscriptions-VolumeLicense	1420.45
W6T-00003 ES-ANM		Azure Standard Support	Additional Product	1200	Non-Specific	1 Month(s)	Non-Specific	Azure Support	Monthly Subscriptions-VolumeLicense	113.64
W6T-00007 ES-ANM		Azure Standard Support - US Gov	Additional Product	2100	Non-Specific	1 Month(s)	Non-Specific	Azure Support	Monthly Subscriptions-VolumeLicense	198.86
W6T-00001 ES-ANM		Azure Standard Support Upgrade to Professional Direct	Additional Product	10800	Non-Specific	1 Month(s)	Non-Specific	Azure Support	Monthly Subscriptions-VolumeLicense	1022.72
W6T-00009 ES-ANM		Azure Standard Support Upgrade to Professional Direct - US Gov	Additional Product	7500	Non-Specific	1 Month(s)	Non-Specific	Azure Support	Monthly Subscriptions-VolumeLicense	710.23
965-00002 ES-ANM		AzureActiveDrctryBsc ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Basic	Monthly Subscriptions-VolumeLicense	0
965-00002 ES-SNM		AzureActiveDrctryBsc ShrdSvr ALNG SubsVL MVL PerUsr	Student	0	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Basic	Monthly Subscriptions-VolumeLicense	0
3R3-00001 ES-ANM		AzureActvDrctryPremP1A ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	6	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Prem P1 A	Monthly Subscriptions-VolumeLicense	0.55
3R3-00001 ES-SNM		AzureActvDrctryPremP1A ShrdSvr ALNG SubsVL MVL PerUsr	Student	2.4	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Prem P1 A	Monthly Subscriptions-VolumeLicense	0.22
3R3-00004 ES-SNM		AzureActvDrctryPremP1A ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Prem P1 A	Monthly Subscriptions-VolumeLicense	0
6E9-00002 ES-ANM		AzureActvDrctryPremP2A ShrdSvr ALNG SU MVL AzureActvDrctryPremP1A PerUsr	Additional Product	6	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Prem P2 A	Step Up	0.55
6E9-00002 ES-SNM		AzureActvDrctryPremP2A ShrdSvr ALNG SU MVL AzureActvDrctryPremP1A PerUsr	Student	6.6	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Prem P2 A	Step Up	0.61
6E9-00001 ES-ANM		AzureActvDrctryPremP2A ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	12	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Prem P2 A	Monthly Subscriptions-VolumeLicense	1.1
6E9-00001 ES-SNM		AzureActvDrctryPremP2A ShrdSvr ALNG SubsVL MVL PerUsr	Student	9	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Prem P2 A	Monthly Subscriptions-VolumeLicense	0.83
6E9-00004 ES-SNM		AzureActvDrctryPremP2A ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	Non-Specific	1 Month(s)	Non-Specific	Azure Active Directory Prem P2 A	Monthly Subscriptions-VolumeLicense	0
HHN-00001 ES-ANM		AzureATPForUsersAddOnEDU ShrdSvr ALNG SubsVL MVL AddOn toATA	Additional Product	5.76	Non-Specific	1 Month(s)	Non-Specific	Azure ATP for Users Add-on EDU	Monthly Subscriptions-VolumeLicense	0.53
HHN-00001 ES-SNM		AzureATPForUsersAddOnEDU ShrdSvr ALNG SubsVL MVL AddOn toATA	Student	5.76	Non-Specific	1 Month(s)	Non-Specific	Azure ATP for Users Add-on EDU	Monthly Subscriptions-VolumeLicense	0.53
HHL-00001 ES-ANM		AzureATPForUsersEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	14.04	Non-Specific	1 Month(s)	Non-Specific	Azure ATP for Users EDU	Monthly Subscriptions-VolumeLicense	1.29
HHL-00001 ES-SNM		AzureATPForUsersEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	14.04	Non-Specific	1 Month(s)	Non-Specific	Azure ATP for Users EDU	Monthly Subscriptions-VolumeLicense	1.29
125-00110 ES-ANY		AzureDevOpsServer ALNG LicSAPK MVL	Additional Product	31.32	Non-Specific	1 Year(s)	Non-Specific	Azure DevOps Server	License/Software Assurance Pack	39
126-00156 ES-ANY		AzureDevOpsServerCAL ALNG LicSAPK MVL DvcCAL	Additional Product	31.32	Non-Specific	1 Year(s)	Non-Specific	Azure DevOps Server CAL	License/Software Assurance Pack	39
QC9-00001 ES-ANM		AzureInfoProtPremP1EDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	6	Non-Specific	1 Month(s)	Non-Specific	Azure Info Prot Prem P1 EDU	Monthly Subscriptions-VolumeLicense	0.55
QC9-00001 ES-SNM		AzureInfoProtPremP1EDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	6	Non-Specific	1 Month(s)	Non-Specific	Azure Info Prot Prem P1 EDU	Monthly Subscriptions-VolumeLicense	0.55
CFJ-00001 ES-ANM		AzureInfoProtPremP2EDU ShrdSvr ALNG SubsVL MVL AddOn todeviceECAL	Additional Product	7.2	Non-Specific	1 Month(s)	Non-Specific	Azure Info Prot Prem P2 EDU	Monthly Subscriptions-VolumeLicense	0.66
CFJ-00001 ES-SNM		AzureInfoProtPremP2EDU ShrdSvr ALNG SubsVL MVL AddOn todeviceECAL	Student	4.8	Non-Specific	1 Month(s)	Non-Specific	Azure Info Prot Prem P2 EDU	Monthly Subscriptions-VolumeLicense	0.44
CFJ-00002 ES-ANM		AzureInfoProtPremP2EDU ShrdSvr ALNG SubsVL MVL AddOn touserECAL	Additional Product	7.2	Non-Specific	1 Month(s)	Non-Specific	Azure Info Prot Prem P2 EDU	Monthly Subscriptions-VolumeLicense	0.66
CFJ-00002 ES-SNM		AzureInfoProtPremP2EDU ShrdSvr ALNG SubsVL MVL AddOn touserECAL	Student	4.8	Non-Specific	1 Month(s)	Non-Specific	Azure Info Prot Prem P2 EDU	Monthly Subscriptions-VolumeLicense	0.44
G3U-00004 ES-FNM		AzureRightsMgmtSvsAcad ShrdSvr ALNG SubsVL MVL PerUsr forO365Edu	Faculty	0	Non-Specific	1 Month(s)	Non-Specific	Azure Rights Mgmt Svs Acad	Monthly Subscriptions-VolumeLicense	0
G3U-00004 ES-SNM		AzureRightsMgmtSvsAcad ShrdSvr ALNG SubsVL MVL PerUsr forO365Edu	Student	0	Non-Specific	1 Month(s)	Non-Specific	Azure Rights Mgmt Svs Acad	Monthly Subscriptions-VolumeLicense	0
CWZ-00024 ES-ANM		AzureStorSimple ShrdSvr ALNG SubsVL MVL PremSpprt	Additional Product	6000	Non-Specific	1 Month(s)	Non-Specific	Azure StorSimple	Monthly Subscriptions-VolumeLicense	550
CWZ-00025 ES-ANM		AzureStorSimple ShrdSvr ALNG SubsVL MVL Spprt-StpUptoPrem	Additional Product	2004	Non-Specific	1 Month(s)	Non-Specific	Azure StorSimple	Monthly Subscriptions-VolumeLicense	184
CWZ-00023 ES-ANM		AzureStorSimple ShrdSvr ALNG SubsVL MVL StdSpprt	Additional Product	3996	Non-Specific	1 Month(s)	Non-Specific	Azure StorSimple	Monthly Subscriptions-VolumeLicense	367
HJA-00774 ES-ANY		BztlkSvrBrnch ALNG LicSAPK MVL 2Lic CoreLic	Additional Product	80.88	Non-Specific	1 Year(s)	Non-Specific	BizTalk Server Branch	License/Software Assurance Pack	99
F52-02144 ES-ANY		BztlkSvrEnt ALNG LicSAPK MVL 2Lic CoreLic	Additional Product	1573.92	Non-Specific	1 Year(s)	Non-Specific	BizTalk Server Enterprise	License/Software Assurance Pack	1913
F52-02281 ES-ANY		BztlkSvrEnt ALNG SASU MVL 2Lic BztlkSvrBrnch CoreLic	Additional Product	1493.04	Non-Specific	1 Year(s)	Non-Specific	BizTalk Server Enterprise	SA Step Up	1815
F52-02282 ES-ANY		BztlkSvrEnt ALNG SASU MVL 2Lic BztlkSvrStd CoreLic	Additional Product	1191.72	Non-Specific	1 Year(s)	Non-Specific	BizTalk Server Enterprise	SA Step Up	1449
D75-01979 ES-ANY		BztlkSvrStd ALNG LicSAPK MVL 2Lic CoreLic	Additional Product	382.2	Non-Specific	1 Year(s)	Non-Specific	BizTalk Server Standard	License/Software Assurance Pack	465
D75-01980 ES-ANY		BztlkSvrStd ALNG SASU MVL 2Lic BztlkSvrBrnch CoreLic	Additional Product	301.32	Non-Specific	1 Year(s)	Non-Specific	BizTalk Server Standard	SA Step Up	367
RZF-00001 ES-ANM		ChatsessionfrVrtlAgntEDU ShrdSvr ALNG SubsVL MVL AddOn 1ksessions	Additional Product	3780	Non-Specific	1 Month(s)	Non-Specific	Chat session for Virtual Agent EDU	Monthly Subscriptions-VolumeLicense	346.5
9GS-00128 ES-ANY		CISSteDCCore ALNG LicSAPK MVL 16Lic CoreLic	Additional Product	468.48	Non-Specific	1 Year(s)	Non-Specific	Core Infrastructure Svr Ste DC Core	License/Software Assurance Pack	570
9GS-00495 ES-ANY		CISSteDCCore ALNG LicSAPK MVL 2Lic CoreLic	Additional Product	58.56	Non-Specific	1 Year(s)	Non-Specific	Core Infrastructure Svr Ste DC Core	License/Software Assurance Pack	72
9GS-00131 ES-ANY		CISSteDCCore ALNG SASU MVL 16Lic CISStdCore CoreLic	Additional Product	360	Non-Specific	1 Year(s)	Non-Specific	Core Infrastructure Svr Ste DC Core	SA Step Up	438
9GS-00136 ES-ANY		CISSteDCCore ALNG SASU MVL 2Lic CISStdCore CoreLic	Additional Product	44.88	Non-Specific	1 Year(s)	Non-Specific	Core Infrastructure Svr Ste DC Core	SA Step Up	55
9GA-00308 ES-ANY		CISSteStdCore ALNG LicSAPK MVL 16Lic CoreLic	Additional Product	108.48	Non-Specific	1 Year(s)	Non-Specific	Core Infra Svr Ste Std Core	License/Software Assurance Pack	132
9GA-00006 ES-ANY		CISSteStdCore ALNG LicSAPK MVL 2Lic CoreLic	Additional Product	13.68	Non-Specific	1 Year(s)	Non-Specific	Core Infra Svr Ste Std Core	License/Software Assurance Pack	17
2ER-00003 ES-ANM		CloudAppSec ShrdSvr ALNG SubsVL MVL PerUsr Edu	Additional Product	9.6	Non-Specific	1 Month(s)	Non-Specific	Cloud App Security	Monthly Subscriptions-VolumeLicense	0.9
2ER-00003 ES-SNM		CloudAppSec ShrdSvr ALNG SubsVL MVL PerUsr Edu	Student	4.8	Non-Specific	1 Month(s)	Non-Specific	Cloud App Security	Monthly Subscriptions-VolumeLicense	0.5
KXH-00001 ES-ANM		CommonAreaPhoneEDU ShrdSvr ALNG SubsVL MVL PerDvc	Additional Product	32.52	Non-Specific	1 Month(s)	Non-Specific	Common Area Phone EDU	Monthly Subscriptions-VolumeLicense	2.98
KXH-00001 ES-SNM		CommonAreaPhoneEDU ShrdSvr ALNG SubsVL MVL PerDvc	Student	32.52	Non-Specific	1 Month(s)	Non-Specific	Common Area Phone EDU	Monthly Subscriptions-VolumeLicense	2.98
PRY-00001 ES-ANM		CommonDataSvcDBCapctyEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	336	Non-Specific	1 Month(s)	Non-Specific	Common Data Service DB Capcty EDU	Monthly Subscriptions-VolumeLicense	31
PSH-00001 ES-ANM		CommonDataSvcFileCapctyEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	16.8	Non-Specific	1 Month(s)	Non-Specific	Common Data Service File Capcty EDU	Monthly Subscriptions-VolumeLicense	1.54
PSN-00001 ES-ANM		CommonDataSvcLogCapctyEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	84	Non-Specific	1 Month(s)	Non-Specific	Common Data Service Log Capcty EDU	Monthly Subscriptions-VolumeLicense	8
W06-00022 ES-FAY		CoreCAL ALNG LicSAPK MVL DvcCAL	Faculty	10.08	A	1 Year(s)	Non-Specific	Core CALClient Access License	License/Software Assurance Pack	13
W06-00022 ES-FBY		CoreCAL ALNG LicSAPK MVL DvcCAL	Faculty	9.48	B	1 Year(s)	Non-Specific	Core CALClient Access License	License/Software Assurance Pack	12
W06-00022 ES-FCY		CoreCAL ALNG LicSAPK MVL DvcCAL	Faculty	8.76	C	1 Year(s)	Non-Specific	Core CALClient Access License	License/Software Assurance Pack	11
W06-00022 ES-FDY		CoreCAL ALNG LicSAPK MVL DvcCAL	Faculty	8.16	D	1 Year(s)	Non-Specific	Core CALClient Access License	License/Software Assurance Pack	10
W06-00022 ES-SAY		CoreCAL ALNG LicSAPK MVL DvcCAL	Student	1.68	A	1 Year(s)	Non-Specific	Core CALClient Access License	License/Software Assurance Pack	2.04
W06-00022 ES-SBY		CoreCAL ALNG LicSAPK MVL DvcCAL	Student	1.56	B	1 Year(s)	Non-Specific	Core CALClient Access License	License/Software Assurance Pack	1.9
W06-00022 ES-SCY		CoreCAL ALNG LicSAPK MVL DvcCAL	Student	1.44	C	1 Year(s)	Non-Specific	Core CALClient Access License	License/Software Assurance Pack	1.75
W06-00022 ES-SDY		CoreCAL ALNG LicSAPK MVL DvcCAL	Student	1.32	D	1 Year(s)	Non-Specific	Core CALClient Access License	License/Software Assurance Pack	1.6
HAF-00003 ES-FAY		CoreSvrPlffrm ALNG LicSAPK MVL Pre2017EES	Faculty	2.4	A	1 Year(s)	Non-Specific	Core Server Platform	License/Software Assurance Pack	2.92

For: M365 A5, ATP, A5 Security Suite, Pwr BI, we can give max off 10% off list as Microsoft Gives 10% to a LSP off list. For all pass through SKU's we will be able to provide 0% discounts as MS gives 0% discounts to a LSP on all pass through SKU's. For Other SKU's we will provide 15.25% Discount off ERP

HAF-00003 ES-FBY		CoreSvrPltfm ALNG LicSAPk MVL Pre2017EES	Faculty	2.16	B	1 Year(s)	Non-Specific	Core Server Platform	License/Software Assurance Pack	2.62
HAF-00003 ES-FCY		CoreSvrPltfm ALNG LicSAPk MVL Pre2017EES	Faculty	2.04	C	1 Year(s)	Non-Specific	Core Server Platform	License/Software Assurance Pack	2.48
HAF-00003 ES-FDY		CoreSvrPltfm ALNG LicSAPk MVL Pre2017EES	Faculty	1.92	D	1 Year(s)	Non-Specific	Core Server Platform	License/Software Assurance Pack	2.33
HAF-00003 ES-SNY		CoreSvrPltfm ALNG LicSAPk MVL Pre2017EES	Student	0.48	Non-Specific	1 Year(s)	Non-Specific	Core Server Platform	License/Software Assurance Pack	0.58
HST-00003 ES-ANM		CrtfctnAcadmVL Fee MVL MCPPCertPK(30)	Additional Product	23464.8	Non-Specific	1 Month(s)	Non-Specific	Certification in Academic VL	Fee	2376
HST-00014 ES-ANM		CrtfctnAcadmVL Fee MVL MOS-MCECertSiteLicCombo125	Additional Product	28589.76	Non-Specific	1 Month(s)	Non-Specific	Certification in Academic VL	Fee	2895
HST-00017 ES-ANM		CrtfctnAcadmVL Fee MVL MOS-MTA-MCECertSiteLicCombo500	Additional Product	39451.68	Non-Specific	1 Month(s)	Non-Specific	Certification in Academic VL	Fee	3995
HST-00020 ES-ANM		CrtfctnAcadmVL Fee MVL MTA-MCECertSiteLicCombo125	Additional Product	28589.76	Non-Specific	1 Month(s)	Non-Specific	Certification in Academic VL	Fee	2895
EMT-00151 ES-ANY		D365CS ALNG LicSAPk MVL DvcCAL	Additional Product	198.24	Non-Specific	1 Year(s)	Non-Specific	Dyn365 Customer Service	License/Software Assurance Pack	241
EMT-00151 ES-SNY		D365CS ALNG LicSAPk MVL DvcCAL	Student	128.88	Non-Specific	1 Year(s)	Non-Specific	Dyn365 Customer Service	License/Software Assurance Pack	157
EMT-00429 ES-ANY		D365CS ALNG SASU MVL Dyn365ForTeamMembers DvcCAL	Additional Product	182.4	Non-Specific	1 Year(s)	Non-Specific	Dyn365 Customer Service	SA Step Up	222
EMT-00429 ES-SNY		D365CS ALNG SASU MVL Dyn365ForTeamMembers DvcCAL	Student	118.56	Non-Specific	1 Year(s)	Non-Specific	Dyn365 Customer Service	SA Step Up	145
10I-00001 ES-ANM		D365CustSvrProAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	46.32	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvProAttach FromSAEDU	Monthly Subscriptions-VolumeLicense	4.25
10I-00001 ES-SNM		D365CustSvrProAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	46.32	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvProAttach FromSAEDU	Monthly Subscriptions-VolumeLicense	4.25
GZS-00002 ES-ANM		D365E Human Resources From SA EDU Old ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	92.76	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for Talent FromSA EDU OLD	Monthly Subscriptions-VolumeLicense	8.5
GZS-00002 ES-SNM		D365E Human Resources From SA EDU Old ShrdSvr ALNG SubsvL MVL PerUsr	Student	92.76	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for Talent FromSA EDU OLD	Monthly Subscriptions-VolumeLicense	8.5
GZK-00003 ES-ANM		D365ECommerceEDU ShrdSvr ALNG SU MVL DYN365EFOROPSACTVTY PerUsr	Additional Product	624	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Step Up	58
GZK-00003 ES-SNM		D365ECommerceEDU ShrdSvr ALNG SU MVL DYN365EFOROPSACTVTY PerUsr	Student	390	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Step Up	36
GZK-00005 ES-ANM		D365ECommerceEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	825.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Step Up	76
GZK-00005 ES-SNM		D365ECommerceEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	516	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Step Up	48
GZK-00002 ES-ANM		D365ECommerceEDU ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Additional Product	825.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Step Up	76
GZK-00002 ES-SNM		D365ECommerceEDU ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Student	516	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Step Up	48
GZK-00001 ES-ANM		D365ECommerceEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	864	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Monthly Subscriptions-VolumeLicense	80
GZK-00001 ES-SNM		D365ECommerceEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	540	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Monthly Subscriptions-VolumeLicense	50
DEG-00011 ES-ANM		D365ECSEdu ShrdSvr ALNG SU MVL Dyn365EForCustSrvPro PerUsr	Additional Product	216	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Step Up	19.8
DEG-00011 ES-SNM		D365ECSEdu ShrdSvr ALNG SU MVL Dyn365EForCustSrvPro PerUsr	Student	135	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Step Up	12.38
DEG-00010 ES-ANM		D365ECSEdu ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	417.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Step Up	38.28
DEG-00010 ES-SNM		D365ECSEdu ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	261	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Step Up	23.93
DEG-00007 ES-ANM		D365ECSEdu ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Additional Product	417.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Step Up	38.28
DEG-00007 ES-SNM		D365ECSEdu ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Student	261	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Step Up	23.93
DEG-00002 ES-ANM		D365ECSEdu ShrdSvr ALNG SubsvL MVL PerDvc	Additional Product	696	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Monthly Subscriptions-VolumeLicense	63.8
DEG-00002 ES-SNM		D365ECSEdu ShrdSvr ALNG SubsvL MVL PerDvc	Student	435	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Monthly Subscriptions-VolumeLicense	39.88
DEG-00003 ES-ANM		D365ECSEdu ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	456	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Monthly Subscriptions-VolumeLicense	41.8
DEG-00003 ES-SNM		D365ECSEdu ShrdSvr ALNG SubsvL MVL PerUsr	Student	285	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Monthly Subscriptions-VolumeLicense	26.13
MEU-00005 ES-ANM		D365ECSProEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	201.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvPro EDU	Step Up	18.48
MEU-00005 ES-SNM		D365ECSProEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	126	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvPro EDU	Step Up	11.55
MEU-00001 ES-ANM		D365ECSProEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	240	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvPro EDU	Monthly Subscriptions-VolumeLicense	22
MEU-00001 ES-SNM		D365ECSProEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	150	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvPro EDU	Monthly Subscriptions-VolumeLicense	13.75
MEY-00001 ES-ANM		D365ECSProAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	204	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvPro FromSA EDU	Monthly Subscriptions-VolumeLicense	18.7
MEY-00001 ES-SNM		D365ECSProAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	127.44	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvPro FromSA EDU	Monthly Subscriptions-VolumeLicense	11.68
EAS-00002 ES-ANM		D365ECSAEDU ShrdSvr ALNG SubsvL MVL PerDvc	Additional Product	591.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Cust Serv FromSA EDU	Monthly Subscriptions-VolumeLicense	54.23
EAS-00002 ES-SNM		D365ECSAEDU ShrdSvr ALNG SubsvL MVL PerDvc	Student	369.72	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Cust Serv FromSA EDU	Monthly Subscriptions-VolumeLicense	33.89
EAS-00003 ES-ANM		D365ECSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	387.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Cust Serv FromSA EDU	Monthly Subscriptions-VolumeLicense	35.53
EAS-00003 ES-SNM		D365ECSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	242.28	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Cust Serv FromSA EDU	Monthly Subscriptions-VolumeLicense	22.21
10G-00001 ES-ANM		D365ECustSrvAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	46.32	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Cust Svc Attach FromSA EDU	Monthly Subscriptions-VolumeLicense	4.25
10G-00001 ES-SNM		D365ECustSrvAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	46.32	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Cust Svc Attach FromSA EDU	Monthly Subscriptions-VolumeLicense	4.25
10K-00001 ES-ANM		D365EFinanceAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	69.48	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance Attach FromSA EDU	Monthly Subscriptions-VolumeLicense	6.37
10K-00001 ES-SNM		D365EFinanceAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	69.48	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance Attach FromSA EDU	Monthly Subscriptions-VolumeLicense	6.37
SFW-00001 ES-ANM		D365EFinanceEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	864	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Monthly Subscriptions-VolumeLicense	79.2
SFW-00001 ES-SNM		D365EFinanceEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	540	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Monthly Subscriptions-VolumeLicense	49.5
10D-00001 ES-ANM		D365EFldSrvAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	46.32	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Svc Attach FromSAEDU	Monthly Subscriptions-VolumeLicense	4.25
10D-00001 ES-SNM		D365EFldSrvAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	46.32	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Svc Attach FromSAEDU	Monthly Subscriptions-VolumeLicense	4.25
10C-00001 ES-ANM		D365EFldSrvAEDU ShrdSvr ALNG SubsvL MVL PerDvc	Additional Product	220.2	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service From SA EDU	Monthly Subscriptions-VolumeLicense	20.19
10C-00001 ES-SNM		D365EFldSrvAEDU ShrdSvr ALNG SubsvL MVL PerDvc	Student	220.2	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service From SA EDU	Monthly Subscriptions-VolumeLicense	20.19
10C-00002 ES-ANM		D365EFldSrvSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	336.12	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service From SA EDU	Monthly Subscriptions-VolumeLicense	30.81
10C-00002 ES-SNM		D365EFldSrvSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	336.12	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service From SA EDU	Monthly Subscriptions-VolumeLicense	30.81
DEN-00006 ES-ANM		D365EFSEdu ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	417.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Step Up	38.28
DEN-00006 ES-SNM		D365EFSEdu ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	261	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Step Up	23.93
DEN-00005 ES-ANM		D365EFSEdu ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Additional Product	417.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Step Up	38.28
DEN-00005 ES-SNM		D365EFSEdu ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Student	261	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Step Up	23.93
DEN-00002 ES-ANM		D365EFSEdu ShrdSvr ALNG SubsvL MVL PerDvc	Additional Product	696	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Monthly Subscriptions-VolumeLicense	63.8
DEN-00002 ES-SNM		D365EFSEdu ShrdSvr ALNG SubsvL MVL PerDvc	Student	435	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Monthly Subscriptions-VolumeLicense	39.88
DEN-00003 ES-ANM		D365EFSEdu ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	456	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Monthly Subscriptions-VolumeLicense	41.8
DEN-00003 ES-SNM		D365EFSEdu ShrdSvr ALNG SubsvL MVL PerUsr	Student	285	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Monthly Subscriptions-VolumeLicense	26.13
DKR-00001 ES-ANM		D365EFSRSOInstEDU ShrdSvr ALNG SubsvL MVL AddOn	Additional Product	252	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Fld Srv RSO Inst EDU	Monthly Subscriptions-VolumeLicense	23.1
MSK-00001 ES-ANM		D365EMktgAddlCntctT2EDU ShrdSvr ALNG SubsvL MVL AddOn 50Kcntcts	Additional Product	7200	Non-Specific	1 Month(s)	Non-Specific	Dyn365E MktgAddlContacts T2 EDU	Monthly Subscriptions-VolumeLicense	660
MSK-00001 ES-SNM		D365EMktgAddlCntctT2EDU ShrdSvr ALNG SubsvL MVL AddOn 50Kcntcts	Student	4500	Non-Specific	1 Month(s)	Non-Specific	Dyn365E MktgAddlContacts T2 EDU	Monthly Subscriptions-VolumeLicense	412.5
KPL-00001 ES-ANM		D365EMktgAdnlAppEDU ShrdSvr ALNG SubsvL MVL	Additional Product	2400	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Mktg - Adnl App EDU	Monthly Subscriptions-VolumeLicense	220
KPL-00001 ES-SNM		D365EMktgAdnlAppEDU ShrdSvr ALNG SubsvL MVL	Student	2400	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Mktg - Adnl App EDU	Monthly Subscriptions-VolumeLicense	220
KPJ-00002 ES-ANM		D365EMktgAtchEDU ShrdSvr ALNG SubsvL MVL	Additional Product	3600	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Mktg Attach EDU	Monthly Subscriptions-VolumeLicense	330
KPJ-00002 ES-SNM		D365EMktgAtchEDU ShrdSvr ALNG SubsvL MVL	Student	2250	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Mktg Attach EDU	Monthly Subscriptions-VolumeLicense	207
KEV-00002 ES-ANM		D365EMktgEDU ShrdSvr ALNG SubsvL MVL	Additional Product	7200	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Mktg EDU	Monthly Subscriptions-VolumeLicense	660
KEV-00002 ES-SNM		D365EMktgEDU ShrdSvr ALNG SubsvL MVL	Student	4500	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Mktg EDU	Monthly Subscriptions-VolumeLicense	413
SDP-00002 ES-ANM		D365EMktgNonProdEDU ShrdSvr ALNG SubsvL MVL AddOn	Additional Product	2100	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Marktng NonProd App EDU	Monthly Subscriptions-VolumeLicense	192.5
GQZ-00001 ES-ANM		D365EOpsActSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	204	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Ops Act FromSA EDU	Monthly Subscriptions-VolumeLicense	19
GQZ-00001 ES-SNM		D365EOpsActSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	127.56	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Ops Act FromSA EDU	Monthly Subscriptions-VolumeLicense	12
DGG-00004 ES-ANM		D365EPSAutoEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	417.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Proj Serv Auto EDU	Step Up	38.28
DGG-00004 ES-SNM		D365EPSAutoEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	261	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Proj Serv Auto EDU	Step Up	23.93
DGG-00001 ES-ANM		D365EPSAutoEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	456	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Proj Serv Auto EDU	Monthly Subscriptions-VolumeLicense	41.8
DGG-00001 ES-SNM		D365EPSAutoEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	285	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Proj Serv Auto EDU	Monthly Subscriptions-VolumeLicense	26.13
10O-00001 ES-ANM		D365ERetailAttachSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	69.48	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Retail Attach FromSA EDU	Monthly Subscriptions-VolumeLicense	6.37
10O-00001 ES-SNM		D365ERetailAttachSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	69.48	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Retail Attach FromSA EDU	Monthly Subscriptions-VolumeLicense	6.37
10F-00001 ES-ANM		D365ESalesAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Additional Product	46.32	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Attach From SA EDU	Monthly Subscriptions-VolumeLicense	4.25
10F-00001 ES-SNM		D365ESalesAtchSAEDU ShrdSvr ALNG SubsvL MVL PerUsr	Student	46.32	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Attach From SA EDU	Monthly Subscriptions-VolumeLicense	4.25
DGU-00008 ES-ANM		D365ESalesEDU ShrdSvr ALNG SU MVL DYN365EFORSALESPRO PerUsr	Additional Product	144	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	13.2
DGU-00008 ES-SNM		D365ESalesEDU ShrdSvr ALNG SU MVL DYN365EFORSALESPRO PerUsr	Student	90	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	8.25
DGU-00010 ES-ANM		D365ESalesEDU ShrdSvr ALNG SU MVL Dyn365EForSalesProNew PerUsr	Additional Product	144	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	13.2
DGU-00010 ES-SNM		D365ESalesEDU ShrdSvr ALNG SU MVL Dyn365EForSalesProNew PerUsr	Student	90	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	8.25
DGU-00009 ES-ANM		D365ESalesEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	417.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	38.28
DGU-00009 ES-SNM		D365ESalesEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	261	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	23.93
DGU-00007 ES-ANM		D365ESalesEDU ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Additional Product	417.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	38.28

UVL-00001 ES-ANM	Dyn365EeComrcCldSclUtSE ShrdSvr ALNG SubsVL MVL 10ktranspermoor225dvc	Additional Product	81600	Non-Specific	1 Month(s)	Non-Specific	Dyn365E eCommerce CldSclUntStnd EDU	Monthly Subscriptions-VolumeLicense	7480
UVL-00001 ES-SNM	Dyn365EeComrcCldSclUtSE ShrdSvr ALNG SubsVL MVL 10ktranspermoor225dvc	Student	51000	Non-Specific	1 Month(s)	Non-Specific	Dyn365E eCommerce CldSclUntStnd EDU	Monthly Subscriptions-VolumeLicense	4675
DEG-00014 ES-ANM	Dyn365EforCustmrSrvCEDU ALNG SU MVL DYN365EfrCstSrvCtchEDU PerUsr	Additional Product	360	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Step Up	33
DEG-00014 ES-SNM	Dyn365EforCustmrSrvCEDU ALNG SU MVL DYN365EfrCstSrvCtchEDU PerUsr	Student	225	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Customer Service EDU	Step Up	20.63
DEN-00009 ES-ANM	Dyn365EforFieldSrvCEDU ALNG SU MVL DYN365EfrFldSrvCtchEDU PerUsr	Additional Product	360	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Step Up	33
DEN-00009 ES-SNM	Dyn365EforFieldSrvCEDU ALNG SU MVL DYN365EfrFldSrvCtchEDU PerUsr	Student	225	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Service EDU	Step Up	20.63
SFW-00006 ES-ANM	Dyn365EforFinanceEDU ALNG SU MVL DYN365EFOROPSACTVY PerUsr	Additional Product	624	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Step Up	57.2
SFW-00006 ES-SNM	Dyn365EforFinanceEDU ALNG SU MVL DYN365EFOROPSACTVY PerUsr	Student	390	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Step Up	35.75
SFW-00004 ES-ANM	Dyn365EforFinanceEDU ALNG SU MVL DYN365EFRFINANCEATTACHEDU PerUsr	Additional Product	720	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Step Up	66
SFW-00004 ES-SNM	Dyn365EforFinanceEDU ALNG SU MVL DYN365EFRFINANCEATTACHEDU PerUsr	Student	450	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Step Up	41.25
SFW-00007 ES-ANM	Dyn365EforFinanceEDU ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	825.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Step Up	75.68
SFW-00007 ES-SNM	Dyn365EforFinanceEDU ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	516	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Step Up	47.3
SFW-00005 ES-ANM	Dyn365EforFinanceEDU ALNG SU MVL Dyn365ForTeamMembers PerUsr	Additional Product	825.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Step Up	75.68
SFW-00005 ES-SNM	Dyn365EforFinanceEDU ALNG SU MVL Dyn365ForTeamMembers PerUsr	Student	516	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance EDU	Step Up	47.3
KEX-00002 ES-ANM	Dyn365EforMktgAddCnctctsT1EDU ShrdSvr ALNG SubsVL 8KcNctctsPlanOnlyAddOn	Additional Product	2880	Non-Specific	1 Month(s)	Non-Specific	Dyn365E MktgAddContacts T1 EDU	Monthly Subscriptions-VolumeLicense	264
KEX-00002 ES-SNM	Dyn365EforMktgAddCnctctsT1EDU ShrdSvr ALNG SubsVL 8KcNctctsPlanOnlyAddOn	Student	1800	Non-Specific	1 Month(s)	Non-Specific	Dyn365E MktgAddContacts T1 EDU	Monthly Subscriptions-VolumeLicense	165
KEX-00001 ES-ANM	Dyn365EforMktgAddCnctctsT1EDU ShrdSvr ALNG SubsVL MVL 5K Cnctcts AddOn	Additional Product	1200	Non-Specific	1 Month(s)	Non-Specific	Dyn365E MktgAddContacts T1 EDU	Monthly Subscriptions-VolumeLicense	110
KEX-00001 ES-SNM	Dyn365EforMktgAddCnctctsT1EDU ShrdSvr ALNG SubsVL MVL 5K Cnctcts AddOn	Student	750	Non-Specific	1 Month(s)	Non-Specific	Dyn365E MktgAddContacts T1 EDU	Monthly Subscriptions-VolumeLicense	69
DGG-00003 ES-ANM	Dyn365EforProjServAutoEDU ShrdSvrALNG SU MVL Dyn365ForTeamMembers PerUsr	Additional Product	417.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Proj Serv Auto EDU	Step Up	38.28
DGG-00003 ES-SNM	Dyn365EforProjServAutoEDU ShrdSvrALNG SU MVL Dyn365ForTeamMembers PerUsr	Student	261	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Proj Serv Auto EDU	Step Up	23.93
GZK-00006 ES-ANM	Dyn365EforRetailEDU ALNG SU MVL DYN365EFRRLATTACHEDU PerUsr	Additional Product	720	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Step Up	66
GZK-00006 ES-SNM	Dyn365EforRetailEDU ALNG SU MVL DYN365EFRRLATTACHEDU PerUsr	Student	450	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce EDU	Step Up	42
GZM-00004 ES-ANM	Dyn365EforRetailFromSAEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	417.24	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for Retail FromSA EDU	Monthly Subscriptions-VolumeLicense	38.25
GZM-00004 ES-SNM	Dyn365EforRetailFromSAEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	417.24	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for Retail FromSA EDU	Monthly Subscriptions-VolumeLicense	38.25
DGU-00013 ES-ANM	Dyn365EforSalesEDU ALNG SU MVL Dyn365EfrSalesAtchEDU PerUsr	Additional Product	360	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	33
DGU-00013 ES-SNM	Dyn365EforSalesEDU ALNG SU MVL Dyn365EfrSalesAtchEDU PerUsr	Student	225	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales EDU	Step Up	20.63
NCS-00006 ES-ANM	Dyn365EforSalesProEDU ALNG SU MVL Dyn365EfrSalesProAtchEDU PerUsr	Additional Product	216	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU	Step Up	20
NCS-00006 ES-SNM	Dyn365EforSalesProEDU ALNG SU MVL Dyn365EfrSalesProAtchEDU PerUsr	Student	135	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU	Step Up	13
NCS-00003 ES-ANM	Dyn365EforSalesProEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	273.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU	Step Up	26
NCS-00003 ES-SNM	Dyn365EforSalesProEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	171	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU	Step Up	16
NCS-00002 ES-ANM	Dyn365EforSalesProEDU ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Additional Product	273.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU	Step Up	26
NCS-00002 ES-SNM	Dyn365EforSalesProEDU ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Student	171	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU	Step Up	16
NCS-00001 ES-ANM	Dyn365EforSalesProEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	312	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU	Monthly Subscriptions-VolumeLicense	29
NCS-00001 ES-SNM	Dyn365EforSalesProEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	195	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU	Monthly Subscriptions-VolumeLicense	18
KPN-00005 ES-ANM	Dyn365EforSalesProEDUOld ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	273.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU Old	Step Up	26
KPN-00005 ES-SNM	Dyn365EforSalesProEDUOld ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	171	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro EDU Old	Step Up	16
NCW-00001 ES-ANM	Dyn365EforSalesProFromSAEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	265.2	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro FromSA EDU	Monthly Subscriptions-VolumeLicense	25
NCW-00001 ES-SNM	Dyn365EforSalesProFromSAEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	165.72	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro FromSA EDU	Monthly Subscriptions-VolumeLicense	16
RZV-00002 ES-ANM	Dyn365EfrCstmSrvCtchEDU ShrdSvr ALNG SubsVL MVL	Additional Product	48000	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Fraud Protection EDU	Monthly Subscriptions-VolumeLicense	4400
RZX-00001 ES-ANM	Dyn365EfrCstmSrvCtchEDU ShrdSvr ALNG SubsVL MVL PerUsr AddOn	Additional Product	504	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for CustomerServiceChat EDU	Monthly Subscriptions-VolumeLicense	42
RZX-00001 ES-SNM	Dyn365EfrCstmSrvCtchEDU ShrdSvr ALNG SubsVL MVL PerUsr AddOn	Student	504	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for CustomerServiceChat EDU	Monthly Subscriptions-VolumeLicense	42
RZS-00001 ES-ANM	Dyn365EfrCstSrvCtSessEDU ShrdSvr ALNG SubsVL MVL 100conversations AddOn	Additional Product	420	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for CustSrvCtChatbotSessEDU	Monthly Subscriptions-VolumeLicense	38.5
RZM-00001 ES-ANM	Dyn365EfrCstSrvCtSessEDU ShrdSvr ALNG SubsVL MVL AddOn PerUsr	Additional Product	630	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for CustSrvCtDigitalMsgngEDU	Monthly Subscriptions-VolumeLicense	57.75
RZM-00001 ES-SNM	Dyn365EfrCstSrvCtSessEDU ShrdSvr ALNG SubsVL MVL AddOn PerUsr	Student	630	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for CustSrvCtDigitalMsgngEDU	Monthly Subscriptions-VolumeLicense	57.75
SCG-00001 ES-ANM	Dyn365EfrCstSrvCtAttachEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Additional Product	96	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustomerServiceAttach EDU	Monthly Subscriptions-VolumeLicense	8.8
SCG-00001 ES-SNM	Dyn365EfrCstSrvCtAttachEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Student	60	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustomerServiceAttach EDU	Monthly Subscriptions-VolumeLicense	5.5
SCW-00001 ES-ANM	Dyn365EfrCstSrvCtAttachEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Additional Product	96	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvCt Attach EDU	Monthly Subscriptions-VolumeLicense	8.8
SCW-00001 ES-SNM	Dyn365EfrCstSrvCtAttachEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Student	60	Non-Specific	1 Month(s)	Non-Specific	Dyn365E CustSrvCt Attach EDU	Monthly Subscriptions-VolumeLicense	5.5
RZX-00002 ES-ANM	Dyn365EfrPrtAddAsmntEDU ShrdSvr ALNG SubsVL MVL 10KAssessments	Additional Product	8400	Non-Specific	1 Month(s)	Non-Specific	Dyn365E FraudProtctn AddlAsmnts EDU	Monthly Subscriptions-VolumeLicense	770
SAK-00001 ES-ANM	Dyn365EfrFinanceAttchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Additional Product	144	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance Attach EDU	Monthly Subscriptions-VolumeLicense	13.2
SAK-00001 ES-SNM	Dyn365EfrFinanceAttchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Student	90	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Finance Attach EDU	Monthly Subscriptions-VolumeLicense	8.25
SUW-00003 ES-ANM	Dyn365EfrFinanceFrmSAEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	417.24	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for Finance FromSA EDU	Monthly Subscriptions-VolumeLicense	38.25
SUW-00003 ES-SNM	Dyn365EfrFinanceFrmSAEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	417.24	Non-Specific	1 Month(s)	Non-Specific	Dyn365E for Finance FromSA EDU	Monthly Subscriptions-VolumeLicense	38.25
SCP-00001 ES-ANM	Dyn365EfrFldSrvCtchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Additional Product	96	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Srvce Attach EDU	Monthly Subscriptions-VolumeLicense	8.8
SCP-00001 ES-SNM	Dyn365EfrFldSrvCtchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Student	60	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Field Srvce Attach EDU	Monthly Subscriptions-VolumeLicense	5.5
SAR-00001 ES-ANM	Dyn365EfrRtlAttchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Additional Product	144	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce Attach EDU	Monthly Subscriptions-VolumeLicense	13.2
SAR-00001 ES-SNM	Dyn365EfrRtlAttchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Student	90	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Commerce Attach EDU	Monthly Subscriptions-VolumeLicense	8.25
SAU-00001 ES-ANM	Dyn365EfrSalesAttachEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Additional Product	96	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Attach EDU	Monthly Subscriptions-VolumeLicense	8.8
SAU-00001 ES-SNM	Dyn365EfrSalesAttachEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Student	60	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Attach EDU	Monthly Subscriptions-VolumeLicense	5.5
SDH-00001 ES-ANM	Dyn365EfrSalesProAttchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Additional Product	96	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro Attach EDU	Monthly Subscriptions-VolumeLicense	8.8
SDH-00001 ES-SNM	Dyn365EfrSalesProAttchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Student	60	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Sales Pro Attach EDU	Monthly Subscriptions-VolumeLicense	5.5
SAN-00001 ES-ANM	Dyn365EfrSplyChnMgtAchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Additional Product	144	Non-Specific	1 Month(s)	Non-Specific	Dyn365E SupplyChnMgmtAttach EDU	Monthly Subscriptions-VolumeLicense	13.2
SAN-00001 ES-SNM	Dyn365EfrSplyChnMgtAchEDU ALNG SubsVL MVL toQlfygDyn365BaseSKU PerUsr	Student	90	Non-Specific	1 Month(s)	Non-Specific	Dyn365E SupplyChnMgmtAttach EDU	Monthly Subscriptions-VolumeLicense	8.25
S3R-00006 ES-ANM	Dyn365EfrSplyChnMgmtEDU ALNG SU MVL DYN365EFOROPSACTVY PerUsr	Additional Product	624	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Supply Chain Mgmt EDU	Step Up	57.2
S3R-00006 ES-SNM	Dyn365EfrSplyChnMgmtEDU ALNG SU MVL DYN365EFOROPSACTVY PerUsr	Student	390	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Supply Chain Mgmt EDU	Step Up	35.75
S3R-00005 ES-ANM	Dyn365EfrSplyChnMgmtEDU ALNG SU MVL DYN365EFRPLYCHNMTATCEDU PerUsr	Additional Product	720	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Supply Chain Mgmt EDU	Step Up	66
S3R-00005 ES-SNM	Dyn365EfrSplyChnMgmtEDU ALNG SU MVL DYN365EFRPLYCHNMTATCEDU PerUsr	Student	450	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Supply Chain Mgmt EDU	Step Up	41.25
S3R-00004 ES-ANM	Dyn365EfrSplyChnMgmtEDU ALNG SU MVL DYN365ETEAMMMBRSUEDU PerUsr	Additional Product	825.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Supply Chain Mgmt EDU	Step Up	75.68
S3R-00004 ES-SNM	Dyn365EfrSplyChnMgmtEDU ALNG SU MVL DYN365ETEAMMMBRSUEDU PerUsr	Student	516	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Supply Chain Mgmt EDU	Step Up	47.3
S3R-00007 ES-ANM	Dyn365EfrSplyChnMgmtEDU ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	825.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Supply Chain Mgmt EDU	Step Up	75.68
S3R-00007 ES-SNM	Dyn365EfrSplyChnMgmtEDU ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	516	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Supply Chain Mgmt EDU	Step Up	47.3
RYX-00009 ES-ANM	Dyn365EGuidesEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	283.92	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Guides EDU	Monthly Subscriptions-VolumeLicense	27
RYX-00009 ES-SNM	Dyn365EGuidesEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	177.48	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Guides EDU	Monthly Subscriptions-VolumeLicense	17
UUJ-00001 ES-ANM	Dyn365EHmnRsrCtsAttchEDU ShrdSvr ALNGSubsVLMVL toQlfygDyn365BaseSKUPerUsr	Additional Product	144	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources Attach EDU	Monthly Subscriptions-VolumeLicense	14
UUJ-00001 ES-SNM	Dyn365EHmnRsrCtsAttchEDU ShrdSvr ALNGSubsVLMVL toQlfygDyn365BaseSKUPerUsr	Student	90	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources Attach EDU	Monthly Subscriptions-VolumeLicense	9
UUG-00003 ES-ANM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SU MVL DYN365EFOROPSACTVY PerUsr	Additional Product	336	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Step Up	31
UUG-00003 ES-SNM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SU MVL DYN365EFOROPSACTVY PerUsr	Student	210	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Step Up	20
UUG-00005 ES-ANM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SU MVL DYN365EHUMANRSCATTEDU PerUsr	Additional Product	432	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Step Up	40
UUG-00005 ES-SNM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SU MVL DYN365EHUMANRSCATTEDU PerUsr	Student	270	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Step Up	25
UUG-00004 ES-ANM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Additional Product	537.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Step Up	50
UUG-00004 ES-SNM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SU MVL Dyn365ETmMmbrs PerUsr	Student	336	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Step Up	31
UUG-00002 ES-ANM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Additional Product	537.6	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Step Up	50
UUG-00002 ES-SNM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SU MVL Dyn365ForTeamMembers PerUsr	Student	336	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Step Up	31
UUG-00001 ES-ANM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	576	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Monthly Subscriptions-VolumeLicense	53
UUG-00001 ES-SNM	Dyn365EHmnRsrCtsEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	360	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources EDU	Monthly Subscriptions-VolumeLicense	33
UUQ-00001 ES-ANM	Dyn365EHmnRsrCtsSfSrvEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	19.2	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources SIf-Srv EDU	Monthly Subscriptions-VolumeLicense	1.76
UUQ-00001 ES-SNM	Dyn365EHmnRsrCtsSfSrvEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	12	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources SIf-Srv EDU	Monthly Subscriptions-VolumeLicense	1.1
UUN-00001 ES-ANM	Dyn365EHmnRsrCtsSndbxEDU ShrdSvr ALNG SubsVL MVL	Additional Product	6720	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources Sandbox EDU	Monthly Subscriptions-VolumeLicense	616
UUN-00001 ES-SNM	Dyn365EHmnRsrCtsSndbxEDU ShrdSvr ALNG SubsVL MVL	Student	4200	Non-Specific	1 Month(s)	Non-Specific	Dyn365E Human Resources Sandbox EDU	Monthly Subscriptions-VolumeLicense	385
UTZ-00001 ES-ANM	Dyn365EIoTIntlgncAdmMEDU ShrdSvr ALNG SubsVL MVL 10additionalmachines	Additional Product	1200	Non-Specific	1 Month(s)	Non-Specific	Dyn365E IoT IntelligenceAddlMchns EDU	Monthly Subscriptions-VolumeLicense	110
UTZ-00001 ES-SNM	Dyn365EIoTIntlgncAdmMEDU ShrdSvr ALNG SubsVL MVL 10additionalmachines	Student	750	Non-Specific	1 Month(s)	Non-Specific	Dyn365E IoT IntelligenceAddlMchns EDU	Monthly Subscriptions-VolumeLicense	69

LEH-00002 ES-SNM		EntMobandSecA3Full ShrdSvr ALNG SubsVL MVL PerUsr	Student	15.6	C	1 Month(s)	Non-Specific	Ent Mob and Security A3 Full	Monthly Subscriptions-VolumeLicense	1.43
LEH-00002 ES-SNM		EntMobandSecA3Full ShrdSvr ALNG SubsVL MVL PerUsr	Student	14.64	D	1 Month(s)	Non-Specific	Ent Mob and Security A3 Full	Monthly Subscriptions-VolumeLicense	1.34
LEH-00001 ES-SNM		EntMobandSecA3Full ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	A	1 Month(s)	Non-Specific	Ent Mob and Security A3 Full	Monthly Subscriptions-VolumeLicense	0
LEH-00001 ES-SNM		EntMobandSecA3Full ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	B	1 Month(s)	Non-Specific	Ent Mob and Security A3 Full	Monthly Subscriptions-VolumeLicense	0
LEH-00001 ES-SNM		EntMobandSecA3Full ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	C	1 Month(s)	Non-Specific	Ent Mob and Security A3 Full	Monthly Subscriptions-VolumeLicense	0
LEH-00001 ES-SNM		EntMobandSecA3Full ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	D	1 Month(s)	Non-Specific	Ent Mob and Security A3 Full	Monthly Subscriptions-VolumeLicense	0
LEM-00003 ES-FNM		EntMobandSecA5Full ShrdSvr ALNG SU MVL EntMobandSecA3Full PerUsr	Faculty	18	A	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Step Up	1.65
LEM-00003 ES-FNM		EntMobandSecA5Full ShrdSvr ALNG SU MVL EntMobandSecA3Full PerUsr	Faculty	16.92	B	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Step Up	1.55
LEM-00003 ES-FNM		EntMobandSecA5Full ShrdSvr ALNG SU MVL EntMobandSecA3Full PerUsr	Faculty	15.48	C	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Step Up	1.42
LEM-00003 ES-FNM		EntMobandSecA5Full ShrdSvr ALNG SU MVL EntMobandSecA3Full PerUsr	Faculty	14.64	D	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Step Up	1.34
LEM-00003 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SU MVL EntMobandSecA3Full PerUsr	Student	18	A	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Step Up	1.65
LEM-00003 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SU MVL EntMobandSecA3Full PerUsr	Student	16.92	B	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Step Up	1.55
LEM-00003 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SU MVL EntMobandSecA3Full PerUsr	Student	15.48	C	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Step Up	1.42
LEM-00003 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SU MVL EntMobandSecA3Full PerUsr	Student	14.64	D	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Step Up	1.34
LEM-00002 ES-FNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	36	A	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	3.3
LEM-00002 ES-FNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	33.72	B	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	3.09
LEM-00002 ES-FNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	31.08	C	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	2.85
LEM-00002 ES-FNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	29.28	D	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	2.68
LEM-00002 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr	Student	36	A	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	3.3
LEM-00002 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr	Student	33.72	B	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	3.09
LEM-00002 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr	Student	31.08	C	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	2.85
LEM-00002 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr	Student	29.28	D	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	2.68
LEM-00001 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	A	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	0
LEM-00001 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	B	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	0
LEM-00001 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	C	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	0
LEM-00001 ES-SNM		EntMobandSecA5Full ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	D	1 Month(s)	Non-Specific	Ent Mob and Security A5 Full	Monthly Subscriptions-VolumeLicense	0
LEI-00001 ES-FNM		EntMobandSecurityA3 ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL/ECAL	Faculty	11.64	Non-Specific	1 Month(s)	Non-Specific	Ent Mob and Security A3	Monthly Subscriptions-VolumeLicense	1.07
LEI-00001 ES-FNM		EntMobandSecurityA3 ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL/ECAL	Student	11.64	Non-Specific	1 Month(s)	Non-Specific	Ent Mob and Security A3	Monthly Subscriptions-VolumeLicense	1.07
LEN-00001 ES-FNM		EntMobandSecurityA5 ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL/ECAL	Faculty	27	Non-Specific	1 Month(s)	Non-Specific	Ent Mob and Security A5	Monthly Subscriptions-VolumeLicense	2.48
LEN-00001 ES-SNM		EntMobandSecurityA5 ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL/ECAL	Student	27	Non-Specific	1 Month(s)	Non-Specific	Ent Mob and Security A5	Monthly Subscriptions-VolumeLicense	2.48
LEN-00002 ES-FNM		EntMobandSecurityA5 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL/ECAL	Faculty	27	Non-Specific	1 Month(s)	Non-Specific	Ent Mob and Security A5	Monthly Subscriptions-VolumeLicense	2.48
LEN-00002 ES-SNM		EntMobandSecurityA5 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL/ECAL	Student	27	Non-Specific	1 Month(s)	Non-Specific	Ent Mob and Security A5	Monthly Subscriptions-VolumeLicense	2.48
HCF-00005 ES-FAY		EntPltfrmwHPCsSvr ALNG LicSAPk MVL Pre2017EES	Faculty	4.8	A	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	License/Software Assurance Pack	6
HCF-00005 ES-FBY		EntPltfrmwHPCsSvr ALNG LicSAPk MVL Pre2017EES	Faculty	4.44	B	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	License/Software Assurance Pack	6
HCF-00005 ES-FCY		EntPltfrmwHPCsSvr ALNG LicSAPk MVL Pre2017EES	Faculty	4.08	C	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	License/Software Assurance Pack	4.96
HCF-00005 ES-FDY		EntPltfrmwHPCsSvr ALNG LicSAPk MVL Pre2017EES	Faculty	3.84	D	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	License/Software Assurance Pack	4.67
HCF-00005 ES-SNY		EntPltfrmwHPCsSvr ALNG LicSAPk MVL Pre2017EES	Student	2.88	Non-Specific	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	License/Software Assurance Pack	3.5
HCF-00006 ES-FAY		EntPltfrmwHPCsSvr ALNG SASU MVL CoreSvrPltfrm Pre2017EES	Faculty	2.8	A	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	SA Step Up	2.92
HCF-00006 ES-FBY		EntPltfrmwHPCsSvr ALNG SASU MVL CoreSvrPltfrm Pre2017EES	Faculty	2.28	B	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	SA Step Up	2.77
HCF-00006 ES-FCY		EntPltfrmwHPCsSvr ALNG SASU MVL CoreSvrPltfrm Pre2017EES	Faculty	2.04	C	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	SA Step Up	2.48
HCF-00006 ES-FDY		EntPltfrmwHPCsSvr ALNG SASU MVL CoreSvrPltfrm Pre2017EES	Faculty	1.92	D	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	SA Step Up	2.33
HCF-00006 ES-SNY		EntPltfrmwHPCsSvr ALNG SASU MVL CoreSvrPltfrm Pre2017EES	Student	2.4	Non-Specific	1 Year(s)	Non-Specific	Enterprise Platform wHPC Svr	SA Step Up	2.92
AAD-44067 ES-ANM		ESU for SQL EE 2 Core pack for 1st year of EOS (July 2019-July 2020)	Additional Product	1906.18	Non-Specific	1 Year(s)	Non-Specific	SQL Enterprise Core Ext Security	Extended Coverage	2317
AAD-74719 ES-ANM		ESU for SQL EE 2 Core pack for 2nd year of EOS (July 2020-July 2021)	Additional Product	1906.18	Non-Specific	1 Year(s)	Non-Specific	SQL Enterprise Core Ext Security	Extended Coverage	2317
AAD-44069 ES-ANM		ESU for SQL EE Per Server for 1st year of EOS (July 2019-July 2020)	Additional Product	1191.28	Non-Specific	1 Year(s)	Non-Specific	SQL Server Enterprise Ext Security	Extended Coverage	1448
AAD-74720 ES-ANM		ESU for SQL EE Per Server for 2nd year of EOS (July 2020-July 2021)	Additional Product	1191.28	Non-Specific	1 Year(s)	Non-Specific	SQL Server Enterprise Ext Security	Extended Coverage	1448
AAD-44064 ES-ANM		ESU for SQL Std 2 Core pack for 1st year of EOS (July 2019-July 2020)	Additional Product	497.14	Non-Specific	1 Year(s)	Non-Specific	SQL Svr Standard Core Ext Security	Extended Coverage	605
AAD-74718 ES-ANM		ESU for SQL Std 2 Core pack for 2nd year of EOS (July 2020-July 2021)	Additional Product	497.14	Non-Specific	1 Year(s)	Non-Specific	SQL Svr Standard Core Ext Security	Extended Coverage	605
AAD-44066 ES-ANM		ESU for SQL Std Per Server for 1st year of EOS (July 2019-July 2020)	Additional Product	124.5	Non-Specific	1 Year(s)	Non-Specific	SQL Server Standard Ext Security	Extended Coverage	152
AAD-74721 ES-ANM		ESU for SQL Std Per Server for 2nd year of EOS (July 2020-July 2021)	Additional Product	124.5	Non-Specific	1 Year(s)	Non-Specific	SQL Server Standard Ext Security	Extended Coverage	152
AAD-44063 ES-ANM		ESU for WS DC 16 Core Pack for 1st year of EOS (Jan 2020-Jan 2021)	Additional Product	853.57	Non-Specific	1 Year(s)	Non-Specific	Windows Server DC CORE Ext Security	Extended Coverage	1038
AAD-44062 ES-ANM		ESU for WS DC 2 Core Pack for 1st year of EOS (Jan 2020-Jan 2021)	Additional Product	106.72	Non-Specific	1 Year(s)	Non-Specific	Windows Server DC CORE Ext Security	Extended Coverage	130
AAD-44061 ES-ANM		ESU for WS Std 16 Core Pack for 1st year of EOS (Jan 2020-Jan 2021)	Additional Product	134.75	Non-Specific	1 Year(s)	Non-Specific	Windows Server STDCORE Ext Security	Extended Coverage	164
AAD-44060 ES-ANM		ESU for WS Std 2 Core Pack for 1st year of EOS (Jan 2020-Jan 2021)	Additional Product	17.07	Non-Specific	1 Year(s)	Non-Specific	Windows Server STDCORE Ext Security	Extended Coverage	21
PGI-00267 ES-FNY		ExchgEntCAL ALNG LicSAPk MVL DvcCAL wSrvc	Faculty	4.92	Non-Specific	1 Year(s)	Non-Specific	Exchange Enterprise CAL	License/Software Assurance Pack	6
PGI-00267 ES-SNY		ExchgEntCAL ALNG LicSAPk MVL DvcCAL wSrvc	Student	3.24	Non-Specific	1 Year(s)	Non-Specific	Exchange Enterprise CAL	License/Software Assurance Pack	3.94
6MV-00003 ES-ANM		ExchgEntCALSrvcForEdu ALNG SubsVL MVL PerUsr	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Exchange Ent CAL Srvc For Edu	Monthly Subscriptions-VolumeLicense	0
6MV-00003 ES-SNM		ExchgEntCALSrvcForEdu ALNG SubsVL MVL PerUsr	Student	0	Non-Specific	1 Month(s)	Non-Specific	Exchange Ent CAL Srvc For Edu	Monthly Subscriptions-VolumeLicense	0
5WS-00001 ES-ANM		ExchgOnlnArchEdu ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	10.92	Non-Specific	1 Month(s)	Non-Specific	Exch Online Arch Exch Online forEDU	Monthly Subscriptions-VolumeLicense	1
5WS-00001 ES-SNM		ExchgOnlnArchEdu ShrdSvr ALNG SubsVL MVL PerUsr	Student	10.92	Non-Specific	1 Month(s)	Non-Specific	Exch Online Arch Exch Online forEDU	Monthly Subscriptions-VolumeLicense	1
9KS-00001 ES-ANM		ExchgOnlnArchSrvEdu ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	10.92	Non-Specific	1 Month(s)	Non-Specific	Exch Onl Arch Exch Server forEDU	Monthly Subscriptions-VolumeLicense	1
9KS-00001 ES-SNM		ExchgOnlnArchSrvEdu ShrdSvr ALNG SubsVL MVL PerUsr	Student	10.92	Non-Specific	1 Month(s)	Non-Specific	Exch Onl Arch Exch Server forEDU	Monthly Subscriptions-VolumeLicense	1
5RS-00002 ES-ANM		ExchgOnlnPlan1Edu ShrdSvr ALNG SubsVL MVL PerUsr Alumni	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Exchange Online Plan1 forEDU	Monthly Subscriptions-VolumeLicense	0
G2V-00001 ES-ANM		ExchgOnlnPrctcnEdu ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Exchange Online Protection forEDU	Monthly Subscriptions-VolumeLicense	0
G2V-00001 ES-SNM		ExchgOnlnPrctcnEdu ShrdSvr ALNG SubsVL MVL PerUsr	Student	0	Non-Specific	1 Month(s)	Non-Specific	Exchange Online Protection forEDU	Monthly Subscriptions-VolumeLicense	0
381-01587 ES-FNY		ExchgStdCAL ALNG LicSAPk MVL DvcCAL	Faculty	2.28	Non-Specific	1 Year(s)	Non-Specific	Exchange Standard CAL	License/Software Assurance Pack	2.77
381-01587 ES-SNY		ExchgStdCAL ALNG LicSAPk MVL DvcCAL	Student	0.6	Non-Specific	1 Year(s)	Non-Specific	Exchange Standard CAL	License/Software Assurance Pack	0.73
395-02412 ES-ANY		ExchgSvrEnt ALNG LicSAPk MVL	Additional Product	327.6	Non-Specific	1 Year(s)	Non-Specific	Exchange Server - Enterprise	License/Software Assurance Pack	399
395-03039 ES-ANY		ExchgSvrEnt ALNG SASU MVL ExchgSvrStd	Additional Product	270.36	Non-Specific	1 Year(s)	Non-Specific	Exchange Server - Enterprise	SA Step Up	329
312-02177 ES-ANY		ExchgSvrStd ALNG LicSAPk MVL	Additional Product	57.24	Non-Specific	1 Year(s)	Non-Specific	Exchange Server - Standard	License/Software Assurance Pack	70
F7S-00001 ES-ANM		Flow50kRunsAddOnEDU ShrdSvr ALNG SubsVL MVL QlfdOffer AddOn	Additional Product	264	Non-Specific	1 Month(s)	Non-Specific	Power Automate 50k Runs Add-On EDU	Monthly Subscriptions-VolumeLicense	25
F7S-00001 ES-SNM		Flow50kRunsAddOnEDU ShrdSvr ALNG SubsVL MVL QlfdOffer AddOn	Student	192	Non-Specific	1 Month(s)	Non-Specific	Power Automate 50k Runs Add-On EDU	Monthly Subscriptions-VolumeLicense	18
EHQ-00001 ES-ANM		FlowP1EDU ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	Additional Product	24	Non-Specific	1 Month(s)	Non-Specific	Flow P1 EDU	Monthly Subscriptions-VolumeLicense	2.2
EHQ-00001 ES-SNM		FlowP1EDU ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	Student	15	Non-Specific	1 Month(s)	Non-Specific	Flow P1 EDU	Monthly Subscriptions-VolumeLicense	1.38
EHR-00001 ES-ANM		FlowP2EDU ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	Additional Product	72	Non-Specific	1 Month(s)	Non-Specific	Flow P2 EDU	Monthly Subscriptions-VolumeLicense	6.6
EHR-00001 ES-SNM		FlowP2EDU ShrdSvr ALNG SubsVL MVL QlfdOffer PerUsr	Student	45	Non-Specific	1 Month(s)	Non-Specific	Flow P2 EDU	Monthly Subscriptions-VolumeLicense	4.13
PYW-00002 ES-ANM		FormsProAdlResponsesEDU ShrdSvr ALNG SubsVL MVL 2KSurveyResponses	Additional Product	480	Non-Specific	1 Month(s)	Non-Specific	Forms Pro Adl Responses EDU	Monthly Subscriptions-VolumeLicense	40
7VC-00137 ES-ANY		FrfrrtIdenttyMgr ALNG LicSAPk MVL Live	Additional Product	162.84	Non-Specific	1 Year(s)	Non-Specific	Frfrrt Identity Mgr	License/Software Assurance Pack	198
NK7-00064 ES-ANY		IdentityMgrCAL ALNG LicSAPk MVL DvcCAL	Additional Product	1.44	Non-Specific	1 Year(s)	Non-Specific	Identity Manager - CAL	License/Software Assurance Pack	1.75
NK7-00064 ES-SNY		IdentityMgrCAL ALNG LicSAPk MVL DvcCAL	Student	0.96	Non-Specific	1 Year(s)	Non-Specific	Identity Manager - CAL	License/Software Assurance Pack	1.17
PL7-00058 ES-ANY		IdentityMgrExtConn ALNG LicSAPk MVL	Additional Product	1480.44	Non-Specific	1 Year(s)	Non-Specific	Identity Manager External Connector	License/Software Assurance Pack	1799
LN7-00001 ES-ANM		IntlCallingPlanEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	288	Non-Specific	1 Month(s)	Non-Specific	International Calling Plan EDU	Monthly Subscriptions-VolumeLicense	24
LN7-00001 ES-SNM		IntlCallingPlanEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	288	Non-Specific	1 Month(s)	Non-Specific	International Calling Plan EDU	Monthly Subscriptions-VolumeLicense	24
FYU-00001 ES-ANM		IntuneAddOnEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	6.36	Non-Specific	1 Month(s)	Non-Specific	Intune Add-On EDU	Monthly Subscriptions-VolumeLicense	0.58
FYU-00001 ES-SNM		IntuneAddOnEDU ShrdSvr ALNG SubsVL MVL AddOn	Student	6.36	Non-Specific	1 Month(s)	Non-Specific	Intune Add-On EDU	Monthly Subscriptions-VolumeLicense	0.58
FYR-00001 ES-ANM		IntuneEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	7.56	Non-Specific	1 Month(s)	Non-Specific	Intune EDU	Monthly Subscriptions-VolumeLicense	0.69
FYR-00001 ES-SNM		IntuneEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	7.56	Non-Specific	1 Month(s)	Non-Specific	Intune EDU	Monthly Subscriptions-VolumeLicense	0.69
FYR-00002 ES-SNM		IntuneEDU ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	Non-Specific	1 Month(s)	Non-Specific	Intune EDU	Monthly Subscriptions-VolumeLicense	0
AAA-73004 ES-FNM		M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	Faculty	56.88	A	1 Month(s)	Non-Specific	M365 Education A3 Original	Monthly Subscriptions-VolumeLicense	5.76
AAA-73004 ES-FNM		M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	Faculty	53.16	B	1 Month(s)	Non-Specific	M365 Education A3 Original	Monthly Subscriptions-VolumeLicense	5.38
AAA-73004 ES-FNM		M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	Faculty	49.08	C	1 Month(s)	Non-Specific	M365 Education A3 Original	Monthly Subscriptions-VolumeLicense	4.97




PYQ-00005 ES-SNM	M365A5Security-EDU ShrdSvr ALNG SubSVL MVL PerUsr FromWindowsA5	Student	3.24	A	1 Month(s)	Non-Specific	M365 A5 Security - EDU	Monthly Subscriptions-VolumeLicense	0.3
PYQ-00005 ES-SNM	M365A5Security-EDU ShrdSvr ALNG SubSVL MVL PerUsr FromWindowsA5	Student	3	B	1 Month(s)	Non-Specific	M365 A5 Security - EDU	Monthly Subscriptions-VolumeLicense	0.28
PYQ-00005 ES-SNM	M365A5Security-EDU ShrdSvr ALNG SubSVL MVL PerUsr FromWindowsA5	Student	2.76	C	1 Month(s)	Non-Specific	M365 A5 Security - EDU	Monthly Subscriptions-VolumeLicense	0.25
PYQ-00005 ES-SNM	M365A5Security-EDU ShrdSvr ALNG SubSVL MVL PerUsr FromWindowsA5	Student	2.64	D	1 Month(s)	Non-Specific	M365 A5 Security - EDU	Monthly Subscriptions-VolumeLicense	0.24
PYQ-00002 ES-SNM	M365A5Security-EDU ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	A	1 Month(s)	Non-Specific	M365 A5 Security - EDU	Monthly Subscriptions-VolumeLicense	0
PYQ-00002 ES-SNM	M365A5Security-EDU ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	B	1 Month(s)	Non-Specific	M365 A5 Security - EDU	Monthly Subscriptions-VolumeLicense	0
PYQ-00002 ES-SNM	M365A5Security-EDU ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	C	1 Month(s)	Non-Specific	M365 A5 Security - EDU	Monthly Subscriptions-VolumeLicense	0
PYQ-00002 ES-SNM	M365A5Security-EDU ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	D	1 Month(s)	Non-Specific	M365 A5 Security - EDU	Monthly Subscriptions-VolumeLicense	0
1AA-00001 ES-ANM	M365ASuiteOnlyAdd-On ShrdSvr ALNG SubSVL MVL forM365EDUA5Original	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	M365 A5 Suite Only Add-Ons	Monthly Subscriptions-VolumeLicense	0
1AA-00001 ES-SNM	M365ASuiteOnlyAdd-On ShrdSvr ALNG SubSVL MVL forM365EDUA5Original	Student	0	Non-Specific	1 Month(s)	Non-Specific	M365 A5 Suite Only Add-Ons	Monthly Subscriptions-VolumeLicense	0
JNQ-00001 ES-FNM	M365EduA3StepUpOrgnl ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Faculty	8.28	A	1 Month(s)	Non-Specific	M365 Education A3 Step Up Original	Monthly Subscriptions-VolumeLicense	0.84
JNQ-00001 ES-FNM	M365EduA3StepUpOrgnl ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Faculty	7.8	B	1 Month(s)	Non-Specific	M365 Education A3 Step Up Original	Monthly Subscriptions-VolumeLicense	0.79
JNQ-00001 ES-FNM	M365EduA3StepUpOrgnl ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Faculty	7.2	C	1 Month(s)	Non-Specific	M365 Education A3 Step Up Original	Monthly Subscriptions-VolumeLicense	0.73
JNQ-00001 ES-FNM	M365EduA3StepUpOrgnl ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Faculty	6.72	D	1 Month(s)	Non-Specific	M365 Education A3 Step Up Original	Monthly Subscriptions-VolumeLicense	0.68
JNQ-00001 ES-SNM	M365EduA3StepUpOrgnl ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Student	5.64	A	1 Month(s)	Non-Specific	M365 Education A3 Step Up Original	Monthly Subscriptions-VolumeLicense	0.57
JNQ-00001 ES-SNM	M365EduA3StepUpOrgnl ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Student	5.28	B	1 Month(s)	Non-Specific	M365 Education A3 Step Up Original	Monthly Subscriptions-VolumeLicense	0.53
JNQ-00001 ES-SNM	M365EduA3StepUpOrgnl ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Student	4.8	C	1 Month(s)	Non-Specific	M365 Education A3 Step Up Original	Monthly Subscriptions-VolumeLicense	0.49
JNQ-00001 ES-SNM	M365EduA3StepUpOrgnl ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Student	4.56	D	1 Month(s)	Non-Specific	M365 Education A3 Step Up Original	Monthly Subscriptions-VolumeLicense	0.46
NDX-00001 ES-FNM	M365EduA3StepUpUnfd ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Faculty	8.28	A	1 Month(s)	Non-Specific	M365 Education A3 Step Up Unified	Monthly Subscriptions-VolumeLicense	0.84
NDX-00001 ES-FNM	M365EduA3StepUpUnfd ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Faculty	7.8	B	1 Month(s)	Non-Specific	M365 Education A3 Step Up Unified	Monthly Subscriptions-VolumeLicense	0.79
NDX-00001 ES-FNM	M365EduA3StepUpUnfd ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Faculty	7.2	C	1 Month(s)	Non-Specific	M365 Education A3 Step Up Unified	Monthly Subscriptions-VolumeLicense	0.73
NDX-00001 ES-FNM	M365EduA3StepUpUnfd ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Faculty	6.72	D	1 Month(s)	Non-Specific	M365 Education A3 Step Up Unified	Monthly Subscriptions-VolumeLicense	0.68
NDX-00001 ES-SNM	M365EduA3StepUpUnfd ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Student	5.64	A	1 Month(s)	Non-Specific	M365 Education A3 Step Up Unified	Monthly Subscriptions-VolumeLicense	0.57
NDX-00001 ES-SNM	M365EduA3StepUpUnfd ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Student	5.28	B	1 Month(s)	Non-Specific	M365 Education A3 Step Up Unified	Monthly Subscriptions-VolumeLicense	0.53
NDX-00001 ES-SNM	M365EduA3StepUpUnfd ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Student	4.8	C	1 Month(s)	Non-Specific	M365 Education A3 Step Up Unified	Monthly Subscriptions-VolumeLicense	0.49
NDX-00001 ES-SNM	M365EduA3StepUpUnfd ShrdSvr ALNG SubSVL MVL forECAL PerUsr	Student	4.56	D	1 Month(s)	Non-Specific	M365 Education A3 Step Up Unified	Monthly Subscriptions-VolumeLicense	0.46
1CD-00001 ES-FNM	M365InfoProt&Gvrnace-EDU ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	21.36	A	1 Month(s)	Non-Specific	M365 A5 Info Prot & Governance-EDU	Monthly Subscriptions-VolumeLicense	1.96
1CD-00001 ES-FNM	M365InfoProt&Gvrnace-EDU ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	19.92	B	1 Month(s)	Non-Specific	M365 A5 Info Prot & Governance-EDU	Monthly Subscriptions-VolumeLicense	1.83
1CD-00001 ES-FNM	M365InfoProt&Gvrnace-EDU ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	18.36	C	1 Month(s)	Non-Specific	M365 A5 Info Prot & Governance-EDU	Monthly Subscriptions-VolumeLicense	1.68
1CD-00001 ES-FNM	M365InfoProt&Gvrnace-EDU ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	17.4	D	1 Month(s)	Non-Specific	M365 A5 Info Prot & Governance-EDU	Monthly Subscriptions-VolumeLicense	1.6
1CD-00001 ES-SNM	M365InfoProt&Gvrnace-EDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	17.52	A	1 Month(s)	Non-Specific	M365 A5 Info Prot & Governance-EDU	Monthly Subscriptions-VolumeLicense	1.61
1CD-00001 ES-SNM	M365InfoProt&Gvrnace-EDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	16.44	B	1 Month(s)	Non-Specific	M365 A5 Info Prot & Governance-EDU	Monthly Subscriptions-VolumeLicense	1.51
1CD-00001 ES-SNM	M365InfoProt&Gvrnace-EDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	15.12	C	1 Month(s)	Non-Specific	M365 A5 Info Prot & Governance-EDU	Monthly Subscriptions-VolumeLicense	1.39
1CD-00001 ES-SNM	M365InfoProt&Gvrnace-EDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	14.28	D	1 Month(s)	Non-Specific	M365 A5 Info Prot & Governance-EDU	Monthly Subscriptions-VolumeLicense	1.31
MJ-00001 ES-ANM	MeetingRoomEDU ALNG SubSVL MVL PerDvc	Additional Product	153	Non-Specific	1 Month(s)	Non-Specific	Meeting Room EDU	Monthly Subscriptions-VolumeLicense	15
MJ-00001 ES-SNM	MeetingRoomEDU ALNG SubSVL MVL PerDvc	Student	153	Non-Specific	1 Month(s)	Non-Specific	Meeting Room EDU	Monthly Subscriptions-VolumeLicense	15
2ZA-00002 ES-ANM	MinecraftEdu ALNG SubSVL MVL PerUsr	Additional Product	4.56	Non-Specific	1 Month(s)	Non-Specific	Minecraft Education	Monthly Subscriptions-VolumeLicense	0.42
2ZA-00002 ES-FNM	MinecraftEdu ALNG SubSVL MVL PerUsr	Faculty	12	Non-Specific	1 Month(s)	Non-Specific	Minecraft Education	Monthly Subscriptions-VolumeLicense	1.1
2ZA-00002 ES-SNM	MinecraftEdu ALNG SubSVL MVL PerUsr	Student	4.56	Non-Specific	1 Month(s)	Non-Specific	Minecraft Education	Monthly Subscriptions-VolumeLicense	0.42
2ZA-00001 ES-SNM	MinecraftEdu ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	Non-Specific	1 Month(s)	Non-Specific	Minecraft Education	Monthly Subscriptions-VolumeLicense	0
32M-00001 ES-ANM	MS MyAnalytics EDU ShrdSvr ALNG SubSVL MVL PerUsr	Additional Product	16.32	Non-Specific	1 Month(s)	Non-Specific	MS MyAnalytics EDU	Monthly Subscriptions-VolumeLicense	1.5
32M-00001 ES-SNM	MS MyAnalytics EDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	12.24	Non-Specific	1 Month(s)	Non-Specific	MS MyAnalytics EDU	Monthly Subscriptions-VolumeLicense	1.12
QLU-00002 ES-ANM	MSDefenderATPEDU ShrdSvr ALNG SubSVL MVL PerUsr	Additional Product	27.48	Non-Specific	1 Month(s)	Non-Specific	Microsoft Defender ATP EDU	Monthly Subscriptions-VolumeLicense	2.52
QLU-00002 ES-SNM	MSDefenderATPEDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	27.48	Non-Specific	1 Month(s)	Non-Specific	Microsoft Defender ATP EDU	Monthly Subscriptions-VolumeLicense	2.52
3VU-00043 ES-ANY	MSDNPltfrms ALNG LicSAPK MVL	Additional Product	119.76	Non-Specific	1 Year(s)	Non-Specific	MSDN Platforms	License/Software Assurance Pack	146
54R-00098 ES-ANM	MSImgnAcadmy ALNG SubSVL MVL Srvc	Additional Product	1299.96	Non-Specific	1 Month(s)	Non-Specific	MS Imagine Academy	Monthly Subscriptions-VolumeLicense	132
FWG-00001 ES-ANM	MSKaizalaProEdu ShrdSvr ALNG SubSVL MVL PerUsr	Additional Product	4.32	Non-Specific	1 Month(s)	Non-Specific	MS Kaizala Pro Education	Monthly Subscriptions-VolumeLicense	0.4
FWG-00001 ES-SNM	MSKaizalaProEdu ShrdSvr ALNG SubSVL MVL PerUsr	Student	0	Non-Specific	1 Month(s)	Non-Specific	MS Kaizala Pro Education	Monthly Subscriptions-VolumeLicense	0
EVZ-00002 ES-ANM	MSStreamEDU ShrdSvr ALNG SU MVL StreamEDU PerUsr	Additional Product	4.68	Non-Specific	1 Month(s)	Non-Specific	MS Stream EDU	Step Up	0.43
EVZ-00002 ES-SNM	MSStreamEDU ShrdSvr ALNG SU MVL StreamEDU PerUsr	Student	2.52	Non-Specific	1 Month(s)	Non-Specific	MS Stream EDU	Step Up	0.23
EVZ-00001 ES-ANM	MSStreamEDU ShrdSvr ALNG SubSVL MVL PerUsr	Additional Product	11.52	Non-Specific	1 Month(s)	Non-Specific	MS Stream EDU	Monthly Subscriptions-VolumeLicense	1.06
EVZ-00001 ES-SNM	MSStreamEDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	6.36	Non-Specific	1 Month(s)	Non-Specific	MS Stream EDU	Monthly Subscriptions-VolumeLicense	0.58
NZN-00001 ES-ANM	MSWorkplaceAnalyticsEDU ShrdSvr ALNG SubSVL MVL PerUsr	Additional Product	24	Non-Specific	1 Month(s)	Non-Specific	MS Workplace Analytics EDU	Monthly Subscriptions-VolumeLicense	2.2
JGJ-00001 ES-ANM	O365AdvDiscoveryStrgEDU ShrdSvr ALNG SubSVL MVL PerUsr XtraStrg500GB	Additional Product	218.4	Non-Specific	1 Month(s)	Non-Specific	O365 Adv eDiscovery Storage EDU	Monthly Subscriptions-VolumeLicense	21
JGJ-00001 ES-SNM	O365AdvDiscoveryStrgEDU ShrdSvr ALNG SubSVL MVL PerUsr XtraStrg500GB	Student	218.4	Non-Specific	1 Month(s)	Non-Specific	O365 Adv eDiscovery Storage EDU	Monthly Subscriptions-VolumeLicense	21
W76-00001 ES-ANM	O365AdvThrtPrctPln1EDU ShrdSvr ALNG SubSVL MVL PerUsr	Additional Product	15.24	Non-Specific	1 Month(s)	Non-Specific	O365 Adv Threat Protect Plan 1 EDU	Monthly Subscriptions-VolumeLicense	1.4
W76-00001 ES-SNM	O365AdvThrtPrctPln1EDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	7.68	Non-Specific	1 Month(s)	Non-Specific	O365 Adv Threat Protect Plan 1 EDU	Monthly Subscriptions-VolumeLicense	0.7
W76-00002 ES-SNM	O365AdvThrtPrctPln1EDU ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	Non-Specific	1 Month(s)	Non-Specific	O365 Adv Threat Protect Plan 1 EDU	Monthly Subscriptions-VolumeLicense	0
FTG-00002 ES-ANM	O365AdvThrtPrctPln2EDU ShrdSvr ALNG SU MVL O365AdvThrtPrp1EDU PerUsr	Additional Product	8.76	Non-Specific	1 Month(s)	Non-Specific	O365 Adv Threat Protect Plan 2 EDU	Step Up	0.8
FTG-00002 ES-SNM	O365AdvThrtPrctPln2EDU ShrdSvr ALNG SU MVL O365AdvThrtPrp1EDU PerUsr	Student	8.64	Non-Specific	1 Month(s)	Non-Specific	O365 Adv Threat Protect Plan 2 EDU	Step Up	0.79
FTG-00001 ES-ANM	O365AdvThrtPrctPln2EDU ShrdSvr ALNG SubSVL MVL PerUsr	Additional Product	24	Non-Specific	1 Month(s)	Non-Specific	O365 Adv Threat Protect Plan 2 EDU	Monthly Subscriptions-VolumeLicense	2.2
FTG-00001 ES-SNM	O365AdvThrtPrctPln2EDU ShrdSvr ALNG SubSVL MVL PerUsr	Student	16.32	Non-Specific	1 Month(s)	Non-Specific	O365 Adv Threat Protect Plan 2 EDU	Monthly Subscriptions-VolumeLicense	1.5
M6K-00001 ES-ANM	O365EDUA1 ShrdSvr ALNG SubSVL MVL PerUsr	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A1	Monthly Subscriptions-VolumeLicense	0
M6K-00001 ES-FNM	O365EDUA1 ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	0	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A1	Monthly Subscriptions-VolumeLicense	0
M6K-00001 ES-SNM	O365EDUA1 ShrdSvr ALNG SubSVL MVL PerUsr	Student	0	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A1	Monthly Subscriptions-VolumeLicense	0
HUQ-00003 ES-FNM	O365EDUA3 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Faculty	13.2	A	1 Month(s)	Non-Specific	O365 EDU A3	Step Up	1.21
HUQ-00003 ES-FNM	O365EDUA3 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Faculty	12.36	B	1 Month(s)	Non-Specific	O365 EDU A3	Step Up	1.13
HUQ-00003 ES-FNM	O365EDUA3 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Faculty	11.4	C	1 Month(s)	Non-Specific	O365 EDU A3	Step Up	1.05
HUQ-00003 ES-FNM	O365EDUA3 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Faculty	10.8	D	1 Month(s)	Non-Specific	O365 EDU A3	Step Up	0.99
HUQ-00003 ES-SNM	O365EDUA3 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Student	9.96	A	1 Month(s)	Non-Specific	O365 EDU A3	Step Up	0.91
HUQ-00003 ES-SNM	O365EDUA3 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Student	9.36	B	1 Month(s)	Non-Specific	O365 EDU A3	Step Up	0.86
HUQ-00003 ES-SNM	O365EDUA3 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Student	8.64	C	1 Month(s)	Non-Specific	O365 EDU A3	Step Up	0.79
HUQ-00003 ES-SNM	O365EDUA3 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Student	8.28	D	1 Month(s)	Non-Specific	O365 EDU A3	Step Up	0.76
HUQ-00001 ES-FNM	O365EDUA3 ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	35.4	A	1 Month(s)	Non-Specific	O365 EDU A3	Monthly Subscriptions-VolumeLicense	3.25
HUQ-00001 ES-FNM	O365EDUA3 ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	33.12	B	1 Month(s)	Non-Specific	O365 EDU A3	Monthly Subscriptions-VolumeLicense	3.04
HUQ-00001 ES-FNM	O365EDUA3 ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	30.6	C	1 Month(s)	Non-Specific	O365 EDU A3	Monthly Subscriptions-VolumeLicense	2.81
HUQ-00001 ES-FNM	O365EDUA3 ShrdSvr ALNG SubSVL MVL PerUsr	Faculty	28.8	D	1 Month(s)	Non-Specific	O365 EDU A3	Monthly Subscriptions-VolumeLicense	2.64
HUQ-00001 ES-SNM	O365EDUA3 ShrdSvr ALNG SubSVL MVL PerUsr	Student	27.24	A	1 Month(s)	Non-Specific	O365 EDU A3	Monthly Subscriptions-VolumeLicense	2.5
HUQ-00001 ES-SNM	O365EDUA3 ShrdSvr ALNG SubSVL MVL PerUsr	Student	25.44	B	1 Month(s)	Non-Specific	O365 EDU A3	Monthly Subscriptions-VolumeLicense	2.33
HUQ-00001 ES-SNM	O365EDUA3 ShrdSvr ALNG SubSVL MVL PerUsr	Student	23.52	C	1 Month(s)	Non-Specific	O365 EDU A3	Monthly Subscriptions-VolumeLicense	2.16
HUQ-00001 ES-SNM	O365EDUA3 ShrdSvr ALNG SubSVL MVL PerUsr	Student	22.2	D	1 Month(s)	Non-Specific	O365 EDU A3	Monthly Subscriptions-VolumeLicense	2.04
PFJ-00001 ES-SNM	O365EDUA3SUB ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	A	1 Month(s)	Non-Specific	O365 EDU A3 SUB	Monthly Subscriptions-VolumeLicense	0
PFJ-00001 ES-SNM	O365EDUA3SUB ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	B	1 Month(s)	Non-Specific	O365 EDU A3 SUB	Monthly Subscriptions-VolumeLicense	0
PFJ-00001 ES-SNM	O365EDUA3SUB ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	C	1 Month(s)	Non-Specific	O365 EDU A3 SUB	Monthly Subscriptions-VolumeLicense	0
PFJ-00001 ES-SNM	O365EDUA3SUB ShrdSvr ALNG SubSVL MVL PerUsr STUUseBnft	Student	0	D	1 Month(s)	Non-Specific	O365 EDU A3 SUB	Monthly Subscriptions-VolumeLicense	0
T3P-00007 ES-FNM	O365EDUA5 ShrdSvr ALNG SU MVL O365EduA3 PerUsr	Faculty	51.72	A	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	4.74
T3P-00007 ES-FNM	O365EDUA5 ShrdSvr ALNG SU MVL O365EduA3 PerUsr	Faculty	48.36	B	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	4.43
T3P-00007 ES-FNM	O365EDUA5 ShrdSvr ALNG SU MVL O365EduA3 PerUsr	Faculty	44.76	C	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	4.1
T3P-00007 ES-FNM	O365EDUA5 ShrdSvr ALNG SU MVL O365EduA3 PerUsr	Faculty	42	D	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	3.85
T3P-00007 ES-SNM	O365EDUA5 ShrdSvr ALNG SU MVL O365EduA3 PerUsr	Student	38.16	A	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	3.5
T3P-00007 ES-SNM	O365EDUA5 ShrdSvr ALNG SU MVL O365EduA3 PerUsr	Student	35.76	B	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	3.28

T3P-00007 ES-SNM		O365EDUA5 ShrdSvr ALNG SU MVL O365EduA3 PerUsr	Student	33	C	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	3.03
T3P-00007 ES-SNM		O365EDUA5 ShrdSvr ALNG SU MVL O365EduA3 PerUsr	Student	30.96	D	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	2.84
T3P-00008 ES-FNM		O365EDUA5 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Faculty	64.92	A	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	6
T3P-00008 ES-FNM		O365EDUA5 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Faculty	60.72	B	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	6
T3P-00008 ES-FNM		O365EDUA5 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Faculty	56.16	C	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	6
T3P-00008 ES-FNM		O365EDUA5 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Faculty	52.8	D	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	4.84
T3P-00008 ES-SNM		O365EDUA5 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Student	48.12	A	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	4.41
T3P-00008 ES-SNM		O365EDUA5 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Student	45.12	B	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	4.14
T3P-00008 ES-SNM		O365EDUA5 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Student	41.64	C	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	3.82
T3P-00008 ES-SNM		O365EDUA5 ShrdSvr ALNG SU MVL O365PROPLUSFOREDU PerUsr	Student	39.24	D	1 Month(s)	Non-Specific	O365 EDU A5	Step Up	3.6
T3P-00001 ES-FNM		O365EDUA5 ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	87.12	A	1 Month(s)	Non-Specific	O365 EDU A5	Monthly Subscriptions-VolumeLicense	8
T3P-00001 ES-FNM		O365EDUA5 ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	81.48	B	1 Month(s)	Non-Specific	O365 EDU A5	Monthly Subscriptions-VolumeLicense	8
T3P-00001 ES-FNM		O365EDUA5 ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	75.36	C	1 Month(s)	Non-Specific	O365 EDU A5	Monthly Subscriptions-VolumeLicense	7
T3P-00001 ES-FNM		O365EDUA5 ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	70.8	D	1 Month(s)	Non-Specific	O365 EDU A5	Monthly Subscriptions-VolumeLicense	7
T3P-00001 ES-SNM		O365EDUA5 ShrdSvr ALNG SubsVL MVL PerUsr	Student	65.4	A	1 Month(s)	Non-Specific	O365 EDU A5	Monthly Subscriptions-VolumeLicense	6
T3P-00001 ES-SNM		O365EDUA5 ShrdSvr ALNG SubsVL MVL PerUsr	Student	61.2	B	1 Month(s)	Non-Specific	O365 EDU A5	Monthly Subscriptions-VolumeLicense	6
T3P-00001 ES-SNM		O365EDUA5 ShrdSvr ALNG SubsVL MVL PerUsr	Student	56.52	C	1 Month(s)	Non-Specific	O365 EDU A5	Monthly Subscriptions-VolumeLicense	6
T3P-00001 ES-SNM		O365EDUA5 ShrdSvr ALNG SubsVL MVL PerUsr	Student	53.16	D	1 Month(s)	Non-Specific	O365 EDU A5	Monthly Subscriptions-VolumeLicense	4.87
AHW-00002 ES-FNM		O365EDUA5Addn ShrdSvr ALNG SubsVL AddOn toUsrCore/ECALw/OPP	Faculty	61.2	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A5 CloudAddOn	Monthly Subscriptions-VolumeLicense	6
AHW-00002 ES-SNM		O365EDUA5Addn ShrdSvr ALNG SubsVL AddOn toUsrCore/ECALw/OPP	Student	52.32	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A5 CloudAddOn	Monthly Subscriptions-VolumeLicense	4.8
AHW-00003 ES-FNM		O365EDUA5Addn ShrdSvr ALNG SubsVL MVL AddOn toOPP	Faculty	69.36	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A5 CloudAddOn	Monthly Subscriptions-VolumeLicense	7
AHW-00003 ES-SNM		O365EDUA5Addn ShrdSvr ALNG SubsVL MVL AddOn toOPP	Student	53.64	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A5 CloudAddOn	Monthly Subscriptions-VolumeLicense	4.92
AHW-00001 ES-FNM		O365EDUA5Addn ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL/ECAL	Faculty	78.96	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A5 CloudAddOn	Monthly Subscriptions-VolumeLicense	8
AHW-00001 ES-SNM		O365EDUA5Addn ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL/ECAL	Student	64.08	Non-Specific	1 Month(s)	Non-Specific	O365 EDU A5 CloudAddOn	Monthly Subscriptions-VolumeLicense	6
PFK-00001 ES-SNM		O365EDUA5SUB ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	A	1 Month(s)	Non-Specific	O365 EDU A5 SUB	Monthly Subscriptions-VolumeLicense	0
PFK-00001 ES-SNM		O365EDUA5SUB ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	B	1 Month(s)	Non-Specific	O365 EDU A5 SUB	Monthly Subscriptions-VolumeLicense	0
PFK-00001 ES-SNM		O365EDUA5SUB ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	C	1 Month(s)	Non-Specific	O365 EDU A5 SUB	Monthly Subscriptions-VolumeLicense	0
PFK-00001 ES-SNM		O365EDUA5SUB ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	D	1 Month(s)	Non-Specific	O365 EDU A5 SUB	Monthly Subscriptions-VolumeLicense	0
9IS-00001 ES-ANM		O365ExtraFileStorageEdu ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	2.4	Non-Specific	1 Month(s)	Non-Specific	O365 Extra File Storage forEDU	Monthly Subscriptions-VolumeLicense	0.22
5XS-00003 ES-ANM		O365ProPlusEdu ALNG SubsVL MVL AddOn toOPP	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	0
5XS-00003 ES-SNM		O365ProPlusEdu ALNG SubsVL MVL AddOn toOPP	Student	0	Non-Specific	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	0
5XS-00001 ES-FNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	22.2	A	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	2.25
5XS-00001 ES-FNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	20.76	B	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	2.1
5XS-00001 ES-FNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	19.2	C	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	1.94
5XS-00001 ES-FNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr	Faculty	18	D	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	1.82
5XS-00001 ES-SNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr	Student	17.28	A	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	1.75
5XS-00001 ES-SNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr	Student	16.08	B	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	1.63
5XS-00001 ES-SNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr	Student	14.88	C	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	1.51
5XS-00001 ES-SNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr	Student	13.92	D	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	1.41
5XS-00002 ES-SNM		O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	Non-Specific	1 Month(s)	Non-Specific	O365 ProPlus forEDU	Monthly Subscriptions-VolumeLicense	0
RQL-00001 ES-ANM		O365ProPlusforDvcsEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	O365 Pro Plus for Devices EDU	Monthly Subscriptions-VolumeLicense	0
95T-00091 ES-ANY		OffAdtantCntrlMngmnt ALNG LicSAPk MVL	Additional Product	219.12	Non-Specific	1 Year(s)	Non-Specific	Office Audit and Control Management	License/Software Assurance Pack	267
2FJ-00001 ES-FAY		OfficeProPlusEdu ALNG LicSAPk MVL Pre2017EES	Faculty	22.32	A	1 Year(s)	Non-Specific	Office Pro Plus Education	License/Software Assurance Pack	28
2FJ-00001 ES-FBY		OfficeProPlusEdu ALNG LicSAPk MVL Pre2017EES	Faculty	20.28	B	1 Year(s)	Non-Specific	Office Pro Plus Education	License/Software Assurance Pack	25
2FJ-00001 ES-FCY		OfficeProPlusEdu ALNG LicSAPk MVL Pre2017EES	Faculty	18.84	C	1 Year(s)	Non-Specific	Office Pro Plus Education	License/Software Assurance Pack	23
2FJ-00001 ES-FDY		OfficeProPlusEdu ALNG LicSAPk MVL Pre2017EES	Faculty	17.76	D	1 Year(s)	Non-Specific	Office Pro Plus Education	License/Software Assurance Pack	22
2FJ-00001 ES-SAY		OfficeProPlusEdu ALNG LicSAPk MVL Pre2017EES	Student	14.52	A	1 Year(s)	Non-Specific	Office Pro Plus Education	License/Software Assurance Pack	18
2FJ-00001 ES-SBY		OfficeProPlusEdu ALNG LicSAPk MVL Pre2017EES	Student	13.56	B	1 Year(s)	Non-Specific	Office Pro Plus Education	License/Software Assurance Pack	17
2FJ-00001 ES-SCY		OfficeProPlusEdu ALNG LicSAPk MVL Pre2017EES	Student	12.48	C	1 Year(s)	Non-Specific	Office Pro Plus Education	License/Software Assurance Pack	16
2FJ-00001 ES-SDY		OfficeProPlusEdu ALNG LicSAPk MVL Pre2017EES	Student	11.76	D	1 Year(s)	Non-Specific	Office Pro Plus Education	License/Software Assurance Pack	15
SER-00001 ES-ANM		PappsPAPEdu ShrdSvr ALNG SubsVL MVL	Additional Product	48	Non-Specific	1 Month(s)	Non-Specific	Power Apps per app plan EDU	Monthly Subscriptions-VolumeLicense	4.4
SER-00001 ES-SNM		PappsPAPEdu ShrdSvr ALNG SubsVL MVL	Student	30	Non-Specific	1 Month(s)	Non-Specific	Power Apps per app plan EDU	Monthly Subscriptions-VolumeLicense	2.75
SEX-00001 ES-ANM		PappsPatmtcptyEDU ShrdSvr ALNG SubsVL MVL 10KdailyAPIcalls AddOn	Additional Product	420	Non-Specific	1 Month(s)	Non-Specific	Power Apps Power Automate cpty EDU	Monthly Subscriptions-VolumeLicense	39
SEK-00001 ES-ANM		PappsplanEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	192	Non-Specific	1 Month(s)	Non-Specific	Power Apps plan EDU	Monthly Subscriptions-VolumeLicense	18
SEK-00001 ES-SNM		PappsplanEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	120	Non-Specific	1 Month(s)	Non-Specific	Power Apps plan EDU	Monthly Subscriptions-VolumeLicense	11
SDX-00001 ES-ANM		PappsPtLgnCptyEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	1680	Non-Specific	1 Month(s)	Non-Specific	Power Apps Portal login capacity EDU	Monthly Subscriptions-VolumeLicense	154
DV6-00001 ES-ANM		ParatureAddlFileStrgEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Parature Addl File Storage EDU	Monthly Subscriptions-VolumeLicense	0
DV4-00001 ES-ANM		ParatureAddtDepartmentsEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Parature Additional Departments EDU	Monthly Subscriptions-VolumeLicense	0
DV7-00001 ES-ANM		ParatureAddtPageVwsEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Parature Additional Page Views EDU	Monthly Subscriptions-VolumeLicense	0
DV5-00001 ES-ANM		ParatureAddtRcrdsEDU ShrdSvr ALNG SubsVL MVL AddOn	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Parature Additional Records EDU	Monthly Subscriptions-VolumeLicense	0
DV9-00001 ES-ANM		ParatureEnhncdSpprtEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	60	Non-Specific	1 Month(s)	Non-Specific	Parature Enhanced Support EDU	Monthly Subscriptions-VolumeLicense	6
DV9-00001 ES-SNM		ParatureEnhncdSpprtEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	60	Non-Specific	1 Month(s)	Non-Specific	Parature Enhanced Support EDU	Monthly Subscriptions-VolumeLicense	6
DV3-00001 ES-SNM		ParatureEntEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Parature Enterprise EDU	Monthly Subscriptions-VolumeLicense	0
DV3-00001 ES-SNM		ParatureEntEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	0	Non-Specific	1 Month(s)	Non-Specific	Parature Enterprise EDU	Monthly Subscriptions-VolumeLicense	0
DW3-00002 ES-ANM		ParatureProDirectSpprtEDU ShrdSvr ALNG SU MVL PerUsr	Additional Product	48	Non-Specific	1 Month(s)	Non-Specific	Parature Pro Direct Support EDU	Step Up	4.4
DW3-00002 ES-SNM		ParatureProDirectSpprtEDU ShrdSvr ALNG SU MVL PerUsr	Student	48	Non-Specific	1 Month(s)	Non-Specific	Parature Pro Direct Support EDU	Step Up	4.4
DW3-00001 ES-ANM		ParatureProDirectSpprtEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	108	Non-Specific	1 Month(s)	Non-Specific	Parature Pro Direct Support EDU	Monthly Subscriptions-VolumeLicense	10
DW3-00001 ES-SNM		ParatureProDirectSpprtEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	108	Non-Specific	1 Month(s)	Non-Specific	Parature Pro Direct Support EDU	Monthly Subscriptions-VolumeLicense	10
SFK-00001 ES-ANM		PatmtBPplanEDU ShrdSvr ALNG SubsVL MVL Min5Licenses	Additional Product	480	Non-Specific	1 Month(s)	Non-Specific	Power Automate bizprocesspin EDU	Monthly Subscriptions-VolumeLicense	44
SFQ-00001 ES-ANM		PatmtPlanEDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	72	Non-Specific	1 Month(s)	Non-Specific	Power Automate plan EDU	Monthly Subscriptions-VolumeLicense	7
SFQ-00001 ES-SNM		PatmtPlanEDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	45	Non-Specific	1 Month(s)	Non-Specific	Power Automate plan EDU	Monthly Subscriptions-VolumeLicense	4.13
LK7-00001 ES-ANM		Phone Sys EDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	32.64	Non-Specific	1 Month(s)	Non-Specific	Phone System EDU	Monthly Subscriptions-VolumeLicense	2.99
LK7-00001 ES-SNM		Phone Sys EDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	24.48	Non-Specific	1 Month(s)	Non-Specific	Phone System EDU	Monthly Subscriptions-VolumeLicense	2.24
SE6-00001 ES-ANM		PowerAppsPrtlPgwwCptyEDU ALNG SubsVL MVL 100Kexternalpageviews AddOn	Additional Product	840	Non-Specific	1 Month(s)	Non-Specific	Power Apps Portal pgview cpty EDU	Monthly Subscriptions-VolumeLicense	77
RYU-00001 ES-ANM		PowerVirtualAgentEDU ShrdSvr ALNG SubsVL MVL 2kSessions	Additional Product	4800	Non-Specific	1 Month(s)	Non-Specific	Power Virtual Agent EDU	Monthly Subscriptions-VolumeLicense	440
SYT-00001 ES-ANM		PowerVirtualAgentUSLEdu ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	0	Non-Specific	1 Month(s)	Non-Specific	Power Virtual Agent USL EDU	Monthly Subscriptions-VolumeLicense	0
H30-00237 ES-ANY		PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	Additional Product	52.8	Non-Specific	1 Year(s)	Non-Specific	Project Professional	License/Software Assurance Pack	65
H30-00237 ES-FNY		PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	Faculty	5.28	Non-Specific	1 Year(s)	Non-Specific	Project Professional	License/Software Assurance Pack	7
H30-00237 ES-SNY		PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	Student	3.36	Non-Specific	1 Year(s)	Non-Specific	Project Professional	License/Software Assurance Pack	4.08
H22-00479 ES-ANY		PrjctSvr ALNG LicSAPk MVL	Additional Product	37.68	Non-Specific	1 Year(s)	Non-Specific	Project Server	License/Software Assurance Pack	46
H21-00419 ES-ANY		PrjctSvrCAL ALNG LicSAPk MVL DvcCAL	Additional Product	13.68	Non-Specific	1 Year(s)	Non-Specific	Project Server CAL	License/Software Assurance Pack	17
7MA-00002 ES-ANM		ProjectPlan3EDU ShrdSvr ALNG SU MVL PrjctProfForO365ForEDU PerUsr	Additional Product	37.2	Non-Specific	1 Month(s)	Non-Specific	Project Plan 3 EDU	Step Up	3.41
7MA-00002 ES-SNM		ProjectPlan3EDU ShrdSvr ALNG SU MVL PrjctProfForO365ForEDU PerUsr	Student	33.96	Non-Specific	1 Month(s)	Non-Specific	Project Plan 3 EDU	Step Up	3.11
7MA-00003 ES-ANM		ProjectPlan3EDU ShrdSvr ALNG SU MVL ProjOnlnEssntlsforEDU PerUsr	Additional Product	61.2	Non-Specific	1 Month(s)	Non-Specific	Project Plan 3 EDU	Step Up	6
7MA-00003 ES-SNM		ProjectPlan3EDU ShrdSvr ALNG SU MVL ProjOnlnEssntlsforEDU PerUsr	Student	45.96	Non-Specific	1 Month(s)	Non-Specific	Project Plan 3 EDU	Step Up	4.21
7MA-00001 ES-ANM		ProjectPlan3EDU ShrdSvr ALNG SubsVL MVL PerUsr	Additional Product	61.2	Non-Specific	1 Month(s)	Non-Specific	Project Plan 3 EDU	Monthly Subscriptions-VolumeLicense	6
7MA-00001 ES-SNM		ProjectPlan3EDU ShrdSvr ALNG SubsVL MVL PerUsr	Student	45.96	Non-Specific	1 Month(s)	Non-Specific	Project Plan 3 EDU	Monthly Subscriptions-VolumeLicense	4.21
7TR-00002 ES-ANM		ProjectPlan5EDU ShrdSvr ALNG SU MVL PrjctOnlnForEDU PerUsr	Additional Product	112.2	Non-Specific	1 Month(s)	Non-Specific	Project Plan 5 EDU	Step Up	11
7TR-00002 ES-SNM		ProjectPlan5EDU ShrdSvr ALNG SU MVL PrjctOnlnForEDU PerUsr	Student	86.76	Non-Specific	1 Month(s)	Non-Specific	Project Plan 5 EDU	Step Up	8
7TR-00003 ES-ANM		ProjectPlan5EDU ShrdSvr ALNG SU MVL ProjOnlnProfForEDU PerUsr	Additional Product	51	Non-Specific	1 Month(s)	Non-Specific	Project Plan 5 EDU	Step Up	4.68
7TR-00003 ES-SNM		ProjectPlan5EDU ShrdSvr ALNG SU MVL ProjOnlnProfForEDU PerUsr	Student	40.8	Non-Specific	1 Month(s)	Non-Specific	Project Plan 5 EDU	Step Up	3.74

MX3-00119 ES-ANY	VSEntSubMSDN ALNG SASU MVL VSTstProwMSDN	Additional Product	220.8	Non-Specific	1 Year(s)	Non-Specific	Visual Studio Enterprise Sub MSDN	SA Step Up	269
77D-00110 ES-ANY	VSPProSubMSDN ALNG LicSAPk MVL	Additional Product	53.04	Non-Specific	1 Year(s)	Non-Specific	Visual Studio Pro Sub MSDN	License/Software Assurance Pack	65
L5D-00161 ES-ANY	VSTstProSubMSDN ALNG LicSAPk MVL	Additional Product	91.56	Non-Specific	1 Year(s)	Non-Specific	Visual Studio Test Pro Sub MSDN	License/Software Assurance Pack	112
AAD-50078 ES-ANM	Win7 ESU 2020 Alng Per Device	Additional Product	10	Non-Specific	1 Year(s)	Non-Specific	Windows 7 ESU 2020	Extended Coverage	13
AAD-50079 ES-ANM	Win7 ESU 2021 Alng Per Device	Additional Product	20	Non-Specific	1 Year(s)	Non-Specific	Windows 7 ESU 2021	Extended Coverage	25
AAA-72987 ES-FNM	WinEDUA3 ALNG SubsVL MVL PerUsr	Faculty	21.12	A	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	2.21
AAA-72987 ES-FNM	WinEDUA3 ALNG SubsVL MVL PerUsr	Faculty	20.16	B	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	2.11
AAA-72987 ES-FNM	WinEDUA3 ALNG SubsVL MVL PerUsr	Faculty	19.08	C	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	2
AAA-72987 ES-FNM	WinEDUA3 ALNG SubsVL MVL PerUsr	Faculty	18.24	D	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	1.91
AAA-72987 ES-SNM	WinEDUA3 ALNG SubsVL MVL PerUsr	Student	15.36	A	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	1.62
AAA-72987 ES-SNM	WinEDUA3 ALNG SubsVL MVL PerUsr	Student	14.64	B	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	1.55
AAA-72987 ES-SNM	WinEDUA3 ALNG SubsVL MVL PerUsr	Student	13.92	C	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	1.47
AAA-72987 ES-SNM	WinEDUA3 ALNG SubsVL MVL PerUsr	Student	13.32	D	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	1.41
AAA-73001 ES-SNM	WinEDUA3 ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	A	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	0
AAA-73001 ES-SNM	WinEDUA3 ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	B	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	0
AAA-73001 ES-SNM	WinEDUA3 ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	C	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	0
AAA-73001 ES-SNM	WinEDUA3 ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	D	1 Month(s)	Non-Specific	WIN EDU A3	Monthly Subscriptions-VolumeLicense	0
AAA-72988 ES-FNM	WinEDUA5 ALNG SubsVL MVL PerUsr	Faculty	48.6	A	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	4.69
AAA-72988 ES-FNM	WinEDUA5 ALNG SubsVL MVL PerUsr	Faculty	47.64	B	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	4.6
AAA-72988 ES-FNM	WinEDUA5 ALNG SubsVL MVL PerUsr	Faculty	46.56	C	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	4.49
AAA-72988 ES-FNM	WinEDUA5 ALNG SubsVL MVL PerUsr	Faculty	45.72	D	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	4.41
AAA-72988 ES-SNM	WinEDUA5 ALNG SubsVL MVL PerUsr	Student	48.48	A	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	4.68
AAA-72988 ES-SNM	WinEDUA5 ALNG SubsVL MVL PerUsr	Student	47.76	B	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	4.61
AAA-72988 ES-SNM	WinEDUA5 ALNG SubsVL MVL PerUsr	Student	46.56	C	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	4.49
AAA-72988 ES-SNM	WinEDUA5 ALNG SubsVL MVL PerUsr	Student	45.72	D	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	4.41
AAA-72990 ES-SNM	WinEDUA5 ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	A	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	0
AAA-72990 ES-SNM	WinEDUA5 ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	B	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	0
AAA-72990 ES-SNM	WinEDUA5 ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	C	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	0
AAA-72990 ES-SNM	WinEDUA5 ALNG SubsVL MVL PerUsr STUUseBnft	Student	0	D	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	0
AAA-72989 ES-FNM	WinEDUA5 Step-up From WinEduE3 ALNG SubsVL MVL PerUsr	Faculty	27.48	A	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	2.65
AAA-72989 ES-FNM	WinEDUA5 Step-up From WinEduE3 ALNG SubsVL MVL PerUsr	Faculty	27.48	B	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	2.65
AAA-72989 ES-FNM	WinEDUA5 Step-up From WinEduE3 ALNG SubsVL MVL PerUsr	Faculty	27.48	C	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	2.65
AAA-72989 ES-FNM	WinEDUA5 Step-up From WinEduE3 ALNG SubsVL MVL PerUsr	Faculty	27.48	D	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	2.65
AAA-72989 ES-SNM	WinEDUA5 Step-up From WinEduE3 ALNG SubsVL MVL PerUsr	Student	33.12	A	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	3.2
AAA-72989 ES-SNM	WinEDUA5 Step-up From WinEduE3 ALNG SubsVL MVL PerUsr	Student	33.12	B	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	3.2
AAA-72989 ES-SNM	WinEDUA5 Step-up From WinEduE3 ALNG SubsVL MVL PerUsr	Student	32.64	C	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	3.15
AAA-72989 ES-SNM	WinEDUA5 Step-up From WinEduE3 ALNG SubsVL MVL PerUsr	Student	32.4	D	1 Month(s)	Non-Specific	WIN EDU A5	Monthly Subscriptions-VolumeLicense	3.13
KW5-00358 ES-FAY	WINEDUperDVC ALNG UpgrdsAPk MVL	Faculty	16.56	A	1 Year(s)	Non-Specific	WIN EDU per DVC	Upgrade/Software Assurance Pack	21
KW5-00358 ES-FBY	WINEDUperDVC ALNG UpgrdsAPk MVL	Faculty	15.6	B	1 Year(s)	Non-Specific	WIN EDU per DVC	Upgrade/Software Assurance Pack	19
KW5-00358 ES-FCY	WINEDUperDVC ALNG UpgrdsAPk MVL	Faculty	14.52	C	1 Year(s)	Non-Specific	WIN EDU per DVC	Upgrade/Software Assurance Pack	18
KW5-00358 ES-FDY	WINEDUperDVC ALNG UpgrdsAPk MVL	Faculty	13.68	D	1 Year(s)	Non-Specific	WIN EDU per DVC	Upgrade/Software Assurance Pack	17
KW5-00358 ES-SAY	WINEDUperDVC ALNG UpgrdsAPk MVL	Student	10.8	A	1 Year(s)	Non-Specific	WIN EDU per DVC	Upgrade/Software Assurance Pack	14
KW5-00358 ES-SBY	WINEDUperDVC ALNG UpgrdsAPk MVL	Student	10.08	B	1 Year(s)	Non-Specific	WIN EDU per DVC	Upgrade/Software Assurance Pack	13
KW5-00358 ES-SCY	WINEDUperDVC ALNG UpgrdsAPk MVL	Student	9.36	C	1 Year(s)	Non-Specific	WIN EDU per DVC	Upgrade/Software Assurance Pack	12
KW5-00358 ES-SDY	WINEDUperDVC ALNG UpgrdsAPk MVL	Student	8.76	D	1 Year(s)	Non-Specific	WIN EDU per DVC	Upgrade/Software Assurance Pack	11
V7J-00430 ES-ANY	WinMultiPointSvrPrem ALNG LicSAPk MVL	Additional Product	35.16	Non-Specific	1 Year(s)	Non-Specific	Windows MultiPoint Server Premium	License/Software Assurance Pack	43
T98-00796 ES-FNY	WinRightsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL	Faculty	3	Non-Specific	1 Year(s)	Non-Specific	Windows Rights Mgmt Services CAL	License/Software Assurance Pack	3.65
T98-00796 ES-SNY	WinRightsMgmtSrvcsCAL WinNT ALNG LicSAPk MVL DvcCAL	Student	1.92	Non-Specific	1 Year(s)	Non-Specific	Windows Rights Mgmt Services CAL	License/Software Assurance Pack	2.33
T99-00367 ES-ANY	WinRightsMgmtSrvcsExtConn WinNT ALNG LicSAPk MVL	Additional Product	1474.08	Non-Specific	1 Year(s)	Non-Specific	Windows Rights Mgmt Svcs ExtnConn	License/Software Assurance Pack	1792
6VC-01251 ES-ANY	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	Additional Product	8.16	Non-Specific	1 Year(s)	Non-Specific	Win Rmt Dsktp Svcs CAL	License/Software Assurance Pack	10
6VC-01251 ES-FNY	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	Faculty	5.76	Non-Specific	1 Year(s)	Non-Specific	Win Rmt Dsktp Svcs CAL	License/Software Assurance Pack	7
6VC-01251 ES-SNY	WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	Student	3.48	Non-Specific	1 Year(s)	Non-Specific	Win Rmt Dsktp Svcs CAL	License/Software Assurance Pack	4.23
6XC-00298 ES-ANY	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL	Additional Product	823.32	Non-Specific	1 Year(s)	Non-Specific	Win Rmt Dsktp Svcs Ext Conn	License/Software Assurance Pack	1001
AAD-98820 ES-ANM	WinSvr DCCOREES Alng 16 Year2 per Core	Additional Product	853.57	Non-Specific	1 Year(s)	Non-Specific	Windows Server DC CORE Ext Security	Extended Coverage	1038
AAD-98566 ES-ANM	WinSvr DCCOREES Alng 2 Year2 per Core	Additional Product	106.72	Non-Specific	1 Year(s)	Non-Specific	Windows Server DC CORE Ext Security	Extended Coverage	130
R18-00095 ES-FNY	WinSvrCAL ALNG LicSAPk MVL DvcCAL	Faculty	2.28	Non-Specific	1 Year(s)	Non-Specific	Windows Server CAL	License/Software Assurance Pack	2.77
R18-00095 ES-SNY	WinSvrCAL ALNG LicSAPk MVL DvcCAL	Student	0.24	Non-Specific	1 Year(s)	Non-Specific	Windows Server CAL	License/Software Assurance Pack	0.29
P71-07281 ES-ANY	WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	Additional Product	214.2	Non-Specific	1 Year(s)	Non-Specific	Windows Server Datacenter	SA Step Up	261
9EA-00271 ES-ANY	WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic	Additional Product	298.68	Non-Specific	1 Year(s)	Non-Specific	Windows Server DC Core	License/Software Assurance Pack	363
9EA-00039 ES-ANY	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	Additional Product	37.32	Non-Specific	1 Year(s)	Non-Specific	Windows Server DC Core	License/Software Assurance Pack	46
9EA-00274 ES-ANY	WinSvrDCCore ALNG SASU MVL 16Lic WinSvrStdCore CoreLic	Additional Product	255.96	Non-Specific	1 Year(s)	Non-Specific	Windows Server DC Core	SA Step Up	312
9EA-00279 ES-ANY	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic	Additional Product	31.92	Non-Specific	1 Year(s)	Non-Specific	Windows Server DC Core	SA Step Up	39
G3S-00530 ES-ANY	WinSvrEsstnts ALNG LicSAPk MVL	Additional Product	40.44	Non-Specific	1 Year(s)	Non-Specific	Windows Server Essentials	License/Software Assurance Pack	50
R39-00374 ES-ANY	WinSvrExtConn ALNG LicSAPk MVL	Additional Product	163.32	Non-Specific	1 Year(s)	Non-Specific	Windows Svr ExtnConn	License/Software Assurance Pack	199
9EM-00265 ES-ANY	WinSvrSTDCore ALNG LicSAPk MVL 16Lic CoreLic	Additional Product	42.72	Non-Specific	1 Year(s)	Non-Specific	Windows Server STD CORE	License/Software Assurance Pack	52
9EM-00562 ES-ANY	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	Additional Product	5.4	Non-Specific	1 Year(s)	Non-Specific	Windows Server STD CORE	License/Software Assurance Pack	7
AAD-98567 ES-ANM	WinSvrSTDCOREES Alng 16 Year2 per Core	Additional Product	134.75	Non-Specific	1 Year(s)	Non-Specific	Windows Server STDCORE Ext Security	Extended Coverage	164
AAD-98565 ES-ANM	WinSvrSTDCOREES Alng 2 Year2 per Core	Additional Product	17.07	Non-Specific	1 Year(s)	Non-Specific	Windows Server STDCORE Ext Security	Extended Coverage	21
AAA-43267 ES-ANM	WinVDAE3perUSRStPfmWinVDA Alng MonthlySub Addon	Additional Product	5.88	Non-Specific	1 Month(s)	Non-Specific	WIN VDA E3 Step-up from WIN VDA	Monthly Subscriptions-VolumeLicense	0.6
4ZF-00019 ES-ANM	WINVDAPerDvc ALNG SubsVL MVL PerDvc	Additional Product	30.84	Non-Specific	1 Month(s)	Non-Specific	WIN VDA Per Device	Monthly Subscriptions-VolumeLicense	3.12

Price List	License Agreement	Program	Product Family	Product Type	Part Number	Product Description	LSP Partner Price (USD)	Customer Reference Price or ERP (USD)	Pricing Unit	Microsoft Discount to LSP	Softchoice Discount to Oklahoma
SERVERS											
United States Direct To Reseller	Corporate	Select Plus	BizTalk Server Branch	Standard	HJA-01188 PL-D	BztlkSvrBrnch 2020 SNGL MVL 2Lic CoreLic	816.48	993	Each	17.78%	16.25%
United States Direct To Reseller	Corporate	Select Plus	BizTalk Server Enterprise	Standard	F52-02769 PL-D	BztlkSvrEnt 2020 SNGL MVL 2Lic CoreLic	14285.04	17358	Each	17.70%	16.25%
United States Direct To Reseller	Corporate	Select Plus	BizTalk Server Standard	Standard	D75-02472 PL-D	BztlkSvrStd 2020 SNGL MVL 2Lic CoreLic	3275.04	3980	Each	17.71%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Exchange Server - Enterprise	Standard	395-04617 PL-D	ExchgSvrEnt 2019 SNGL MVL	2878.44	3498	Each	17.71%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Exchange Server - Standard	Standard	312-04418 PL-D	ExchgSvrStd 2019 SNGL MVL	503.16	612	Each	17.78%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Project Server	Standard	H22-02802 PL-D	PrjctSvr 2019 SNGL MVL	4025.76	4892	Each	17.71%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SfB Server	Standard	5HU-00423 PL-D	SfBSvr 2019 SNGL MVL	2591.04	3149	Each	17.72%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SharePoint Server	Standard	76P-02045 PL-D	SharePointSvr 2019 SNGL MVL	4830.6	5870	Each	17.71%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SQL Svr Enterprise Core	Standard	7JQ-01631 PL-D	SQLSvrEntCore 2019 SNGL MVL 2Lic CoreLic	8880.84	10791	Each	17.70%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SQL Server Standard Edition	Standard	228-11492 PL-D	SQLSvrStd 2019 SNGL MVL	580.08	705	Each	17.72%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SQL Svr Standard Core	Standard	7NQ-01588 PL-D	SQLSvrStdCore 2019 SNGL MVL 2Lic CoreLic	2316	2815	Each	17.73%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Windows Server DC Core	Standard	9EA-01072 PL-D	WinSvrDCCore 2019 SNGL MVL 16Lic CoreLic	3976.68	4832	Each	17.70%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Windows Server DC Core	Standard	9EA-01073 PL-D	WinSvrDCCore 2019 SNGL MVL 2Lic CoreLic	497.4	605	Each	17.79%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Windows Svr ExtnConn	Standard	R39-01241 PL-D	WinSvrExtConn 2019 SNGL MVL	1304.16	1585	Each	17.72%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Windows Server STD CORE	Standard	9EM-00680 PL-D	WinSvrSTDCore 2019 SNGL MVL 16Lic CoreLic	627.84	763	Each	17.71%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Windows Server STD CORE	Standard	9EM-00681 PL-D	WinSvrSTDCore 2019 SNGL MVL 2Lic CoreLic	79.44	97	Each	18.10%	16.25%
PRODUCTIVITY											
United States Direct To Reseller	Corporate	Select Plus	Exchange Enterprise CAL	Standard	PGI-00904 PL-D	ExchgEntCAL 2019 SNGL MVL DvcCAL woSrvcs	29.76	37	Each	19.57%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Exchange Enterprise CAL	Standard	PGI-00905 PL-D	ExchgEntCAL 2019 SNGL MVL UsrCAL woSrvcs	38.16	47	Each	18.81%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Exchange Standard CAL	Standard	381-04517 PL-D	ExchgStdCAL 2019 SNGL MVL DvcCAL	48.48	59	Each	17.83%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Exchange Standard CAL	Standard	381-04518 PL-D	ExchgStdCAL 2019 SNGL MVL UsrCAL	62.64	77	Each	18.65%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SharePoint Enterprise CAL	Standard	76N-03879 PL-D	SharePointEntCAL 2019 SNGL MVL DvcCAL	58.8	72	Each	18.33%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SharePoint Enterprise CAL	Standard	76N-03880 PL-D	SharePointEntCAL 2019 SNGL MVL UsrCAL	76.92	94	Each	18.17%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SharePoint Standard CAL	Standard	76M-01716 PL-D	SharePointStdCAL 2019 SNGL MVL DvcCAL	67.8	83	Each	18.31%	16.25%
United States Direct To Reseller	Corporate	Select Plus	SharePoint Standard CAL	Standard	76M-01717 PL-D	SharePointStdCAL 2019 SNGL MVL UsrCAL	87.24	106	Each	17.70%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Skype for Business	Standard	6YH-01196 PL-D	SkypeforBsness 2019 SNGL MVL	21.96	27	Each	18.67%	16.25%
OFFICE SUITE											
United States Direct To Reseller	Corporate	Select Plus	Excel	Standard	065-08694 PL-D	Excel 2019 Sngl MVL	103.2	109	Each	5.32%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Excel Mac	Standard	D46-01111 PL-D	ExcelMac 2019 SNGL MVL	103.2	109	Each	5.32%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Office Mac Standard	Standard	3YF-00666 PL-D	OfficeMacStd 2019 SNGL MVL	264.84	322	Each	17.75%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Office Multi Language Pack	Standard	79H-00467 PL-D	OfficeMultiLangPk 2013 SNGL MVL	60.84	74	Each	17.78%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Office Professional Plus	Standard	79P-05746 PL-D	OfficeProPlus 2019 SNGL MVL	361.08	439	Each	17.75%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Office Professional Plus	Work At Home	WE DO NOT SET U	OfficeProPlus SNGL WAH MVL	171.12	208	Each	17.73%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Office Standard	Standard	021-10626 PL-D	OfficeStd 2019 SNGL MVL	264.84	322	Each	17.75%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Office Standard	Work At Home	WE DO NOT SET U	OfficeStd SNGL WAH MVL	116.64	142	Each	17.86%	16.25%
United States Direct To Reseller	Corporate	Select Plus	PowerPoint	Standard	079-06765 PL-D	PwrPoint 2019 SNGL MVL	103.2	109	Each	5.32%	16.25%
United States Direct To Reseller	Corporate	Select Plus	PowerPoint Mac	Standard	D47-00930 PL-D	PwrPointMac 2019 SNGL MVL	103.2	109	Each	5.32%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Word	Standard	059-09198 PL-D	Word 2019 Sngl MVL	103.2	109	Each	5.32%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Word Mac	Standard	D48-01271 PL-D	WordMac 2019 SNGL MVL	103.2	109	Each	5.32%	16.25%
SYSTEMS											
United States Direct To Reseller	Corporate	Select Plus	WIN E3	Monthly Subscriptions-VolumeLicense	AAA-10786 PL-DM	WinE3 SNGL SubsVL MVL PerUsr	5.22	7	1 Month(s)	25.43%	16.25%
United States Direct To Reseller	Corporate	Select Plus	WIN E3 Add-on to WIN ENT per DVC	Monthly Subscriptions-VolumeLicense	AAA-10743 PL-DM	WinE3AddOntoWinEntperDVC SNGL SubsVL MVL	1.11	1.35	1 Month(s)	17.78%	16.25%
United States Direct To Reseller	Corporate	Select Plus	WIN E3 From SA	Monthly Subscriptions-VolumeLicense	AAA-10765 PL-DM	WinE3FromSA SNGL SubsVL MVL PerUsr	4.61	6	1 Month(s)	23.17%	16.25%
United States Direct To Reseller	Corporate	Select Plus	WIN ENT LTSC	Upgrade	KW4-00207 PL-D	WINENTLTSC 2019 SNGL Upgrd MVL	189.96	231	Each	17.77%	16.25%
United States Direct To Reseller	Corporate	Select Plus	Win Pro	Upgrade	FQC-09551 PL-D	WinPro 10 SNGL Upgrd MVL	120.72	147	Each	17.88%	16.25%

Price List	License Agreement	Program	Product Family	Product Type	Part Number	Product Description	LSP Partner Price (USD)	Customer Reference Price or ERP (USD)	Pricing Unit	Microsoft Discount to LSP	Softchoice Discount to Oklahoma
SERVERS											
United States Direct To Reseller	Academic	Select Plus	BizTalk Server Branch	Standard	HJA-01190 PL-Z	BztlkSvrBrnch 2020 ALNG MVL 2Lic CoreLic	233.64	284	Each	17.73%	16.25%
United States Direct To Reseller	Academic	Select Plus	BizTalk Server Enterprise	Standard	F52-02771 PL-Z	BztlkSvrEnt 2020 ALNG MVL 2Lic CoreLic	4088.16	4968	Each	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	BizTalk Server Standard	Standard	D75-02474 PL-Z	BztlkSvrStd 2020 ALNG MVL 2Lic CoreLic	937.32	1139	Each	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	Exchange Server - Enterprise	Standard	395-04618 PL-Z	ExchgSvrEnt 2019 ALNG MVL	823.8	1001	Each	17.70%	16.25%
United States Direct To Reseller	Academic	Select Plus	Exchange Server - Standard	Standard	312-04419 PL-Z	ExchgSvrStd 2019 ALNG MVL	144	175	Each	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	Project Server	Standard	H22-02803 PL-Z	PrjctSvr 2019 ALNG MVL	1152.12	1400	Each	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	SfB Server	Standard	5HU-00424 PL-Z	SfBSvr 2019 ALNG MVL	741.48	901	Each	17.70%	16.25%
United States Direct To Reseller	Academic	Select Plus	SharePoint Server	Standard	76P-02046 PL-Z	SharePointSvr 2019 ALNG MVL	1382.4	1680	Each	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	SQL Svr Enterprise Core	Standard	7IQ-01633 PL-Z	SQLSvrEntCore 2019 ALNG MVL 2Lic CoreLic	2541.48	3089	Each	17.72%	16.25%
United States Direct To Reseller	Academic	Select Plus	SQL Server Standard Edition	Standard	228-11493 PL-Z	SQLSvrStd 2019 ALNG MVL	165.96	202	Each	17.84%	16.25%
United States Direct To Reseller	Academic	Select Plus	SQL Svr Standard Core	Standard	7NQ-01590 PL-Z	SQLSvrStdCore 2019 ALNG MVL 2Lic CoreLic	662.76	806	Each	17.77%	16.25%
United States Direct To Reseller	Academic	Select Plus	Windows MultiPoint Server Premium	Standard	V7J-01082 PL-Z	WinMultiPointSvrPrem 2016 ALNG MVL	80.52	98	Each	17.84%	16.25%
United States Direct To Reseller	Academic	Select Plus	Windows Server DC Core	Standard	9EA-01074 PL-Z	WinSvrDCCore 2019 ALNG MVL 16Lic CoreLic	1138.08	1383	Each	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	Windows Server DC Core	Standard	9EA-01075 PL-Z	WinSvrDCCore 2019 ALNG MVL 2Lic CoreLic	142.32	173	Each	17.73%	16.25%
United States Direct To Reseller	Academic	Select Plus	Windows Svr ExtnConn	Standard	R39-01242 PL-Z	WinSvrExtConn 2019 ALNG MVL	373.2	454	Each	17.80%	16.25%
United States Direct To Reseller	Academic	Select Plus	Windows Server STD CORE	Standard	9EM-00682 PL-Z	WinSvrSTDCore 2019 ALNG MVL 16Lic CoreLic	179.64	219	Each	17.97%	16.25%
United States Direct To Reseller	Academic	Select Plus	Windows Server STD CORE	Standard	9EM-00683 PL-Z	WinSvrSTDCore 2019 ALNG MVL 2Lic CoreLic	22.68	28	Each	19.00%	16.25%
PRODUCTIVITY											
United States Direct To Reseller	Academic	Select Plus	Exchange Enterprise CAL	Standard	PGI-00906 PL-Z	ExchgEntCAL 2019 ALNG MVL DvcCAL woSrvcs	8.52	11	Each	22.55%	16.25%
United States Direct To Reseller	Academic	Select Plus	Exchange Enterprise CAL	Standard	PGI-00907 PL-Z	ExchgEntCAL 2019 ALNG MVL UsrCAL woSrvcs	8.52	11	Each	22.55%	16.25%
United States Direct To Reseller	Academic	Select Plus	Exchange Standard CAL	Standard	381-04519 PL-Z	ExchgStdCAL 2019 ALNG MVL DvcCAL	2.76	3.35	Each	17.61%	16.25%
United States Direct To Reseller	Academic	Select Plus	Exchange Standard CAL	Standard	381-04467 PL-Z	ExchgStdCAL 2019 ALNG MVL Stdnt DvcCAL	1.32	1.6	Each	17.50%	16.25%
United States Direct To Reseller	Academic	Select Plus	Exchange Standard CAL	Standard	381-04468 PL-Z	ExchgStdCAL 2019 ALNG MVL Stdnt UsrCAL	1.32	1.6	Each	17.50%	16.25%
United States Direct To Reseller	Academic	Select Plus	Exchange Standard CAL	Standard	381-04520 PL-Z	ExchgStdCAL 2019 ALNG MVL UsrCAL	2.76	3.35	Each	17.61%	16.25%
United States Direct To Reseller	Academic	Select Plus	SharePoint Enterprise CAL	Standard	76N-03881 PL-Z	SharePointEntCAL 2019 ALNG MVL DvcCAL	16.8	21	Each	20.00%	16.25%
United States Direct To Reseller	Academic	Select Plus	SharePoint Enterprise CAL	Standard	76N-03882 PL-Z	SharePointEntCAL 2019 ALNG MVL UsrCAL	16.8	21	Each	20.00%	16.25%
United States Direct To Reseller	Academic	Select Plus	SharePoint Standard CAL	Standard	76M-01718 PL-Z	SharePointStdCAL 2019 ALNG MVL DvcCAL	19.44	24	Each	19.00%	16.25%
United States Direct To Reseller	Academic	Select Plus	SharePoint Standard CAL	Standard	76M-01659 PL-Z	SharePointStdCAL 2019 ALNG MVL Stdnt DvcCAL	1.44	1.75	Each	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	SharePoint Standard CAL	Standard	76M-01660 PL-Z	SharePointStdCAL 2019 ALNG MVL Stdnt UsrCAL	1.44	1.75	Each	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	SharePoint Standard CAL	Standard	76M-01719 PL-Z	SharePointStdCAL 2019 ALNG MVL UsrCAL	19.44	24	Each	19.00%	16.25%
United States Direct To Reseller	Academic	Select Plus	Skype for Business	Standard	6YH-01197 PL-Z	SkypeforBsns 2019 ALNG MVL	3.72	4.52	Each	17.70%	16.25%
OFFICE SUITE											
United States Direct To Reseller	Academic	Select Plus	Excel	Standard	065-08695 PL-Z	Excel 2019 ALNG MVL	17.76	19	Each	6.53%	16.25%
United States Direct To Reseller	Academic	Select Plus	Excel Mac	Standard	D46-01112 PL-Z	ExcelMac 2019 ALNG MVL	17.76	19	Each	6.53%	16.25%
United States Direct To Reseller	Academic	Select Plus	Office Mac Standard	Standard	3YF-00667 PL-Z	OfficeMacStd 2019 ALNG MVL	45.48	56	Each	18.79%	16.25%
United States Direct To Reseller	Academic	Select Plus	Office Multi Language Pack	Standard	79H-00468 PL-Z	OfficeMultiLangPk 2013 ALNG MVL	10.44	13	Each	19.69%	16.25%
United States Direct To Reseller	Academic	Select Plus	Office Professional Plus	Standard	79P-05747 PL-Z	OfficeProPlus 2019 ALNG MVL	56.04	69	Each	18.78%	16.25%
United States Direct To Reseller	Academic	Select Plus	Office Standard	Standard	021-10627 PL-Z	OfficeStd 2019 ALNG MVL	45.48	56	Each	18.79%	16.25%
United States Direct To Reseller	Academic	Select Plus	PowerPoint	Standard	079-06766 PL-Z	PwrPoint 2019 ALNG MVL	17.76	19	Each	6.53%	16.25%
United States Direct To Reseller	Academic	Select Plus	PowerPoint Mac	Standard	D47-00931 PL-Z	PwrPointMac 2019 ALNG MVL	17.76	19	Each	6.53%	16.25%
United States Direct To Reseller	Academic	Select Plus	Word	Standard	059-09199 PL-Z	Word 2019 ALNG MVL	17.76	19	Each	6.53%	16.25%
United States Direct To Reseller	Academic	Select Plus	Word Mac	Standard	D48-01272 PL-Z	WordMac 2019 ALNG MVL	17.76	19	Each	6.53%	16.25%
SYSTEMS											
United States Direct To Reseller	Academic	Select Plus	WIN E3	Monthly Subscriptions-VolumeLicense	AAA-10787 PL-ZM	WinE3 ALNG SubsVL MVL PerUsr	1.82	2.21	1 Month(s)	17.65%	16.25%
United States Direct To Reseller	Academic	Select Plus	WIN E3 Add-on to WIN ENT per DVC	Monthly Subscriptions-VolumeLicense	AAA-10744 PL-ZM	WinE3AddOntoWinEntperDVC ALNG SubsVL MVL	0.38	0.46	1 Month(s)	17.39%	16.25%
United States Direct To Reseller	Academic	Select Plus	WIN E3 From SA	Monthly Subscriptions-VolumeLicense	AAA-10766 PL-ZM	WinE3FromSA ALNG SubsVL MVL PerUsr	1.58	1.92	1 Month(s)	17.71%	16.25%
United States Direct To Reseller	Academic	Select Plus	Win Pro	Upgrade	FQC-09552 PL-Z	WinPro 10 ALNG Upgrd MVL	48.36	59	Each	18.03%	16.25%

IT Lifecycle Services	Professional Services	Managed Services
		
Software Hardware Technology Reviews	Assess Implement Assessment	Technology Adoption Managed Hybrid IT
Data Center Cloud Readiness Cisco Asset Review	Workload Network Readiness Productivity Readiness Identity Management	Managed Cloud Managed Data Center and Network
Licensing Assessments	Accelerator	Managed End User Productivity
Licensing Assessments for Microsoft, IBM, Adobe, Oracle	Public Cloud Data Platform Network	Managed Cisco Collaboration Managed Office 365
Device Lifecycle Management	Cisco Security Power BI Hybrid IT Teams	Managed End User Helpdesk
Procurement Services	Windows 10 Office 365 M365 EMS Device Management Identity Management	Essentials
		Cisco Essentials

*Details of Services has been added in Section 10 & Section 8 value added items Section.

Request for Proposal Response to The State of Oklahoma,
Office of Management and Enterprise Services, Information Services,
Solicitation Number 090000043



Section Ten: Offer of Value-Added Products and/or Services



If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

Response:

Softchoice and Microsoft have worked together for over 20 years. The local supporting team detailed above has worked together for over 10 years. The Softchoice Microsoft Practice is built on a solid foundation incorporating a center of excellence, very strong vendor relationships, integrity, and technical expertise unparalleled in the industry

Softchoice Microsoft Services works in partnership with customers to provide customized solutions to develop and evolve their Microsoft solutions across the full range of technologies.

Softchoice Services include:

Access

Microsoft Licensing Assessments
Active Directory Assessment
Exchange Assessment
Skype/Teams Assessment & Roadmap
System Center Packaged Pilot
Office 365 Assessment & Roadmap
SharePoint Roadmap (ECM / BPM / Enterprise Portal)

Architect

Planning for Active Directory / Exchange / System Center / Skype /Teams
Migration (Novell / Lotus Notes / SharePoint / Office 365)
Upgrade (Active Directory / OCS / Exchange / SharePoint)

Implement




Active Directory / System Center / Exchange / Skype /Teams / SharePoint / Office 365

Manage

Knowledge Transfer
Training & Adoption Programs
Ongoing Assessments



Softchoice Services Overview:

<h2 style="text-align: center;">IT Lifecycle Services</h2> 	<h2 style="text-align: center;">Professional Services</h2> 	<h2 style="text-align: center;">Managed Services</h2> 
<p>Software Hardware</p> <p>Technology Reviews</p>	<p>Assess Implement</p> <p>Assessment</p>	<p>Technology Adoption</p> <p>Managed Hybrid IT</p>
<p>Data Center Cloud Readiness</p> <p>Cisco Asset Review</p>	<p>Workload Network Readiness</p> <p>Productivity Readiness Identity Management</p>	<p>Managed Cloud Managed Data Center and Network</p>
<p>Licensing Assessments</p>	<p>Accelerator</p>	<p>Managed End User Productivity</p>
<p>Licensing Assessments for Microsoft, IBM, Adobe, Oracle</p>	<p>Public Cloud Data Platform Network Cisco Security Power BI Hybrid IT Teams</p>	<p>Managed Cisco Collaboration Managed Office 365</p> <p>Managed End User Helpdesk</p>
<p>Device Lifecycle Management</p>	<p>Windows 10 Office 365 M365 EMS Device Management Identity Management</p>	<p>Essentials</p> <p>Cisco Essentials</p>
<p>Procurement Services</p>		



Key Microsoft Services:

Azure Accelerator softchoice

Make a smarter migration to the Cloud

It's a fact: migrating to the Cloud is more complicated than many organizations have the capacity to deal with. Often for internal teams, the learning curve is too steep, the security risks too great, and cost overruns are everywhere. You need to move workloads, build in consistent security, usage and cost monitoring procedures, and keep up with the speed of the business. It's a tall order.

The path forward

IT leaders need support to get it right the first time. Successful organizations know that the key to a streamlined Cloud migration is securing the guidance of experts who follow best practices learned through hundreds of engagements. With the right support, you can:

- | | | |
|--|---|---|
| Migrate a production workload | Establish operating procedures | Establish cost-management practices |
| Get first-hand experience with the Cloud and understand what it means for the business | Curtail risks by ensuring processes are structured and visible across silos | Ensure your migration to the Cloud doesn't cost your organization more than it needs to |

Make a smarter migration to the Cloud

Migrating to the Cloud is complicated. However, with the right people and tools in place, you can build up your expertise and accelerate your Cloud strategy. The Azure Accelerator combines the planning, migration, mentorship and management support to increase your Cloud knowledge and set the foundation for future success.

Our Offering	What we do	What you'll gain
Azure Accelerator	<ul style="list-style-type: none"> • Full day workshop to envision and plan • Work with your team to architect and migrate a production workload to the Cloud • Help you establish governance and operational guidelines to ensure security and create a foundation for success • Provide a management dashboard that offers a consistent approach to managing Cloud costs • Provide 24x7 support and mentorship – during and after your migration • Provide a formal review of your migration to solidify best practices and identify areas for future improvements 	<p>Learn how to select the right virtual machine, storage resource and network configuration to support your workload. You will also learn best practices for governing, securing and using infrastructure as code to improve the efficiency of your Cloud environment.</p> <p>The ability to allocate costs to department or workload, monitor consumption and optimize your environment over time.</p> <p>The mentorship you need to grow your internal Cloud expertise.</p>

Connect with us today. 1.800.268.7638 | www.softchoice.com |



Microsoft Azure TechCheck Assessment

Evaluating the Impact of Microsoft's Cloud Infrastructure



Softchoice's Azure TechCheck Assessment helps clients precisely evaluate how an existing environment maps to Microsoft Azure. For clients considering migrating an entire data center, or looking to target an existing development and test environment, the Azure TechCheck provide the insight needed to justify projected effort supported by a formal cost evaluation and risk analysis led by a Softchoice Azure Consultant.



The Azure TechCheck catalogs legacy silos of technology and arms clients with a fact-based portrait of the current state environment. Softchoice combines the collected data with technical experts spanning the data center and hybrid cloud to help plot the way forward.


Who should be involved?

Softchoice recommends clients assemble a cross functional IT team with a senior IT leader sponsor that provides alignment to the issues, business drivers and guides prioritization.

Why Softchoice for Azure Planning?

- Cross-discipline expertise spanning leading vendors in data center, hybrid cloud and public cloud scenarios
- Architect and engineers carry over 10 year average tenure
- Proven IaaS planning methodology to connect on premise data center infrastructure investments with the potential of the cloud
- Day-to-day operations for over 400 core and hybrid infrastructure

Phase	Client Benefit
Discovery	<ul style="list-style-type: none"> • Using an agent-less data collection tool to gather an end-to-end view of the existing server/storage infrastructure
Analysis	<ul style="list-style-type: none"> • Softchoice technical experts evaluate findings and consolidate the broad data to identify potential barriers • Sets actionable insights that are validated with a client findings and recommendations session • Delivers a comprehensive view of impacted infrastructure
Public Cloud Workshop & Analysis Report	<ul style="list-style-type: none"> • Review business demands and current issues • Review risks and remediation through guided data review and recommendations • Provide a structured review of the Azure TechCheck and evaluate options with a Softchoice Azure subject matter expert
Microsoft Azure TechCheck Summary	<ul style="list-style-type: none"> • Workload summaries of data center • Reporting on local divisions of environment, customized to business requirements • A basic projected cost analysis on Azure migration



"100% of organizations who engaged Softchoice for Cloud Services rated Delivery Methodology as valuable or better when compared to alternatives."



Source : TechValidate [TVID:C2E-EBB-3CE](#)

To arrange for a Azure TechCheck, contact your Softchoice Account Manager today and request an appointment!



Software Asset Management

Optimize Microsoft Investments

In a rapidly changing environment, managing Microsoft licensing contracts is more challenging than ever. IT leaders need to simplify license management while reducing costs, audit risks and increase the impact of Microsoft technology on their organization. What's a modern solution?

The path forward

IT managers need a better way to optimize their IT spend and stay ahead of vendor audits. They need:

Microsoft Program Specialization:

To identify the right product and most cost-effective, risk-averse purchasing solution for their unique requirements

Integrated Visibility:

Modern inventory and analysis tools that provide singular and consistent insight across all Public Cloud and on-premise assets

How to advance your strategy

When your IT department is focused on day-to-day operations, finding time to manage complex licensing agreements and fluid Public Cloud subscriptions is a challenge. Softchoice bridges the gap with a proven Software Asset Management (SAM) strategy that consolidates the tools and IT support you need to build and manage your Microsoft environment.

What we do	What you'll gain
<ul style="list-style-type: none"> Asset discovery and inventory reporting for all on-premise and Public Cloud assets Consolidate insights across all asset types through a personalized Software Asset Management dashboard Provide consultant-led gap reconciliation services to close risks and reduce costs Offer quarterly planning engagements to adapt vendor and customer roadmaps against licensing strategy Provide representation and defense support in the event of vendor audits 	<p>The industry-leading tools and specialized resources you need to operate a modern Software Asset Management practice consistently across your entire set of software assets.</p> <p>The ability to mitigate licensing costs and compliance risks, while freeing up your IT department to focus on business initiatives.</p>

Execute with confidence:	<p>#1 Microsoft Software Asset Managed Service Provider in North America</p>	<p>8,000+ Clients supported with asset management</p>	<p>2 Billion Software Asset Management saving delivered to clients</p>
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Softchoice Microsoft Assessment Services

Without a clear picture of the current environment, determining the next step is difficult and can potentially add unnecessary expenses and cycles.

The Softchoice MS Assessment Service provides insight and guidance to get the most out of existing and future technology investments. Knowledgeable people with advanced vendor training and extensive industry experience provide actionable direction to your business goals.

How the Softchoice TechCheck process works:



Why Softchoice for Assessment Services?

- Over 10 years of experience in IT Asset Management for over 3,600 clients
- Tool agnostic leveraging a flexible approach to data collection
- Over 7,600 assessments delivered
- Proprietary asset management and reporting platform
- Experience with organizations with 50 to 100,000 users across North America
- Certified ITAM Consultants with a variety of specialized backgrounds
- Surveyed over 8 million end points
- Extended community of subject matter experts and Solution Architects to evaluate impacts



<p>Keystone Managed Services for Microsoft Cloud</p>	<p>Microsoft Office 365 Accelerator</p>
<p>Keystone Managed Services for Microsoft Cloud Keystone Managed Services for Microsoft Cloud (KMSMC) is a new way to leverage Microsoft Cloud technologies including Office 365 by incorporating the Office 365 subscriptions with Softchoice's leading Keystone Managed Services.</p>	<p>Microsoft Office 365 Accelerator The Softchoice Microsoft Office 365 Accelerator+ program creates a live environment, optimized and built to best-practice standards, ready to support the unique needs of each client's business in accelerating their evaluation.</p>
<p>Microsoft Azure Accelerator</p>	<p>Microsoft EMS Accelerator</p>
<p>Microsoft Azure Accelerator The Microsoft Azure Accelerator for Windows 2003 was designed for clients who aspire to relocate critical servers or services ahead of the Windows 2003 end of life deadline looming in July 2015 to the Azure cloud service platform. The skills and techniques provided during this Accelerator can be used for the inspection of any on premise workload as a candidate for cloud based delivery or moved to update on-premise infrastructure.</p>	<p>Microsoft EMS Accelerator Gathering inventory, deploying software, and enforcing security policies are services moving to the cloud, and the Microsoft EMS Accelerator can help you complete the journey with the comfort knowing your users are both productive AND secure. Softchoice designed the Microsoft EMS Accelerator for clients who want to explore the requirements needed to implement Enterprise Mobility Suite</p>

Pricing on additional services can be provided upon request.

ATTACHMENT F

**STATE OF OKLAHOMA CONTRACT WITH SOFTCHOICE
CORPORATION**

RESULTING FROM SOLICITATION NO. 0900000433

NEGOTIATED EXCEPTIONS TO CONTRACT

The negotiated exceptions set forth below hereby supersede the exceptions set forth in Supplier's Bid, which pages shall be deemed not to constitute a portion of the Contract.

Term & Section	Language
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ATTACHMENT F

**STATE OF OKLAHOMA CONTRACT WITH SOFTCHOICE CORPORATION
RESULTING FROM SOLICITATION NO. 0900000433**

NEGOTIATED EXCEPTIONS TO CONTRACT

<p>General Terms, Section 6.2</p>	<p>General Terms, Section 6.2 is hereby deleted in its entirety and replaced with the following:</p> <p>Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.</p> <p>Customer acknowledges that Supplier is not the manufacturer of the Products and the only warranties offers are those that may be offered by the applicable third party vendor. Supplier shall pass through to customer any warranties provided to Supplier by the applicable third party vendor, provided that such transfer is permitted by such third party vendor. In purchasing the Products, Customer is relying on the manufacture’s specifications only. Supplier warrants that it has the proper authority to resell Products sold under this Agreement. Except for this warranty, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATED TO PRODUCTS SOLD UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATIONS, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICUATLR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY THIRD PARTY VENDOR’S WARRANTY.</p> <p>Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.</p> <p>Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the</p>
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ATTACHMENT F

**STATE OF OKLAHOMA CONTRACT WITH SOFTCHOICE
CORPORATION
RESULTING FROM SOLICITATION NO. 0900000433**

NEGOTIATED EXCEPTIONS TO CONTRACT

	<p>Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.</p>
<p>General Terms, Section 6.3</p>	<p>General Terms, Section 6.3 is hereby deleted in its entirety and replaced with the following:</p> <p>As only to Supplier products or services provided to Customer, Supplier shall deliver products and services on or before the required date specified in a Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.</p>
<p>General Terms, Section 6.4</p>	<p>General Terms, Section 6.4 is hereby deleted in its entirety.</p>
<p>General Terms, Section 8.1(B)</p>	<p>General Terms, Section 8.1(B) is hereby deleted in its entirety and replaced with the follow:</p> <p>Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence. Such policy limits may be comprised of primary and umbrella policies.</p>
<p>General Terms, Section 8.1(C)</p>	<p>General Terms, Section 8.1(C) is hereby deleted in its entirety.</p>

ATTACHMENT F

**STATE OF OKLAHOMA CONTRACT WITH SOFTCHOICE
CORPORATION
RESULTING FROM SOLICITATION NO. 0900000433**

NEGOTIATED EXCEPTIONS TO CONTRACT

General Terms, Section 15	General Terms, Section 8.15 is hereby deleted in its entirety and replaced with the following: Customer acknowledges that Supplier has no control over the technology of the Products, and therefore cannot and does not indemnify Customer for claims that Products infringe any patent, copyright, trademark, trade secret or other intellectual property right. Supplier will pass through to Customer any indemnities provided to Supplier by the applicable third party vendor, provided that such transfer is permitted by such vendor.
General Terms, Section 16.2	General Terms, Section 16.2 is hereby deleted in its entirety.
General Terms, Section 16.5(A)	General Terms, Section 16.5(A) is hereby deleted in its entirety and replaced with the following: With respect to any claim or cause of action arising under or related to the Contract, neither party shall be liable for lost or corrupted data, availability of the Products for use, lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
General Terms, Section 16.5(B)	General Terms, Section 16.5(B) is hereby deleted in its entirety and replaced with the following: Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, confidentiality obligations under the Contract; the bad faith, gross negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

ATTACHMENT F

STATE OF OKLAHOMA CONTRACT WITH SOFTCHOICE CORPORATION RESULTING FROM SOLICITATION NO. 0900000433

NEGOTIATED EXCEPTIONS TO CONTRACT

General Terms, Section 16(D)	General Terms, Section 16.5(D) is hereby added: Supplier's total and aggregate liability for any loss, damage, cost or expense suffered or incurred by Customer arising out of or in connection with the Contract or any Product is hereby limited to the 2x the dollar amount paid or to be paid by Customer for the Product giving rise to the claim for the term in which the claim arises.
IT Terms, Section 11	Information Technology Terms, Section 11 is hereby deleted in its entirety.
IT Terms, Section 12	Information Technology Terms, Section 12 is hereby deleted in its entirety.
IT Terms, Appendix 1, Section A(3)	Information Technology Terms, Appendix 1, Section A(3) is hereby deleted in its entirety and replaced with the following: In no event will supplier be liable for Customer's failure to sufficiently back up or protect its data.
IT Terms, Appendix 1, Section B(4)	Information Technology Terms, Appendix 1, Section B(4) is hereby deleted in its entirety.
IT Terms, Appendix 1, Section B(6)	Information Technology Terms, Appendix 1, Section B(6) is hereby deleted in its entirety.
IT Terms, Appendix 1, Section G(1)	Information Technology Terms, Appendix 1, Section G(1) is hereby deleted in its entirety.

ATTACHMENT F

**STATE OF OKLAHOMA CONTRACT WITH SOFTCHOICE
CORPORATION
RESULTING FROM SOLICITATION NO. 0900000433**

NEGOTIATED EXCEPTIONS TO CONTRACT

<p>IT Terms, Appendix 1, Section H</p>	<p>Information Technology Terms, Appendix 1, Section H is hereby deleted in its entirety and replaced with the following:</p> <p>Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer (and any contributory fault by Customer as agreed by the parties or determined by a court of competent jurisdiction shall result in a reduction of damages to reflect only the actual fault of Supplier), arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer.</p>
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This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: 1079

PeopleSoft Contract ID: 5821

Contract Title: Microsoft Products & Services

Contract Issuance Date: 05/14/2020

Contract Supplier: Soft Choice

Addendum # 6

Addendum Date: 04/21/2023

OMES Point of Contact:

Contracting Officer: Skyler Greco

Phone Number: 405-521-2174

E-mail address: Skyler.Greco@omes.ok.gov

Addendum Information: _____

Addendum #5 issued for term renewal with Soft Choice.

Contract Period: 05/14/2023 – 05/13/2024

Agreement Period: 05/14/2020 – 05/13/2025



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000245719
 SOFTCHOICE CORPORATION
 314 W SUPERIOR ST
 CHICAGO IL 60654
 USA

Contract ID 0000000000000000000005821		Page 1 of 1	
Contract Dates 05/14/2020 to 05/13/2024	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1079 Microsoft Prd & Srv.		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	43231500 / Microsoft Application Software NonAcademic	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
2	43231500 / Microsoft Application Software Academic	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
3	43233004 / Operating Systems Upgrade rights	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
4	43231513 / MS Office Professional Plus - Latest	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
5	43233004 / Windows Server CAL	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
6	43233501 / Exchange Server CAL	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
7	43232408 / Share Point Server CAL	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004

COMMENTS:

Contract Period: 05/14/2023 -- 05/13/2024
 Agreement Period: 05/14/2020 -- 05/13/2025

Vendor Contact Jaspreet Monga
 jaspreet.monga@softchoice.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Microsoft Products & Services

Statewide Contract # : SW 1079

Contract Issuance Date: 05/14/2020

Total Number of Vendors: 1 *(For details see: Vendor Information Sheet)*

Contract Period: 05/14/20 through 05/13/21

Agreement Period: 05/14/20 through 05/13/25

Authorized Users: **All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.**

Contract Priority:
Mandatory

Type of Contract: Discount
from MSRP

OMES-CP Contact: Marc
Brown

Title: Procurement Specialist

Phone: 1 - 405 - 496- - 9148

Email: marc.brown@omes.ok.gov



Awarded Vendor Information

Vendor Name: Softchoice Corporation

Vendor ID#: 0000245719

Vendor Address: Address: 314 West Superior St. Suite 400

City: Chicago

State: IL

Zip Code: 60654

Primary Contact: Jaspreet Monga

Phone #: 437-216-1820

Email: Jaspreet.monga@softchoice.com

Website: <https://www.softchoice.com>

Contract ID #: 00000000000000005821

P/Card Accepted: Yes No

Other:



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000245719
 SOFTCHOICE CORPORATION
 16609 COLLECTIONS CENTER DR
 CHICAGO IL 60693-0000
 USA

Contract ID 0000000000000000000005821		Page 1 of 1	
Contract Dates 05/14/2020 to 05/13/2021	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW1079 Microsoft Prd & Srv.		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	43231500 / Microsoft Application Software NonAcademic	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
2	43231500 / Microsoft Application Software Academic	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
3	43233004 / Operating Systems Upgrade rights	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
4	43231513 / MS Office Professional Plus - Latest	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
5	43233004 / Windows Server CAL	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
6	43233501 / Exchange Server CAL	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004
7	43232408 / Share Point Server CAL	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0004

COMMENTS:

Contract Period: 05/14/2020 -- 05/13/2021
 Agreement Period: 05/14/2020 -- 05/13/2025

Vendor Contact Jaspreet Monga
 jaspreet.monga@softchoice.com

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



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

TO: Honorable Mayor and City Council
FROM: Robert Coleman, Director of Economic Development
DATE: July 25, 2023
SUBJECT: Discussion, consideration, and possible action of entering into an agreement with Psycho Taco OKC, LLC to lease 2425 S Douglas Boulevard for \$1600 per month.

Silsby Media leased the former Stormwater Quality office, 2425 S Douglas BL, and operated an advertising business until recently purchasing and moving to a larger building at 7532 SE 15th ST. Following Mr. Silsby's notice, we conducted a formal Request for Proposal to find another tenant, and Psycho Taco OKC, LLC, was the only responder.

Midwest City resident Mark Burckel, owner of Psycho Tacos, operates a mobile food service establishment that serves customers across the metro. He wants to lease our property as his new headquarters where he will office, store equipment and product, and construct a full kitchen for food preparation, although no food will be sold onsite.

Mr. Burckel's plan is a radical change from the building's current use. Originally designed and built as a used automobile business in 1990, the site was purchased by the City in 2004 as part of the S Douglas Boulevard widening. Our Public Works Department's Stormwater Quality Division maintained offices in the building after it was acquired until its operations moved to the Charles J. Johnson building. Mr. Silsby's lease commenced in 2011.

According to the proposed agreement, Mr. Burckel must hire an architect to design plans for our approval. He must obtain all necessary permits from Engineering & Construction Services leading to a permanent Certificate of Occupancy. In addition to rent, Psycho Taco will be responsible for all construction costs. The also agreement provides credit to the Lessee for any improvements necessary to bring the exterior of the building into zoning compliance and to make any modifications necessary anywhere to meet ADA regulations.

This is agreement is for only one year but has five consecutive automatic annual renewals with built in rent increases.

Please contact my office at (405) 739-1218 or via e-mail (rcoleman@MidwestCityOK.org) with any questions.

Sincerely,

Robert Coleman
Director of Economic Development

Attachment: Proposed Lease with Psycho Taco OKC LLC

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of the 25th day of July, 2023 by and between City of Midwest City, OK ("Landlord") and Psycho Taco OKC, LLC ("Tenant") hereinafter named.

1. Definitions and Basic Provisions.

The following are some of the basic lease information and defined terms used in this Lease:

- (a) "Landlord Address": City of Midwest City
100 N Midwest Boulevard
Midwest City, OK 73110
mayor@MidwestCityOK.org
- (b) "Tenant Address": Psycho Taco OKC, LLC
9513 Apple DR
Midwest City, OK 73130
mburckel@psychotacookc.com
- (c) "Property": A 150' x 150' (.52 acre) tract located in the Southeast Quarter of Section 11, Township 11 North, Range 2 West, more particularly described as follows: Beginning 588' south and 60 foot west of the Northeast Corner of the Southeast Quarter; thence west 150'; south 150' east 150'; and north 150' to the Point of Beginning.
- (d) "Premises": approximately 2400 rentable square feet in the building known as 2425 S Douglas Boulevard, Midwest City, OK 73130 (the "Building"), such Premises and Building being shown and outlined on the plan attached hereto as **Exhibit A**.
- (e) "Lease Term" shall mean a period of one (1) year with four (4) automatic one (1) year renewals commencing on the Rent Commencement Date (the "Commencement Date").
- (f) "Base Monthly Rent": Shall mean:
- August 1, 2023 to July 31, 2024: \$1600 per month
August 1, 2024 to July 31, 2025: \$1650 per month
August 1, 2025 to July 31, 2026: \$1700 per month
August 1, 2026 to July 31, 2027: \$1750 per month
August 1, 2027 to July 31, 2028: \$1800 per month
- he Base Monthly Rent shall be payable on or before the first day of each calendar month at the office of Landlord during the Lease Term without prior demand, subject to adjustment as hereinafter provided, provided that the Base Monthly Rent for the first full calendar month of the Lease Term and any partial calendar month at the beginning of the Lease Term shall be payable upon the execution of this Lease by Tenant. Base Monthly Rent for any partial month shall be prorated.
- (g) "Security Deposit": \$1600
- (h) "Permitted Use": Preparation kitchen for commercial food truck.
- (i) "Early Occupancy": The date on which the Tenant occupies the Property, Premises and Building if prior to the Commencement Date. Early Occupancy shall be subject to all the terms and provisions hereof, the Lease Term will be extended to include the period of such Early Occupancy and Rent will commence as provided in Section 1 (f). In the event the Tenant occupies the Property, Premises and Building prior to the Commencement Date as the result of Early Occupancy, the parties shall execute a Memorandum of Commencement Date in the form as set forth in Exhibit C.
- (j) All Base Monthly Rent, additional rent and other charges due hereunder shall be made payable to the order of Premier Property Assets, LLC or such other party as Landlord may direct.

- (k) "Rent Commencement Date": The date the Landlord turns over the Property with the improvements described in Exhibit B completed.
- (l) "Option" shall remain the right of Tenant to extend the Term of the Lease for 1 period of 12 months (the "Additional Term") provided Tenant gives Landlord written notice not more than 6 months nor less than 3 months before the expiration of the Term of its election to exercise its option. All references in the Lease to the "Term" shall include the Additional Term if validly exercised
- (m) The term "Parties" shall mean the Landlord and the Tenant jointly.

2. Granting Clause. Subject to and upon the terms herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right to use the common areas of the Property. Tenant shall be the only tenant and occupant of the Property, Building and Premises.

3. Services by Landlord and Tenant.

- (a) Landlord, so long as Tenant is not in default under this Lease, shall be responsible, at Landlord's sole cost and expense, during the Lease Term for the following:
 - (i) Structural repairs to the Building which are not as a result of negligence by Tenant.
 - (ii) Roof repairs or replacements to the Building which are not as a result of negligence by Tenant.
 - (iii) Accumulative repair costs to electrical, mechanical or plumbing systems beyond (two thousand dollars) \$2000 for any consecutive twelve (12) month period. Tenant shall be responsible for all routine maintenance in addition to producing documentation as proof of repair expenses in excess of \$2000 for the preceding twelve consecutive months.
- (b) Except for the items provided for in section 3(a), Tenant shall pay all direct and indirect costs, expenses paid and disbursement of every kind (excluding Personal Property Tax, Real Estate Tax, utilities and Tenant Liability Insurance) incurring in connection with operating, maintaining, repairing and managing the Property, Building and Premises. Tenant shall have use of the Property, Building and Premises, including use of the parking facilities located on the Property.
 - (i) As part of the expenses described in 3(b) above, Tenant shall, at Tenant's sole cost and expense, employ and pay a firm satisfactory to Landlord, engaged in the business of maintaining systems, to perform regular (not less frequently than once every three months) inspections and maintenance of the HVAC systems serving the Premises. At the time of entering into such contract, or subsequent contracts, Tenant shall furnish to Landlord a true, accurate, and correct executed copy of such HVAC maintenance and service agreement.

Failure to furnish or stoppage of any of the above services shall not be construed as constructive eviction of Tenant, grounds for an abatement of rent, or relieve Tenant from the fulfillment of any term, covenant, or agreement under this Lease. Should any equipment or machinery used in providing the above services break down or for any cause cease to function properly, then, if Landlord is obligated hereunder to provide such services, Landlord shall use reasonable diligence to repair the same promptly.

4. Payments.

- (a) Tenant shall pay to Landlord all rents and other sums required to be paid under this Lease within thirty days of invoice setoff or deduction whatsoever at the times and in the manner provided. The obligation of Tenant to pay Rent is an independent covenant, and no act or circumstance, whether constituting breach of any covenant by Landlord or not, shall release Tenant of this obligation except that any delay as a result of Landlord's failure to provide a timely invoice for payment shall not be subject to any late fees, penalties, or claims for damages.
- (b) Tenant shall pay to Landlord, as additional rent, all charges for any miscellaneous services, goods, or materials furnished by Landlord at Tenant's request which are not required to be furnished by Landlord under this Lease.
- (c) Except for delays as a result of Landlord's failure to invoice per Section 4(a), in the event that payment of any amount required to be paid by Tenant pursuant to this Lease is not made when due, a service fee of two percent (2) of the delinquent amount will be due and payable immediately to Landlord as additional rent, plus interest from the date such payment is due at fifteen percent (15%) interest (the "Maximum Rate").

- (d) All payments required from Tenant (except Base Monthly Rent) shall be deemed additional rent hereunder. The Base Monthly Rent and additional rent hereinafter is referred to, collectively, as "Rent".

5. Transfer. Tenant shall not assign, sublease, transfer or encumber this Lease or any interest therein or grant any license, concession or other right of occupancy of the Premises or any portion thereof or otherwise permit the use of the Premises or any portion thereof by any party other than Tenant (any of which events is hereinafter called a "Transfer") without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Such transfers or assignments, howsoever made, are to be fully respected and recognized by Tenant. Any such transfer shall operate to release Landlord from liability under this Lease from and after the effective date thereof, except as it may relate to the period prior to such effective date. This Lease shall inure to the benefit of the Landlord and its successors and assigns; and with the written consent of Landlord first had, to the benefit of the heirs, executors and/or administrators, successors and assigns of Tenant.

6. Possession. Landlord and Tenant acknowledge that Tenant shall take possession of the Premises on the Rent Commencement Date and will accept the Premises in its existing "as-is" condition subject to the obligation of the Landlord to have completed the alterations to the Property, Building or Premises are outlined in Exhibit B of this Lease.

7. Indemnity, Liability and Loss or Damage. Tenant agrees to defend, hold harmless and indemnify Landlord from any and all damages to the contents of any portion of the Premises, Building or Property herein leased, and from any action, claim or injuries arising from the maintenance, operation or use by Tenant, its employees, customers or invitees of the Premises, Building or Property by any person, or for any condition existing on said Premises, Building or Property under the control of Tenant or which condition is the responsibility of Tenant. In any suit or action for damages arising from alleged negligence of Tenant in which Landlord is included as a defendant, Tenant will assume all the burdens, costs, and expenses of the defense thereof, including reasonable attorney's fees, and the costs of settlement or judgment obtained against Landlord by reason thereof. If the Building, Property or Premises shall be so damaged by fire or other casualty that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building, Property or Premises shall be required, or if the Property or Premises has been damaged, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within one hundred twenty (120) days after the date of such casualty. Such termination shall be effective (i) as of the date of fire or casualty with respect to any portion of the Premises that was rendered untenable, and (ii) as of the effective date of termination specified in Landlord's notice with respect to any portion of the Premises that remain tenable. If this Lease is not so terminated by Landlord, Landlord shall proceed with reasonable diligence to restore the Property and Premises and the Building, and Tenant shall receive an appropriate diminution of rent for that portion of the Premises which is untenable.

8. Legal Use. Tenant will not occupy or use, nor permit any portion of the Premises to be occupied or used for any purpose other than the Permitted Use specified in the Definitions and Basic Provisions portion of this Lease, nor for any business or purpose which is unlawful in part or in whole or deemed to be disreputable or hazardous in any manner. Tenant acknowledges that Tenant, and not Landlord, shall be responsible for removal of any medical waste resulting from Tenant's use of the Premises and Tenant agrees to remove and dispose of the same, at its sole cost and expense, in accordance with all applicable legal requirements. Tenant will conduct its business and control its agents, employees, and invitees in such a manner so as not to create any nuisance, interfere with, annoy, or disturb other tenants or Landlord in the management of the Building. Tenant will maintain the Property and Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other entities asserting jurisdiction over the Premises) with reference to the use of and the occupancy of the Property and Premises.

Landlord understands that all contracts with Tenant are subject to Oklahoma law including 57 O.S. 589 (A) a violation of which may at Tenant's sole discretion terminate the lease effective immediately except that Tenant shall have fourteen (14) days to remove all personal property.

9. Insurance. During the term of this Lease and any extension thereof, Tenant at its own cost and expense, shall maintain and provide Commercial General Liability insurance coverage for the benefit and protection of Landlord, its management company, and Tenant, naming all as insureds in an amount not less than \$1,000,000.00 Combined Single Limit per occurrence with an aggregate of \$2,000,000.00. Tenant shall also carry "all risk" physical loss insurance coverage for the full replacement cost of all items of Tenant's personal property in, on or about the Premises. All insurance provided hereunder shall be secured from responsible companies acceptable to Landlord and qualified to do business in the state where the Premises are located. In lieu of Tenant's insurance obligations hereunder, Tenant may satisfy its insurance obligations by providing proof of coverage. Tenant shall ensure that such insurance provides general liability coverage, including protection against death, personal injury and property damage, with limits not less than \$1,000,000.00 Combined Single Limit per occurrence with an aggregate of \$2,000,000.00. Tenant shall provide Landlord with written verification of such coverage. The coverage may not be canceled or modified without at least thirty (30) days' prior written notice to Landlord. Prior to the Commencement Date of the Lease Term, Tenant shall furnish Landlord with certificates evidencing such coverage and stating that such coverage may not be changed or canceled by the insurer or Tenant without at least thirty (30) days prior written notice to Landlord.

10. Waiver of Subrogation. The parties hereby intend that the risks of loss, damage, and injury in connection with this Lease, Landlord's ownership and operation of the Building, and Tenant's leasing and occupancy of the Premises are to be allocated as far as possible to insurance. Therefore, Landlord and Tenant each hereby waive all claims, actions, and demands against each other, and each hereby releases the other from all liability, to the maximum

extent permitted by law, for any loss, damage or injury to business, persons or property of any kind or nature, to the extent such loss, damage, or injury is compensated by insurance or required to be insured hereunder. The foregoing waivers shall not apply to the extent such waivers would operate to invalidate or preclude recovery under any policies of insurance.

11. Alterations, Additions, Improvements. Tenant shall not make alterations or additions or improvements to the Premises without Landlord's prior written consent which consent shall not unreasonably withheld, conditioned or delayed. All such work shall: (a) be at Tenant's expense; (b) comply with all insurance requirements and with all applicable ordinances, regulations, and statutes of the jurisdictions in which the Premises are located; and (c) in Landlord's judgment, be performed in a good and workmanlike manner, in accordance with sound building practices. All required working drawings and specifications shall be prepared at Tenant's expense by an architect, space planner, or engineer approved by Landlord. Tenant shall make all alternations, additions and improvements listed in Exhibit B of this Agreement within 120 days of the execution of this Agreement leading to a permanent Certificate of Occupancy. Before undertaking any alterations or construction, Tenant shall pay for and deliver to Landlord a public liability policy insuring Landlord and Tenant against any liability which may arise on account of such proposed alterations or construction work in a form and amounts reasonably acceptable to Landlord. All such alterations, additions or improvements installed by Tenant on the Premises shall be performed using new or completely reconditioned materials and, except as otherwise provided herein, shall remain the property of Landlord.

12. Landlord Rights. Landlord shall have the right, to alter, repair, or improve any portion of the Property or Premises and the Building; provided such work does not materially interfere with Tenant's use of the Property, Building or Premises. Tenant will permit Landlord, its respective officers, agents and representatives, upon not fewer than 24-hours advanced notice to Tenant, to enter into and upon all parts of the Property, Premises or Building, at all reasonable hours, to inspect, clean, repair, make alterations and additions as Landlord may deem necessary, and for any other valid business reason. Landlord and its representatives for any such purpose may enter on and about the Property, Premises or the Building with building materials, and erect scaffolding and all other necessary structures, provided such work does not materially interfere with Tenant's use of the Property, Building or Premises. Tenant shall not be entitled to any abatement or reduction of rent by reason thereof and Tenant waives any claim for any damage or inconvenience which may thereby arise.

13. Liens by Tenant. Tenant shall keep the Property, Premises, the Building and the real estate of which the Building forms a part free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by Tenant. In the event any such lien is imposed against the Property, Premises or Building and if Tenant does not cause the lien to be released within ten (10) days following notification of the imposition of any such lien, Landlord may cause the same to be released by such means as it shall deem proper. All sums paid by Landlord and all expenses incurred by it in connection therewith shall automatically create an obligation of Tenant to pay, on demand, an equivalent amount plus any out-of-pocket expenses incurred by Landlord. No work which Landlord permits Tenant to perform shall be deemed to be for the immediate use and benefit of Landlord, and no mechanic's or other lien shall be allowed against the estate of Landlord by reason of its consent to such work.

14. Repairs and Re-entry; Surrender. Tenant will, at Tenant's own cost and expense, keep the Premises in sound condition and good repair, and shall repair or replace any damage or injury done to the Building or any part thereof by Tenant or Tenant's employees, servants, agents, contractors or invitees. If Tenant fails to make such repairs or replacements within thirty (30) days after written notice from Landlord, Landlord may, at its option, make such repairs or replacements, and Tenant shall repay all costs thereof, plus a ten percent (10%) administrative fee, to Landlord on demand. Tenant will not commit or allow any waste or damage to be committed on any portion of the Property or Premises. Tenant shall at termination of this Lease, by lapse of time or otherwise, deliver up said Property and Premises to Landlord in as good condition as it was as of the date of possession (ordinary wear and tear excepted) and Landlord shall have the right to re-enter and resume possession of the Premises whether or not the Premises have been vacated by Tenant.

15. Signage. Tenant will not place on any exterior door, wall, or window of the Property or Premises any sign, awning, canopy, advertising matter, or any other thing of any kind without first obtaining Landlord's written approval which approval shall not be unreasonably withheld, conditioned or delayed. It is agreed that Tenant shall have the right to place signage outside the Building, however, the form of said signage shall require Landlord's prior consent which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall maintain such item(s) in good condition at all times and upon the Termination Date remove such sign and repair all damages caused by such sign.

16. Attorneys' Fees. In case any party defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and any party places the enforcement of this Lease, or any part thereof, in the hands of an attorney or files suit upon the same, the non-prevailing party agrees to pay any and all of prevailing party's reasonable costs and expenses associated therewith, including, without limitation, reasonable attorneys' fees.

17. Security Deposit. Tenant has deposited the security deposit with Landlord as security for the full, faithful, and timely performance of every provision of this lease to be performed by Tenant. If Tenant defaults with respect to any provision of this lease, and does not cure within the applicable cure period, including but not limited to the provisions relating to the payment of rent, Landlord may use, apply, or retain all or any part of the security deposit for the payment of any rent, or any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of Tenant's default. If any portion of the security deposit is so used, applied, or retained, Tenant will within 5 days after written demand deposit cash with Landlord in an amount sufficient to restore the security deposit

to its original amount. Landlord will not be required to keep the security deposit separate from its general funds, and Tenant will not be entitled to interest on the security deposit. The security deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Monthly Rent due for the last month of the term. If Tenant fully, faithfully, and timely performs every provision of this lease to be performed by it, the security deposit or any balance of the security deposit will be returned to Tenant within 30 days after the expiration of the term. Landlord may deliver the funds deposited under this lease by Tenant to the purchaser of the complex, or any portion thereof, in the event the complex, or any portion thereof, is sold, and after such time Landlord will have no further liability to Tenant with respect to the security deposit.

18. Limitation of Landlord's Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY AND BUILDING, AND TENANT AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY AND BUILDING FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT NEITHER LANDLORD NOR ANY MEMBER, PRINCIPAL, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR OR BENEFICIARY OF LANDLORD SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. TENANT HEREBY COVENANTS THAT, PRIOR TO THE FILING OF ANY SUIT FOR AN ALLEGED DEFAULT BY LANDLORD HEREUNDER, IT SHALL GIVE LANDLORD AND ALL MORTGAGEES WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES OR DEED OF TRUST LIENS ON THE PROPERTY, BUILDING OR PREMISES NOTICE AND REASONABLE TIME TO CURE SUCH ALLEGED DEFAULT BY LANDLORD.

19. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when personally delivered, or mailed by registered or certified mail with return receipt requested, or sent by a national overnight courier service to the respective party to whom notice is intended to be given at the appropriate address provided in Section 1. Any notice under this Lease delivered by registered or certified mail shall be deemed to have been given, delivered and effective on the earlier of (a) the third day following the day on which the same shall have been mailed with sufficient postage prepaid or (b) the delivery date or refusal date indicated on the return receipt. Notice sent by overnight courier service shall be deemed given, delivered and effective upon the day after such notice is delivered to or picked up by the overnight courier service. Notice sent by personal delivery shall be deemed given, delivered and effective upon the date actually delivered or refused.

20. Brokers. Tenant and Landlord represents and warrants to the other party that neither it, its officers, agents, nor anyone on its behalf has dealt with any real estate broker in the negotiation or making of this Lease. Tenant and Landlord agree to indemnify and hold the other party harmless from the claim or claims of any broker or brokers claiming to have interested Tenant in the Property, Building or Premises or claiming to have caused Tenant to enter into this Lease.

21. Rules of the Building. Tenant, Tenant's agents, employees, and invitees will comply fully with the rules and regulations of the Building either attached hereto or delivered to Tenant by Landlord. Landlord shall at all times have the right to change such rules and regulations in such reasonable manner as may be deemed advisable for the safety, care, cleanliness of the Property and Building, its tenanted areas, and the preservation of good order therein. All such changes will be forwarded to Tenant in writing and shall be carried out and observed by Tenant.

22. Holding Over. In the event of holding over by Tenant after expiration or other termination of this Lease, occupancy of the Premises subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to 200% the sum of the Base Monthly Rent and additional rent due for the period immediately preceding such holding over, provided that in no event shall Base Monthly Rent and additional rent during the holdover period be less than the fair market rental for the Premises. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the term of this Lease shall be construed to extend the Lease Term or prevent Landlord from recovery of immediate possession of the Premises by summary proceedings or otherwise. In addition to the obligation to pay the amounts set forth above during any such holdover period, Tenant also shall be liable to Landlord for all damage, including any consequential damage, which Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify Landlord against any and all claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Premises to such other tenant or prospective tenant.

23. Defaults and Remedies. If: (a) Tenant fails to comply with any material term, provision, condition, or covenant of this Lease including payment of Rent, or any of the rules and regulations now or hereafter established for the Building by Landlord and Tenant fails to cure Tenant's non-compliance after Tenant is provided with a written notice and opportunity to cure of ten (10) calendar days for failure to pay rent or thirty (30) calendar days for all other defaults; or (b) Tenant abandons or vacates the Premises; or (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or of any state thereof; or (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; or (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, Landlord shall have the option to do any one or more of the following without notice in addition to and not in limitation of any other remedy permitted by law or by this Lease:

- (i) Re-enter the Premises and correct or repair any condition which shall constitute a failure on the part of Tenant to observe, perform, or satisfy under this Lease. In such event, Tenant shall fully reimburse

and compensate Landlord, within five (5) days after demand, for the costs incurred by Landlord in doing so, plus a fee for Landlord's administrative and overhead costs in an amount equal to fifteen percent (15%) of such costs. No action taken by Landlord under this Section 23(i) shall relieve Tenant from any of Tenant's obligations under this Lease or from any consequences or liabilities arising from the failure of Tenant to perform such obligations.

- (ii) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. In the event that Landlord elects to terminate this Lease, Landlord shall be entitled to recover damages equal to the total of (a) the cost of recovering the Premises (including attorneys' fees and costs); (b) the cost of removing and storing Tenant's personal property, furniture, fixtures, leasehold improvements, and alterations, additions or improvements owned, constructed, or placed by Tenant on the Premises; (c) the unpaid Rent, including, without limitation, Base Monthly Rent and additional rent, owed at the time of termination, plus any service fee or default interest; (d) the cost of reletting the Premises (as reasonably estimated by Landlord and including alterations or repairs to the Premises and brokerage commissions); (e) the costs of collecting any sum due to Landlord (including, without limitation, attorneys' fees and costs); (f) the Discounted Future Rent (as defined in Section 23(iii) below); and (g) any other sum of money or damages owed by Tenant to Landlord as a result of an event of default, whether under this Lease, at law, or in equity.
- (iii) Landlord may terminate Tenant's right of possession of the Premises without terminating this Lease and repossessing the Premises. In the event that Landlord elects to take possession of the Premises without terminating this Lease, Tenant shall remain liable for, and shall pay to Landlord, from time to time on demand, (a) all costs and damages described in Section 23(ii), and (b) any deficiency between the total Rent due under this Lease for the remainder of the Term and rents, if any, which Landlord is able to collect from another tenant for the Premises during the remainder of the Term ("Rental Deficiency"). Landlord may file suit to recover any sums falling due under the terms of this Lease from time to time, and no delivery to or recovery by Landlord of any portion of the sums owed to Landlord by Tenant under this Lease shall be a defense in any action to recover any amount not previously reduced to judgment in favor of Landlord. Without obligation to do so, Landlord may use reasonable efforts to relet the Premises on such terms and conditions and to such parties as Landlord, in Landlord's sole discretion, may determine (including a term different from the Term, rental concessions, and alterations and improvements to the Premises). Landlord shall not be required to relet for less than fair market rental value or be required to relet to a tenant (or for a use) which is not in keeping with the character of the Premises. Landlord shall in no event be liable in any manner, nor shall Tenant's obligations hereunder be diminished, by the failure of Landlord to relet the Premises or, in the event of reletting, to collect rent thereunder. No refusal or failure to relet or failure to collect rental will release or affect Tenant's liability for damages or otherwise under this Lease. Any sums received by Landlord through reletting shall reduce the sums owing by Tenant to Landlord, but Tenant shall not be entitled to any excess of any sums obtained by reletting over and above a credit for the Rent provided in this Lease under any circumstances. No taking of possession or reletting of the Premises or any other action or omission to act by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous default. Upon a termination of this Lease by Landlord following an Event of Default, in addition to the preceding amounts, Landlord shall be entitled to immediately recover as damages a sum equal to the difference between (y) the total Rent due under this Lease for the remainder of the Term, and (z) the then fair market rental value (which phrase shall, for purposes hereof, mean the rental rate that would be received from a comparable tenant for a comparable lease for premises and other properties of equivalent quality, size, condition and location as the Premises, taking into account any free rent or other concessions that are generally prevailing in the marketplace at the time of such determination, market conditions, and the period of time the Premises may reasonably be expected to remain vacant before Landlord is able to relet the Premises to a suitable new tenant) of the Premises during such period, discounted to present value at a rate to be determined by Landlord in its sole discretion ("Discounted Future Rent"). In such event, Landlord shall have no obligation to relet the Premises or to apply any rentals received by Landlord as a result of any reletting to Tenant's obligations under this Lease; and the aggregate amount of all damages due to Landlord, including the Discounted Future Rent, shall be immediately due and payable to Landlord within five (5) Business Days after demand.

Failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take action as might be lawful or authorized hereunder, either in law or in equity. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies.

24. No Waiver. No act or thing done by Landlord or its agents during the term hereof shall be deemed an acceptance of a surrender of the Premises. The acceptance of Rent by Landlord with knowledge of the breach of any covenant contained in this Lease and/or the failure of Landlord to enforce any of the rules and regulations against Tenant (or any other tenant) shall not be deemed a waiver. Any agreement to accept a surrender of the Premises or accept a waiver of said covenants, rules and regulations by Landlord shall not be valid unless made in writing and signed by Landlord. The mention in this Lease or the pursuit of any particular remedy shall not preclude Landlord from any other remedy Landlord might have, either in law or in equity.

25. Subordination to Mortgages; Estoppel Certificate. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, ground lease or other lien presently existing or hereafter arising upon the Premises or upon the Building and to any renewals, modifications, refinancings and extensions thereof (any such mortgage, deed of trust, lease or other lien being hereinafter referred to as a "Mortgage", and the person or entity having the benefit of same being referred to hereinafter as a "Mortgagee"), but Tenant agrees that any such Mortgagee shall have the right at any time to subordinate such Mortgage to this Lease on such terms and subject to such conditions as such Mortgagee may deem appropriate in its discretion. This clause shall be self-operative and no further instrument of subordination shall be required. However, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Mortgage, and Tenant agrees upon demand to execute such further instruments subordinating this Lease, acknowledging the subordination of this Lease or attorning to the holder of any such Mortgage as Landlord may request. The terms of this Lease are subject to approval by the Landlord's existing lender(s) and any lender(s) who, at the time of the execution of this Lease, have committed or are considering committing to Landlord to make a loan secured by all or any portion of the Building or the underlying real estate and such approval is a condition precedent to Landlord's obligations hereunder. If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, then if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest. Tenant agrees that it will from time to time upon request by Landlord and, within ten (10) business days of the date of such request, execute and deliver to such persons as Landlord shall request an estoppel certificate or other similar statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid, stating that Tenant is unaware of any default of Landlord hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

26. Miscellaneous.

- (a) If any term or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- (b) The terms and conditions listed in this contract, any attachments to this contract and any future amendments to this contract serve as the total and complete contract between the parties. No terms and conditions that fall outside the contract, attachments to the contract or amendments shall be construed as being a part of the contract. Any amendment to this Agreement must be in writing and signed by both parties.
- (c) The Laws of the State of Oklahoma will be used to interpret this contract. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.
- (d) The Landlord is covered by the Oklahoma Tort Claims Act at 51 O.S. Sec. 151 *et seq.* Any claims for damages against the Landlord (agents, employees, etc...) must be filed and comply with the requirements of the Oklahoma Tort Claims Act.
- (e) All contracts with the Landlord are governed by the Oklahoma Open Records Act. Unless there is an exception in the Act, the records we received are open for public inspection, review and mechanical reproduction.
- (f) Confidentiality clauses should be minimal in usage.
- (g) This agreement does not create a partnership of any kind between the Tenant and the Landlord.
- (h) In the event Tenant is a corporation (including any form of professional association), partnership (general or limited), or other form of organization other than an individual (each such entity is individually referred to herein as an "Organizational Entity"), then each individual executing or attesting this Lease on behalf of Tenant hereby covenants, warrants and represents: (1) that such individual is duly authorized to execute or attest and deliver this Lease on behalf of Tenant in accordance with the organizational documents of Tenant; (2) that this Lease is binding upon Tenant; and (3) that Tenant is duly organized and legally existing in the state of its organization, and is qualified to do business in the state in which the Premises is located.
- (g) Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Notwithstanding anything to the contrary contained in this Lease, the expiration of the Lease Term, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations accruing prior to the expiration of the Lease Term, and such obligations shall survive any such expiration or other termination of the Lease Term.
- (h) Both parties agree the Laws of the State of Oklahoma will be used to interpret this contract. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

- (i) The headings and titles to the paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof.
- (j) Any renewal of this lease shall be in writing and executed by both parties.

27. Improvements. Tenant accepts the premise "as is," and is responsible for all repairs and improvements necessary to obtain a City of Midwest City Permanent Certificate of Occupancy unless otherwise noted hereinabove.

- (a) Landlord acknowledges Tenant's plans for other improvements as described in Exhibit B. Tenant is responsible for all aspects of any improvements including design, permitting, construction and any subsequent maintenance of said improvements as required by the manufacturer.
- (b) Landlord's management must review and approve improvement plans prior to the Tenant seeking a permit. Such approval does not constitute approval by the City of Midwest City's Engineering & Inspection Services Department.
- (c) Tenant shall keep a maintenance record of any installed equipment which the Landlord can examine at any time with reasonable notice.

28. Entire Agreement. This Lease Agreement, including the following Exhibits:

- | | |
|------------------|--|
| <u>Exhibit A</u> | - Current Floor Plan |
| <u>Exhibit B</u> | - Tenant Improvements and Broker Commission Paid by Tenant |
| <u>Exhibit C</u> | - Memorandum of Commencement Date |
| <u>Exhibit D</u> | - Rules and Regulations |

constitutes the entire agreement between the parties hereto with respect to the subject matter of this Lease and supersedes all prior agreements and understandings between the parties related to the Premises, including all lease proposals, letters of intent and similar documents. TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT LANDLORD HAS NOT MADE AND IS NOT MAKING, AND TENANT, IN EXECUTING AND DELIVERING THIS LEASE, IS NOT RELYING UPON, ANY WARRANTIES, REPRESENTATIONS, PROMISES OR STATEMENTS, EXCEPT TO THE EXTENT THAT THE SAME ARE EXPRESSLY SET FORTH IN THIS LEASE. ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THE PARTIES ARE MERGED IN THIS LEASE WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE AGREEMENT OF THE PARTIES, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION NOT EMBODIED IN THIS LEASE. THIS LEASE MAY BE MODIFIED ONLY BY A WRITTEN AGREEMENT SIGNED BY LANDLORD AND TENANT. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, ALL OF WHICH ARE HEREBY WAIVED BY TENANT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

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

LANDLORD:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Exhibit A
Current Floor Plan**

1" = ± 10'

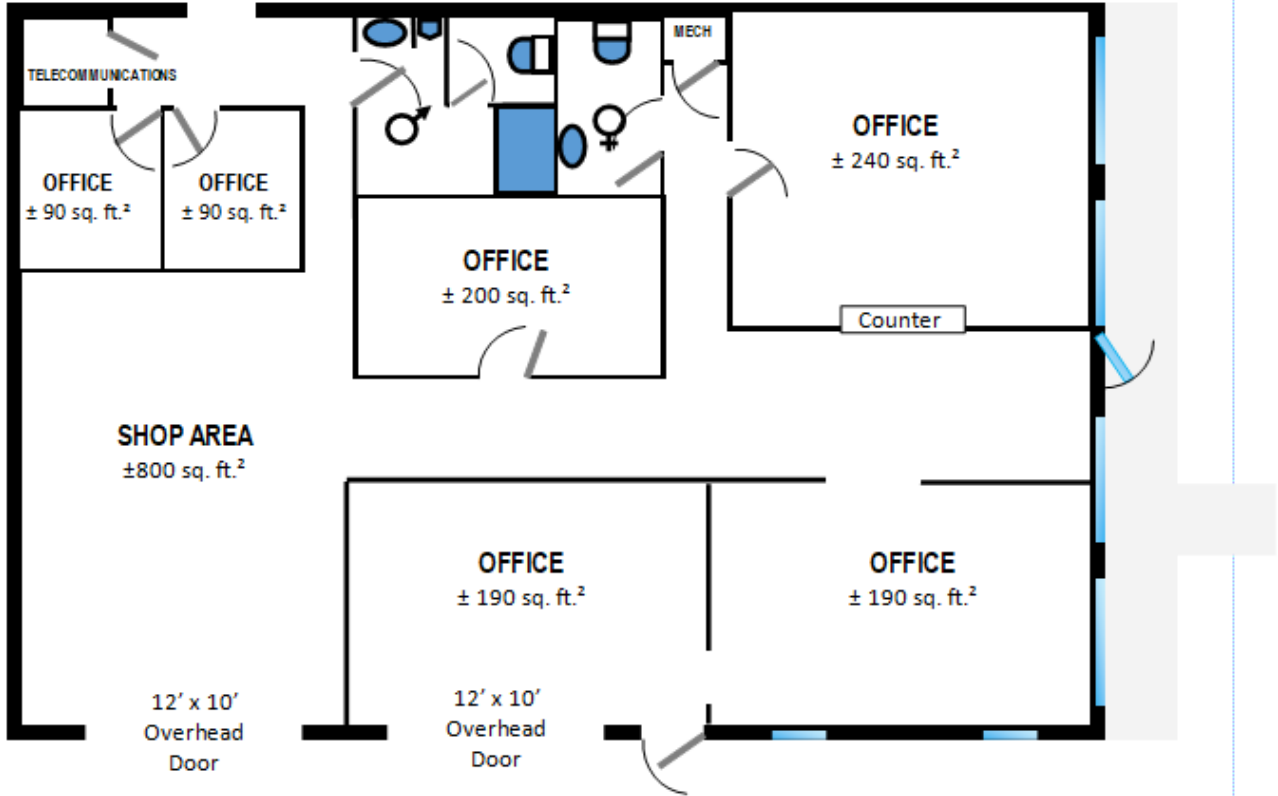


Exhibit B
Tenant Improvements

1. Purchase and installation of grease trap(s) in accordance with the City of Midwest City standards and codes*
2. Purchase and installation of a ± 36" electric or natural gas fired griddle.
3. Purchase and installation of a ± 36" electric or natural gas fired grill.
4. Purchase and installation of a four burner electric or natural gas range.
5. Purchase and installation of an ANSIL fire suppression system if required by City Code.
6. Purchase and installation of a hand washing station.
7. Purchase and installation of a three-compartment sink.
8. Purchase and installation of a dishwasher and related equipment.
9. Required modifications to any existing conditions to comply with the Americans with Disabilities Act*
10. Required interior or exterior improvements of any kind beyond those noted above that are deemed necessary to obtain a City of Midwest City Certificate of Occupancy*

Improvements highlighted with an asterisk (*) are subject to these additional requirements:

- A. Must be approved by a City of Midwest City representative prior to installation.
- B. Must be new and in original packaging with original operator's manual, warranty information if applicable.
- C. Must be inspected by a City represented prior to use.
- D. Tenant may submit receipts for professional design, labor and materials for any improvement identified (*) hereinabove. The Landlord shall credit the Tenant equal compensation for rent once the equipment is functional, receipts are submitted, and all requirements are met.
- E. Must remain with Property upon Tenant's departure.

Exhibit C

Commencement Letter

THIS MEMORANDUM OF COMMENCEMENT DATE is entered into on this ____ day of _____, 2023, by and between the City of Midwest City, OK ("Landlord") and Psycho Tacos LLC ("Tenant").

A. Pursuant to the provisions of Paragraph 1 (i) of the Lease, Landlord and Tenant have agreed to execute this Memorandum of Commencement to specify the Commencement and Termination Dates of the Lease Term.

NOW THEREFORE, the parties confirm and agree that all references in the Lease to the dates listed below shall be the actual dates listed below and shall prevail over those dates originally listed in the Lease if different than the original dates.

- 1. Landlord delivered possession of the Property, Premises and Building on _____ ;
- 2. Tenant occupied the Property, Premises and Building on _____ ;
- 3. The Commencement Date as defined in the Lease is _____ ; and
- 4. The Lease shall terminate on _____ ("Termination Date") unless extended or sooner terminated as provided in the Lease.

B. Definitions. Capitalized terms used in this Memorandum of Commencement Date without definition shall have the meanings assigned to such terms in the Lease, unless the context requires otherwise.

C. Full Force and Effect. Except as specifically modified by this Memorandum of Commencement Date, the Lease remains in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Commencement Date as of the date and year last written below.

LANDLORD:

TENANT:

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Exhibit D

Rules and Regulations

1. The Building is a smoke-free, non-vaping workplace and no tobacco or marijuana use is allowed. Tenant will not permit smoking by its employees, invitees, or other persons in the Premises, and will cooperate with Landlord in causing the use of the designated smoking areas for such purpose.
2. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the leased premises and for going from one to another part of the building.
3. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by Tenant, and Landlord shall not in any case be responsible for such misuse.
4. Except as otherwise provided in the Lease, no signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other part of the building, except of such color, size and style and in such places as shall be first approved in writing by Landlord.
5. Tenants shall not do, or permit anything to be done in or about the Building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.
6. Landlord shall have the power to prescribe the weight and position of iron safes or other heavy equipment, which shall in all cases, to distribute weight, stand on plank strips at least two inches thick. Any damage to the building caused by installation or removal of Tenant's property, or done by Tenant's property while in the building, shall be repaired at the expense of tenant.
7. Tenant shall notify the building manager when safes or other heavy equipment are to be taken in or out of the building, and the moving shall be done under the supervision of the building manager, after written permit from Landlord. Persons employed to move such property shall be approved by Landlord.
8. Corridor doors, when not in use, shall be kept closed.
9. Tenant shall cooperate with Landlord's employees in keeping the Premises and Common Areas neat and clean.
10. To ensure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc., shall be delivered to the Premises, except by persons appointed or approved in writing by Landlord.
11. Landlord shall be entitled to direct placement of all wiring for telephone, computer, or other communications systems or services, and to determine how wires are to be introduced and placed. Electric current shall not be used for power or heating without Landlord's prior written permission.
12. Landlord shall, at reasonable hours, have the right to enter the Premises, to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to prospective tenants.

13. Tenant shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.
14. Except for service animals or approved support animals for persons with disabilities, no animals are allowed (even temporarily) anywhere in or about the Property without prior written authorization from the Landlord. Care and feeding of stray or unauthorized animals or pets is prohibited.
15. No machinery of any kind, other than standard office equipment, shall be operated on the Premises without the prior written consent of Landlord, nor shall Tenant use or keep in the building any inflammable or explosive fluid or substance.
16. Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needed for the safety, protection, care and cleanliness of the building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees.



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

To: Honorable Mayor and Council

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

Date: July 25th, 2023

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230351 from the State Department of Environmental Quality for the Hidden Creek 9-hole golf course located at 3210 Belaire Drive, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055230351 for the construction of 1,740 linear feet of six (6) inch PVC raw water transmission line, 55 linear feet of eight (8) inch PVC raw water transmission line, 339 linear feet of eight (8) inch HDPE raw water transmission line at the Hidden Creek 9-hole golf course located at 3210 Belaire Drive, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

July 10, 2023

Mr. Tim Lyon, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. WL000055230351
Well No. 24 Raw Water Main Relocation
Facility No. 1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055230351 for the construction of 1,740 linear feet of six (6) inch PVC raw water transmission line, 55 linear feet of eight (8) inch PVC raw water transmission line, 339 linear feet of eight (8) inch HDPE raw water transmission line, and all other appurtenances to serve the Well No. 24 Raw Water Main Relocation, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 10, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.
Construction Permit Section
Water Quality Division

AS/RB/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Brandon Wall, P.E., Wall Engineering, LLC

PERMIT No. WL000055230351

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

July 10, 2023

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 1,740 linear feet of six (6) inch PVC raw water transmission line, 55 linear feet of eight (8) inch PVC raw water transmission line, 339 linear feet of eight (8) inch HDPE raw water transmission line, and all other appurtenances to serve the Well No. 24 Raw Water Main Relocation, located in NE/4 of Section 34, T-12-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 10, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line does not provide fire flow.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000055230351

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AS

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 25, 2023

SUBJECT : Discussion, consideration, and possible action of approving Change Order #02 for -\$3,370.70 with Oklahoma Department of Transportation for TAP-255D(326)AG, State Job Number 31433(04), Midwest City Elementary School Connector Trail.

The attached change order is for the Midwest City Elementary School Connector Trail recently completed between West Palmer Loop Trail and Midwest City Elementary. The final quantity change order is routine and shows all the contractual pay items of the project. After the final quantity change order, it then goes to ODOT auditing for final close out.

This change order is not expected to exceed the balance of the escrow funds already in ODOT's possession.

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

Attachment

**Oklahoma Department of Transportation
Final Quantity Change Order**

Contract ID	220172	Primary County	OKLAHOMA	Primary PCN	31433(04)
Change Order Nbr	002	Project	TAP-255D(326)AG		
Contract Description	PEDESTRIAN IMPROVEMENTS (TRAIL CONSTRUCTION) PALMER LOOP TRAIL ELEMENTARY SCHOOL CONNECTOR: FROM MIDWEST BOULEVARD, EXTEND EAST IN THE CITY OF MIDWEST CITY. PROJECT LENGTH = 0.070 MILE				
Change Order Type	SUPPLEMENTAL AGREEMENT				
Zero Dollar Change Order	NO	Status	Pending		

General Change Order Description(s): This change order establishes the final quantity for each item on the original contract and for those items added by change order during the course of the construction work. Associated with each item is a justification for those items which deviated from the original plan quantity or from the quantity established by a previous change. The information presented in this final quantity change order addresses contract pay items only. Penalties, disincentives, or other adjustments associated with this contract will be identified on the final estimate.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
31433(04)	0010	0100	202(A)2200	CY	\$20.00	283.80	283.80	-136.74	147.06	
	Item Description:		UNCLASSIFIED EXCAVATION						This Change:	\$-2,734.80
	Supplemental Description 1:								Prev Revised:	\$5,676.00
	Supplemental Description 2:								Final Amount:	\$2,941.20
									Bid Contract:	\$5,676.00
									Net Change:	\$-2,734.80
									PCT Change:	-48.18 %
	Explanations:		These line items, per plan, included additional quantities to cover "if needed" work. This extra work based on site conditions was not needed. These line items will be changed from PPQ to measured items.							
31433(04)	0020	0100	202(D)2500	CY	\$30.00	108.70	108.70	-100.00	8.70	
	Item Description:		UNCLASSIFIED BORROW						This Change:	\$-3,000.00
	Supplemental Description 1:								Prev Revised:	\$3,261.00
	Supplemental Description 2:								Final Amount:	\$261.00
									Bid Contract:	\$3,261.00
									Net Change:	\$-3,000.00
									PCT Change:	-91.99 %
	Explanations:		These line items, per plan, included additional quantities to cover "if needed" work. This extra work based on site conditions was not needed. These line items will be changed from PPQ to measured items.							
31433(04)	0030	0100	221(B)2300	LF	\$22.00	65.00	65.00	0.00	65.00	
	Item Description:		TEMPORARY SILT FENCE						This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$1,430.00
	Supplemental Description 2:								Final Amount:	\$1,430.00
									Bid Contract:	\$1,430.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	0040	0100	230(A)7200	SY	\$17.00	389.10	703.67	0.00	703.67	
	Item Description:		SOLID SLAB SODDING						This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$11,962.39
	Supplemental Description 2:								Final Amount:	\$11,962.39
									Bid Contract:	\$6,614.70
									Net Change:	\$5,347.69
									PCT Change:	80.84 %

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0050	0100	240(A)2210	EA	\$1,300.00	3.00	3.00	0.00	3.00	
	Item Description: REMOVING TREES 13" TO 18" IN DIAMETER								This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$3,900.00
	Supplemental Description 2:								Final Amount:	\$3,900.00
									Bid Contract:	\$3,900.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0060	0100	303(A)1200	CY	\$75.00	77.30	77.30	1.55	78.85	
	Item Description: AGGREGATE BASE TYPE A								This Change:	\$116.25
	Supplemental Description 1:								Prev Revised:	\$5,797.50
	Supplemental Description 2:								Final Amount:	\$5,913.75
									Bid Contract:	\$5,797.50
									Net Change:	\$116.25
									PCT Change:	2.00 %
	Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.									
31433(04)	0070	0100	310(B)5300	SY	\$2.00	463.60	463.60	0.00	463.60	
	Item Description: SUBGRADE, METHOD B								This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$927.20
	Supplemental Description 2:								Final Amount:	\$927.20
									Bid Contract:	\$927.20
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0080	0100	325 0100	SY	\$3.00	100.00	0.00	0.00	0.00	
	Item Description: SEPARATOR FABRIC								This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$0.00
	Supplemental Description 2:								Final Amount:	\$0.00
									Bid Contract:	\$300.00
									Net Change:	-\$300.00
									PCT Change:	-100 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0090	0100	326(B)1300	SY	\$6.00	100.00	0.00	0.00	0.00	
	Item Description: GEOGRID REINFORCEMENT								This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$0.00
	Supplemental Description 2:								Final Amount:	\$0.00
									Bid Contract:	\$600.00
									Net Change:	-\$600.00
									PCT Change:	-100 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0100	0100	609(C)4410	LF	\$32.00	46.80	46.80	108.20	155.00	
	Item Description: CONCRETE HEADER CURB (8"X 18")								This Change:	\$3,462.40
	Supplemental Description 1:								Prev Revised:	\$1,497.60
	Supplemental Description 2:								Final Amount:	\$4,960.00
									Bid Contract:	\$1,497.60

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change	
									Net Change:	\$3,462.40	
									PCT Change:	231.19 %	
	Explanations:	Extra curb was added to help retain dirt because the grade was higher than the trail.									
31433(04)	0110	0100	610(A)5210	SY	\$75.00	400.20	400.20	5.13	405.33		
	Item Description:	5" CONCRETE SIDEWALK								This Change:	\$384.75
	Supplemental Description 1:									Prev Revised:	\$30,015.00
	Supplemental Description 2:									Final Amount:	\$30,399.75
										Bid Contract:	\$30,015.00
										Net Change:	\$384.75
										PCT Change:	1.28 %
	Explanations:	The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.									
31433(04)	0120	0100	610(I)6000	SF	\$40.00	60.00	60.00	0.00	60.00		
	Item Description:	TACTILE WARNING DEVICE-NEW								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$2,400.00
	Supplemental Description 2:									Final Amount:	\$2,400.00
										Bid Contract:	\$2,400.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:	The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0130	0100	619(A)6200	LS	\$10,000.00	1.00	1.00	0.00	1.00		
	Item Description:	REMOVAL OF STRUCTURES & OBSTRUCTIONS								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$10,000.00
	Supplemental Description 2:									Final Amount:	\$10,000.00
										Bid Contract:	\$10,000.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:	The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0140	0100	619(B)6352	LF	\$20.00	45.10	45.10	0.00	45.10		
	Item Description:	REMOVAL OF FENCE								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$902.00
	Supplemental Description 2:									Final Amount:	\$902.00
										Bid Contract:	\$902.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:	The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0150	0100	619(B)6380	SY	\$10.00	17.40	17.40	-1.40	16.00		
	Item Description:	REMOVAL OF CONCRETE DRIVEWAY								This Change:	-\$14.00
	Supplemental Description 1:									Prev Revised:	\$174.00
	Supplemental Description 2:									Final Amount:	\$160.00
										Bid Contract:	\$174.00
										Net Change:	-\$14.00
										PCT Change:	-8.04 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within \$20,000 of the original item total cost.									
31433(04)	0160	0100	619(B)6400	LF	\$10.00	29.80	29.80	1.20	31.00		
	Item Description:	REMOVAL OF CURB								This Change:	\$12.00
	Supplemental Description 1:									Prev Revised:	\$298.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
			Supplemental Description 2:						Final Amount:	\$310.00
									Bid Contract:	\$298.00
									Net Change:	\$12.00
									PCT Change:	4.02 %
			Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.							
31433(04)	0170	0100	619(B)6404	SY	\$10.00	5.20	5.20	-2.53	2.67	
			Item Description: REMOVAL OF SIDEWALK						This Change:	-\$25.30
			Supplemental Description 1:						Prev Revised:	\$52.00
			Supplemental Description 2:						Final Amount:	\$26.70
									Bid Contract:	\$52.00
									Net Change:	-\$25.30
									PCT Change:	-48.65 %
			Explanations: Less sidewalk needed to be removed to construct the trail as per plan.							
31433(04)	0180	0100	624(E)3600	LF	\$60.00	54.60	0.00	0.00	0.00	
			Item Description: FENCE-STYLE CLF (4'HIGH, CLASS A)						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$0.00
			Supplemental Description 2:						Final Amount:	\$0.00
									Bid Contract:	\$3,276.00
									Net Change:	-\$3,276.00
									PCT Change:	-100 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	0190	0300	850(A)1200	SF	\$28.00	15.60	15.60	0.00	15.60	
			Item Description: SHEET ALUMINUM SIGNS						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$436.80
			Supplemental Description 2:						Final Amount:	\$436.80
									Bid Contract:	\$436.80
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	0200	0300	851(B)2305	LF	\$39.00	40.00	40.00	0.00	40.00	
			Item Description: 2"@3.65 GALV.STL.PIPE POST						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$1,560.00
			Supplemental Description 2:						Final Amount:	\$1,560.00
									Bid Contract:	\$1,560.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	0210	0300	854(A)6200	LF	\$6.00	64.00	64.00	0.00	64.00	
			Item Description: TRAFFIC STRIPE(PAINT)(4" WIDE)						This Change:	\$0.00
			Supplemental Description 1:						Prev Revised:	\$384.00
			Supplemental Description 2:						Final Amount:	\$384.00
									Bid Contract:	\$384.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	0220	0300	855(A)7208	LF	\$11.00	240.00	240.00	0.00	240.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
	Item Description:		TRAFFIC STRIPE(PLASTIC)(8" WIDE)						This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$2,640.00
	Supplemental Description 2:								Final Amount:	\$2,640.00
									Bid Contract:	\$2,640.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	0230	0300	880(B)6310	SD	\$2.00	60.00	60.00	-20.00	40.00	
	Item Description:		CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF						This Change:	-\$40.00
	Supplemental Description 1:								Prev Revised:	\$120.00
	Supplemental Description 2:								Final Amount:	\$80.00
									Bid Contract:	\$120.00
									Net Change:	-\$40.00
									PCT Change:	-33.33 %
	Explanations:		Traffic control and warning devices were placed as needed throughout the project. These quantities represent the final numbers.							
31433(04)	0240	0300	880(B)6320	SD	\$4.00	60.00	60.00	48.00	108.00	
	Item Description:		CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF						This Change:	\$192.00
	Supplemental Description 1:								Prev Revised:	\$240.00
	Supplemental Description 2:								Final Amount:	\$432.00
									Bid Contract:	\$240.00
									Net Change:	\$192.00
									PCT Change:	80.00 %
	Explanations:		Traffic control and warning devices were placed as needed throughout the project. These quantities represent the final numbers.							
31433(04)	0250	0300	880(E)6610	SD	\$6.00	360.00	360.00	-252.00	108.00	
	Item Description:		WARNING LIGHTS(TYPE C)						This Change:	-\$1,512.00
	Supplemental Description 1:								Prev Revised:	\$2,160.00
	Supplemental Description 2:								Final Amount:	\$648.00
									Bid Contract:	\$2,160.00
									Net Change:	-\$1,512.00
									PCT Change:	-70.00 %
	Explanations:		Traffic control and warning devices were placed as needed throughout the project. These quantities represent the final numbers.							
31433(04)	0260	0300	880(F)6700	SD	\$2.00	360.00	360.00	13.00	373.00	
	Item Description:		DRUMS						This Change:	\$26.00
	Supplemental Description 1:								Prev Revised:	\$720.00
	Supplemental Description 2:								Final Amount:	\$746.00
									Bid Contract:	\$720.00
									Net Change:	\$26.00
									PCT Change:	3.61 %
	Explanations:		Traffic control and warning devices were placed as needed throughout the project. These quantities represent the final numbers.							
31433(04)	0270	0300	880(H)6910	SD	\$2.00	960.00	960.00	-944.00	16.00	
	Item Description:		CONES(36" LARGE)						This Change:	-\$1,888.00
	Supplemental Description 1:								Prev Revised:	\$1,920.00
	Supplemental Description 2:								Final Amount:	\$32.00
									Bid Contract:	\$1,920.00
									Net Change:	-\$1,888.00
									PCT Change:	-98.33 %
	Explanations:		Traffic control and warning devices were placed as needed throughout the project. These quantities represent the final numbers.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change	
31433(04)	0280	0301	802(B)0324	LF	\$28.00	25.00	25.00	0.00	25.00		
	Item Description:		2" PVC SCH.40 PLASTIC CONDUIT TRENCHED							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$700.00
	Supplemental Description 2:									Final Amount:	\$700.00
										Bid Contract:	\$700.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31433(04)	0290	0301	802(C)0435	LF	\$110.00	65.00	65.00	0.00	65.00		
	Item Description:		3" HIGH DENSITY PE PIPE - BORED							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$7,150.00
	Supplemental Description 2:									Final Amount:	\$7,150.00
										Bid Contract:	\$7,150.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31433(04)	0300	0301	803(A)1210	EA	\$1,650.00	2.00	2.00	1.00	3.00		
	Item Description:		PULL BOX(SIZE I)							This Change:	\$1,650.00
	Supplemental Description 1:									Prev Revised:	\$3,300.00
	Supplemental Description 2:									Final Amount:	\$4,950.00
										Bid Contract:	\$3,300.00
										Net Change:	\$1,650.00
										PCT Change:	50.00 %
	Explanations:		An additional pull box was needed due to utility conflicts.								
31433(04)	0310	0301	804(A)2200	CY	\$2,200.00	6.00	6.00	0.00	6.00		
	Item Description:		STRUCTURAL CONCRETE							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$13,200.00
	Supplemental Description 2:									Final Amount:	\$13,200.00
										Bid Contract:	\$13,200.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31433(04)	0320	0301	804(B)2300	LB	\$3.30	888.00	888.00	0.00	888.00		
	Item Description:		REINFORCING STEEL							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$2,930.40
	Supplemental Description 2:									Final Amount:	\$2,930.40
										Bid Contract:	\$2,930.40
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:		The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.								
31433(04)	0330	0301	806(A)4244	EA	\$16,500.00	1.00	1.00	0.00	1.00		
	Item Description:		32'MH POLE,30'TS & 10'LMA(G.STL.)							This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$16,500.00
	Supplemental Description 2:									Final Amount:	\$16,500.00
										Bid Contract:	\$16,500.00
										Net Change:	\$0.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change	
									PCT Change:	0.00 %	
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0340	0301	806(A)4316	EA	\$14,300.00	1.00	1.00	0.00	1.00		
	Item Description:	POLE & 30' TS MST.ARM(G.STL.)								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$14,300.00
	Supplemental Description 2:									Final Amount:	\$14,300.00
										Bid Contract:	\$14,300.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0350	0301	809(A)7200	EA	\$2,200.00	1.00	1.00	0.00	1.00		
	Item Description:	ROADWAY LUMINAIRE								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$2,200.00
	Supplemental Description 2:									Final Amount:	\$2,200.00
										Bid Contract:	\$2,200.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0360	0301	810(A)8200	EA	\$275.00	1.00	1.00	0.00	1.00		
	Item Description:	SERVICE POLE								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$275.00
	Supplemental Description 2:									Final Amount:	\$275.00
										Bid Contract:	\$275.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0370	0301	811 9120	LF	\$6.00	200.00	200.00	0.00	200.00		
	Item Description:	1/C NO.6 ELECT.COND.								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$1,200.00
	Supplemental Description 2:									Final Amount:	\$1,200.00
										Bid Contract:	\$1,200.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0380	0301	811 9130	LF	\$4.00	300.00	300.00	0.00	300.00		
	Item Description:	1/C NO.10 ELECT.COND.								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$1,200.00
	Supplemental Description 2:									Final Amount:	\$1,200.00
										Bid Contract:	\$1,200.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
	Explanations:	The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31433(04)	0390	0301	834(A)6205	LF	\$9.00	220.00	220.00	0.00	220.00		
	Item Description:	5/C TRAFFIC SIGNAL ELECTRICAL CABLE								This Change:	\$0.00
	Supplemental Description 1:									Prev Revised:	\$1,980.00
	Supplemental Description 2:									Final Amount:	\$1,980.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
									Bid Contract:	\$1,980.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0400	0301	834(A)6210	LF	\$10.00	110.00	110.00	0.00	110.00	
									This Change:	\$0.00
									Prev Revised:	\$1,100.00
									Final Amount:	\$1,100.00
									Bid Contract:	\$1,100.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0410	0301	834(B)6300	LF	\$5.00	110.00	110.00	0.00	110.00	
									This Change:	\$0.00
									Prev Revised:	\$550.00
									Final Amount:	\$550.00
									Bid Contract:	\$550.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0420	0301	850(A)1200	SF	\$28.00	33.00	33.00	0.00	33.00	
									This Change:	\$0.00
									Prev Revised:	\$924.00
									Final Amount:	\$924.00
									Bid Contract:	\$924.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0430	0301	850(C)1400	SF	\$95.00	64.00	64.00	0.00	64.00	
									This Change:	\$0.00
									Prev Revised:	\$6,080.00
									Final Amount:	\$6,080.00
									Bid Contract:	\$6,080.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0440	0301	851(B)2305	LF	\$39.00	50.00	50.00	0.00	50.00	
									This Change:	\$0.00
									Prev Revised:	\$1,950.00
									Final Amount:	\$1,950.00
									Bid Contract:	\$1,950.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
									Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0450	0301	855(A)7200	LF	\$6.00	350.00	350.00	0.00	350.00	
									This Change:	\$0.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change	
										Supplemental Description 1: Supplemental Description 2:	Prev Revised: \$2,100.00 Final Amount: \$2,100.00 Bid Contract: \$2,100.00 Net Change: \$0.00 PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0460	0301	855(A)7208	LF	\$11.00	144.00	144.00	0.00	144.00	Item Description: TRAFFIC STRIPE(PLASTIC)(8" WIDE) Supplemental Description 1: Supplemental Description 2:	This Change: \$0.00 Prev Revised: \$1,584.00 Final Amount: \$1,584.00 Bid Contract: \$1,584.00 Net Change: \$0.00 PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0470	0301	855(A)7216	LF	\$33.00	44.00	44.00	0.00	44.00	Item Description: TRAFFIC STRIPE(PLASTIC)(24" WIDE) Supplemental Description 1: Supplemental Description 2:	This Change: \$0.00 Prev Revised: \$1,452.00 Final Amount: \$1,452.00 Bid Contract: \$1,452.00 Net Change: \$0.00 PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0480	0301	857(F)9700	LF	\$2.00	250.00	250.00	0.00	250.00	Item Description: PAVEMENT MRKNG.REMOVAL(TRAF.STRP) Supplemental Description 1: Supplemental Description 2:	This Change: \$0.00 Prev Revised: \$500.00 Final Amount: \$500.00 Bid Contract: \$500.00 Net Change: \$0.00 PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0490	0301	890 1100	LS	\$33,000.00	1.00	1.00	0.00	1.00	Item Description: (PL)TRAFFIC ITEMS Supplemental Description 1: Supplemental Description 2:	This Change: \$0.00 Prev Revised: \$33,000.00 Final Amount: \$33,000.00 Bid Contract: \$33,000.00 Net Change: \$0.00 PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	
31433(04)	0500	0600	642(B)3300	LS	\$3,000.00	1.00	1.00	0.00	1.00	Item Description: CONSTRUCTION STAKING LEVEL II Supplemental Description 1: Supplemental Description 2:	This Change: \$0.00 Prev Revised: \$3,000.00 Final Amount: \$3,000.00 Bid Contract: \$3,000.00 Net Change: \$0.00 PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuiltd Qty	Amount of Change
31433(04)	0510	0640	641 2100	LS	\$10,000.00	1.00	1.00	0.00	1.00	
	Item Description:		MOBILIZATION						This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$10,000.00
	Supplemental Description 2:								Final Amount:	\$10,000.00
									Bid Contract:	\$10,000.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuiltd quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	8000	0100	624(E)3620	LF	\$81.27	0.00	55.00	0.00	55.00	
	Item Description:		FENCE-STYLE CLF (6'HIGH, CLASS A)						This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$4,470.12
	Supplemental Description 2:								Final Amount:	\$4,470.12
									Bid Contract:	\$0.00
									Net Change:	\$4,470.12
									PCT Change:	100.00 %
	Explanations:		The final asbuiltd quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	8001	0100	230(A)7200	SY	\$-1.70	0.00	217.29	0.00	217.29	
	Item Description:		SOLID SLAB SODDING						This Change:	\$0.00
	Supplemental Description 1:		Major Pay Item Overrun Adjustment LI 0040						Prev Revised:	-\$369.39
	Supplemental Description 2:		Quantities in excess of 125% of bid qty (486.38 SY)						Final Amount:	-\$369.39
									Bid Contract:	\$0.00
									Net Change:	-\$369.39
									PCT Change:	100.00 %
	Explanations:		The final asbuiltd quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31433(04)	8002	0901	850(A)1200	SF	\$71.43	0.00	21.00	0.00	21.00	
	Item Description:		SHEET ALUMINUM SIGNS						This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$1,500.03
	Supplemental Description 2:								Final Amount:	\$1,500.03
									Bid Contract:	\$0.00
									Net Change:	\$1,500.03
									PCT Change:	100.00 %
	Explanations:		The final asbuiltd quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

TOTAL VALUE FOR CHANGE ORDER 002 : \$-3,370.70

Contract ID	220172	Primary County	OKLAHOMA	Primary PCN	31433(04)
Change Order Nbr	002	Project	TAP-255D(326)AG		

Prime Contractor's Section

As the duly authorized representative of RUDY CONSTRUCTION CO., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

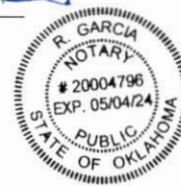
[Signature]
Signature

Doug Walker
Name (Printed)

President
Company Title

Subscribed and sworn before me this 28 day of June year of 2023

My commission expires 06/04/24



[Signature]
Notary Public

20004796
Commission Number

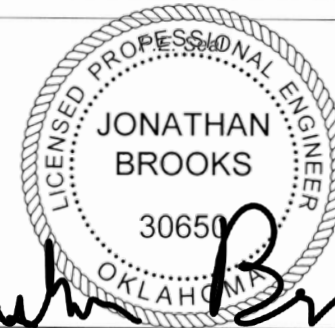
Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

Residency Administration(R)
Field Division Administration(R)
Construction Administration(R)
Central Office Administration(R)

Department Personnel
Brooks, Jonathan
January, Trenton
McIntosh, Derek Lee
Leonard, John B.

Approval Date



[Signature]
Signature
June 29, 2023

Contract ID	220172	Primary County	OKLAHOMA	Primary PCN	31433(04)
Change Order Nbr	002	Project	TAP-255D(326)AG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

City/County Official

Date Acknowledged



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 25, 2023

SUBJECT : Discussion, consideration, and possible action of approving Change Order #03 with the Oklahoma Department of Transportation for TAP-255D(510)AG, State Job Number 33269(04), Rail with Trail for \$0.00.

The attached change order is for the Rail with Trail project known as Bomber Rail Trail Phase 2/3. This change order is addressing to add 64 days to the construction contract. This time is needed because of poor sub-surface conditions in the area of Air Depot in relation to the planned retaining wall for the trail.

No funds are being sought with this change order.

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

Attachment

**Oklahoma Department of Transportation
Change Order**

Contract ID	220321	Primary County	OKLAHOMA	Primary PCN	33269(04)
Change Order Nbr	003	Project	TAP-255D(510)AG		
Contract Description	PEDESTRIAN IMPROVEMENTS (TRAIL CONSTRUCTION) RAILROAD TRAIL: FROM QUINLAN PARK, EXTEND SOUTHEAST IN MIDWEST CITY. PROJECT LENGTH = 1.016 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	Status	Pending		

General Change Order Description(s): This change order seeks to add 64 days to this contract for the work needed to de-muck and stabilize a large drainage channel located in the critical path of this contract where the plans call for a retaining wall to be built between Sta. 33+30 and 34+50. This area was identified in the plans as needing a geotechnical report to identify the means of supporting the retaining wall. This report was not available to the contractor prior to starting work in the area and was brought to the attention of the City of Midwest City. Conversations were held between ODOT, Rudy Construction, and the City of MWC and ultimately the City of MWC brought in a geotechnical firm to find a solution for stabilizing the drainage channel; however, this ultimately resulted in a total of 64 days of lost time for the contractor. Notice of delay from the contractor was 03/28/23 and the NTP was 05/30/23 from the City of Midwest City for a total of 64 days. This compensates the contractor for all time associated with this delay. Compensation for additional work required will be on a future change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
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TOTAL VALUE FOR CHANGE ORDER 003 : \$0.00

Contract Time Adjustments

Adjusted No. of Days: 64.00

Explanation: This change order adds 64 days to the contract to compensate the contractor for stand-by time waiting for the City of Midwest City to come to a decision on how to proceed with the stabilization of the drainage basin. The time was calculated based on the original notice of work stoppage (03/28/23) and the notice to proceed from MWC (05/30/23).

Contract ID	220321	Primary County	OKLAHOMA	Primary PCN	33269(04)
Change Order Nbr	003	Project	TAP-255D(510)AG		

Prime Contractor's Section

As the duly authorized representative of RUDY CONSTRUCTION CO., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

Signature *Name (Printed)* *Company Title*

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

Notary Public *Commission Number*

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by: *P.E. Seal*

Residency Administration(R)	Department Personnel	Approval Date
Field Division Administration(R)	Brooks, Jonathan	
Construction Administration(R)	January, Trenton	
Central Office Administration(R)	McIntosh, Derek Lee	
	Leonard, John B.	

Signature

Contract ID	220321	Primary County	OKLAHOMA	Primary PCN	33269(04)
Change Order Nbr	003	Project	TAP-255D(510)AG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

_____ *City/County Official*

_____ *Date Acknowledged*



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

To: Honorable Mayor and Council

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

Date: July 25th, 2023

Subject: Discussion, consideration, and possible action of the Granting of a Permanent Easement covering a sanitary sewer extension to the City of Oklahoma City for the Midwest City Sports Complex located at 9300 S.E. 29th Street located in the corporate limits of the City of Oklahoma City.

This proposal is for dedicating an utility easement that covers a sanitary sewer main extension that is required in the Midwest City Sports Complex located at 9300 S.E. 29th Street.

Patrick Menefee, P.E.,
City Engineer
Attachments

The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
SB-2021-00002

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF MIDWEST CITY, its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF OKLAHOMA CITY**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in Oklahoma County, Oklahoma, shown on **Attachment "A" ("Subject Property")** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Utility Systems") and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems.
4. This Permanent Easement does not create an obligation upon the Grantees to construct the Utility Systems, or provide services or functions. Once the Utility System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Utility System in accordance with Grantees' standards and policies.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

THE CITY OF MIDWEST CITY

Dated this ____ day of _____, 20__.

By: _____

Matthew Dukes, Mayor

STATE OF OKLAHOMA, COUNTY OF _____, SS.

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____, as _____ of _____.

My Commission Expires: _____

Notary Public

My Commission No. _____

ACCEPTED by The City of Oklahoma City
this ____ day of _____, 20__.

REVIEWED for form and legality

Assistant Municipal Counselor

City Clerk

PERMANENT EASEMENT

MWC Sports Complex Sewer Line Easement Legal Description

A part of Section Thirteen (13), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, and being more particularly described as follows:

Commencing at the north west corner of Section Thirteen (13), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma;

**thence North 89°46'41" East along said Section Thirteen (13) a distance of 1516.15 feet; thence South 00°00'00" West a distance of 1645.14 feet to the point or place of beginning
thence continuing South 00°00'00" West a distance of 43.62 feet;
thence South 66°41'35" East a distance of 1565.11 feet;
thence North 00°00'00" East a distance of 62.13 feet;
thence North 66°41'35" West a distance of 213.25 feet;
thence North 46°39'30" West a distance of 133.56 feet;
thence North 90°00'00" West a distance of 158.75 feet;
thence North 66°41'35" West a distance of 1073.90 feet
to the point or place of beginning.**



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

To: Honorable Mayor and Council

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

Date: July 25th, 2023

Subject: Discussion, consideration, and possible action of the revision of Ordinance 3482 and Resolution 2022-10 concerning an error in the legal description outlining PC-2113's rezoning boundary for the proposed S.E. 29th Street Apartments located at 9309 S.E. 29th Street located in the corporate limits of the City of Midwest City.

This proposal is for correcting the legal description outlining the boundary of the above Ordinance, Resolution, and Planning Commission paperwork. The legal description outlines the boundary of the proposed S.E. 29th Street Apartments located at 9309 S.E. 29th Street located in the corporate limits of the City of Midwest City.

Patrick Menefee, P.E.,
City Engineer
Attachments

Original with Incorrect Legal Description

1 PC-2113

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ORDINANCE NO. 3482

AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That the zoning district of the following described property is hereby reclassified to PUD, Planned Unit Development, subject to the conditions contained in the PC-2113 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the property's zoning district as specified in this ordinance:

Tract 1

A part of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, lying South of the Oklahoma City, Ada Atoka Railroad right-of-way more particularly described as follows:

Beginning at a point on the South line of said SW/4 that is 730.75 feet West of the Southeast corner of said SW/4 SW/4;

Thence West along said South line to a point that is 346.10 feet East of the Southwest corner of said SW/4;

Thence North and parallel with the West line of said SW/4 a distance of 327.90 feet to a point on the Southerly right-of-way line of the Oklahoma City, Ada & Atoka Railroad;

Thence Northeasterly along the Southerly right-of-way line to a point that is 730.75 feet West of the East line of said SW/4 SW/4;

Thence South a distance of 424 feet to the South line of said SW/4 being the point or place of beginning.

And,

A part of the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Southwest corner of the SW/4 of said Section 9;

Thence N. 00° 10'19" W., along the West line of the SW/4 of said Section 9, a distance of 394.52 feet to the North Right-of-way line of the abandoned O.C.A.&A. Railroad;

Thence N. 70°30'24" E., along the North Right-of-way line of said O.C.A.&A. Railroad, a distance of 261.05 feet;

Thence S. 19° 29'36" E., along the North Right-of-way line, a distance of 50.00 feet to a point in a curve; thence Northeasterly along the said North Right-of-way line on a curve to the right having a radius of 1996.11 feet: and whose chord bears N. 75° 32'36" E., an arc distance of 338.83 feet to a point that is 590.80 feet East of the West line of the SW/4 of said Section 9;

Thence S. 00°10'19" E., and parallel to the West line of the SW/4 of said Section 9, a distance of 101.48 feet to the South Right-of-way line of the abandoned O.C.A.&A. Railroad;

Thence Southwesterly along the said South Right-of-way line on a curve to the left having a radius of 1896.11 feet and whose chord bears S. 75°58'24" W., an arc distance of 252.28 feet; thence S. 00°10'19" E., and parallel to the West line of the SW/4 of said Section 9, a distance of 361.46 feet to the South line of the SW/4 of said Section 9; Thence N. 89°09'40" W., along the South line of the SW/4 of said Section 9, a distance of 346.10 feet to the point or place of beginning.

The East 200 feet of the West 1000 feet of Block Two (2) in SOUTH SIDE ADDITION to Marion, Oklahoma, Oklahoma County, Oklahoma, being more particularly described

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as follows:
Beginning at a point 33 feet North and 800 feet East of the Southwest corner of Southeast Quarter (SE/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma; thence North and parallel to the West line of said Quarter Section 525.1 0 feet to the Section line of said Block 2, SOUTH SIDE ADDITION to Marion, Oklahoma; thence Easterly along said North line 200 feet; thence South and parallel with the West line of said Quarter Section 523.80 feet to the South line of said Block 2; thence Westerly along said South line 200 feet to the point of beginning;

And,
The East 150 feet of the West 800 feet of Block Two (2), in SOUTH SIDE ADDITION to Marion Oklahoma, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Tract 3
A part of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Twelve (12) Township Eleven (11) North, Range Two (2) West of the Indian Meridian. Oklahoma County, Oklahoma. more particularly described as follows:

COMMENCING at the Southwest corner of said Section 12,
Thence N 00°00'00" E on the West line of said section a distance of 1428.99 feet, Thence S 89°53'03" E a distance of 60.00 feet to the POINT OF BEGINNING; THENCE N 00°00'00" E a distance of 100.00 feet;
Thence S 44°56'32" E a distance of 35.39 feet;
Thence S 89°53'03" E a distance of 245.00 feet;
Thence Northeasterly on a curve to the right with a radius of 50.00 feet a distance of 59.08 feet. (chord bearing = N 63°50'59" E, chord distance = 55. 70 feet);
Thence N 00°00'00" E a distance of 115.34 feet;
Thence S 89°53'03" E a distance of 2243.82 feet;
Thence S 00°06'15" E a distance of 329.98 feet;
Thence N 89° 53'03" W a distance of 2244.42 feet;
Thence N00° 00'00"E a distance of 115.54 feet;
Thence Northwesterly on a curve to the right with a radius of 50.00 feet a distance of 59.08 feet (chord bearing = N 63°50'59" W, chord distance=55.70 feet);
Thence N 89°53'03' W a distance of 245.00 feet;
Thence S 45°03'28" W a distance of 35.32 feet to the point of beginning. Said tract being subject to the following described 50 foot private road way and public utility easement:
Commencing at the Southwest corner of said Section 12,
Thence N 00°00'00" E on the West line of said section a distance of 1428.99 feet, Thence S 89°53'03" E a distance of 60.00 feet to the Point of Beginning;
Thence N 00°00'00" E a distance of 100. 00 feet;
Thence S 44 °56'32" E a distance of 35.39 feet;
Thence S 89°53'03" E a distance of 245.00 feet;
Thence Northeasterly on a curve to the right with a radius of 50.00 feet a distance of 261.80 feet (chord bearing = S 00°00'00" W, chord distance = 50.00 feet);
Thence N 89°53'03" W a distance of 245.00 feet; THENCE S 45°03'28" W a distance of 35.32 feet to the point of beginning.

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

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

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PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the 24 day of May, 2022.

THE CITY OF MIDWEST CITY, OKLA-
HOMA

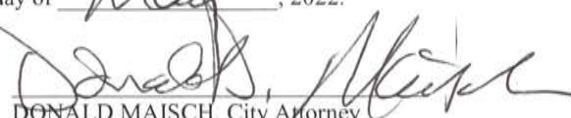

MATTHEW D. DUKES II, Mayor

ATTEST:


SARA HANCOCK, City Clerk

APPROVED as to form and legality this 26th day of May, 2022.




DONALD MAISCH, City Attorney

2 ORDINANCE NO. 3482

3 AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY
4 DESCRIBED IN THIS ORDINANCE FROM C-3, COMMUNITY COMMERCIAL DIS-
5 TRICT TO R-MD, MEDIUM DENSITY RESIDENTIAL, AND DIRECTING AMEND-
6 MENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSI-
7 FICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR RE-
8 PEALER AND SEVERABILITY

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

10 ORDINANCE

11 SECTION I. That the zoning district of the following described property is hereby reclassi-
12 fied to PUD, Planned Unit Development, subject to the conditions contained in the PC-
13 2113 file, and that the official Zoning District Map shall be amended to reflect the reclassi-
14 fication of the property's zoning district as specified in this ordinance:

15 **PROPERTY DESCRIPTION**

16 A tract of land being a part of Southwest Quarter (SW/4) of Section Twelve (12), Township
17 Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma
18 County, Oklahoma, and being all of a tract of land recorded in Book 14005, Page 741 (Brawdy
19 Tract), all of a tract of land designated as Tract 3 recorded in Book 13574, Page 1223 (J Lou
20 North Tract), and a portion of a tract of land recorded in Book 11100, Page 971 (J Lou East
21 Tract) being more particularly described as follows:

22 Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

23 THENCE North 89°46'29" East, along and with the South line of said Southwest Quarter
24 (SW/4), a distance of 1,310.30 feet to the Southwest (SW) Corner of said Brawdy Tract, said
25 point being the POINT OF BEGINNING;

26 THENCE North 00°39'56" West, along and with the West line of said Brawdy Tract, a distance
27 of 1,315.40 feet to Northwest (NW) Corner of said Brawdy Tract, said point also being a point
28 on the South line of said J Lou North Tract;

29 THENCE along and with the South and West line of said J Lou North Tract the following Six
30 calls:

- 31 1. THENCE South 89°33'42" West, a distance of 927.70 feet;
- 32 2. THENCE North 00°33'15" West, a distance of 115.54 feet;
- 33 3. THENCE ON A non-tangent curve to the right having a radius of 50.00 feet, a chord
34 bearing of North 64°24'14" West, a chord length of 55.70 feet and an arc length of 59.08
35 feet;
- 36 4. THENCE South 89°33'42" West, a distance of 245.00 feet;
- 5. THENCE South 44°30'13" West, a distance of 35.32 feet;
- 6. THENCE North 00°33'15" West, a distance of 100.00 feet to the Northwest (NW) Corner
of said J Lou North Tract;

THENCE along and with the North and West line of said J Lou North Tract the following Five
calls:

- 1. THENCE South 45°29'47" East, a distance of 35.39 feet;
- 2. THENCE North 89°33'42" East, a distance of 245.00 feet;
- 3. THENCE ON A non-tangent curve to the right having a radius of 50.00 feet, a chord
bearing of North 63°17'44" East, a chord length of 55.70 feet and an arc length of 59.08
feet;
- 4. THENCE North 00°33'15" West, a distance of 115.34 feet;
- 5. THENCE North 89°33'42" East, a distance of 2,243.82 feet to the Northeast (NE) Corner
of said J Lou North Tract;

THENCE South 00°39'30" East, along and with the East line of said J Lou North Tract, a dis-
tance of 329.98 feet to the Southeast (SE) Corner of said J Lou North Tract;

THENCE South 89°33'42" West, along and with the South line of said J Lou North Tract, a dis-
tance of 496.31 feet to the Northeast (NE) Corner of said J Lou East Tract;

THENCE along and with the East and South line of said J Lou East Tract the following Four
calls:

1. THENCE South 00°35'36" East, a distance of 820.61 feet;
 2. THENCE South 89°46'29" West, a distance of 87.50 feet;
 3. THENCE South 00°35'36" East, a distance of 447.83 feet;
 4. THENCE South 89°46'29" West, a distance of 76.36 feet to the Southwest (SW) Corner of said J Lou East Tract, said point also being a point on the East line of said Brawdy Tract;
- THENCE South 00°39'53" East, along and with the East line of said Brawdy Tract, distance of 50.00 feet to the Southeast (SE) Corner of said Brawdy Tract;
- THENCE South 89°46'29" West, along and with the South line of said Brawdy Tract, a distance of 654.97 feet to the POINT OF BEGINNING;
- Containing 1,790,952 square feet or 41.1146 acres, more or less.
- Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney

Original with Incorrect Legal Description

PC-2113

RESOLUTION NO. 2022- 10

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM POS, PARKS AND OPEN SPACE, AND OR, OFFICE/RETAIL TO HDR, HIGH DENSITY RESIDENTIAL FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as Office/Retail:

A part of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, lying South of the Oklahoma City, Ada Atoka Railroad right-of-way more particularly described as follows:

Beginning at a point on the South line of said SW/4 that is 730.75 feet West of the Southeast corner of said SW/4 SW/4;

Thence West along said South line to a point that is 346.10 feet East of the Southwest corner of said SW/4;

Thence North and parallel with the West line of said SW/4 a distance of 327.90 feet to a point on the Southerly right-of-way line of the Oklahoma City, Ada & Atoka Railroad; Thence Northeasterly along the Southerly right-of-way line to a point that is 730.75 feet West of the East line of said SW/4 SW/4;

Thence South a distance of 424 feet to the South line of said SW/4 being the point or place of beginning.

And,

A part of the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Southwest corner of the SW/4 of said Section 9;

Thence N. 00° 10'19" W., along the West line of the SW/4 of said Section 9, a distance of 394.52 feet to the North Right-of-way line of the abandoned O.C.A.&A. Railroad;

Thence N. 70°30'24" E., along the North Right-of-way line of said O.C.A.&A. Railroad, a distance of 261.05 feet;

Thence S. 19° 29'36" E., along the North Right-of-way line, a distance of 50.00 feet to a point in a curve; thence Northeasterly along the said North Right-of-way line on a curve to the right having a radius of 1996.11 feet; and whose chord bears N. 75° 32'36" E., an arc distance of 338.83 feet to a point that is 590.80 feet East of the West line of the SW/4 of said Section 9;

Thence S. 00°10'19" E., and parallel to the West line of the SW/4 of said Section 9, a distance of 101.48 feet to the South Right-of-way line of the abandoned O.C.A.&A. Railroad;

Thence Southwesterly along the said South Right-of-way line on a curve to the left having a radius of 1896.11 feet and whose chord bears S. 75°58'24" W., an arc distance of 252.28 feet; thence S. 00°10'19" E., and parallel to the West line of the SW/4 of said Section 9, a distance of 361.46 feet to the South line of the SW/4 of said Section 9;

Thence N. 89°09'40" W., along the South line of the SW/4 of said Section 9, a distance of 346.10 feet to the point or place of beginning.

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to High Density Residential;

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as Parks and Open Space:

The East 200 feet of the West 1000 feet of Block Two (2) in SOUTH SIDE ADDITION to Marion, Oklahoma, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at a point 33 feet North and 800 feet East of the Southwest corner of Southeast Quarter (SE/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma;
Thence North and parallel to the West line of said Quarter Section 525.10 feet to the Section line of said Block 2, SOUTH SIDE ADDITION to Marion, Oklahoma;
Thence Easterly along said North line 200 feet; thence South and parallel with the West line of said Quarter Section 523.80 feet to the South line of said Block 2;
Thence Westerly along said South line 200 feet to the point of beginning;

And,

The East 150 feet of the West 800 feet of Block Two (2), in SOUTH SIDE ADDITION to Marion Oklahoma, Oklahoma County, Oklahoma, according to the recorded plat thereof.

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to High Density Residential;

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Office/Retail on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 24 day of May, 2022.



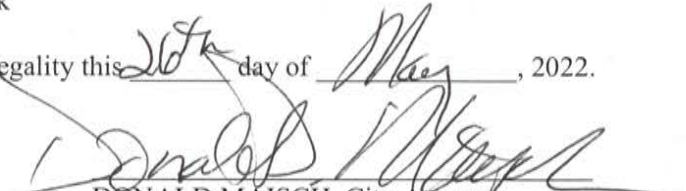
CITY OF MIDWEST CITY, OKLAHOMA


MATTHEW D. DUKES II, Mayor

ATTEST:


SARA HANCOCK, City Clerk

APPROVED as to form and legality this 26th day of May, 2022.


DONALD MAISCH, City Attorney

2 **RESOLUTION NO. 2022- 10**

3 **A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFI-**
4 **CATION FROM POS, PARKS AND OPEN SPACE, AND OR, OFFICE/RETAIL TO**
5 **HDR, HIGH DENSITY RESIDENTIAL FOR THE PROPERTY DESCRIBED IN THIS**
6 **RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the follow-
8 ing described property identified as Office/Retail and Parks and Open Space:

9 **PROPERTY DESCRIPTION**

10 A tract of land being a part of Southwest Quarter (SW/4) of Section Twelve (12), Township
11 Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma
12 County, Oklahoma, and being all of a tract of land recorded in Book 14005, Page 741 (Brawdy
13 Tract), all of a tract of land designated as Tract 3 recorded in Book 13574, Page 1223 (J Lou
14 North Tract), and a portion of a tract of land recorded in Book 11100, Page 971 (J Lou East
15 Tract) being more particularly described as follows:

16 Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

17 THENCE North 89°46'29" East, along and with the South line of said Southwest Quarter
18 (SW/4), a distance of 1,310.30 feet to the Southwest (SW) Corner of said Brawdy Tract, said
19 point being the POINT OF BEGINNING;

20 THENCE North 00°39'56" West, along and with the West line of said Brawdy Tract, a distance
21 of 1,315.40 feet to Northwest (NW) Corner of said Brawdy Tract, said point also being a point
22 on the South line of said J Lou North Tract;

23 THENCE along and with the South and West line of said J Lou North Tract the following Six
24 calls:

- 25 1. THENCE South 89°33'42" West, a distance of 927.70 feet;
- 26 2. THENCE North 00°33'15" West, a distance of 115.54 feet;
- 27 3. THENCE ON A non-tangent curve to the right having a radius of 50.00 feet, a chord
28 bearing of North 64°24'14" West, a chord length of 55.70 feet and an arc length of 59.08
29 feet;
- 30 4. THENCE South 89°33'42" West, a distance of 245.00 feet;
- 31 5. THENCE South 44°30'13" West, a distance of 35.32 feet;
- 32 6. THENCE North 00°33'15" West, a distance of 100.00 feet to the Northwest (NW) Corner
33 of said J Lou North Tract;

34 THENCE along and with the North and West line of said J Lou North Tract the following Five
35 calls:

- 36 1. THENCE South 45°29'47" East, a distance of 35.39 feet;
- 1. THENCE North 89°33'42" East, a distance of 245.00 feet;
- 3. THENCE ON A non-tangent curve to the right having a radius of 50.00 feet, a chord
bearing of North 63°17'44" East, a chord length of 55.70 feet and an arc length of 59.08
feet;
- 4. THENCE North 00°33'15" West, a distance of 115.34 feet;
- 5. THENCE North 89°33'42" East, a distance of 2,243.82 feet to the Northeast (NE) Corner
of said J Lou North Tract;

THENCE South 00°39'30" East, along and with the East line of said J Lou North Tract, a dis-
tance of 329.98 feet to the Southeast (SE) Corner of said J Lou North Tract;

THENCE South 89°33'42" West, along and with the South line of said J Lou North Tract, a dis-
tance of 496.31 feet to the Northeast (NE) Corner of said J Lou East Tract;

THENCE along and with the East and South line of said J Lou East Tract the following Four
calls:

- 1. THENCE South 00°35'36" East, a distance of 820.61 feet;
- 2. THENCE South 89°46'29" West, a distance of 87.50 feet;
- 3. THENCE South 00°35'36" East, a distance of 447.83 feet;
- 4. THENCE South 89°46'29" West, a distance of 76.36 feet to the Southwest (SW) Corner
of said J Lou East Tract, said point also being a point on the East line of said Brawdy
Tract;

THENCE South 00°39'53" East, along and with the East line of said Brawdy Tract, distance of
50.00 feet to the Southeast (SE) Corner of said Brawdy Tract;

1 THENCE South 89°46'29" West, along and with the South line of said Brawdy Tract, a distance
2 of 654.97 feet to the POINT OF BEGINNING;
3 Containing 1,790,952 square feet or 41.1146 acres, more or less.
4 Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North
5 Zone NAD83)

6 WHEREAS, it is the desire of the Midwest City Council to amend the classification of the refer-
7 enced property to High Density Residential;

8 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,
9 OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

10 That the classification of above described property located in Midwest City, Oklahoma is hereby
11 changed to High Density Residential on the Comprehensive Plan Map.

12 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
13 homa, on the _____ day of _____, 2023.

14 THE CITY OF MIDWEST CITY, OKLAHOMA

15 _____
16 MATTHEW D. DUKES II, Mayor

17 ATTEST:

18 _____
19 SARA HANCOCK, City Clerk

20 **APPROVED** as to form and legality this _____ day of _____, 2023.

21 _____
22 DONALD MAISCH, City Attorney
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City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
www.midwestcityok.org
Office: 405.739.1201

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: July 25, 2023

Subject: Discussion, consideration, and possible action of approving a resolution to 1) establish a new Midwest City Arts Council for the purpose of enhancing our cultural diversity and talent by stimulating public interest in the arts, promoting knowledge and appreciation of different expressions of art forms, and supporting Midwest City artists; and 2) establishing membership; and 3) establishing staggering terms.

Per the request of the Mayor, we are proposing a Midwest City Arts Council for the purpose of enhancing our cultural diversity and talent by stimulating public interest in the arts, promoting knowledge and appreciation of different expressions of art forms, and supporting Midwest City artists. It is recommended that the inaugural members utilize the Oklahoma Arts Council resources for Oklahoma communities (https://www.arts.ok.gov/Arts_in_Communities/Arts_in_Communities_How_we_can_Help.html) to develop an organized beneficial program for Midwest City.

We propose that the Arts Council be composed of seven members with each Midwest City Ward represented via a nomination by the elected councilperson of the Ward with the seventh member of the Arts Council being a Mayor nomination. Members shall be approved via a majority vote of the presiding members of the Midwest City Council.

We further propose that three-year terms be set with the exception of the inaugural members. In order to ensure sustainable board continuity, we recommend that the inaugural member terms be staggered:

- 1-year term for Ward 1 and Ward 2 representatives,
- 2-year term for Ward 3 and Ward 4 representatives, and
- 3-year term for Ward 5, Ward 6 and Mayor representatives.

Tim L. Lyon, City Manager

Resolution No. 2023-__

**A RESOLUTION TO ESTABLISH A NEW MIDWEST CITY ARTS COUNCIL
ESTABLISHING MEMBERSHIP AND TERMS OF OFFICE.**

WHEREAS, the City of Midwest City (the City) wishes to create a new Midwest City Arts Council (Arts Council) for the purpose of enhancing our cultural diversity and talent by stimulating public interest in the arts, promoting knowledge and appreciation of different expressions of art forms, and supporting Midwest City artist; and

WHEREAS, the Arts Council shall be composed of seven members with each City ward represented via a nomination by the elected councilperson of the Ward with the seventh member being a Mayor nomination; and

WHEREAS, members shall be approved via a majority vote of the presiding members of the Midwest City Council; and

WHEREAS, in order to ensure sustainable board continuity, members shall serve three-year terms with the exception of the inaugural members, who shall serve in staggered terms with Ward 1 and Ward 2 representatives for a one-year term, Ward 3 and Ward 4 representatives for a two-year term, and Ward 5, Ward 6 and Mayor representatives for a three-year term; and

WHEREAS, the Arts Council members shall 1) execute, organize and raise funds for a beneficial community program, per the purpose of the Arts Council; and 2) provide regular reports and/or minutes to the City Council regarding the activity of the Arts Council; and

NOW, THEREFORE be it resolved by the City of Midwest City Council that the Midwest City Arts Council is hereby established.

PASSED AND ADOPTED by the City Council of the City of Midwest City and signed by the Mayor this ____ of July 2023.

ATTEST:

Matthew D Dukes II, Mayor

Sara Hancock, City Clerk

APPROVED as to form and legality this ____ day of July 2023.

Donald D. Maisch, City Attorney



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

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: July 25, 2023

Subject: Discussion, consideration, and possible action of approving a resolution to 1) establishing a Midwest City Historical Society dedicated to preserving, collecting, researching, and interpreting historical information or items regarding Midwest City as a way to help future generations understand their heritage; 2) establishing membership; and 3) establishing staggering terms.

Per the request of the Mayor, we are proposing a Midwest City Historical Society (Historical Society) for the purpose of preserving, collecting, researching, and interpreting historical information or items regarding Midwest City (the City) as a way to help future generations understand their heritage. It is recommended that the inaugural members utilize the Oklahoma Historical Society resources (<https://www.okhistory.org/index.php>) to develop an organized beneficial program for the City.

We propose that the Historical Society be composed of seven members with each Midwest City Ward represented via a nomination by the elected councilperson of the Ward with the seventh member of the Arts Council being a Mayor nomination. Members shall be approved via a majority vote of the presiding members of the Midwest City Council.

We further propose that three-year terms be set with the exception of the inaugural members. In order to ensure sustainable board continuity, we recommend that the inaugural member terms be staggered:

- 1-year term for Ward 1 and Ward 2 representatives,
- 2-year term for Ward 3 and Ward 4 representatives, and
- 3-year term for Ward 5, Ward 6 and Mayor representatives.

Tim L. Lyon, City Manager

Resolution No. 2023-__

**A RESOLUTION TO ESTABLISH A NEW MIDWEST CITY HISTORICAL SOCIETY
ESTABLISHING MEMBERSHIP AND TERMS OF OFFICE.**

WHEREAS, the City of Midwest City (the City) wishes to create a new Midwest City Historical Society (the Historical Society) for the purpose of preserving, collecting, researching, and interpreting historical information or items regarding Midwest City (the City) as a way to help future generations understand their heritage; and

WHEREAS, the Historical Society shall be composed of seven members with each City ward represented via a nomination by the elected councilperson of the Ward with the seventh member being a Mayor nomination; and

WHEREAS, members shall be approved via a majority vote of the presiding members of the Midwest City Council; and

WHEREAS, in order to ensure sustainable board continuity, members shall serve three-year terms with the exception of the inaugural members, who shall serve in staggered terms with Ward 1 and Ward 2 representatives for a one-year term, Ward 3 and Ward 4 representatives for a two-year term, and Ward 5, Ward 6 and Mayor representatives for a three-year term; and

WHEREAS, the Historical Society members shall 1) execute, organize and raise funds for a beneficial community program, per the purpose of the Historical Society; and 2) provide regular reports and/or minutes to the City Council regarding the activity of the Historical Society; and

NOW, THEREFORE be it resolved by the City of Midwest City Council that the Midwest City Historical Society is hereby established.

PASSED AND ADOPTED by the City Council of the City of Midwest City and signed by the Mayor this ____ of July 2023.

ATTEST:

Matthew D Dukes II, Mayor

Sara Hancock, City Clerk

APPROVED as to form and legality this ____ day of July 2023.

Donald D. Maisch, City 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 25, 2023

SUBJECT: Discussion, consideration, and possible action of reappointing Jack Fry and Sherry Beard to the Urban Renewal Authority for a three-year term ending July 31, 2026.

Based upon Title 11 O.S. § 38-107(B). Urban Renewal Authority. "...the mayor, subject to the approval of the municipal governing body, shall appoint a Board of Commissioners consisting of five (5) members. The term of office of each such Commission member shall be for three (3) years...."

Both Jack Fry and Sherry Beard have been faithful Commissioners to this Authority educating themselves and providing valuable input; therefore, Mayor Dukes is recommending Mr. Jack Fry and Ms. Sherry Beard be reappointed to serve on the Midwest City Urban Renewal Authority for an additional three-year term ending July 31, 2026.

We have confirmed that Mr. Fry and Ms. Beard meet all areas of criteria set forth in State Law; thus, is eligible for reappointment to the Midwest City Urban Renewal Board.

The current Authority Commissioners include:

Dave Herbert - Original appointment: 09/14/04 - Term expires: 07/24/25

Aaron Budd - Original appointment: 06/13/23 - Term expires: 07/24/25

Jack Fry – Original appointment: 07/28/20 - Term expires: 07/25/23

Sherry Beard - Original appointment: 06/13/17 - Terms expires: 07/25/23

Wade Moore - Original appointment: 07/27/21 - Term expires: 07/27/24



Tim Lyon, City Manager



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

To: Honorable Mayor and Council

From: Terri Craft, Grants Manager

Date: July 25, 2023

Subject: Discussion, consideration and possible action of reappointing Tammy Pote, Ward 2; Scott Young, Ward 4; and Elaine Winterink, Ward 6 to the Citizens' Advisory Committee on Housing and Community Development for additional four-year terms ending August 12, 2027.

The terms of Tammy Pote, Scott Young, and Elaine Winterink will expire on August 12, 2023. All three wish to be considered for reappointment and were approved by their respective councilmembers.

The Citizens' Advisory Committee on Housing and Community Development meets on call 3 to 4 times a year and provides recommendations to the city council on the HUD Community Development Block Grant (CDBG) Program. The 7-member committee serves 4-year terms and is listed as follows:

- Ward 1 - Mike Anderson, Chairman, current term expires 8/12/25
- Ward 2 - Tammy Pote, current term expires 8/12/23
- Ward 3 - Vacant, current term expires 8/12/25
- Ward 4 - Scott Young, current term expires 8/12/23
- Ward 5 - Kathy Gain, current term expires 8/12/25
- Ward 6 - Elaine Winterink, current term expires 8/12/23
- Mayor's Appointee - Sara Lingenfelter, current term expires 8/12/25

Staff recommends approval.

A handwritten signature in black ink that reads "Terri L. Craft". The signature is written in a cursive, flowing style.

Terri L. Craft
Grants Manager



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: July 25, 2023

SUBJECT: Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

CPU		
Inventory #	Manufacturer	Serial Number
2064	Dell Precision T3620	GHWJHH2
2065	Dell Precision T3620	GHWHHH2
2062	Dell Precision T3620	GHWFKH2
2901	XPS 13 7390	7W1LK13
1046	Dell Precision M4800	6JK3Q32
2374	Dell Latitude 5414 Rugged	4Q1WSG2
2379	Dell Latitude 5414 Rugged	7V1WSG2
2039	Dell Precision 3620	491QHH2
2401	Dell Precsion 3620	BB48MN2
348	Dell Optiplex G620	GHX0091
MISCELLANEOUS		
Quantity	Hardware Type	Serial Number
1	Cisco SG300-28PP 28-Port Switch	DNI17370068
1	Cisco SG300-28PP 28-Port Switch	DNI151502U5
1	Cisco SG300-28PP 28-Port Switch	DNI151502SQ
1	Cisco SG300-28PP 28-Port Switch	DNI15200AZ8
1	Avigilon Triple Dome Camera	
1	HP Laserjet 1018 (IT)	CNB1947903
1	Allworx Phone	
1	UPS	
2	Dell Monitor	
1	Cisco SG300-28PP 28-Port Switch	DNI180501R0
1	Cisco SG300-28PP 28-Port Switch	DNI1633026A



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

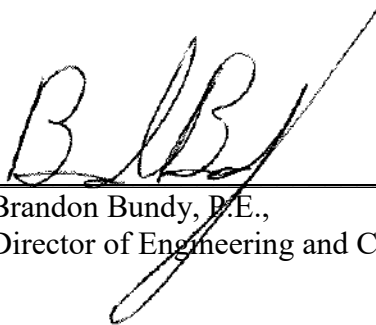
DATE : July 25, 2023

SUBJECT : Discussion, consideration, and possible action of accepting the Plan Report for the Eastside Sanitary Sewer Study from Freese and Nichols Inc.

In June of 2022, the City released a request for proposals (RFP) to study the sanitary sewer infrastructure on the east side of our City. The contract for the study was awarded to Freese and Nichols Inc. (FNI) at the regular meeting held July 26, 2022.

This study is in response to the continued development in the eastern portions of the City. Much of the sanitary sewer infrastructure was built in response to development 20-30 years ago and may no longer be adequate. There are a series of lift stations which pump the sanitary sewer over a number of ridgelines, ultimately going to one single lift station before gravity flowing to our treatment plant. The goals of this study were to understand our current capacity and to lay out a plan for future expansion and maintenance of this vital infrastructure.

The report has been issued and FNI has staff at the meeting to present some of the key findings. I am available for any additional questions.



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

EASTSIDE ASSESSMENT AREA WASTEWATER COLLECTION SYSTEM MASTER PLAN REPORT

Prepared for:

City of Midwest City



July 25, 2023

Prepared by:

FREESE AND NICHOLS, INC.
3600 NW 138th St., Suite 202
Oklahoma City, OK 73134
405-607-7060

EASTSIDE ASSESSMENT AREA WASTEWATER COLLECTION SYSTEM MASTER PLAN REPORT

Prepared for:

City of Midwest City

DRAFT
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF <u>Cullen Carlson</u> , P.E., OKLAHOMA NO. <u>31623</u> ON July 25, 2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. FREESE AND NICHOLS, INC. OKLAHOMA REGISTERED ENGINEERING FIRM CA 511

DRAFT
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- Appendix A: Lift Station Summary Sheets
- Appendix B: CIP Cost Estimate Project Sheets

EXECUTIVE SUMMARY

1.0 Introduction

The City of Midwest City contracted with Freese and Nichols, Inc. in 2022 to conduct and prepare a Wastewater Collection System Master Plan for the eastern portion of the City. The goal of this study is to evaluate existing and projected future operations of the wastewater collection system, identify deficiencies, and determine recommended improvements to convey future flows.

2.0 Land Use Assumptions

The City of Midwest City provided an ongoing list of proposed residential developments that will develop within the 5-year, 10-year, or 25-year (buildout) planning period. Based on discussions with City staff, future land developments were utilized to project growth through the buildout planning period. Projected population for all planning periods is shown in **Table ES-1**.

Table ES-1: Service Area Population Projections

Planning Period	Eastside Population	Annual Growth Rate
2022	10,540	-
2027	10,955	0.78%
2032	12,078	1.97%
2047	17,331	2.44%
Average	-	2.01%

3.0 Wastewater Collection System

The City of Midwest City owns and operates nine wastewater lift stations in the eastern portion of the wastewater collection system. The Eastside Assessment Area of Midwest City provides wastewater service to approximately 5.6 square miles within the existing city limits. The wastewater collection system in the Eastside Assessment Area consists of approximately 48.9 miles of gravity line and 4.5 miles of force main ranging from 4 to 16-inches in diameter.

4.0 Wastewater Flow Projections

Wastewater flow projections are based on population projections combined with the historical per capita data to project future average day flows. A localized design storm was used in the hydraulic model to project peak wet weather flows. The projected wastewater flows are shown in **Table ES-2**.

Table ES-2: Wastewater Flow Projections

Planning Period	Projected Eastside Population	Total Average Flow (MGD)	Peaking Factor	Modeled Peak Wet Weather Flow (MGD)
2022	10,540	0.79	4.0	3.16
2027	10,955	0.82	4.0	3.28
2032	12,078	0.91	4.0	3.64
2047	17,331	1.30	4.0	5.20

5.0 System Analyses

A hydraulic analysis and system evaluation was conducted on the existing and future wastewater collection system to identify capacity deficiencies. The results of the existing system evaluation provide the basis for short-term capacity improvements while the future evaluation drives long-term improvement recommendations. Discrete service area flow projections that exceed the existing firm capacity of the lift station are highlighted in red. The results of the lift station hydraulic evaluation are shown in **Table ES-3**.

Table ES-3: Lift Station Hydraulic Evaluation

Lift Station	Number of Pumps	Firm Pumping Capacity (MGD)	Projected Peak Wet Weather Flow (MGD)	
			Existing	Buildout
Anderson	2	1.15	0.79	2.24
East 1-5	2	0.22	0.45	0.55
Edgewood	3	3.46	3.11	5.20
Elizabeth	2	0.36	0.05	0.05
Hiwassee	2	0.76	0.90	2.00
Lagoon	2	0.76	0.39	0.38
Shapard	2	0.09	0.03	0.03
Timber Ridge	2	0.29	0.07	0.16
Timberland	2	0.30	0.08	0.30

6.0 Capital Improvement Plan






















A capital improvement plan (CIP) was developed to address identified system deficiencies and provide capacity for future development. **Figure ES-1** shows the CIP developed to remedy the modeled system deficiencies through the buildout planning period as determined during the system analysis. Projects initially designated for the short-term planning period are shown in red while long term projects are

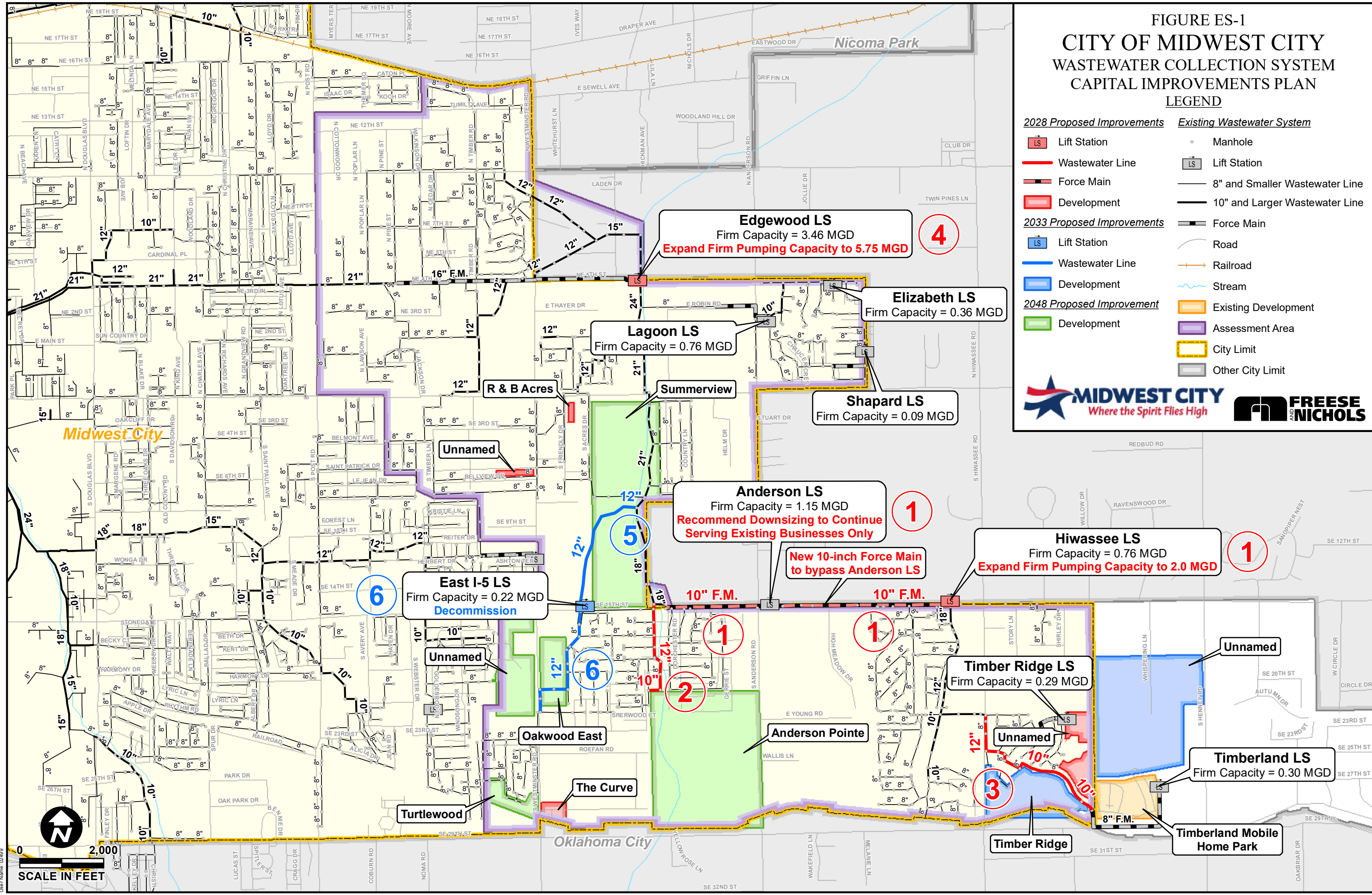
shown in blue. **Table ES-4** summarizes the estimated project costs by phase. Detailed and itemized descriptions of all the CIP projects and associated costs are shown in **Appendix B**. Project costs are for planning and budgeting purposes only and are not to be considered as a detailed opinion of probable construction cost.

Table ES-4: CIP Estimated Cost Summary

Project Number	Project Name	Cost
Short Term Projects		
1	Expand Hiwassee Lift Station; 10-inch Force Main	\$ 6,727,500
2	10- and 12-inch Sewer Lines along Lakeside Drive	\$ 3,241,200
3	10- and 12-inch Sewer Lines along Timber Ridge Boulevard	\$ 2,685,100
4	Expand Edgewood Lift Station	\$ 11,212,500
Short Term Total		\$ 23,866,300
Long Term Projects		
5	12-inch Sewer Line	\$ 2,158,800
6	12-inch Sewer Line; Decommission East 1-5 Lift Station	\$ 2,816,600
Long Term Total		\$ 4,975,400
CIP Total		\$ 28,841,700

FIGURE ES-1
CITY OF MIDWEST CITY
WASTEWATER COLLECTION SYSTEM
CAPITAL IMPROVEMENTS PLAN
LEGEND

2028 Proposed Improvements		Existing Wastewater System	
	Lift Station		Manhole
	Wastewater Line		Lift Station
	Force Main		8" and Smaller Wastewater Line
	Development		10" and Larger Wastewater Line
2033 Proposed Improvements			
	Lift Station		Force Main
	Wastewater Line		Road
	Development		Railroad
2048 Proposed Improvement			Stream
	Development		Existing Development
			Assessment Area
			City Limit
			Other City Limit



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1.0 INTRODUCTION

The City of Midwest City contracted with Freese and Nichols, Inc. in 2022 to conduct and prepare a Wastewater Collection System Master Plan. The goal of this study is to evaluate existing and projected future operations of the wastewater collection system, identify deficiencies, and determine recommended improvements to meet future system conditions. This report details the methodology, analysis, and results of the Wastewater Collection System Master Plan, focusing solely on the Eastside Assessment Area. The major elements of the scope of this project include:

- Land Use Assumptions and Wastewater Flow Projections
- Hydraulic Analysis and System Evaluation
- Wastewater Capital Improvement Plan (CIP) and Master Plan Report

1.1 ACRONYMS

Table 1-1 presents a list of acronyms that appear throughout the report.

Table 1-1: Acronyms

Acronym	Definition
AACE	American Association of Cost Engineers
avg.	Average
CIP	Capital Improvement Plan
FNI	Freese and Nichols, Inc.
fps	Feet per Second
ft.	Foot/Feet
GIS	Geographic Information System
gpm	Gallons per minute
gpcd	Gallons per Capita per Day
HGL	Hydraulic Grade Line
I/I	Inflow and Infiltration
lf	Linear Feet
LS	Lift Station
MGD	Million Gallons per Day
n/a	Not applicable
No.	Number
NOAA	National Oceanic and Atmospheric Administration
ODEQ	Oklahoma Department of Environmental Quality
O&M	Operations and Maintenance
PS	Pump Station
RDII	Rainfall-derived infiltration and Inflow
SSO	Sanitary Sewer Overflow
WWTP	Wastewater Treatment Plant

1.2 KEY DEFINITIONS

The following is a list of key definitions utilized in the Master Plan Report.

- Average Annual Flow – the total cumulative flow through a WWTP over any given year divided by the number of days in the year, considered the average flow condition for a given year.
- Capacity Improvement – general project to improve the ability of the wastewater collection system to convey peak flows.
- Capacity Utilization (q/Q) – the maximum observed flow through a gravity pipe divided by the calculated full pipe capacity, a unitless ratio or percentage, can be greater than one under pressurized conditions.
- Depth to Diameter Ratio (d/D) – the maximum observed depth of flow within a gravity pipe divided by the inner diameter of the pipe, a unitless ratio or percentage, can be greater than one under surcharged conditions.
- Design Storm – a generalized wet weather event for a given area with a fixed size, intensity, and duration used to evaluate collection system response to a consistent event.
- Diurnal Pattern – a typical pattern of wastewater flow that occurs every 24 hours, dependent on the demographics of the area.
- Firm Pumping Capacity – the pumping capacity of a lift station with the largest pump offline and all other pumps running, based off the best efficiency point or nominal capacity of each pump.
- Inflow and Infiltration (I/I) – the primary means of stormwater or groundwater entering into the wastewater collection system. Inflow is a fast response such as an open manhole lid while infiltration is a slow response such as cracks along the pipeline.
- Peaking Factor – recorded peak wet weather flow divided by the average flow, ODEQ recommends a minimum peaking factor of 4.0 if data is unavailable.
- Per Capita Flow – wastewater flow generated per person per day, calculated by dividing the average residential flow for a given area by the projected population for the area.
- Per Employee Flow – wastewater flow generated per employee per day, calculated by dividing the average non-residential flow for a given area by the projected employment for the area.
- Hydraulic Grade Line (HGL) – static head of wastewater flow. Wastewater surface elevation in a partially full pipe or manhole. Under pressure (full pipe) conditions the HGL is what the water surface elevation would be if unconfined.
- Overall Per Capita Flow – wastewater flow generated per person per day including non-residential and groundwater contributions, calculated by dividing the total average flow for a given area by the projected population for the area.

- Rainfall Derived Inflow and Infiltration – similar to I/I, RDII is the increase in flow in a wastewater collection system specifically in response to a wet weather storm event.
- Sanitary Sewer Overflow (SSO) – A type of unauthorized discharge of untreated or partially treated wastewater from a collection system or its components (e.g., a manhole, lift station, or cleanout) before reaching a treatment facility. (See also Texas Water Code 26.049(4).)
- Subcatchment – polygon object type within the wastewater hydraulic model, used to simulate land parcels and generate flow within the model. Are assigned attributes such as land use type, population, and acreage.
- Surcharging – when the HGL is greater than the top of pipe (d/D greater than 1), often due to a capacity restriction downstream or within the pipe itself. Can lead to SSOs.

2.0 LAND USE ASSUMPTIONS

Population and employment data are an important element in the analysis of wastewater collection systems. Wastewater flows depend on the residential population and commercial development served by the system and determine the sizing and location of system infrastructure. A thorough analysis of historical and projected populations provides the basis for projecting future wastewater flows.

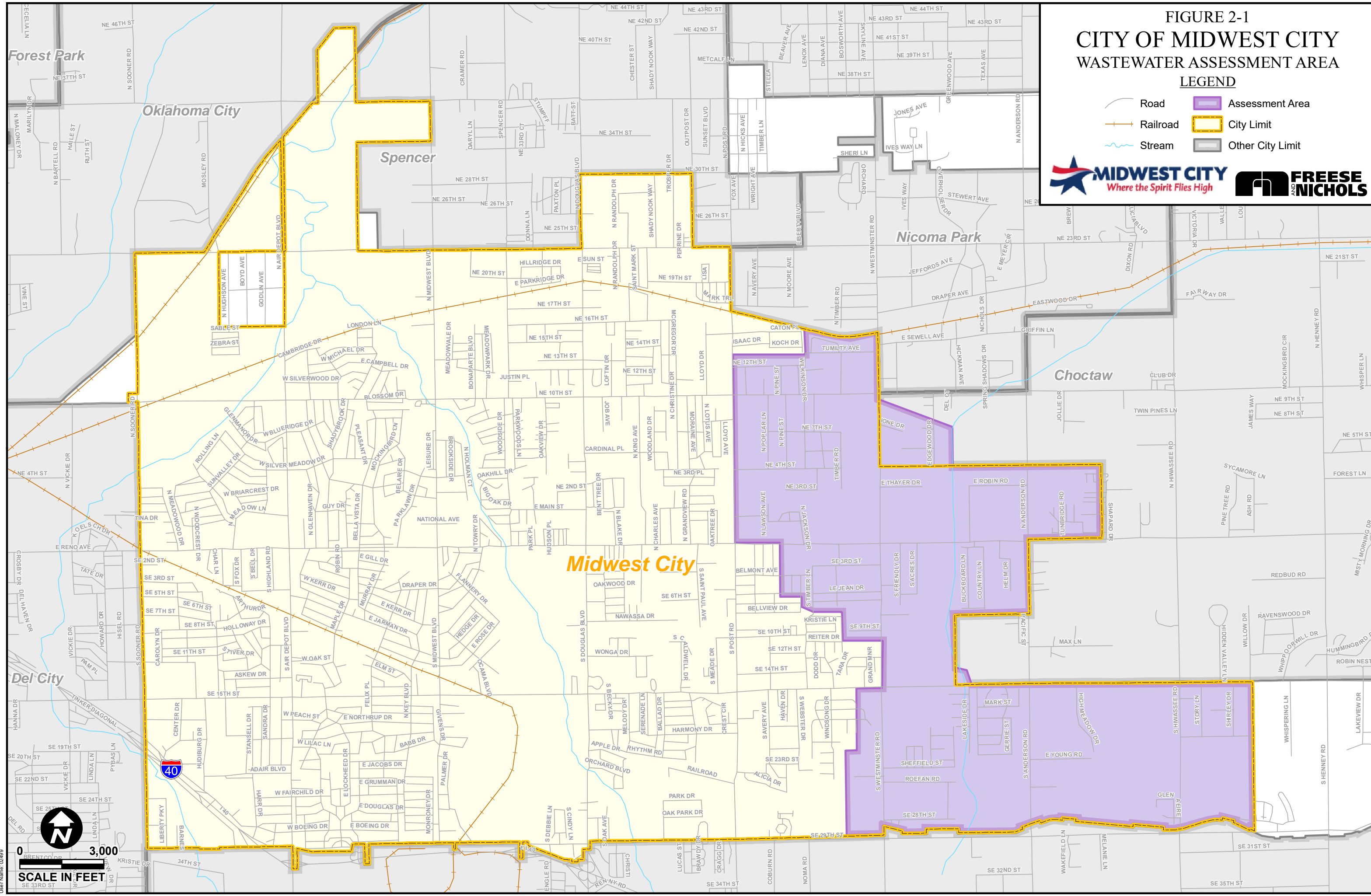
2.1 SERVICE AREA

Midwest City is located in the greater Oklahoma City metro area and is the 8th most populous city in Oklahoma according to 2020 census data. The City primarily consists of residential development with several undeveloped rural areas. The wastewater collection system provides service to the majority of the existing city limits as shown on **Figure 2-1**. The focus of this report is the eastern portion of the wastewater service area, also shown on **Figure 2-1**.

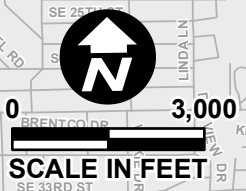
FIGURE 2-1
CITY OF MIDWEST CITY
WASTEWATER ASSESSMENT AREA

LEGEND

-  Road
-  Railroad
-  Stream
-  Assessment Area
-  City Limit
-  Other City Limit



Midwest City



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2.2 HISTORICAL POPULATION AND GROWTH TRENDS

Citywide historical population growth trends were evaluated to project future annual growth rates. According to the United States Census Bureau, the City of Midwest City has experienced an annual average growth rate of 0.61% over the last ten years (2010 to 2021), and an annual average growth rate of 0.34% over the last 30 years (1990 to 2021), as shown in **Table 2-1**.

Table 2-1: Citywide Historical Population

Year	Historical Population	Annual Growth Rate
1990	52,267	-
2000	54,088	0.3%
2010	54,371	0.1%
2020	58,409	0.7%
2021	58,145	-0.5%
Average	-	0.34%

2.3 EXISTING PROJECTIONS

Based on discussions with City staff, it was determined that the observed maximum annual average growth rate of 0.7% is a reasonable estimate for projected growth through future planning periods. The 2021 population for the City of Midwest City is 58,145 based on interim projections from the Census Bureau.

There is minimal non-residential land usage in the Eastside Assessment Area (13.3 acres). Future land use projections show minimal growth in future non-residential development in the area as well. Therefore, employment growth in the Eastside Assessment Area will have minimal impact on the future wastewater flow projections in the area.

Parcel data containing existing land uses were provided by the City. Existing land uses are shown on **Figure 2-2**. Existing land use was used to distribute the existing population projections spatially across the City.

FIGURE 2-2
CITY OF MIDWEST CITY











EXISTING LAND USE

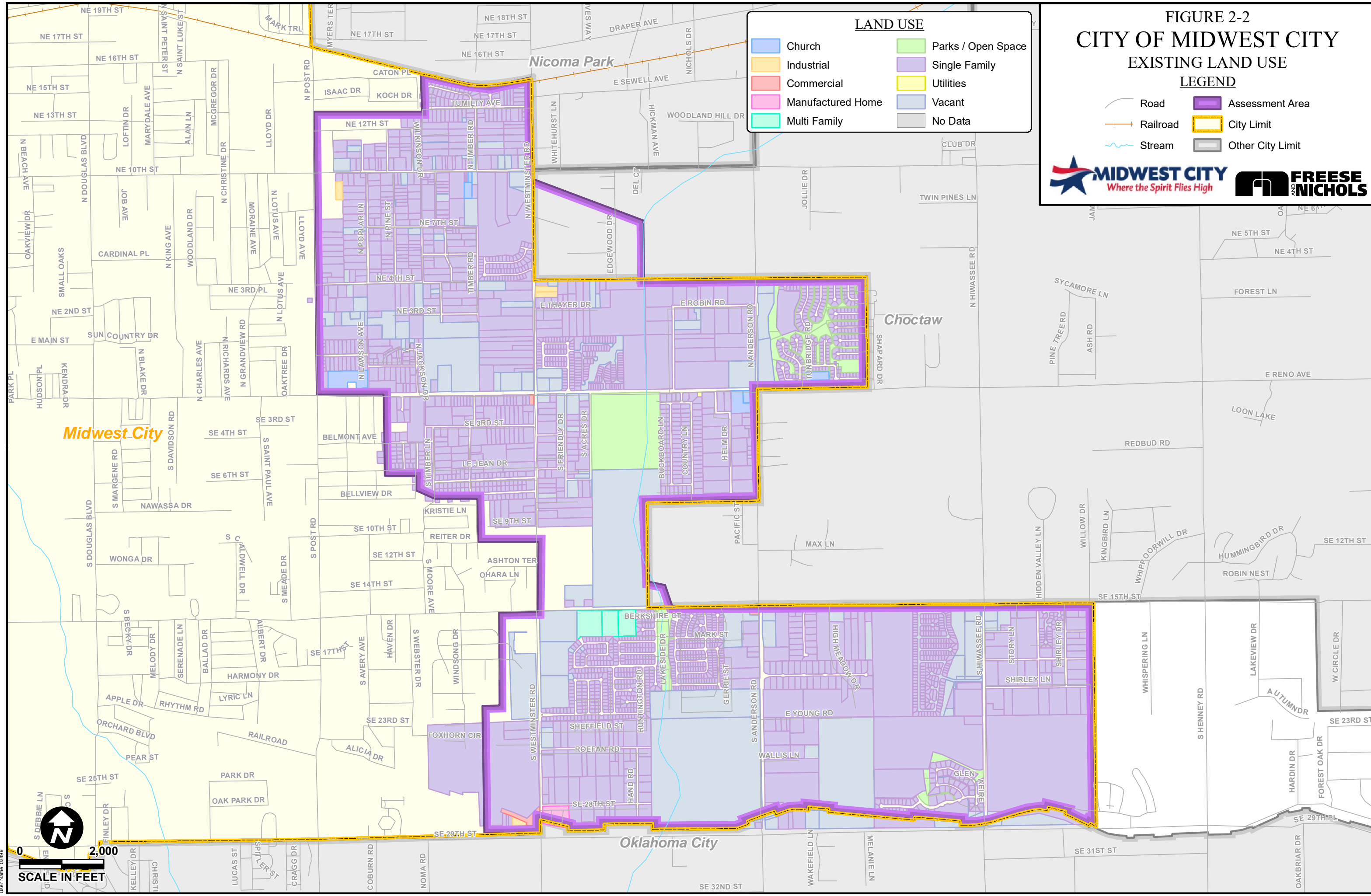
LEGEND

-  Road
-  Railroad
-  Stream
-  Assessment Area
-  City Limit
-  Other City Limit



LAND USE

 Church	 Parks / Open Space
 Industrial	 Single Family
 Commercial	 Utilities
 Manufactured Home	 Vacant
 Multi Family	 No Data



SCALE IN FEET

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2.4 FUTURE DEVELOPMENTS

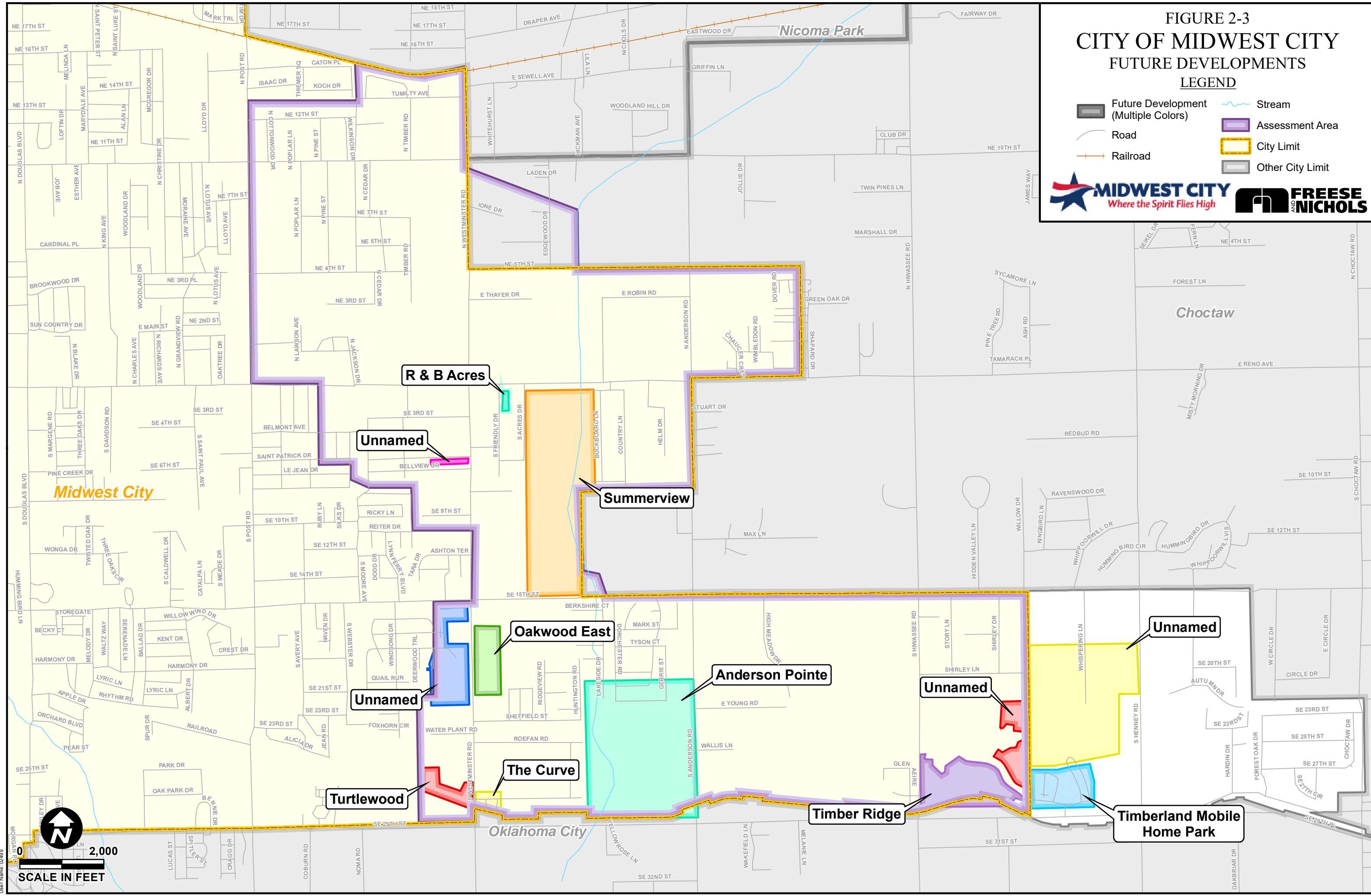
The City of Midwest City provided information regarding planned residential developments. The future developments are shown on **Figure 2-3**. Based on discussions with the City, it was assumed that all ongoing and planned developments would develop within the 25-year (buildout) planning period. The annual growth rates from the developments planned for the 5-year and 10-year planning periods are greater than the historical maximum annual growth rate. The Eastside Assessment Area is the fastest growing area in the City and therefore a larger proportion of the future growth will develop in this area. Projected population for all planning periods is shown in **Table 2-2**.

Table 2-2: Eastside Population Projections

Planning Period	Eastside Population	Annual Growth Rate
2022	10,540	-
2027	10,955	0.78%
2032	12,078	1.97%
2047	17,331	2.44%
Total	6,791	2.01%

FIGURE 2-3
CITY OF MIDWEST CITY
 FUTURE DEVELOPMENTS
 LEGEND

	Future Development (Multiple Colors)		Stream
	Assessment Area		City Limit
	Road		Other City Limit
	Railroad		



Midwest City

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3.0 WASTEWATER COLLECTION SYSTEM

3.1 COLLECTION SYSTEM NETWORK

The Eastside Assessment Area of Midwest City provides wastewater service to approximately 5.6 square miles within the existing city limits. The wastewater collection system in the Eastside Assessment Area consists of approximately 48.9 miles of gravity line and 4.5 miles of force main ranging from 4 to 16-inches in diameter. The existing wastewater collection system is shown in **Figure 3-1**.

3.2 LIFT STATIONS



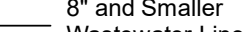
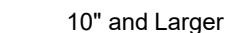
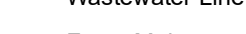






The Eastside Assessment Area includes nine lift stations with a total combined pumping capacity of just over 13 million gallons per day (MGD). Due to the significant topography in the area, the lift stations are a crucial component of the wastewater collection system as the only way to convey flow from the customer to the wastewater treatment facilities. **Table 3-1** provides a summary of pertinent information for each lift station collected during the Wastewater Master Plan. All lift station information was populated from records provided by the City.

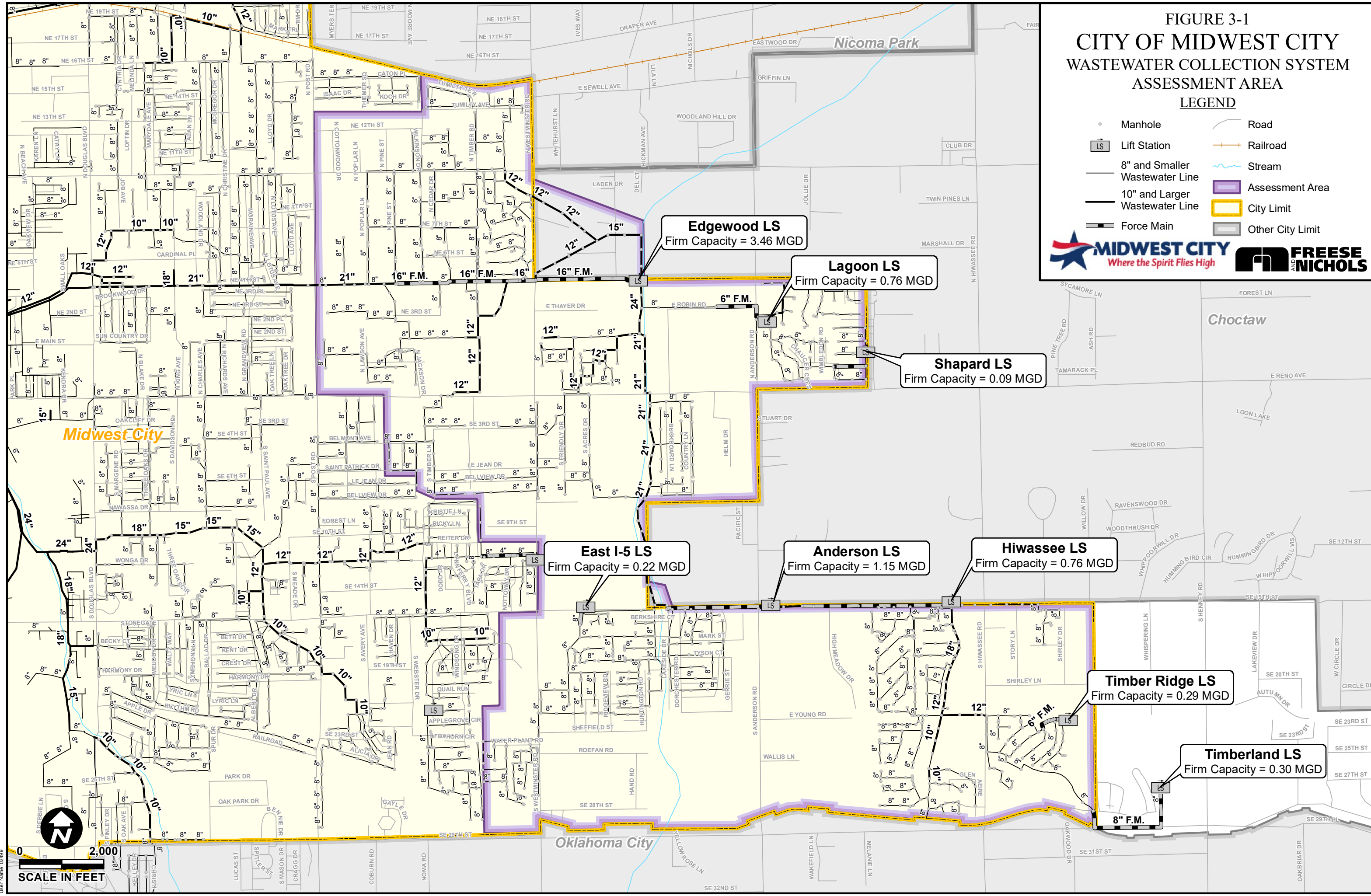
Table 3-1: Lift Station Summary

Lift Station Name	Address	Number of Pumps	Force Main Diameter (in)	Firm Pumping Capacity (MGD)
Anderson	12100 S.E. 15 th Street	2	6	1.15
East 1-5	11246 S.E. 15 th Street	2	4	0.22
Edgewood	11500 N.E. 5 th Street	3	16	3.46
Elizabeth	12401 Elizabeth Drive	2	4	0.36
Hiwassee	12800 S.E. 15 th Street	2	6	0.76
Lagoon	414 N. Anderson Road	2	6	0.76
Shapard	201 ½ Shapard Drive	2	4	0.09
Timber Ridge	121 Red Oak Drive	2	4	0.29
Timberland	13501 S.E. 29 th Street	2	6	0.30

FIGURE 3-1
CITY OF MIDWEST CITY
WASTEWATER COLLECTION SYSTEM
ASSESSMENT AREA

LEGEND

-  Manhole
-  Lift Station
-  8" and Smaller Wastewater Line
-  10" and Larger Wastewater Line
-  Force Main
-  Road
-  Railroad
-  Stream
-  Assessment Area
-  City Limit
-  Other City Limit



Edgewood LS
 Firm Capacity = 3.46 MGD

Lagoon LS
 Firm Capacity = 0.76 MGD

Shapard LS
 Firm Capacity = 0.09 MGD

East I-5 LS
 Firm Capacity = 0.22 MGD

Anderson LS
 Firm Capacity = 1.15 MGD

Hiwassee LS
 Firm Capacity = 0.76 MGD

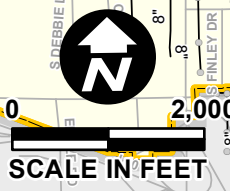
Timber Ridge LS
 Firm Capacity = 0.29 MGD

Timberland LS
 Firm Capacity = 0.30 MGD

Midwest City

Choctaw

Oklahoma City



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3.3 HYDRAULIC MODEL DEVELOPMENT

FNI developed a hydraulic model to be used as a tool for evaluating the wastewater collection system using *InfoWorks ICM* software by *Innovyze*®. The City provided a geographic information system (GIS) geodatabase, which was the basis for building the hydraulic model. The provided geodatabase contains spatial and attribute information for the wastewater gravity lines, manholes, force mains, and lift stations as well as parcel data. The GIS data for these assets was imported into the hydraulic model and processed to validate attribute data and allow for proper network topology. Manhole inspections were performed for a total of 140 manholes in the assessment area, and invert data from these inspections was entered into the model. Missing information was populated using an interpolation tool, or with data from as-built records where available. Lift station operations and pumping information was updated from city records as discussed in **Section 3.2**. Projected population was assigned to the associated parcels and imported into the model as subcatchments. Subcatchments are small polygons within the *InfoWorks* model used to store and generate wastewater flow data. Subcatchments were assigned to the nearest node to load wastewater flow into the model network, similar to lateral lines serving connected wastewater customers. All lines were imported into the hydraulic model. However, some attribute data was missing from the wastewater lines that is necessary to perform hydraulic analysis, particularly invert data on small diameter lines. These lines were still included in the hydraulic model, but were “pruned out”, or not included in the active hydraulic calculations. The pruning process removes the lines with missing data while still allowing for the network topology and associated storage.

4.0 WASTEWATER FLOW PROJECTIONS

The performance of the wastewater collection system is dependent on the amount of flow being conveyed through the system both currently and in the future. To determine locations where future wastewater system improvements are necessary, FNI developed existing and future wastewater flow projections using historical flow data combined with existing and future population projections.

4.1 HISTORICAL WASTEWATER FLOWS

The City provided effluent flow data for their wastewater treatment facility from 2017 through 2022 as shown in **Table 4-2**. FNI compared the historical treatment data with historical population to evaluate trends in the overall per capita flows. Per capita flow is defined as the observed average day flow divided by the total population and does not delineate the flow contributed by non-residential customers. As such, the per capita is often higher than derived residential per capita as a portion of the observed flow is contributed by non-residential customers. The total average per capita over the 6-year period is approximately 105 gallons per capita per day (gpcd).

Table 4-1: Historical Wastewater Flows

Year	Average Flow (MGD)	Population	Per Capita Flow (gpcd)	Annual Rainfall (in)
2017	5.11	57,167	89	31.86
2018	5.65	57,578	98	38.50
2019	6.54	57,992	113	39.49
2020	6.00	58,409	103	34.87
2021	6.85	58,145	118	33.53
2022	6.55	58,500	112	22.86
Average	6.12	-	105	33.52

*Utilized 10-year annual growth rate of 0.61% to calculate 2022 population.

4.2 AVERAGE DAY WASTEWATER FLOW PROJECTIONS

Wastewater flow projections are based on the population projections as presented in **Section 2.0**. Projected population was combined with the historical per capita data to project future average day flows. Residential per capita flows were utilized for each wastewater flow meter basin to match the observed historical per capita flows. The selected residential per capitas are between 45 and 92 gpcd for the wastewater basins. The resulting total per capita is approximately 75 gpcd, which is notably less than the 5-year historical average of 105 gpcd. This is due to the demographics of the area. The majority of the Eastside Assessment Area is residential. Therefore, very minimal flow is generated in the assessment area as compared to the rest of the City. The average day flow projections using 75 gpcd are shown in **Table 4-1**.

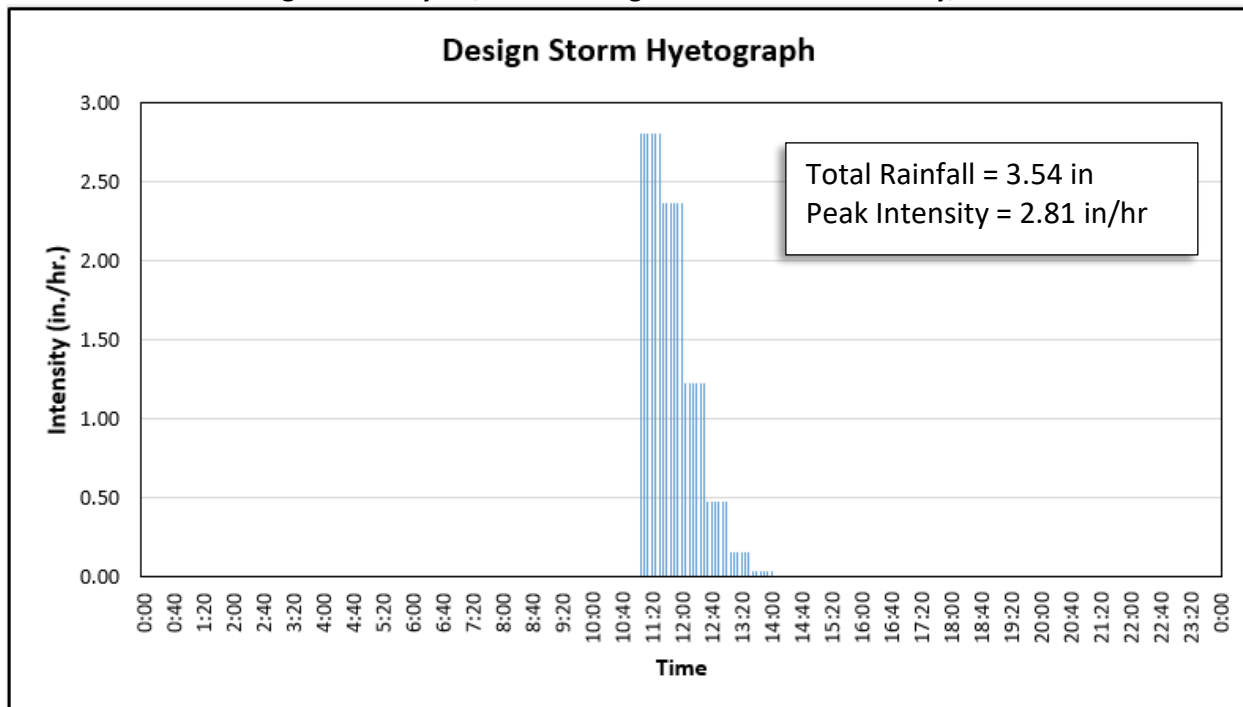
Table 4-2: Average Day Flow Projections

Year	Projected Population	Average Day Flow (MGD)
2022	10,540	0.79
2027	10,955	0.82
2032	12,078	0.91
2047	17,331	1.30

4.3 WET WEATHER FLOW PROJECTIONS

Peak wet weather flow projections are the primary driver of collection system hydraulic analysis and ultimately determine the projected sizing for future improvements. Inflow and infiltration (I/I) can lead to hydraulic bottlenecks in the system and can potentially cause surcharging and sanitary sewer overflows. To evaluate the collection system, a common storm event should be selected to be the basis for evaluation, referred to as a “design storm”. Typically, peak wet weather flows are determined by evaluating the collection system’s response to the applied design storm. The typical design storm depth and duration for evaluating wastewater systems is a 5-year, 6-hour event. FNI utilized the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 to determine the size and shape of a 5-year, 6-hour storm event for the localized Midwest City area. The selected design storm has a total rainfall depth of 3.54 inches with a peak intensity of 2.81 inches per hour as shown on **Figure 4-1**.

Figure 4-1: 5-year, 6-hour Design Storm for Midwest City, OK



The projected peak flows are shown in **Table 4-4** for each planning period. This assumes that local I/I rates are held constant through all future planning periods and appropriate rehabilitation measures are taken to mitigate future system degradation and prevent an increase in I/I rates as the collection system ages. The projected peaking factor is shown to decrease through future planning, though it should be noted

that the projected population is accounting for the entire city, but only including proposed developments in the Eastside Assessment Area.

Table 4-3: Wet Weather Flow Projections

Planning Period	Projected Eastside Population	Total Average Flow (MGD)	Peaking Factor	Modeled Peak Wet Weather Flow (MGD)
2022	10,540	0.79	4.0	3.16
2027	10,955	0.82	4.0	3.28
2032	12,078	0.91	4.0	3.64
2047	17,331	1.30	4.0	5.20

5.0 SYSTEM ANALYSES

A hydraulic analysis and system evaluation was conducted on the existing and future wastewater collection system to identify capacity deficiencies. The results of the existing system evaluation provide the basis for short-term capacity improvements while future evaluation drives long-term improvement recommendations.

5.1 DESIGN AND EVALUATION CRITERIA

The determination of the design criteria is an important process as it guides the identification of potential CIP projects. Design criteria for analyzing existing, new, and replacement facilities were developed in accordance with Oklahoma Department of Environmental Quality (ODEQ) standards as outlined in *Chapter 656: Water Pollution Control Facility Construction Standards*. Projected peak flows are determined in response to the selected 5-year, 6-hour design storm as discussed in **Section 4.3**.

The capacity improvement criteria for gravity lines consists of two parts. First, collection system infrastructure identified for improvement includes pipes where the existing or projected flow (q) exceeds the full capacity of the pipe (Q) calculated by Manning's equation based on the diameter, slope, and Manning's roughness coefficient (typically 0.013). This capacity utilization of a pipe is also known as the q/Q ratio; lines identified as capacity restrictions have a $q/Q \geq 1$. Second, the existing system is allowed to utilize the existing storage capacity by permitting a degree of surcharging while still preventing potential sanitary sewer overflows (SSOs). The system is allowed to surcharge within three feet of the manhole rim elevation before capacity improvements are recommended. However, the proposed CIP improvements are sized to handle the maximum projected peak flow without surcharging. Using this design criteria, pipe flow restrictions are not viewed as hydraulic issues requiring improvement provided the surcharging does not exceed the three feet from manhole rim improvement trigger.

Evaluation of lift stations is primarily based on the firm pumping capacity of the lift station. The firm capacity of a lift station is defined as the pumping capacity with the largest available pump out of service. Lift stations are identified for improvement when the projected peak flows are greater than the firm capacity of the lift station. Force mains are identified for improvement when the projected velocity exceeds 8 feet per second (fps) at the firm capacity of all associated lift stations.

Design criteria for the size of gravity sewer lines are based on maintaining a minimum velocity of 2 fps and a maximum velocity of 8 fps when flowing full according to ODEQ regulations. New wastewater line sizes

are based on selecting the smallest diameter to convey the projected peak instantaneous flow within 90% of pipe depth ($d/D \leq 0.9$). This allows for an additional factor of safety and flexibility to prevent newly constructed pipes from surcharging if development projections are greater than assumed in this study. Additionally, slopes for new lines serving undeveloped areas meet minimum slope requirements as set by ODEQ. Lift station capacity requirements are based on the firm capacity of the lift station. New or improved lift station firm pumping capacities are sized to convey maximum projected peak flows. New or improved wet wells should be sized based on attributes of the selected pump as recommended by the design engineer. Force mains are sized to meet the lift station pumping capacity at a minimum velocity of 2 fps with the smallest available pump in service and a maximum velocity of 8 fps at firm capacity per ODEQ regulations.

5.2 LIFT STATION EVALUATION

The City of Midwest City owns and operates nine collection system lift stations within the Eastside Assessment Area. These nine lift stations were included in the wastewater hydraulic model and evaluated for hydraulic capacity under existing and future conditions. The results of the lift station hydraulic evaluation are shown in **Table 5-1**. Projected peak flows for each lift station service area are included in this table. Lift station flow projections that exceed the existing firm capacity of the lift station are highlighted in red. The impact of identified lift station capacity restrictions on the collection system is discussed in the following sections.

Table 5-1: Lift Station Hydraulic Evaluation

Lift Station	Number of Pumps	Firm Pumping Capacity (MGD)	Projected Peak Wet Weather Flow (MGD)	
			Existing	Buildout
Anderson	2	1.15	0.79	2.24
East 1-5	2	0.22	0.45	0.55
Edgewood	3	3.46	3.11	5.20
Elizabeth	2	0.36	0.05	0.05
Hiwassee	2	0.76	0.90	2.00
Lagoon	2	0.76	0.39	0.38
Shapard	2	0.09	0.03	0.03
Timber Ridge	2	0.29	0.07	0.16
Timberland	2	0.30	0.08	0.30

5.3 EXISTING SYSTEM ANALYSIS

The hydraulic wastewater model was utilized to apply the existing (2022) projected peak wet weather flows to the current wastewater collection system to identify potential existing system capacity restrictions. Results of the existing system analysis are shown on **Figure 5-1**. Wastewater lines in red are overloaded during existing peak wet weather events and the projected flow exceeds the capacity of the wastewater line ($q/Q \geq 1$). The lines in blue indicate lines where the pipe is surcharged due to a downstream restriction ($d/D > 1$), but the flow in the pipe does not exceed the capacity of the pipe ($q/Q < 1$). Manholes in red are model predicted SSOs. The locations of model predicted overflows may not correspond to an observed overflow due to unknowns within the collection system such as sealed manholes or differences between historical wet weather events and design storms. Manholes in yellow indicate locations where the model predicts surcharging within three feet of the manhole rim. Areas that project surcharging in the existing system analysis with yellow or red manholes trigger recommended improvements as discussed in **Section 5.1**.

Hydraulic analysis indicates that there are minor capacity restrictions in the existing wastewater collection system under existing peak flows. This includes minor surcharging projected in several gravity lines, and notable surcharging upstream of the East 1-5, and Hiwassee Lift Station. This correlates with City staff’s understanding of the existing collection system and historical operations.

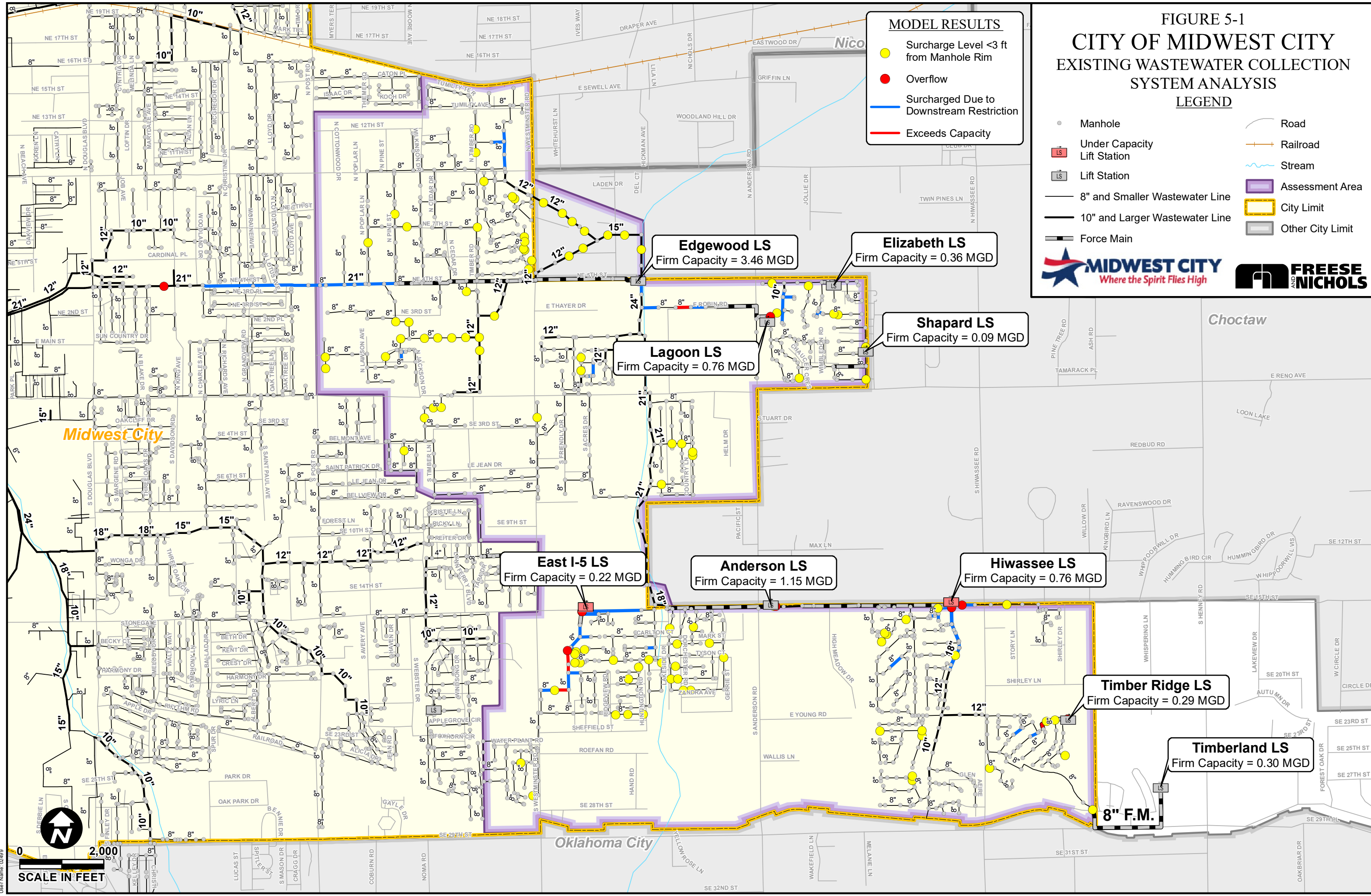
FIGURE 5-1 CITY OF MIDWEST CITY EXISTING WASTEWATER COLLECTION SYSTEM ANALYSIS

LEGEND

- Manhole
- ⬜ LS Under Capacity
- ⬜ LS Lift Station
- ⬜ LS Lift Station
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Assessment Area
- City Limit
- Other City Limit



- ### MODEL RESULTS
- Surcharge Level <3 ft from Manhole Rim
 - Overflow
 - Surcharged Due to Downstream Restriction
 - Exceeds Capacity



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5.4 FUTURE SYSTEM ANALYSIS

The hydraulic wastewater model was utilized to apply the projected peak wet weather flows to the wastewater collection system to identify potential capacity restrictions in the 5-year, 10-year, and buildout planning periods. Results of the future system analysis are discussed below.

5.4.1 5-Year Analysis

Hydraulic analysis indicates minor capacity restrictions in the 5-year scenario under future peak flows. Surcharging within three feet of the manhole rim elevation is projected in several gravity lines, namely upstream of the East 1-5 and Hiwassee Lift Stations. There are no additional lift stations experiencing peak flows in excess of their firm capacity.

5.4.2 10-Year Analysis

Hydraulic analysis indicates minor capacity restrictions in the 10-year scenario under future peak flows. Surcharging within three feet of the manhole rim elevation is projected in several gravity lines, namely upstream of the East 1-5 and Hiwassee Lift Stations. There are no additional lift stations experiencing peak flows in excess of their firm capacity.

5.4.3 25-Year (Buildout) Analysis

Hydraulic analysis indicates minor capacity restrictions in the buildout scenario under future peak flows. Surcharging within three feet of the manhole rim elevation is projected in several gravity lines, namely upstream of the East 1-5, Anderson, Hiwassee, and Edgewood Lift Stations.

6.0 CAPITAL IMPROVEMENT PLAN

The goal of the capital improvement plan is to address existing deficiencies in the collection system, as well as provide capacity for future development. The recommended system improvements, estimated project costs, and project implementation triggers are discussed in this section.























6.1 RECOMMENDED IMPROVEMENTS

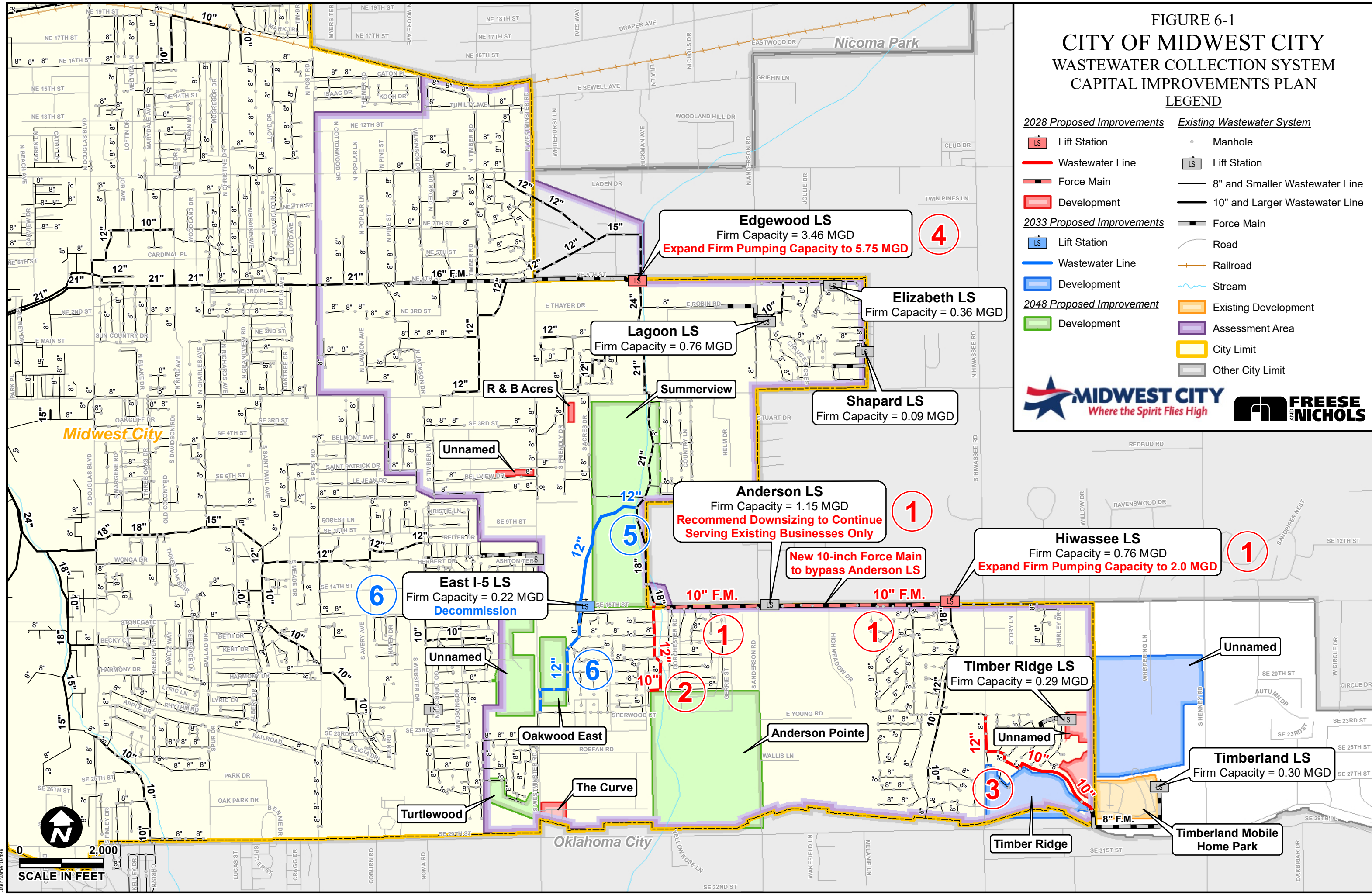
All projects are developed in accordance with ODEQ standards and the design criteria as outlined in **Section 5.1**. The sizing of these projects is determined by the required capacity as projected by the hydraulic model. Projects are prioritized and phased by hydraulic requirements and projected development. Results of the lift station field inspection are also incorporated into project priority to address identified condition issues. However, project implementation may vary, and final prioritization will be determined by City staff and the design engineer. In general, the short-term phase corresponds to approximately a ten-year period and the long-term phase runs through the 2045 planning period.

Locations for new collector mains and other recommended improvements shown were investigated for feasibility but generalized for hydraulic analysis and planning purposes. Specific alignments and sites will be determined as part of the design process. Unless specified, the recommended diameters are for full pipe replacement and include decommissioning the existing line. The proposed projects are intended to provide general capacity requirements for the identified improvements, but implementation will be determined during design. In-depth analysis is recommended as part of the design process to determine the condition of the existing line and the cost effectiveness of full replacement or rehabilitation and parallel for each project.

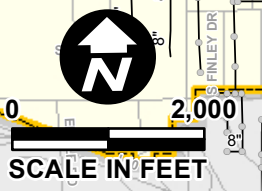
Figure 6-1 shows the developed CIP projects to remedy all identified system deficiencies through the 2045 planning period as determined in the system analysis. Projects initially designated for the short-term planning period are shown in red while long term projects are shown in blue. Brief descriptions of the identified projects are included in this section.

FIGURE 6-1
CITY OF MIDWEST CITY
WASTEWATER COLLECTION SYSTEM
CAPITAL IMPROVEMENTS PLAN
LEGEND

2028 Proposed Improvements		Existing Wastewater System	
	Lift Station		Manhole
	Wastewater Line		Lift Station
	Force Main		8" and Smaller Wastewater Line
	Development		10" and Larger Wastewater Line
2033 Proposed Improvements		Existing Wastewater System	
	Lift Station		Force Main
	Wastewater Line		Road
	Development		Railroad
	Development		Stream
	Existing Development		Existing Development
	Assessment Area		City Limit
	Other City Limit		Other City Limit



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Project 1: Expand Hiwassee Lift Station to 2.0 MGD

The Hiwassee Lift Station will be upsized from a firm capacity of 0.76 MGD to 2.0 MGD. The 10-inch force main will begin at the Hiwassee Lift Station and follow Southeast 15th Street west until connecting with an existing 18-inch wastewater line. This force main will replace the existing 8-inch force main. Expanding the Hiwassee Lift Station will help to accommodate additional flow from the proposed developments in the southeast corner of the assessment area.

Triggers

Remaining Flow Capacity (Existing) = 0.00 MGD

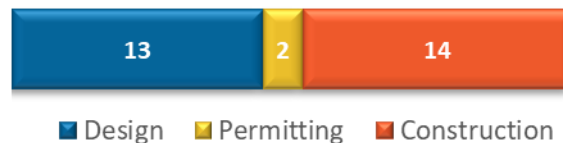
Approximate Additional Servable Single-Family Units = 0 units

Contributing Developments:

- Unnamed (I)
- Timber Ridge Pointe Section 5
- Timber Ridge

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 2: 10- and 12-inch Sewer Lines along Lakeside Drive

The proposed 10-inch line will begin at the cul-de-sac of Lakeside Drive and flow briefly east before heading north past a detention pond. It will upsize to a 12-inch line and continue north past another detention pond until crossing Southeast 15th Street and connecting with an existing 18-inch line. The proposed lines will replace an existing 8-inch line. The proposed 10-inch wastewater line will serve additional flow coming from the proposed Anderson Pointe development.

Triggers

Remaining Flow Capacity (Existing) = 0.23 MGD

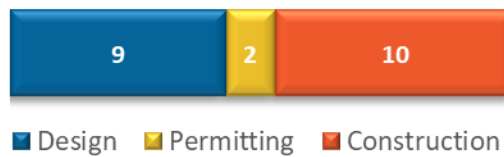
Approximate Additional Servable Single-Family Units = 278 units

Contributing Developments:

- Anderson Pointe

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 3: 10- and 12-inch Sewer Lines along Timber Ridge Boulevard

The proposed 10-inch line will begin near the intersection of Southeast 29th Street and Timber Ridge Boulevard, and will follow Timber Ridge Boulevard northwest until upsizing to a 12-inch line when it reaches Red Oak Drive. The 12-inch line continues along Timber Ridge Boulevard until turning north and following South Hiwassee Road, stopping when it reaches Austrian Pine Drive. The proposed lines will replace an existing 8-inch line. The proposed 10- and 12-inch wastewater lines will convey additional flow from the Timberland Lift Station.

Triggers

Remaining Flow Capacity (Existing) = 0.12 MGD

Approximate Additional Servable Single-Family Units = 141 units

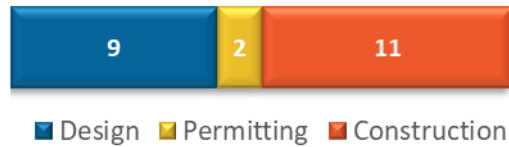
Contributing Developments:

- Unnamed (I)

- Timber Ridge Pointe Section 5
- Timber Ridge

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 4: Expand Edgewood Lift Station to 5.75 MGD

The Edgewood Lift Station will be upsized from a firm capacity of 3.46 MGD to 5.75 MGD. Expanding the Edgewood Lift Station will help to accommodate additional flow from the proposed developments.

Triggers

Remaining Flow Capacity (Existing) = 0.35 MGD

Approximate Additional Servable Single-Family Units = 419 units

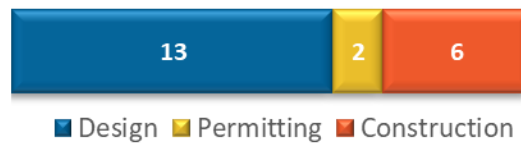
Contributing Developments:

- Anderson Pointe
- Unnamed (B)
- Oakwood East
- Summerview
- Unnamed (E)
- R&B Acres
- Timber Ridge

- Timber Ridge Pointe Section 5
- Unnamed (I)
- Turtlewood
- The Curve

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 5: 12-inch Sewer Line Downstream of the East 1-5 Lift Station

The proposed 12-inch wastewater line will flow northeast from the East 1-5 Lift Station until connecting with the existing 18-inch line just southwest of Surrey Lane. The proposed 12-inch wastewater line will redirect flow from the East 1-5 Lift Station north without the use of a force main.

Triggers

Remaining Flow Capacity (Existing) = N/A

Approximate Additional Servable Single-Family Units = N/A

*This project runs through the Summerview Development, which will be a significant driver for project initiation. It will also allow for the decommissioning of the East 1-5 Lift Station.

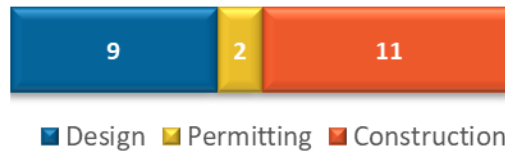
Contributing Developments:

- Summerview
- Turtlewood
- The Curve

- Oakwood East
- Unnamed (B)

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 6: 12-inch Sewer Line and Decommission East 1-5 Lift Station

The proposed 12-inch line will begin slightly north of the intersection of Sheffield Street and South Westminster Road, and goes northeast until crossing Southeast 15th Street and reaching the East 1-5 Lift Station. This line will replace an existing 8-inch line. The East 1-5 Lift Station will be decommissioned. The 12-inch wastewater line will help to accommodate additional flow from developments in the southwest corner of the assessment area. The decommissioning of the East 1-5 Lift Station will help to consolidate operations.

Triggers

Remaining Flow Capacity (Existing) = 0.00 MGD

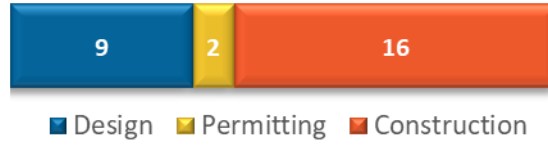
Approximate Additional Servable Single-Family Units = 0 units

Contributing Developments:

- Turtlewood
- The Curve
- Oakwood East
- Unnamed (B)

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



6.2 PLANNING LEVEL PROJECT COST ESTIMATES

Planning level cost estimates were developed for the recommended improvements. The cost estimating process was developed according to the American Association of Cost Engineers (AACE) Estimate Class 5. This corresponds to a maturity level of project design deliverables of approximately five percent. Estimates are developed to be conservative for budgeting purposes, but actual project costs may vary. The costs are provided as estimates based on previous similar engineering experience in 2023 dollars and include an allowance for engineering, surveying, and contingencies. The project cost estimates do not include an allowance for land or right of way acquisition, adjacent collection lines impacted by the project, individual service connections, permitting, construction allowances, or other unique project specific costs beyond “typical” project requirements. Unit costs were developed based on engineering experience and analysis of recent, local bid tabs. These unit costs account for various appurtenances included with each item and are higher than the simple cost of the material. Additionally, unit costs incorporate existing market conditions, and future changes to material supply and construction demand will affect project costs. These costs are for planning and budgeting purposes only and are not to be considered as a detailed opinion of probable construction cost. **Table 6-1** summarizes the estimated project costs by phase. Detailed and itemized descriptions of all the CIP projects and associated costs are shown in **Appendix B**.

Table 6-1: CIP Estimated Cost Summary

Project Number	Project Name	Cost
Short Term Projects		
1	Expand Hiwassee Lift Station; 10-inch Force Main	\$ 6,727,500
2	10- and 12-inch Sewer Lines along Lakeside Drive	\$ 3,241,200
3	10- and 12-inch Sewer Lines along Timber Ridge Boulevard	\$ 2,685,100
4	Expand Edgewood Lift Station	\$ 11,212,500
Short Term Total		\$ 23,866,300
Long Term Projects		
5	12-inch Sewer Line	\$ 2,158,800
6	12-inch Sewer Line; Decommission East 1-5 Lift Station	\$ 2,816,600
Long Term Total		\$ 4,975,400
CIP Total		\$ 28,841,700

**APPENDIX A:
Lift Station Data Sheets**

Lift Station Information

Lift Station Name: Edgewood

Year Lift Station Built: 1986

Lift Station Address: 11500 N.E. 5th Street

Type of Structure: Brick/Concrete

Wet Well Capacity: 154,000 gallons

Motor Manufacturer: Marathon

Motor HP: 100

Motor Voltage: 480V 3 Phase

Number of Pumps: 3

Pump Type (Sub., Vert. Centr., or Horiz. Centr.): Horizontal Pump

Pump GPM: 1200 GMP @ 150' TDH

Pump Model Number: 61-24829

Pump Serial Number: _____

Pump Serial Number: _____

Pump Serial Number: _____

Wetwell Influent Pipe Size: 24"

Wetwell Discharge Pipe Size: 16"

Generator Installed (Yes or No): Yes

Generator Size (Kw): 300

Generator Manufacturer: Onan

Generator Model Number: 300.00DDFM-17R/27619N

Alarm: Raco - Alarm Agent

Trans Switch Model/Serial Number: Onan- LTLCA200 39U/26504G

OG&E Account Number: 831-757

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Lagoon

Year Lift Station Built: 1986/New pumps installed 6/20/2019 and 7/9/2019

Lift Station Address: 414 N. Anderson Rd.

Type of Structure: Brick/Concrete

Wet Well Capacity: 6,060 gallons

Motor Manufacturer: Vaughan Co., Inc.

Motor HP: 25

Motor Voltage: 230V/3 Phase/60 Hz

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 525 GMP @ 75' TDH

Pump Model Number: S4S3-230V-100

Pump Serial Number: 146985A-05/19

Pump Serial Number: 146985B-05/19

Wet Well Influent Pipe Size: 10" & 8"

Wet Well Discharge Pipe Size: 6"

Generator Installed (Yes or No): Yes

Generator Size (Kw): 30

Generator Manufacturer: Onan

Generator Model Number: HF1B5103

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: 814600

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Shapard

Year Lift Station Built: 1978 Rebuilt in 2010

Lift Station Address: 201 1/2 Shapard Dr.

Type of Structure: Fiberglass/Concrete

Wet Well Capacity: 3,000 gallons

Motor Manufacturer: Baldor

Motor HP: 6.5

Motor Voltage: 220V 3 Phase

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 60 GMP @ 52' TDH

Pump Model Number: 3102 SH

Pump Serial Number: 3102.818-0960594/33102.181-1442/257

Pump Serial Number: 3102.818-0960595/33102.181-1442

Wet Well Influent Pipe Size: 8"

Wet Well Discharge Pipe Size: 4"

Generator Installed (Yes or No): Yes

Generator Size (Kw): _____

Generator Manufacturer: Cummins

Generator Model Number: GGHE-2117039

Generator Serial Number: L090070941 Spec J.

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: OTECA-2075071/K09006749A Spec A.

OG&E Account Number: 818073

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: 15th & Hiwassee

Year Lift Station Built: 1987/Refurbished 2018

Lift Station Address: 12800 S.E. 15th Street

Type of Structure: Brick/Cement

Wet Well Capacity: 5,500 gallons

Motor Manufacturer: Vaughan

Motor HP: 25

Motor Voltage: 230V 3 Phase

Number of Pumps: 2

Pump Type (Sub., Vert. Centr., or Horiz. Centr.): Submersible

Pump GPM: 525 GMP @ 76' TDH

Pump Model Number: S4S3-230V-100

Pump Serial Number: 140088A

Pump Serial Number: 140088B

Wet Well Influent Pipe Size: 12" westside, 18" southside

Wet Well Discharge Pipe Size: 6"

Generator Installed (Yes or No): Yes

Generator Size (Kw): 30

Generator Manufacturer: Onan

Generator Model Number: 30.0D16-15R1253260

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: Onan/ONCV 600G 24G

OG&E Account Number: 676752-9

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: 15th & Anderson

Year Lift Station Built: 1987/Refurbished 2018

Lift Station Address: 12100 S.E. 15th Street

Type of Structure: Brick/Cement

Wet Well Capacity: 6,205 gallons

Motor Manufacturer: Ebara

Motor HP: 25

Motor Voltage: 220V 3 Phase

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 800 GMP @ 44' TDH

Pump Model Number: H87132-2 Date 7-87

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: 10"

Wet Well Discharge Pipe Size: 6"

Generator Installed (Yes or No): Yes

Generator Size (Kw): 30

Generator Manufacturer: Onan

Generator Model Number: 30.0D16-15R1253260

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: 676588-7

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Elizabeth St.

Year Lift Station Built: 1994

Lift Station Address: 12401 Elizabeth Dr.

Type of Structure: Steel/Cement

Wet Well Capacity: 1400 gallons

Motor Manufacturer: Flygt

Motor HP: 2.4

Motor Voltage: 220V

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): _____

Pump GPM: 250 GMP

Pump Model Number: 3085.181-4336

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: 8"

Wet Well Discharge Pipe Size: 4"

Generator Installed (Yes or No): No

Generator Size (Kw): N/A

Generator Manufacturer: N/A

Generator Model Number: N/A

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: 818624

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: East 1-5

Year Lift Station Built: 1995

Lift Station Address: 11246 S.E. 15th Street

Type of Structure: Fiberglass/Cement

Wet Well Capacity: 3,000 gallons

Motor Manufacture: GE 5K256JG202A

Motor HP: 20

Motor Voltage: 220V 3 Phase

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 150 GMP @ 102' TDH

Pump Model Number: EYG47678

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: 12"

Wet Well Discharge Pipe Size: 4" into a 6" force main line.

Generator Installed (Yes or No): Yes

Generator Size (Kw): _____

Generator Manufacturer: Cummins

Generator Model Number: GGHF-2117035

Generator Serial Number: _____

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: 660349-2

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Timber Ridge

Year Lift Station Built: 2012

Lift Station Address: 131?? Red Oak Dr. (Timber Ridge Addition at the end of Red Oak Dr.)

Type of Structure: Fiberglass/Cement

Wet Well Capacity: 3,300 gallons

Motor Manufacturer: Gorman-Rupp

Motor HP: 17

Motor Voltage: 460V 3 Phase

Number of Pumps: 2

Pump Type (Sub., Vert. Centr., or Horiz. Centr.): Submersible

Pump GPM: 200 GMP @ 100' TDH

Pump Model Number: JSV3L60-E17

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: 8"

Wet Well Discharge Pipe Size: 4" pipe - pumps are 3" discharge

Generator Installed (Yes or No): Yes

Generator Size (Kw): 80

Generator Manufacturer: Generac

Generator Model Number: 13493380100

Generator Serial/Type Number: 2112740/SG0080KG036.8N23HBYA

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: Meter # 1060137

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Timberland M.H.P

Year Lift Station Built: February 19, 2015

Lift Station Address: 13501 S.E. 29th Street, Choctaw, OK 73020

Type of Structure: Fiberglass/Cement

Wet Well Capacity: 3,300 gallons

Motor Manufacturer: Gorman-Rupp

Motor HP: 20

Motor Voltage: 460V/3 Phase/60Hz

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 210 GMP @ 85' TDH

Pump Model Number: Hayward-Gordon CHOPX4B-S

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: _____

Wet Well Discharge Pipe Size: 6 inch piping with 4" in bypass

Generator Installed (Yes or No): Yes

Generator Size (Kw): 100

Generator Manufacturer: Generac - Diesel

Generator Model Number: 18475290100

Generator Serial/Type Number: _____

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: _____

*updated as of 1/19/2023 by SJ

**APPENDIX B:
CIP Cost Estimate Project Sheets**

Appendix B: CIP Cost Estimate Project Sheets

All projects were developed in accordance with ODEQ standards and the design criteria as outlined in **Section 5.1**. The sizing of these projects was solely determined by the required capacity as projected by the hydraulic model. Projects are loosely prioritized and phased by hydraulic requirements and projected development. Results of the lift station field inspection are also incorporated into project priority to address identified condition issues. However, project implementation may vary, and final prioritization will be determined by City staff and the design engineer. In general, the short-term phase corresponds to approximately a ten-year period and the long-term phase runs through the 2045 planning period. Locations for new collector mains and other recommended improvements shown were investigated for feasibility but generalized for hydraulic analysis and planning purposes.

Planning level cost estimates were developed for the recommended improvements. The cost estimating process was developed according to the American Association of Cost Engineers (AACE) Estimate Class 5. This corresponds to a maturity level of project design deliverables of approximately five percent. Estimates are developed to be conservative for budgeting purposes, but actual project costs may vary. The costs are provided as estimates based on previous similar engineering experience in 2021 dollars and include an allowance for engineering, surveying, and contingencies. The project cost estimates do not include an allowance for land or right of way acquisition, adjacent collection lines impacted by the project, individual service connections, permitting, construction allowances, or other unique project specific costs beyond "typical" project requirements. Unit costs were developed based on engineering experience and analysis of recent, local bid tabs. These unit costs account for various appurtenances included with each item and are higher than the simple cost of the material. Additionally, unit costs incorporate existing market conditions, and future changes to material supply and construction demand will affect project costs. These costs are for planning and budgeting purposes only and are not to be considered as a detailed opinion of probable construction cost.

Capital Improvement Cost Estimate

July 17, 2023

Construction Project Number: 1

Phase: Short

Project Name: **Expand Hiwassee Lift Station; 10-inch Force Main**

Project Description:

The Hiwassee Lift Station will be upsized from a firm capacity of 0.76 MGD to 2.0 MGD. The 10-inch force main will begin at the Hiwassee Lift Station and follow Southeast 15th Street west until connecting with an existing 18-inch wastewater line. This force main will replace existing 8-inch force mains.

Vicinity Map



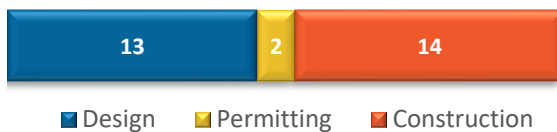
Project Drivers:

Expanding the Hiwassee Lift Station will help to accommodate additional flow from the proposed developments in the southeast corner of the assessment area.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station - New 2 MGD	1	LS	\$ 3,000,000	\$ 3,000,000
2	10" Force Main < 8 feet deep	7,500	LF	\$ 200	\$ 1,500,000
				SUBTOTAL:	\$ 4,500,000
				CONTINGENCY	30%
				SUBTOTAL:	\$ 5,850,000
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 6,727,500
Estimated Project Total:					\$ 6,727,500

Project Timing (months)



Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

Capital Improvement Cost Estimate

July 17, 2023

Construction Project Number: 2

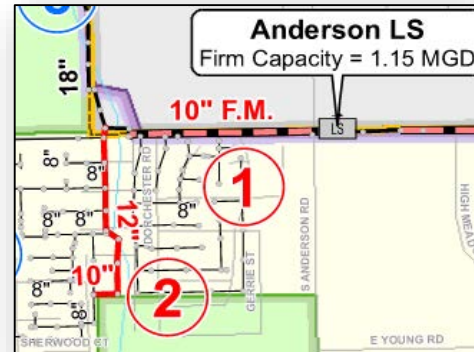
Phase: Short

Project Name: 10- and 12-inch Sewer Lines along Lakeside Drive

Project Description:

The proposed 10-inch line will begin at the culdesac of Lakeside Drive and go briefly east before heading north past a detention pond. It will upsize to a 12-inch line and continue north past another detention pond until crossing Southeast 15th Street and connecting with an existing 18-inch line. The proposed lines will replace an existing 8-inch line.

Vicinity Map



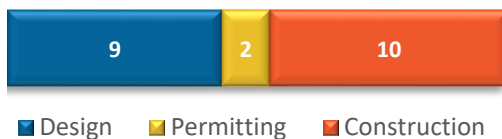
Project Drivers:

The proposed 10-inch wastewater line addresses additional flow coming from the proposed Anderson Pointe development.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10" Pipe 8- 16 feet deep	1,300	LF	\$ 300	\$ 390,000
2	12" Pipe 8- 16 feet deep	1,500	LF	\$ 360	\$ 540,000
3	18" Boring and Casing	400	LF	\$ 900	\$ 360,000
4	20" Boring and Casing	800	LF	\$ 1,000	\$ 800,000
5	Concrete Pavement Repair	200	LF	\$ 90	\$ 18,000
6	48" Diameter Manhole	5	EA	\$ 12,000	\$ 60,000

Project Timing (months)



SUBTOTAL:		\$	2,168,000
CONTINGENCY	30%	\$	650,400
SUBTOTAL:		\$	2,818,400
ENG/SURVEY	15%	\$	422,800
SUBTOTAL:		\$	3,241,200

Estimated Project Total: \$ 3,241,200

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

Capital Improvement Cost Estimate

July 17, 2023

Construction Project Number: 3

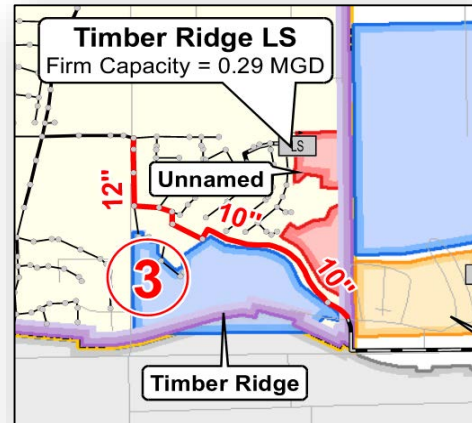
Phase: Short

Project Name: 10- and 12-inch Sewer Lines along Timber Ridge Boulevard

Project Description:

The proposed 10-inch line will begin near the intersection of Southeast 29th Street and Timber Ridge Boulevard, and will follow Timber Ridge Boulevard northwest until upsizing to a 12-inch line when it reaches Red Oak Drive. The 12-inch line continues along Timber Ridge Boulevard until turning north and following South Hiwassee Road, stopping when it reaches Austrian Pine Drive. The proposed lines will replace an existing 8-inch line.

Vicinity Map



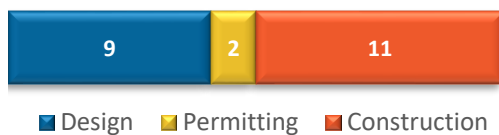
Project Drivers:

The proposed 10- and 12-inch wastewater lines address additional flow coming from the Timberland Lift Station.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10" Pipe 8- 16 feet deep	3,100	LF	\$ 300	\$ 930,000
2	12" Pipe 8- 16 feet deep	1,500	LF	\$ 360	\$ 540,000
3	20" Boring and Casing	200	LF	\$ 1,000	\$ 200,000
4	Concrete Pavement Repair	200	LF	\$ 90	\$ 18,000
5	48" Diameter Manhole	9	EA	\$ 12,000	\$ 108,000

Project Timing (months)



■ Design ■ Permitting ■ Construction

SUBTOTAL:		\$	1,796,000
CONTINGENCY	30%	\$	538,800
SUBTOTAL:		\$	2,334,800
ENG/SURVEY	15%	\$	350,300
SUBTOTAL:		\$	2,685,100
Estimated Project Total:		\$	2,685,100

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

Capital Improvement Cost Estimate

July 17, 2023

Construction Project Number: 4

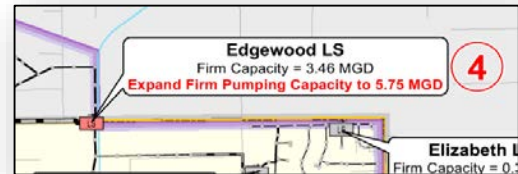
Phase: Short

Project Name: **Expand Edgewood Lift Station**

Project Description:

Vicinity Map

The Edgewood Lift Station will be upsized from a firm capacity of 3.46 MGD to 5.0 MGD.



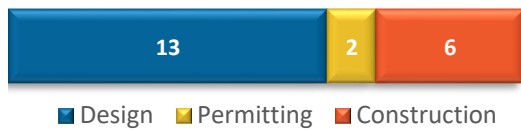
Project Drivers:

Expanding the Edgewood Lift Station will help to accommodate additional flow from all proposed developments.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station - New 5 MGD	1	LS	\$ 7,500,000	\$ 7,500,000
				SUBTOTAL:	\$ 7,500,000
				CONTINGENCY	30%
				SUBTOTAL:	\$ 9,750,000
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 11,212,500
Estimated Project Total:					\$ 11,212,500

Project Timing (months)



Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

Capital Improvement Cost Estimate

July 17, 2023

Construction Project Number: 5

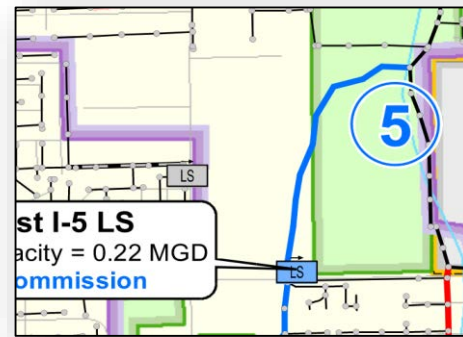
Phase: Long

Project Name: 12-inch Sewer Line

Project Description:

The proposed 12-inch wastewater line will flow northeast from the East 1-5 Lift Station until connecting with the existing 18-inch line just southwest of Surrey Lane.


Vicinity Map



Project Drivers:

The proposed 12-inch wastewater line will redirect flow from the East 1-5 Lift Station north without the use of a force main.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe 8- 16 feet deep	3,500	LF	\$ 360	\$ 1,260,000
2	20" Boring and Casing	100	LF	\$ 1,000	\$ 100,000
3	48" Diameter Manhole	7	EA	\$ 12,000	\$ 84,000
<p>Project Timing (months)</p>  <p>■ Design ■ Permitting ■ Construction</p>				SUBTOTAL:	\$ 1,444,000
CONTINGENCY				30%	\$ 433,200
ENG/SURVEY				15%	\$ 281,600
					SUBTOTAL: \$ 2,158,800
Estimated Project Total:					\$ 2,158,800

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

Capital Improvement Cost Estimate

July 17, 2023

Construction Project Number: 6

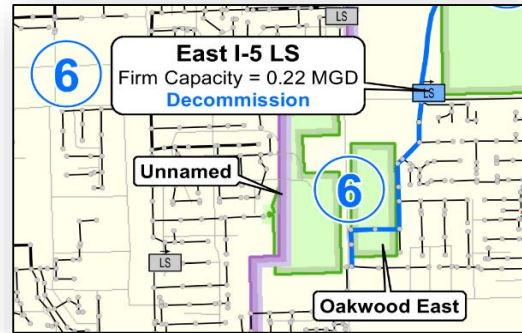
Phase: Long

Project Name: 12-inch Sewer Line; Decommission East 1-5 Lift Station

Project Description:

The proposed 12-inch line will begin slightly north of the intersection of Sheffield Street and South Westminster Road, and goes northeast until crossing Southeast 15th Street and reaching the East 1-5 Lift Station. This line will replace an existing 8-inch line. The East 1-5 Lift Station will be decommissioned.

Vicinity Map



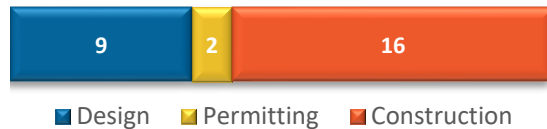
Project Drivers:

The 12-inch wastewater line will help to accommodate additional flow from developments in the southwest corner of the assessment area. The decommissioning of the East 1-5 Lift Station will help to consolidate operations.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Decommission Lift Station	1	LS	\$ 250,000	\$ 250,000
2	12" Pipe 8- 16 feet deep	3,700	LF	\$ 360	\$ 1,332,000
3	20" Boring and Casing	200	LF	\$ 1,000	\$ 200,000
4	Concrete Pavement Repair	200	LF	\$ 90	\$ 18,000
5	48" Diameter Manhole	7	EA	\$ 12,000	\$ 84,000
				SUBTOTAL:	\$ 1,884,000
				CONTINGENCY	30%
				SUBTOTAL:	\$ 2,449,200
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 2,816,600
Estimated Project Total:					\$ 2,816,600

Project Timing (months)



Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 25, 2023

SUBJECT : Discussion, consideration, and possible action of approving Amendment #2 for Professional Services with Freese and Nichols, Inc. in the amount of \$71,776 to provide services in support of the Eastside Sanitary Sewer Study.

In June of 2022, the City released a request for proposals (RFP) to study the sanitary sewer infrastructure on the east side of our City. The contract for the study was awarded to Freese and Nichols Inc. (FNI) at the regular meeting held July 26, 2022.

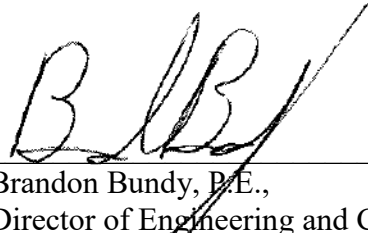
This study is in response to the continued development in the eastern portions of the City. Much of the sanitary sewer infrastructure was built for development 20-30 years ago and may no longer be adequate. There are a series of lift stations which pump the sanitary sewer over a number of ridgelines, ultimately going to one single lift station before gravity flowing to our treatment plant. The goals of this study were to understand our current capacity and to lay out a plan for future expansion and maintenance of this vital infrastructure.

A separate council action has been prepared to present the key findings of the study. Amendment #2 is being requested to include a financial analysis with recommendations. What the study has thus far shown is that there will be a large financial impact to build infrastructure for the fully built conditions. The report does not include any discussion about funding mechanisms or possible funding sources.

FNI has vast experience in this realm of financing utility infrastructure and will rely on their experience beyond the Oklahoma City region to summarize, analyze, and provide Council with best practices. According to the amendment, this report is expected to be presented to Council at the first council meeting scheduled in January, 2024.

The base fee of the project is \$265,915 and the additional task G1 identified in the original scope is being eliminated because it will be incorporated in future improvements. This new amendment is expected to cost \$46,776 for delivering a report and an additional \$25,000 is included for additional meetings if required. The 3 meetings are identified as; 1 kickoff, 1 with staff for results, and 1 to present final documents to Council.

This contract is funded as project #442301 (Fund 188).



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

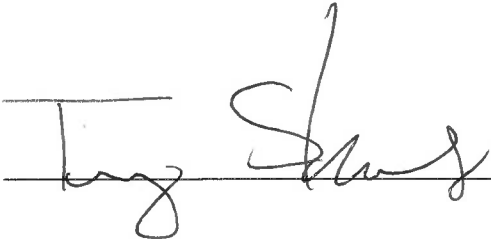
**SECOND AMENDMENT
TO LETTER AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN FREESE AND NICHOLS, INC.
AND
CITY OF MIDWEST CITY**

Pursuant to Paragraph 2.A. and Paragraph 3.A. of the Professional Services Agreement dated July 26, 2022, the following amendment is hereby agreed to between the parties:

Task G1. Assess Condition of Wastewater Facilities Using Site Visits from the original Professional Services Agreement will not be completed and is subsequently removed from the Scope of Services.

The following Attachments A – Scope of Services and B – Schedule of Fees are in addition to the current Attachments A and B of the Professional Services Agreement dated July 26, 2022:

Freese and Nichols, Inc.:



Date: 7-13-2023

For City of Midwest City:

Matt Dukes, II
Mayor

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

PROJECT UNDERSTANDING

This section provides a description of the scope of work anticipated to meet the project objectives in accordance with Freese and Nichols' ("FNI") understanding of the needs and objectives of the City of Midwest City (the "City"). The proposed project approach is intended to provide a review and evaluation of the ability and options of the City to address their water and wastewater capital program needs. This also includes a benchmarking of comparable/appropriate systems and their funding decisions. The understanding of and approach proposed for this project is outlined in the following sections.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK H. Comprehensive Review of Capital Program Funding and Implementation Options

H.1 Initial Meetings and Data Collection

This task will involve collecting and reviewing basic data to be provided by the utilities, including reports by others, historical and current financial information, and operating and capital budgets. It's recognized that FNI may already have much of the data needed for analysis. Where possible, data will be collected in electronic form to avoid duplication of effort with regard to data entry and to ensure data accuracy. Specific activities may include:

- Data Request
- Project Review
- Review and Evaluation of Basic Data
- Supplemental Data Requests

H.2 Review and Impact of Funding Options

This task will include, as needed, a detailed analysis of the options and opportunities for the City to secure revenues and revenue streams to implement their proposed capital program needs. This analysis will be based upon the City's specific needs and geographical and economic situations, as well as the experience of FNI, both locally and nationally. Specific activities will include:

- Review of potential revenue sources
- Evaluation of potential funding alternatives identified, using available budget/financial information provided by the City, and determine the financial impact of each alternative on the system and its customers
- Recommendation of prioritization of alternatives, based upon agreed upon criteria between the team and staff, such as revenue stream identified, ease and length of evaluation and implementation, short term vs long term revenue, etc

H.3 Benchmarking of Comparative Cities/Utilities

This task will consist of benchmarking the various avenues taken for securing revenue streams of six (6) cities/utilities that are size/management comparable to the City. The benchmarked cities/utilities will be agreed upon by the team and staff. This will provide the City with a peer review of other utilities' management/financial decisions to address infrastructure aging/growth concerns.

H.4 Meetings and Presentations

This task will include all preparation for the meetings in task H.5. This includes all development of PowerPoint presentations and development of summary materials to present to staff and City Council.

H.5 Meetings and Presentations

- Meeting #1 – Kickoff Meeting with Staff (**In Person/Virtual**)
- Meeting #2 – Staff Workshop (**In Person**)
 - Provide findings and initial recommendations to City staff for review
 - Determine recommendations to present to Council
 - Determine plan for presenting to Council
- Meeting #3 – Council Presentation (**In Person**)
 - Present findings and recommendations
 - Provide preliminary plan for moving forward
 - Obtain Council direction for next steps

H.6 Technical Memorandum

FNI will deliver a technical memorandum that outlines the approach for the study, findings of the study and the recommendations to the City for next steps. FNI will provide the City with one (1) electronic file of the draft memorandum. Upon receipt of the City's final comments, FNI will finalize the memorandum and deliver an electronic file to the City.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: Upon request by the City, FNI will provide up to an additional 100 hours of service to address any special requests by the City. These hours are not to exceed Twenty-Five Thousand Dollars (\$25,000) for Special Services.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, may include, but are not limited to, the following:

- Additional Meetings
- Detailed Evaluation of Alternatives
- Assistance in Implementation of Alternatives
- Services not otherwise specified in Basic or Special Services

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Draft Recommendations Memo – Within 90 days from NTP
- Final Recommendations Memo – Within 14 days from receipt of comments on Draft Memo

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to production and completion of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – Brandon Bundy
100 N Midwest Blvd
Midwest City, OK 73110
405.739.1213
bbundy@midwestcityok.org

FNI's Designated Representative – Richard Campbell
101 S. Locust Street, Suite 202
Denton, TX 76201
940.220.4356
Richard.Campbell@freese.com

FNI's Accounting Representative – Erin Westbrook
801 Cherry Street, Suite 2800
Ft. Worth, TX 76102
Erin.Westbrook@freese.com

PROFESSIONAL SERVICES AGREEMENT
between
Freese and Nichols, Inc.
And
THE CITY OF MIDWEST CITY

ATTACHMENT “B”

The scope of work for Tasks H.1 – H.6 will be completed for a **LUMP SUM** fee of **\$46,776**, **INCLUSIVE OF EXPENSES** and Special Services will be completed for a **NOT TO EXCEED** fee of **\$25,000, INCLUSIVE of EXPENSES**, for a total fee of \$71,776. Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

Fee Breakdown by Task

Task	Description	Total Fee
Contract Adjustments		
A-G	ORIGINAL CONTRACT AMOUNT	\$296,000
G	CREDIT FOR TASK G (TASK TO BE REMOVED FROM SCOPE OF WORK)	(\$ 30,085)
A-F	ADJUSTED CONTRACT AMOUNT	\$265,915
Basic Services		
H.1	INITIAL MEETING AND DATA COLLECTION	\$ 2,171
H.2	REVIEW AND IMPACT OF FUNDING OPTIONS	\$ 21,519
H.3	BENCHMARKING OF COMPARITIVE UTILITIES	\$ 7,345
H.4	MEETING PREPARATION	\$ 7,593
H.5	MEETINGS AND PRESENTATIONS	\$ 3,293
H.6	TECHNICAL MEMORANDUM	\$ 4,855
Sub-total: Basic Services (LUMP SUM)		\$ 46,776
Special Services		
I	SPECIAL SERVICES (NOT TO EXCEED 100 HOURS)	\$ 25,000
Sub-total: Special Services (NOT TO EXCEED)		\$ 25,000
Grand Total of New Proposed Scope of Work		\$ 71,776
NEW CONTRACT TOTAL		\$337,691

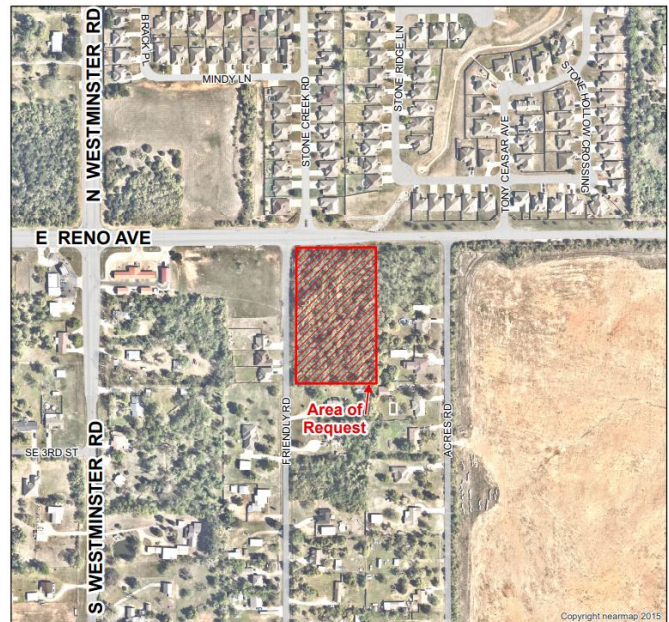
Community Development Department

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023
Subject: (PC-2149) Public hearing, discussion, consideration, and possible action of approval of the Replat of all of Lots 3 & 4 in Block 1 of Friendly Acres Addition, being more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma County, Oklahoma.

Executive Summary: This item is a request to approve a replat of all of Lots 3 & 4 in Block 1 of Friendly Acres. This would subdivide the parcel into nine (9) lots; eight (8) buildable lots, and one (1) lot used for common area.

There are currently no structures on the lot. If approved, all development standards and regulations for Single-Family Detached (“R-6”) must be observed.

The area of request is located in the east side collection area currently under evaluation. The applicant has been advised that the City has this area under evaluation and that the impacts of further developments are unknown. Impacts found by the study will also need careful consideration as to the funding mechanisms and related proposed developments.



The applicant, Mr. Bryan Funderburgh, was present at Planning Commission and addressed the Commission.

Both state and local public notice requirements were met.

At the time of this writing, staff has received two (2) comments from surrounding property owners, both are in favor of the proposal. One of the surrounding owners wanted to express the mailbox situation for the west side of street. Residents on the west side had erected mailboxes on their properties, the Post Office told them they would not deliver mail on west side, so they required the residents to put mailboxes on east side of the street. The resident calling is concerned with their mail not getting delivered because the applicant will have to take them down for his proposed development.

Planning Commission recommended approval of this item. Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- July 5, 2023

City Council- July 25, 2023

Date of Pre-Development Meeting:

November 22, 2022

Council Ward: Ward 3, vacant

Owner: Bryan Funderburgh, Sycamore Custom Homes

Applicant: Bryan Funderburgh

Engineer: Keith Cook, PE

Proposed Use: Single-family homes

Size: The subject property has a frontage of 115 feet along E. Reno Avenue, and a depth of 172 feet, and contains an area of 24,017 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Single-Family Detached Residential

North- Single-Family Detached Residential

South- Single-Family Detached Residential

East- Single-Family Detached Residential

West- Office/Retail

Zoning Districts:

Area of Request- Single-Family Detached Residential (“R-6”)

North- Single-Family Detached Residential (“R-6”)

South- Single-Family Detached Residential (“R-6”)

East- Single-Family Detached Residential (“R-6”)

West- Single-Family Detached Residential (“R-6”)

Land Use:

Area of Request- Vacant

North- Residential

South- Residential

East- Vacant; Residential

West- Vacant; Residential

Comprehensive Plan Citation:

The future zoning land use for the subject lot is Single-Family Detached Residential

Single-Family Detached (SFD) Land Use

This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

The proposed use is not supported by the Comprehensive Plan, therefore a resolution to the Comprehensive Plan must be made.

Municipal Code Citation:

3.6. – Replat

3.6.1. Purpose & Applicability.

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

(A) Replat Criteria

- a. The **Replat** is signed and acknowledged by the owners of the property being replatted; and
- b. The **Replat** does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

Please note, replats were eliminated with the adoption of new Subdivision Regulations, but applicant submitted application prior to new Subdivision Regulations, so had the option to proceed with replat or adhere to new regulations.

History:

1. The Plat of the Friendly Acres Addition was approved in 1937.
2. Planning Commission recommended approval of this item July 5, 2023.

Staff Comments-

Engineering Staff Code Citations and Comments:

Note: This application is for the replat of a portion of the Friendly Acres subdivision located at 200 Friendly Road.

Section 38-21 in the Subdivision Regulations requires all utility lines and public improvements be reflected on the replat or accompanying engineered construction plans. The proposed public installations must be constructed and must be dedicated to the city prior to the filing of the replat with the County.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, an eight (8) inch main running along the west side of Friendly Road. Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

There's a public sewer main servicing the proposed parcel, an eight (8) inch main running along the west side of Friendly Road.

The area of request is located in the east side collection area currently under evaluation. The applicant has been advised that the City has this area under evaluation and that the impacts of further developments are unknown. Impacts found by the study will also need careful consideration as to the funding mechanisms and related proposed developments.

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

Streets and Sidewalks

Access to the parcel is from Friendly Road.

Friendly Road is an underdeveloped roadway that has no curbing. The applicant is proposing half street improvements along the frontage of Friendly Road.

There is also currently no sidewalk along Friendly Road. The applicant is proposing a sidewalk along the frontage of Friendly Road.

Improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Drainage and Flood Control, Wetlands, and Sediment Control

The parcel currently has an undeveloped secondary channel that bisects the area of request from the southwest to the northeast draining into a structure under East Reno Avenue.

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

The applicant has proposed to construct a detention pond to collect the onsite runoff. The proposed roadway improvements will also collect surface runoff and carry it to the detention facility. The pond discharges into the unimproved channel that drains to Reno Avenue. The applicant is proposing doing landscape and channel work to the transition area to help promote flow and prevent standing water in the area.

Upstream residents have filed complaints to the City concerning flooding issues during high rain events in the identified stream that bisects the development site.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the replat is filed.

A 25 foot, right of way sight triangle at the intersection of Friendly Drive and East Reno Avenue is required.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

Engineering Photos



South along Friendly Rd



Pipe crossing upstream



North along Friendly Rd



Pipe crossing downstream

Fire Marshal's Comments:

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

Public Works' Comments:

Line Maintenance

Water

- No additional comments with this case.

Sanitary Sewer

- No additional comments with this case.

Sanitation

- No additional comments with this case.

Stormwater

- No additional comments with this case.

Planning Division:

Staff met with the applicant May 8, 2023 for a Pre-Development meeting.

During Planning Division's review, the following revisions were requested:

- Show lot easements
- Bearing for each lot needs to be shown.
- The north/south bearing is not visible on submitted hard copy, please move it to where it can be seen.

The applicant satisfied all the requested revisions.

The proposed lots meet the minimum standard of 6,000 square feet. If this application is approved, the homes built on the lots must meet the requirements of the Zoning Ordinance, including, but not limited to; minimum house size of 1,200 square feet, 85% masonry exterior materials (100% facing the street), and 7' side setbacks.

Action is at the discretion of the Council.

Action Required:

Approve or reject the replat of all of Lots 3 & 4 in Block 1 of Friendly Acres subject to the staff comments as found in the July 25, 2023 agenda packet and made a part of PC-2149 file.

Suggested Motion:

"To approve the replat for R&B Acres for the property noted herein, subject to Staff Comments found in the July 25, 2023 City Council agenda packet and made a part of the PC-2149 file."

Please feel free to contact my office at (405) 739-1223 with any questions.

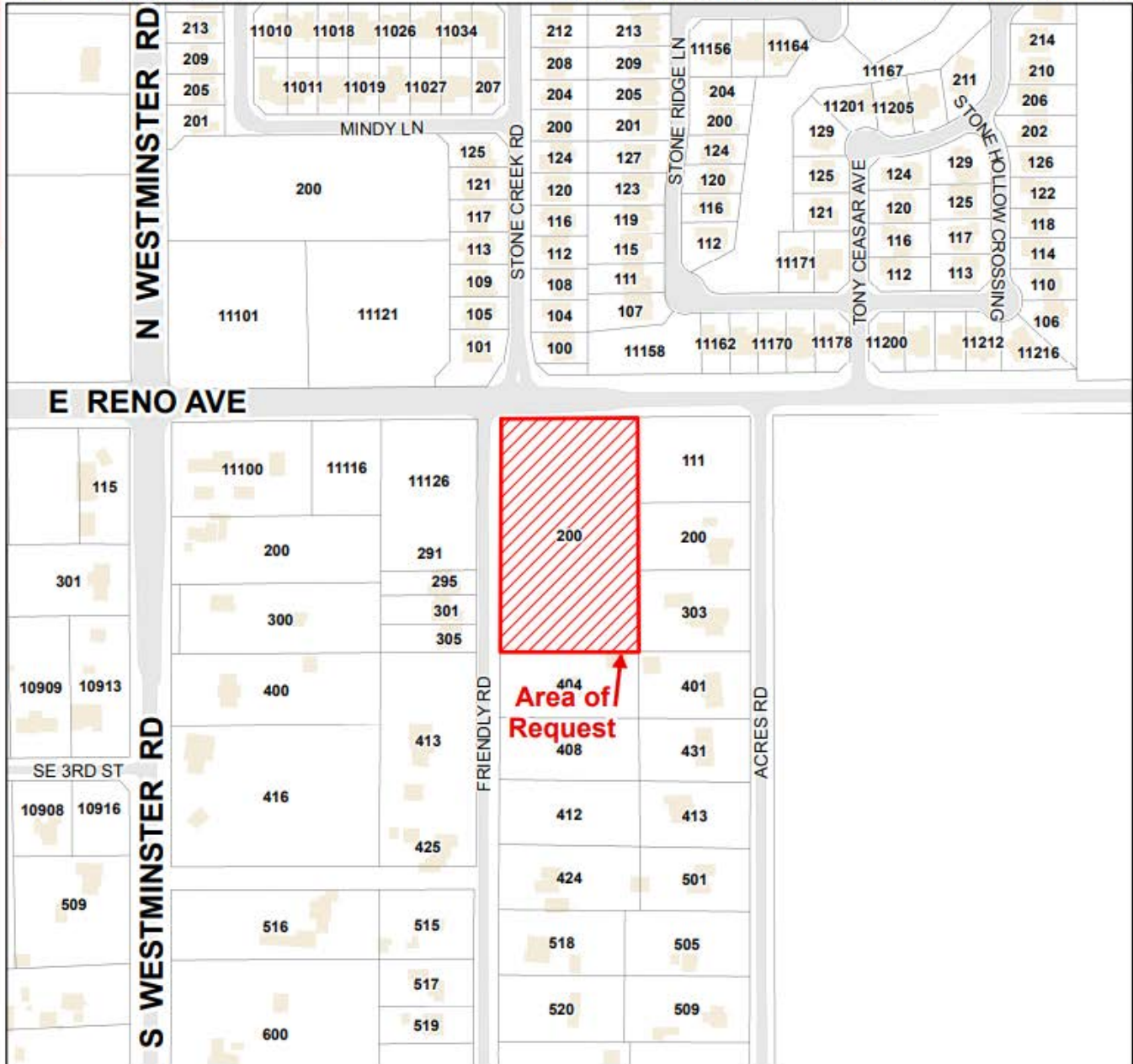


Emily Richey

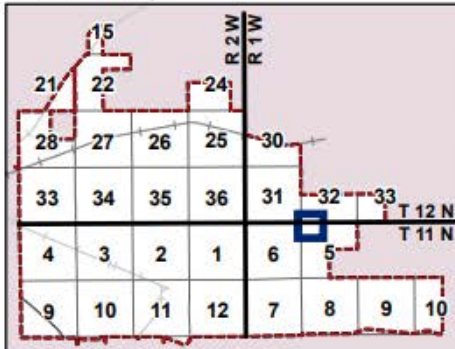
Current Planning Manager



Community Development / Information Technology - GIS



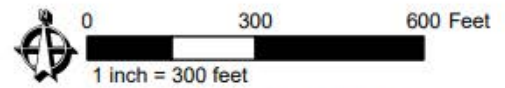
Locator Map



General Map Legend

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

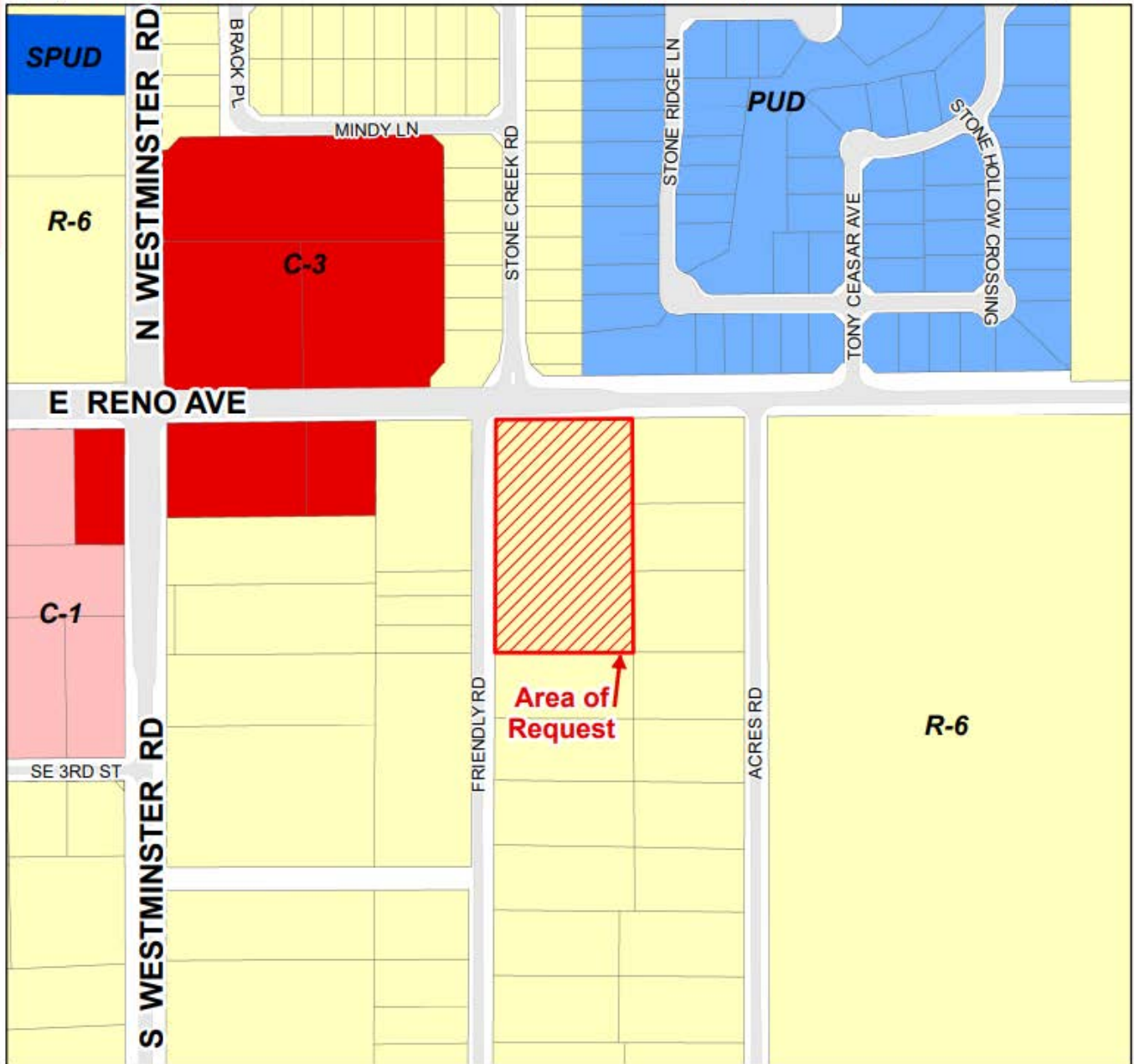
**GENERAL MAP FOR
PC-2149
(NW/4, Sec 25, T11N, R1W)**



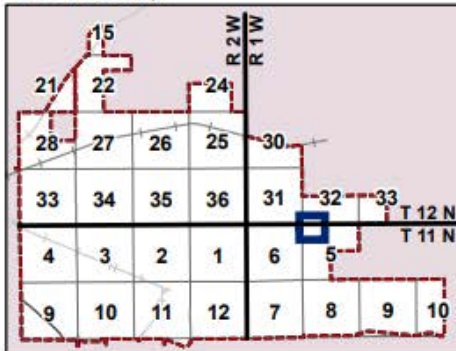
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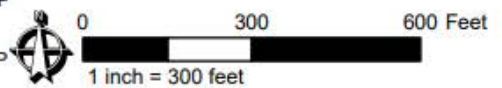
Locator Map



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

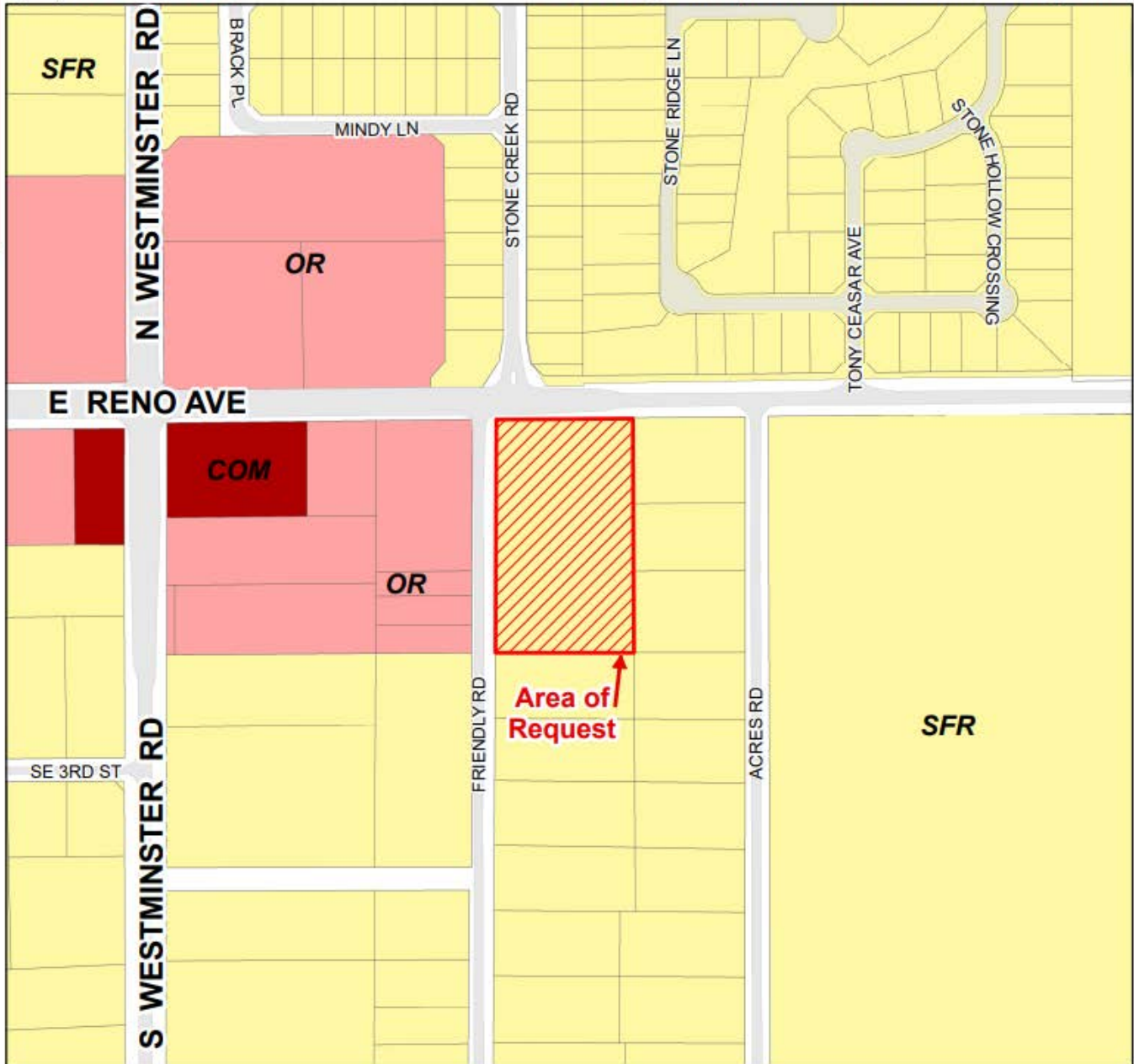
**ZONING MAP FOR
PC-2149
(NW/4, Sec 25, T11N, R1W)**



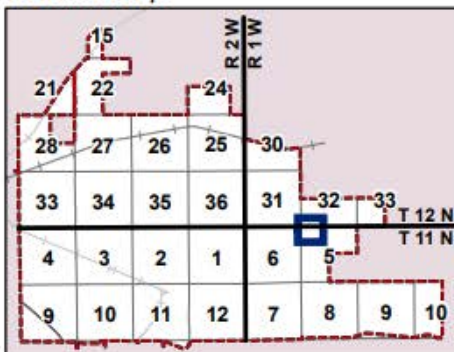
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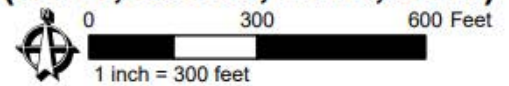
Locator Map



Future Land Use Legend

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

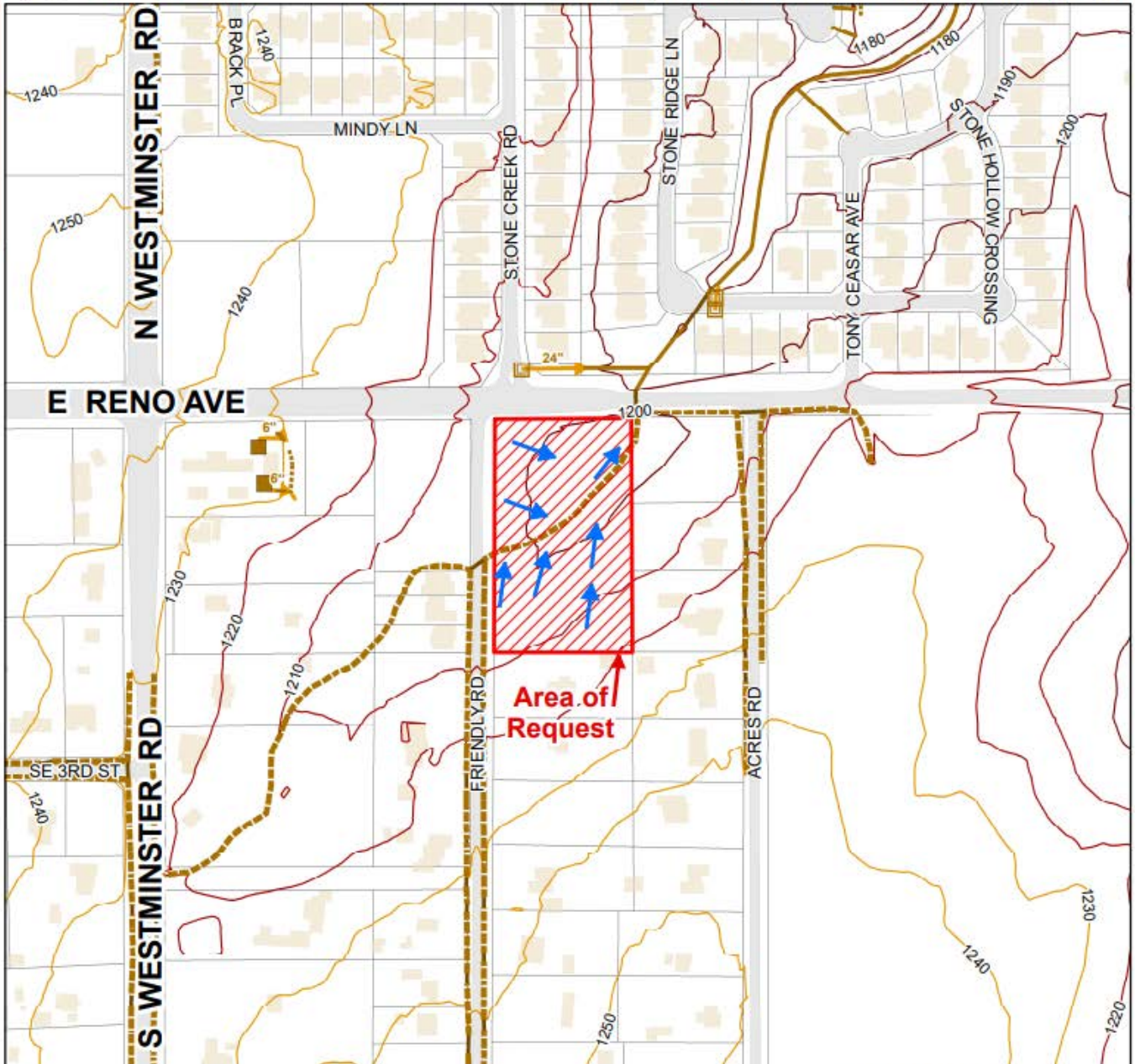
**FUTURE LAND USE
MAP FOR
PC-2149
(NW/4, Sec 25, T11N, R1W)**



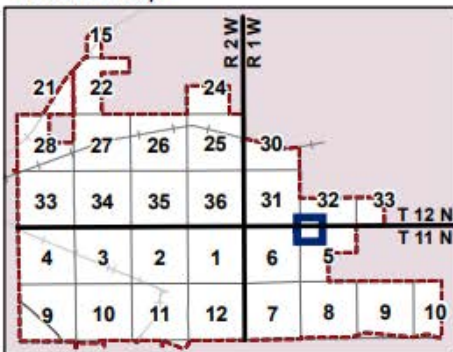
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Locator Map

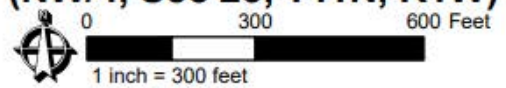


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

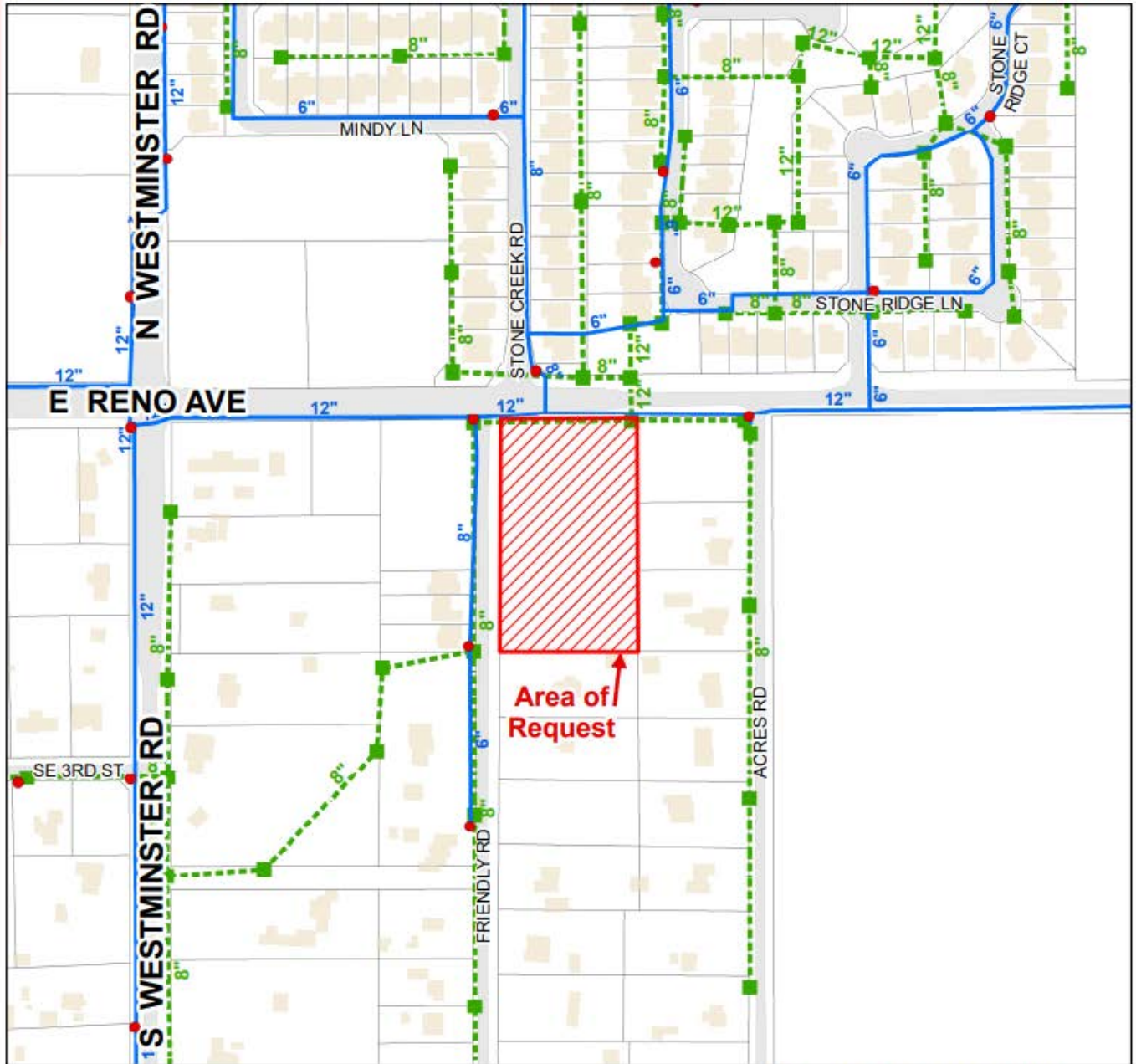
DRAINAGE LOCATION MAP FOR PC-2149 (NW/4, Sec 25, T11N, R1W)



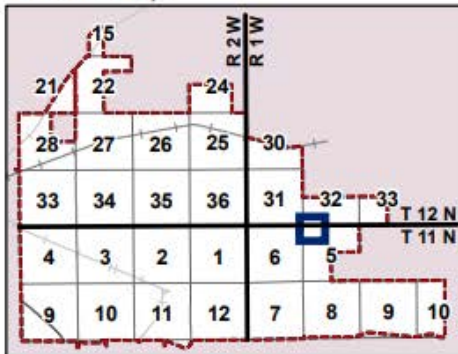
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Community Development / Information Technology - GIS



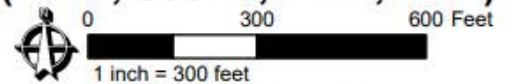
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2149
(NW/4, Sec 25, T11N, R1W)**



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Legal Description for R&B Acres Addition

All of Lots 3 and 4 in Block 1 of Friendly Acres Addition, being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma County, Oklahoma;

Thence North 89°26'57" East for a distance of 732.96 feet;

Thence South 00°02'16" East for a distance of 50.00 feet to the POINT OF BEGINNING;

Thence continuing South 00°02'16" East for a distance of 483.39 feet;

Thence North 89°26'04" East for a distance of 290.00 feet;

Thence North 00°02'16" West for a distance of 483.32 feet;

Thence South 89°26'57" West for a distance of 290.00 feet to the POINT OF BEGINNING,

Containing 3.2178 acres, more or less.

FINAL PLAT OF R & B ACRES

AN ADDITION TO THE CITY OF MIDWEST CITY
OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THE PRESENTS
THAT SYDORACE CUSTOM HOMES, L.L.C., AN OKLAHOMA CORPORATION, DOES HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS OR ENTITY HAVING ANY RIGHT, TITLE, OR INTEREST IN AND TO THE LAND CONTAINED IN THE AMENDED PLAT OF R & B ACRES, AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR COMMENT, AND THAT WE DEDICATE TO THE PUBLIC USE ALL OF THE STREETS AS SHOWN ON THE AMENDED PLAT, THAT THE EASEMENTS AS SHOWN ON THE AMENDED PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LOTS SO DESCRIBED FROM OURSELVES, OUR HEIRS OR ASSIGNED PARTNER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTER'S CERTIFICATE

WE FURTHER CERTIFY THAT THE PROPERTY COVERED BY SAID PLAT AND DEDICATION IS COVERED BY CERTAIN RESTRICTIONS, RESERVATIONS AND COVENANTS IN A BONAVANT INSTRUMENT WHICH WILL BE FILED SUBSEQUENT TO THE FILING OF SAID PLAT AND DEDICATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS INSTRUMENT
THIS _____ DAY OF _____, 20__.

STATE OF OKLAHOMA S.S.
COUNTY OF OKLAHOMA
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM STANBORN TO BE KNOWN TO BE THE SEVERAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED ON THE
DAY OF _____, 20__.
BY COMMISSION EXPIRES: _____

NOTARY PUBLIC

BONDED ABSTRACTER'S CERTIFICATE
THE UNDERSIGNED ONLY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY AND STATE SHOW THAT TITLE TO THE LAND SHOWN ON THE AMENDED PLAT OF R & B ACRES, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, APPEARS TO BE VESTED IN SYDORACE CUSTOM HOMES, L.L.C., ON THE _____ DAY OF _____, 20__ THERE WERE NO ACTIONS PENDING, OR JUDGMENTS OF ANY NATURE IN ANY COURT, OR ON FILE WITH ANY COURTS OF ANY COUNTY IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNERS THEREOF, AND THAT THE TAXES ARE PAID FOR 20__, AND PRIOR YEARS, AND THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES, TAX SALES OUTSIDE THE CHAIN OF TITLE HELD ON AND IS SUBJECT TO MORTGAGES, EASEMENTS, RIGHTS-OF-WAY, OIL AND GAS LEASES AND MINERAL CONVEYANCES OF RECORD.

STANBORN TITLE GUARANTY COMPANY

ATTEST:

SECRETARY PRESIDENT

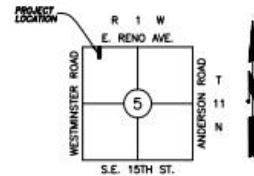
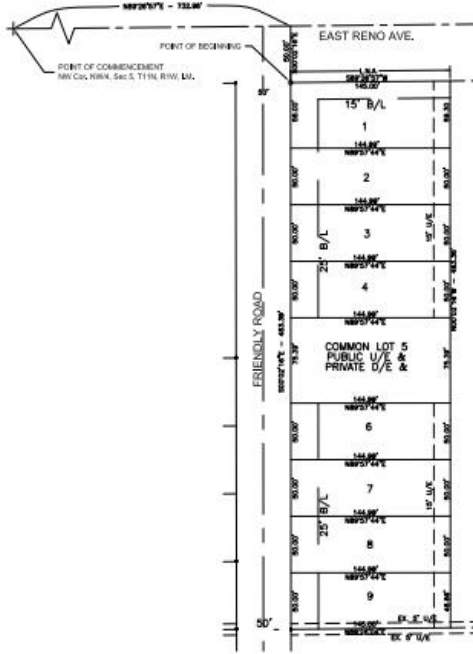
STATE OF OKLAHOMA S.S.
COUNTY OF OKLAHOMA
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ TO BE KNOWN TO BE THE SEVERAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH ON THE _____ DAY OF _____, 20__.
BY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR
I, TROY DEE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, AND THAT THE FINAL PLAT OF R & B ACRES, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF ONE SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINERAL STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LANDSURVEY FOR PROFESSIONAL ENGINEERS AND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 6 SECTION 41-106 OF THE OKLAHOMA STATE STATUTES.

TROY DEE, REGISTERED LAND SURVEYOR #XXXXX
STATE OF OKLAHOMA S.S.
COUNTY OF OKLAHOMA
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TROY DEE TO BE KNOWN TO BE THE SEVERAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON THE _____ DAY OF _____, 20__.
BY COMMISSION EXPIRES: _____

NOTARY PUBLIC



LOCATION MAP
NOT TO SCALE



SCALE:
1" = 50'

- LEGEND:**
- B/L - BUILDING LIMIT LINE
 - U/E - UTILITY EASEMENT
 - D/E - DRAINAGE EASEMENT
 - DAU/E - DRAINAGE AND UTILITY EASEMENT
 - LMA - LIMITS OF NO ACCESS
 - RAO - RADIUS
 - R/W - RIGHT OF WAY

WALKING TRAIL EASEMENT NOTE:
AS PART OF THE CITY OF MIDWEST CITY'S PARKS SYSTEM, OWNER AGREES TO ALLOW A CITY CONTROLLED WALKING TRAIL FOLLOWING SOLDIER CREEK ACROSS THE PROPERTY ON THE WEST SIDE OF THE CREEK. A 20' EASEMENT FOR THIS TRAIL WILL BE GRANTED AT THE TIME OF DEVELOPMENT OF LOT 7.

LEGAL DESCRIPTION:
ALL OF LOT 4 IN BLOCK 1 OF FRIENDLY ACRES ADDITION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION FIVE (5), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE NINE MERIDIAN (9M), OKLAHOMA COUNTY, OKLAHOMA;
THENCE NORTH N89°57' EAST FOR A DISTANCE OF 732.00 FEET;
THENCE SOUTH S02°18' EAST FOR A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 AND TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH S02°18' EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 463.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE NORTH N89°57' EAST ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 145.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE NORTH S02°18' WEST ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 463.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE SOUTH N89°57' WEST ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING.
CONTAINING LARGER ACRES, MORE OR LESS.

CERTIFICATE OF COUNTY TREASURER
I, _____, COUNTY TREASURER OF OKLAHOMA COUNTY, STATE OF OKLAHOMA, HEREBY CERTIFY THAT I AM THE ONLY ELECTED, QUALIFIED AND ACTING COUNTY TREASURER OF OKLAHOMA COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES PAID FOR THE YEAR 20__, AND ALL PRIOR YEARS ON THE LAND SHOWN ON THE AMENDED PLAT OF R & B ACRES, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA.
IN WITNESS WHEREOF, SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____, 20__.

CITY PLANNING COMMISSION APPROVAL
I, _____, CHAIRMAN OF THE PLANNING COMMISSION OF THE CITY OF MIDWEST CITY, OKLAHOMA, DO HEREBY CERTIFY THAT THE SAID PLANNING COMMISSION ONLY APPROVED THE AMENDED PLAT OF R & B ACRES, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA, AT A MEETING HELD ON _____ DAY OF _____, 20__.

CERTIFICATE OF CITY CLERK
I, _____, CITY CLERK OF THE CITY OF MIDWEST CITY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND ALL DEFERRED PAYMENTS OR UNLIMITED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL, AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST THE LAND SHOWN ON THE AMENDED PLAT OF R & B ACRES.
THIS _____ DAY OF _____, 20__.

ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIDWEST CITY, OKLAHOMA, THAT THE DEDICATION SHOWN ON THE AMENDED PLAT OF R & B ACRES IS HEREBY ACCEPTED.
ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, THIS _____ DAY OF _____, 20__.

FINAL PLAT: R & B ACRES
GOLDEN LAND SURVEYING
4131 NW 122nd, Suite 100
Oklahoma City, OK 73120
(405) 848-6010
CA #XXXXX
Expires XXXXXX
Kelth Cook, P.E.
13056 Meridian Ave.
Lindsay, OK 73052
(405) 596-8467

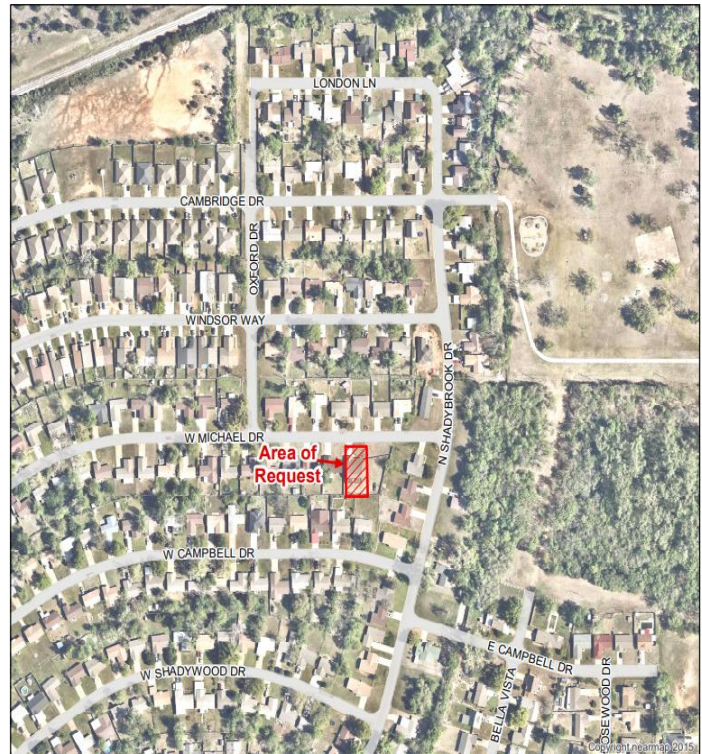
OWNER'S NOTARY SEAL ABSTRACTER'S SEAL ABSTRACTER'S NOTARY SEAL SURVEYOR'S SEAL SURVEYOR'S NOTARY SEAL CITY SEAL COUNTY TREASURER'S SEAL

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023
Subject: (PC-2142) Public hearing, discussion, consideration, and possible action of a resolution for a Special Use Permit to allow for the use of a Group Care Facility as defined in 4.31.14. found in the City of Midwest City's Code of Ordinances for the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 106 W. Michael Drive, Midwest City, OK.

Executive Summary: Owner and occupant, Ms. Athena Parker, seeks to obtain an SUP with the intent of providing personal care for seniors within her 2,244 square foot single-family home. She proposes housing and caring for up to six (6) non-related individuals.

Should this application win approval, City of Midwest City Code of Ordinances Section 5.9.1 also requires City licensing in addition to any necessary state licensing.

Staff is apprehensive about the likelihood the proposed use will create additional traffic not customary to the R-6 District in addition to a potential lack of parking for the proposed use. These concerns were echoed by planning commissioners at the July 5, 2023 meeting. Ms. Parker countered by stating her clientele will not own cars or drive, and the neighboring vacant lot she owns jointly with her husband, Joey Parker, could accommodate overflow parking for visitors during special events.



The undeveloped ± 7,405 ft.² lot to the east, identified as Lot 24, Block 9, Ridgeview Heights Replat Addition (a/k/a 104 W Michael DR) is on a separate deed. It was not described on Ms. Parker's SUP Application and there was no mention of it in our Public Notice. Parking is considered accessory in the R-6 zoning district, so auxiliary parking could *not* be considered as part of this application unless the lots were combined on one deed and we restarted the application process.

Midwest City residents Mr. P. Smith and former Ward 5 Councilwoman Christine Price-Allen appeared at the Commission to speak in opposition of the SUP. Both felt the use was incompatible with the neighborhood.

In a 6 – 1 vote, Planning Commission recommended denial of the item with Commissioner Hinton dissenting. Action is at the discretion of the Council.

Date of Pre-Development Meeting: May 8, 2023

Council Ward: (5) Sara Bana

Owner: Joey & Athena Parker

Applicant: Athena Parker

Proposed Use: Group care facility for seniors

Lot Area: The subject property has a frontage of 60 feet along W. Michael Drive, and a depth of 120 feet, and contains an area of 7,200 square feet, more or less.

Development Proposed by Comprehensive Plan: Area of Request: Single Family Detached Residential
North: Single Family Detached Residential
South: Single Family Detached Residential
East: Single Family Detached Residential
West: Single Family Detached Residential

Surrounding Zoning Districts: North: R-6 East: R-6
South: R-6 West: R-6

Current Neighboring Land Uses: North: Residential East: Residential
South: Residential West: Residential

Comprehensive Plan Citation:

The future zoning land use typology for the subject lot is Single-Family Detached (“SFD”) Land Use:

“This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential land use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.”

The proposed use is supported by the Comprehensive Plan.

Municipal Code Citation:

2.7. – R-6, Single-Family Detached Residential District

2.7.1. *General Description.* The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

7.6. – Special Use Permit 7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) *Consideration for compatibility.* With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may be located in an area where they will be compatible with existing or planned land uses.

(B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) Use identified by individual zoning district. If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.2. *Application.* Application and public hearing procedures for a special use permit shall be completed in the same manner as an application for rezoning. A site plan shall be included with the application as outlined in 7.5 Site Plan (Page 183).

7.6.3. *Criteria for Special Permit Approval.*

(A) Special use permit *criteria.* The City Council shall use the following criteria to evaluate a special use permit:

(1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.

(2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) Whether the proposed use shall not adversely affect the use of neighboring properties.

(4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.

(5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

(B) *Specific conditions.* The City Council may impose specific conditions regarding location, design, operation, and screening to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit.

Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.

7.6.5. *Expiration of Special Use Permits.* All special use permits shall expire by default:

(A) *Non-establishment.*

(1) If the use is not established within twelve (12) months and no extension is approved.

(2) When a building permit has not been issued for construction within twelve (12) months of City Council approval the applicant or owner may request a hearing for an extension of the initial special use permit approval.

(3) Good cause for an extension shall mean that the owner shows evidence that he has contractors or applications for continual development within the next year following the original approval.

(B) *Discontinuance*. If the use once established has been discontinued for a period of twelve (12) months or abandoned.

(C) *Lack of substantial compliance*. Whenever the Community Development Director finds that any proposed construction or occupancy will not, in his opinion, substantially comply with the special use permit, he shall refer the question to the City Council for its review.

(D) *Amendment*. When the holder of a special use permit determines that an extension of time or modification of the use is necessary, he may apply for amendment in the same manner as the original application. The amendment shall be processed in the same manner as an original application.

4.3. – Public and Quasi-Public Use Unit Classifications and Regulations

4.3.14. *Group Care Facility*. Public, quasi-public or private care facilities that because of the nature and scale of their programs are compatible in a residential setting.

Individual residents may occupy the facility on a permanent or temporary basis. Residents may be handicapped, aged, disabled, or undergoing rehabilitation or medical treatment, excluding medical or nonmedical detoxification as these terms are defined pursuant to 43A O.S. § 3-403. Residents may be assigned to facilities by a court, but not as a result of being adjudged criminal, delinquent, or mentally ill.

Typical uses include nursing homes, assisted living centers, group homes for mentally or physically handicapped, convalescent homes, homes for the elderly, and homes for dependent and neglected children, orphanages.

History:

1. This property had been zoned residentially since it was platted in November of 1963.
2. City utility records indicate there has been city water and sewer services since 1984.
3. Planning Commission recommended denial of proposed Special Use Permit July 5, 2023.

Next Steps:

If Council approves this rezone, the applicant will need to provide the following application requirements as found in Section 5.9.1. in the City of Midwest City's Code of Ordinances.

5.9.1. *Group Residential and Group Care Facilities*. Prior to the establishment of a new private or quasi-public facility as defined by § 4.2.8. Group Residential or § 4.3.14. Group Care Facility or when operations have ceased at existing private or quasi-public or group care facilities for more than twelve (12) consecutive months, in any residential district an application shall be filed with the City.

(A) *Application requirements*. Such application shall include:

- (1) Legal description of the property and the street address or approximate location of the facility;
- (2) Names and addresses of all those persons or organizations intending to sponsor or operate such facility;
- (3) The maximum number of staff and residents at the facility;
- (4) The location of any other group care facility operated by the applicant; and
- (5) Copy of approved license by the State Department of Health, if applicable.

Staff Comments-

Engineering Staff Comments:

Note: Public improvements are required with this application.

Water Supply and Distribution:

Supplied via 5/8" meter connected to a six (6) inch line spans the north side of W Michael DR.

Sanitary Sewerage Collection and Disposal: Served by an eight (8) inch interceptor lying in an easement near the south property line of the subject site.

Streets and Sidewalks

Access to the parcel is from W Michael Drive using existing drives. W Michael Drive is classified as a local road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

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

Fire Marshal's Comments:

- Property owners must meet and maintain the requirements of City Code Section 15.
- Occupancy classification of R-4: A facility housing not fewer than 6 and not more than 16 persons receiving custodial care is classified as Group R-4, effectively eliminates the need for a fire suppression system.
- Smoke detection required in accordance with IFC Section 907.2.10.2.

Public Works' Comments:

Line Maintenance

Water:	Site is served by a 5/8" meter
Sanitary Sewer:	No comment.

Sanitation: No comment.

Stormwater: No comment.

Action Required:

To approve, to approve with specific conditions, or to reject the SUP to allow for the operation of a Group Care Facility for 106 W Mitchell DR.

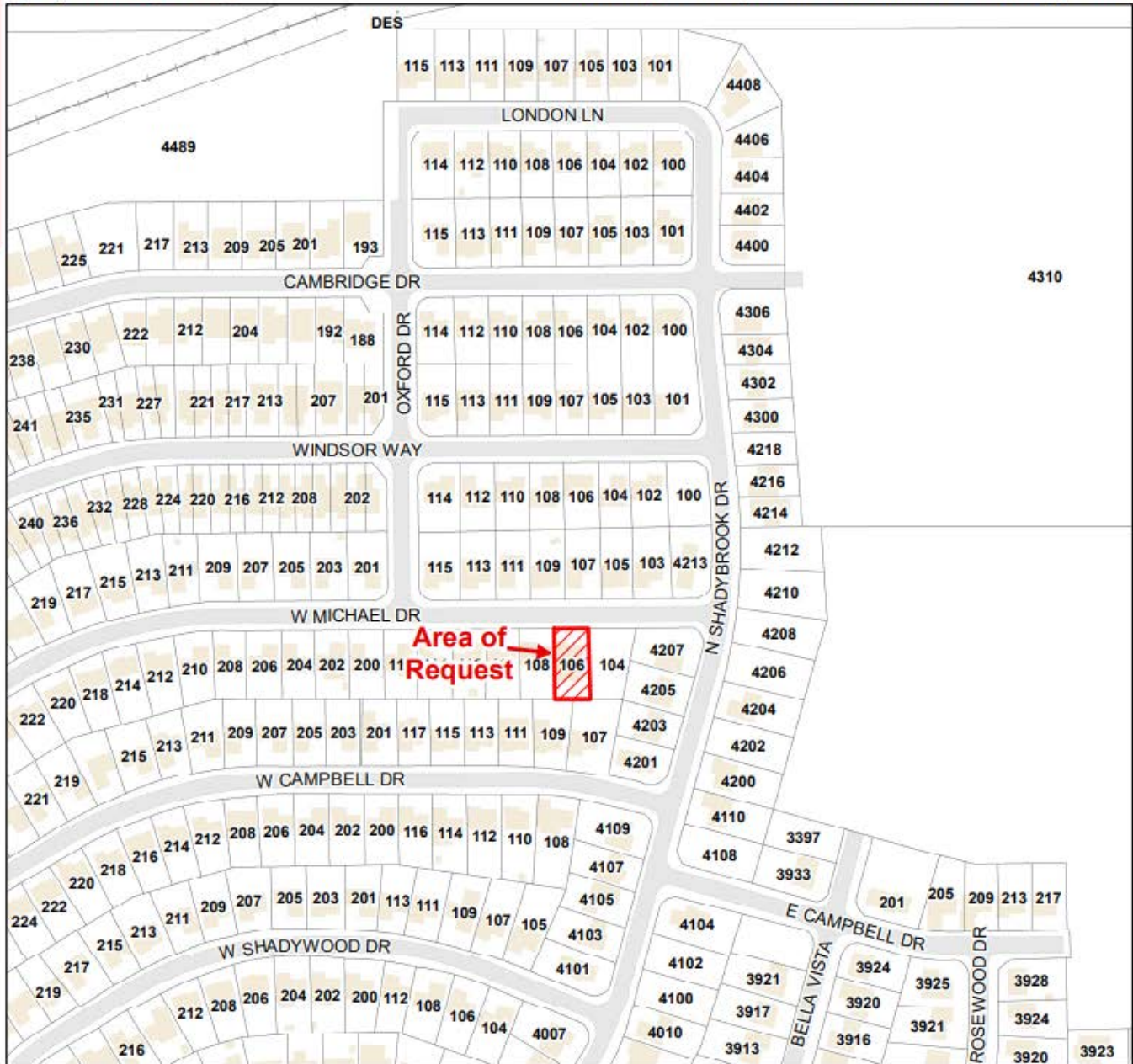
Please contact my office at (405) 739-1223 with any questions.



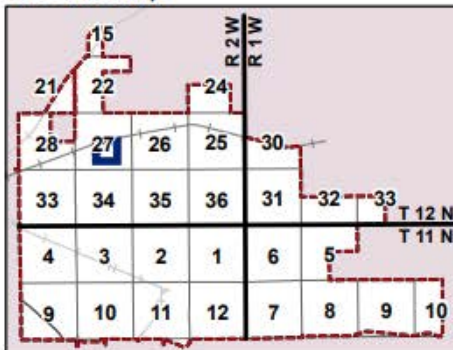
Emily Richey
Current Planning Manager





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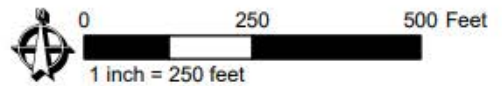
Locator Map



General Map Legend

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

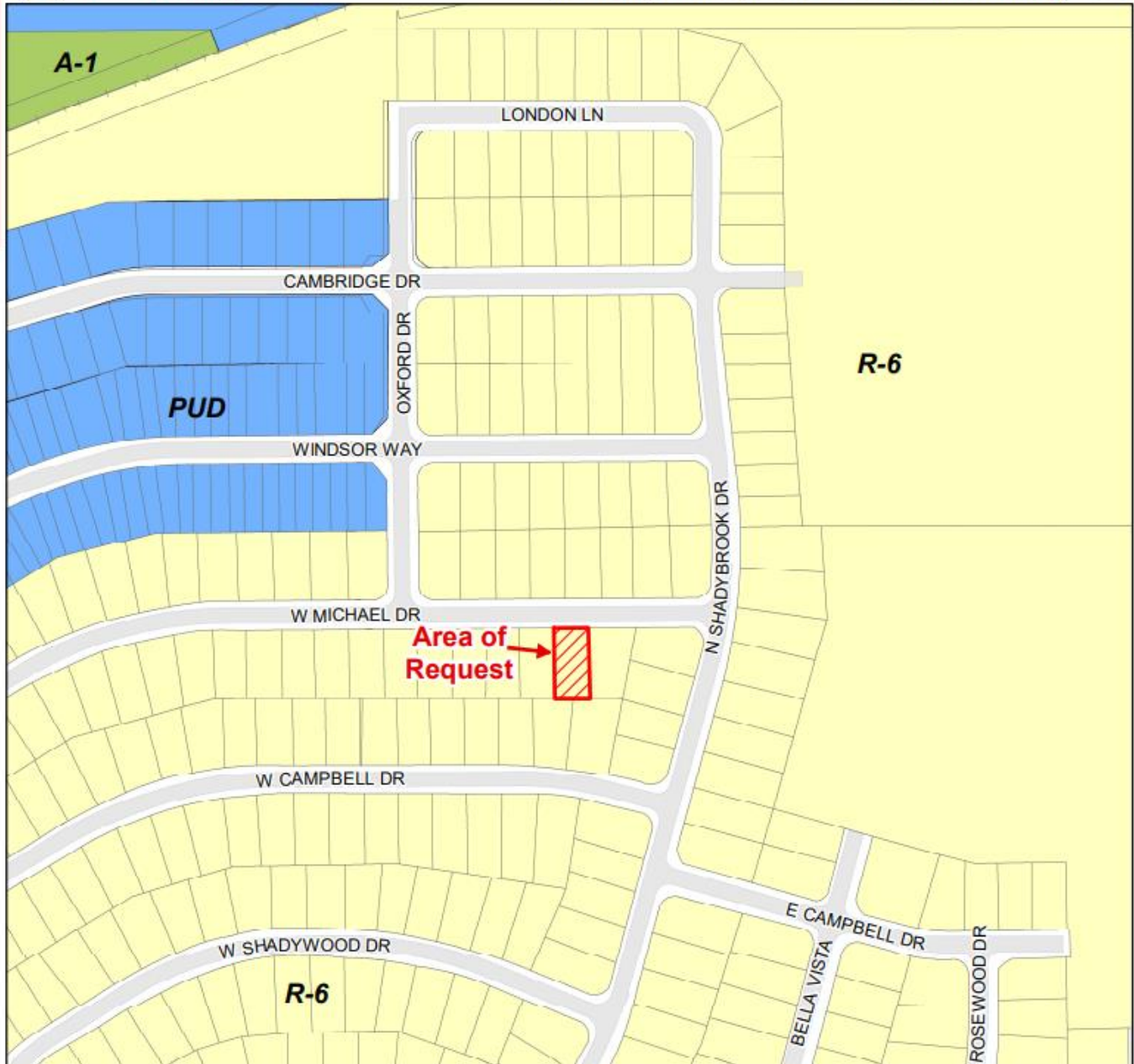
**GENERAL MAP FOR
PC-2142
(SE/4, Sec 27, T12N, R2W)**



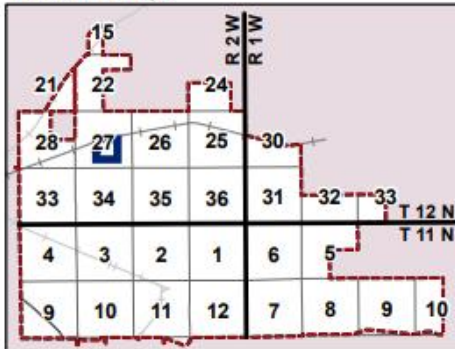
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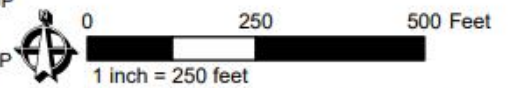
Locator Map



Current Zoning Legend

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

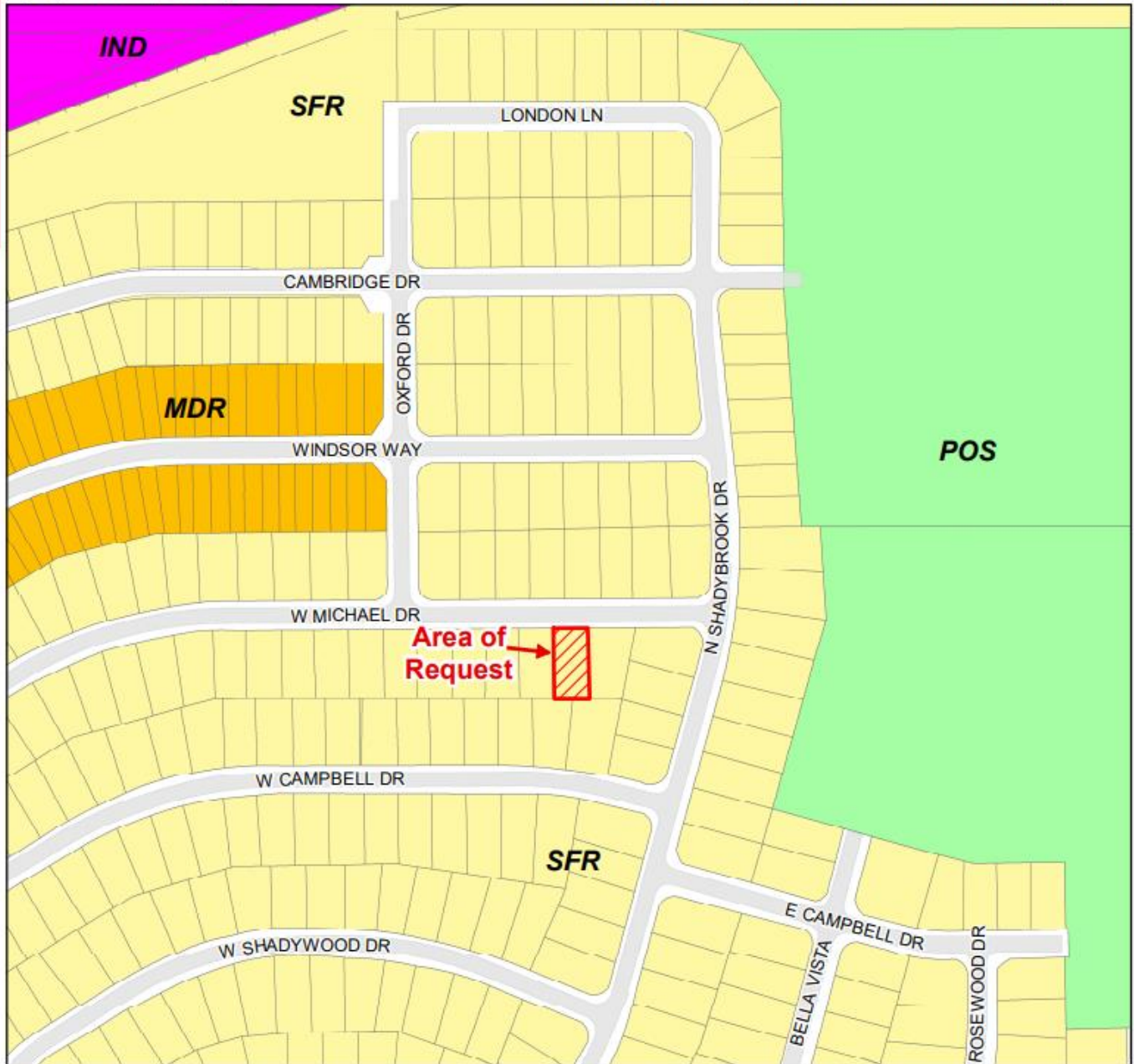
**ZONING MAP FOR
PC-2142
(SE/4, Sec 27, T12N, R2W)**



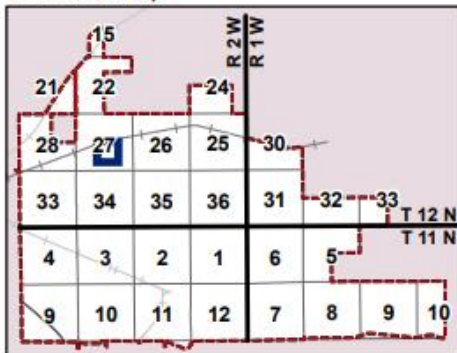
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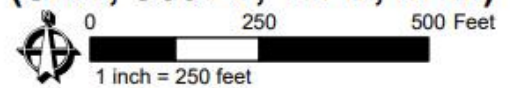
Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-2142
(SE/4, Sec 27, T12N, R2W)**



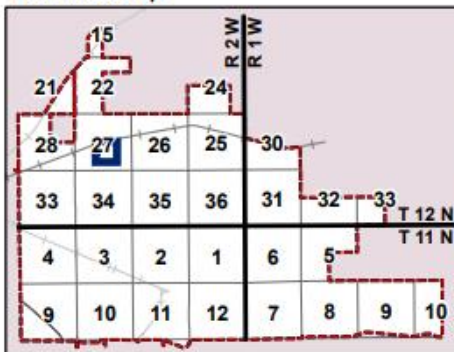
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Locator Map

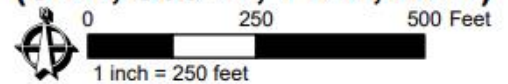


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

**DRAINAGE
LOCATION MAP FOR
PC-2142
(SE/4, Sec 27, T12N, R2W)**



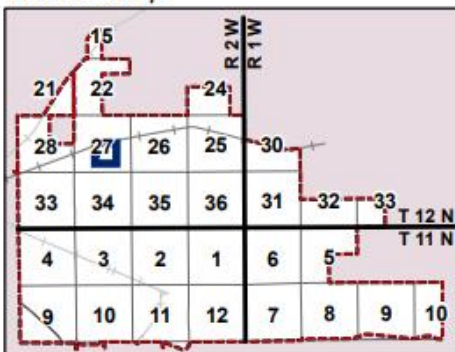
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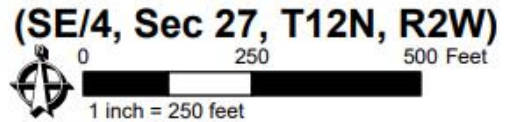
Locator Map



Water/Sewer Legend

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

WATER/SEWER LINE LOCATION MAP FOR PC-2142 (SE/4, Sec 27, T12N, R2W)



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

REZONING APPLICATION

Property Information

Location/Address of Property:	106 W Michael DR Midwest City ^{OK} 73110
Legal Description:	Ridgeview HTS Replat 009 023

Applicant Information

Name:	Athena Parker	Company:	
Mailing Address:	106 W Michael DR		
City:	Midwest City OK	State:	73110
Phone:	405 535 4027	Fax:	
Email:	athenajparker@gmail.com		

Owner Information

Name:	Joey & Athena Parker	Company:	
Mailing Address:	106 W Michael DR		
City:	Midwest City OK	State:	73110
Phone:	405 535 4027	Fax:	
Email:	athenajparker@gmail.com		

It is requested that the above noted property be rezoned

From: RTH RLP
To: Special Use Permit

And it is further requested that the Comprehensive Plan be amended

From: _____
To: _____

The subject property has a frontage of 100 ft and a depth of 120 ft., and contains an area of 7200 sq. ft.
2244 / 7200

Reserved for Recorder of Deeds

OKLAHOMA WARRANTY DEED

Doc # **2000104750**
Bk **7900**
Pg **1787-1789**
DATE **08/14/00 11:33:31**
Filing Fee **\$12.00**
Documentary Tax **\$0.00**
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

This Indenture made on the 20th day of July,
2000 A.D.

by and between

JOEY E. PARKER AND JOE L. PARKER,
JOINT TENANTS, of the County of Oklahoma,
State of Oklahoma, party of the first part, and

g.p.
JOEY E. PARKER AND ATHENA PARKER,
HUSBAND AND WIFE, JOINT TENANTS of the
County of Oklahoma, State of Oklahoma, party of the
second part.

EXEMPTION DOCUMENTARY STAMP TAX
O.S. TITLE 68, ARTICLE 32, SECTION 32-91 PAR

Mailing address of said first named grantee is: 106 West Michael Drive, Midwest City, OK 73110

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of ZERO DOLLARS and other valuable consideration, to them paid by said party of the second part (receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, his heirs and assigns, the following described lots, tracts and parcels of land lying, being and situated in the County of OKLAHOMA, State of Oklahoma,

to wit:

SEE ATTACHED LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto their heirs and assigns forever; the said party of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim, and that they will warrant and defend the title to the said premises unto the said part of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hand and seal the day and year above written

Joey E. Parker

Joey E. Parker

Return To:
GoTitleDirect.com
National Titlesource

PC-2142

RESOLUTION NO. _____

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW GROUP CARE FACILITY (ZONING USE UNIT CLASSIFICATION 4.3.14) AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT AND PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described property with a classification of Single-Family Detached Residential (R-6):

Property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 106 W. Michael Drive, Midwest City, OK.

WHEREAS, it is the desire of the City of Midwest City Council to grant a Special Use Permit for said property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:

That the above described property located in Midwest City, Oklahoma, be hereby granted a Special Use Permit to allow the use of a Group Care Facility (Zoning Use Unit Classification 4.3.14).

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma on the _____ day of _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISH, City Attorney

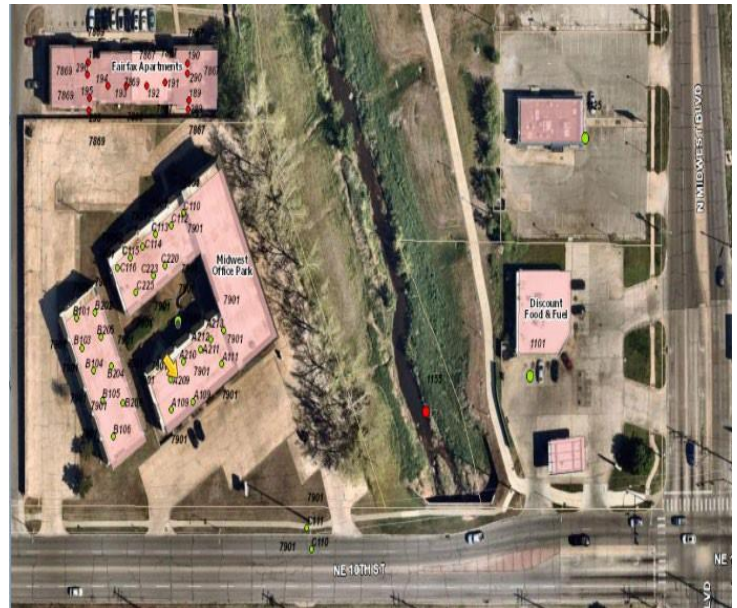
To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023

Subject: (PC-2143) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from C-3, Community Commercial District to C-3, Community Commercial District with a Special Use Permit to allow for the use of a Drinking Establishment: Sit-Down, Alcoholic Beverages Permitted as defined in 4.4.22. found in the City of Midwest City’s Code of Ordinances, and a resolution to amend the Comprehensive Plan from OR, Office/Retail to COM, Commercial for the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 7901 NE 10th Street Suite A209, Midwest City, Oklahoma 73110.

Executive Summary: Ms. Cheryl Jackson leases Suites A208 and A209 in the Midwest Office Park, which is located on the north side of NE 10th Street just west of N Midwest Boulevard. She operates a hair salon in Suite A208 where she dispenses complimentary samples of wine she makes at a spate facility in Moore, OK. She seeks a SUP for the adjacent suite, Suite A209, where she plans to serve wine and food in addition to selling bottles of wine and other merchandise.

Staff from Community Development, Engineering and Construction Services, Fire Marshal’s Office, and Line Maintenance on March 9, 2023, performed a cursory inspection at the Applicant’s request. Unpermitted work was discovered, and Ms. Jackson was told to not proceed with further remodeling until all City permits are in hand including a SUP.

Approval of this SUP application will allow Ms. Jackson to proceed with filing construction documents as part of a building permit application, which would make it possible to obtain the necessary C.O. from the Engineering & Construction Services Department. She will also need to pursue appropriate licensing from our Customer Service Department in addition to state licensing from the Alcoholic Beverage Licensing Enforcement (“ABLE”) Commission.



It is important to note that ABLE approval can only be granted after the City issues a formal Letter of Compliance, which typically follows the issuance of a permanent C.O.

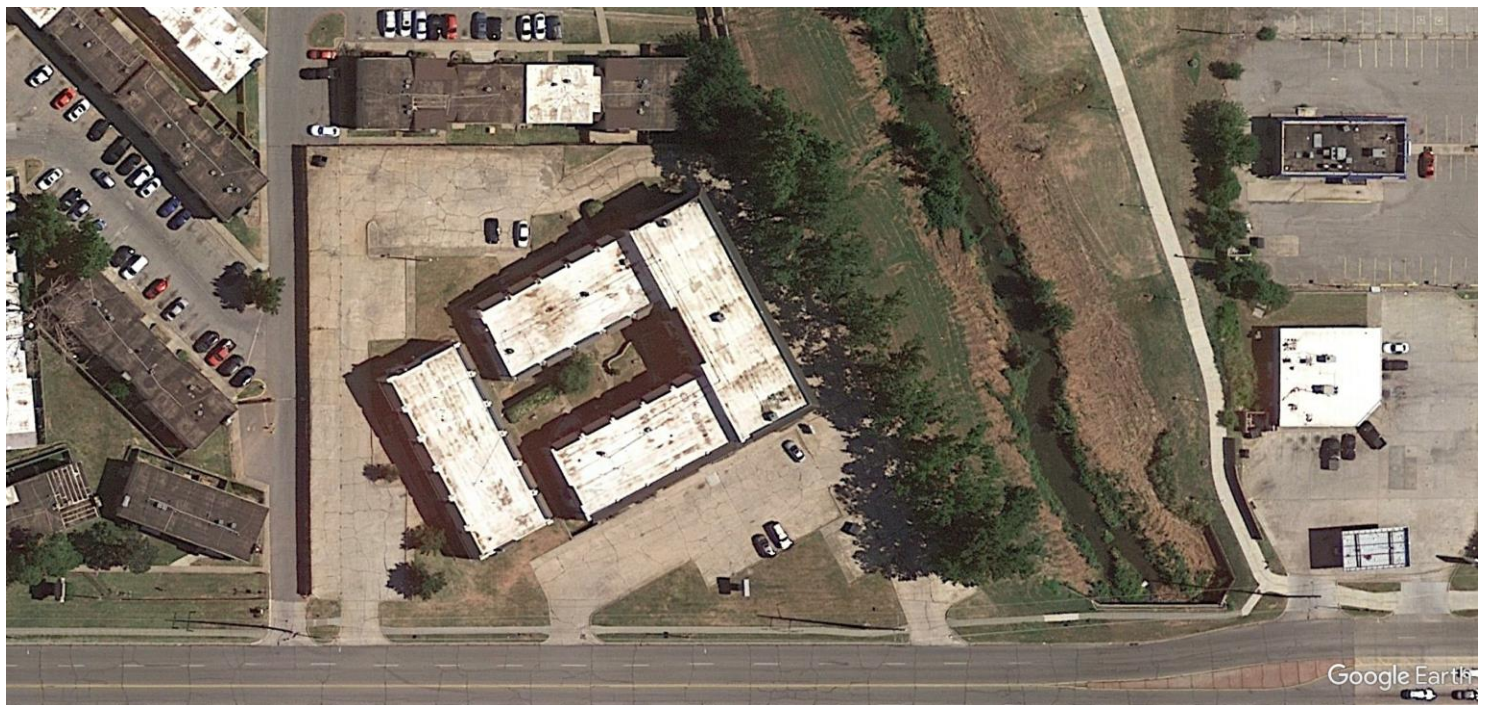
A public hearing was held and this application was reviewed at the July 5, 2023 Planning Commission meeting. Commissioners inquired about Americans with Disabilities Act (“ADA”) compliance as well as potential building code issues. Ms. Jackson’s suites are on the second floor of the Midwest Office Park, which was built about 20 years before Congress approved the ADA. There is no handicapped accessible path leading to the second floor.

It is also understood the proposed change of use in Suite A209 could mandate constructing firewalls in

surrounding suites that are beyond the boundaries of Ms. Jackson's lease.



Midwest Office Park as seen from westbound NE 10th Street.



Satellite view of the Midwest Office Park. The intersection of N Midwest Boulevard and NE 10th Street lies to the east (right).

Ms. Jackson explained to the Commissioners her customers would be tasting only with the option of purchasing full bottles of wine for consumption off site. She questioned whether the City permits were necessary given the fact she already held ABLE Commission licensing to dispense complimentary beverages.

No one spoke in opposition of this application at the Public Hearing and, at the time of this report, staff has received no comments regarding this case.

Planning Commission voted to unanimously recommend denying Ms. Jackson's SUP.

Following the meeting's adjournment, Ms. Jackson discussed the case with Economic Development Director Robert Coleman and myself, again questioning why an SUP was necessary. She claimed Suite A209 was proposed as a retail space primarily for selling merchandise (namely t-shirts) and hair products, that alcohol would be the least amount of her sales, and that no food would be served/sold. She compared her operations to that of a convenience store. These statements contradicted the SUP application as well as comments made earlier during our inspection visit.

Ms. Jackson also felt that her ABLE Commission Complimentary Beverage license allowed use of both suites for wine tasting and sales with no further permits. Director Coleman felt that a City SUP was in order, but that it may be wise to confer directly with ABLE to verify state licensing requirements.

Coleman contacted the ABLE Commission on July 10th to discuss the matter, and Lt. Todd Anthony responded on July 12th. He confirmed Ms. Jackson held an Oklahoma Winemaker's license at a location in Moore that allowed for up to three (3) satellite tasting locations. He said that he did not know of any prohibition against the Applicant maintaining tasting rooms in adjacent suites. Lt. Anthony confirmed that ABLE Commission licensing was only available after the City issued a Letter a Compliance. Furthermore, Lt. Anthony stated that Ms. Jackson could *not* simultaneously hold a Complimentary Beverage license and an Oklahoma Winemaker's license.

Action is at the discretion of the Council.

Date of Pre-Development Meeting: February 20, 2023

Council Ward: Sara Bana (5)

Owner: John McHughes

Applicant: Cheryl Jackson

Proposed Use: Shi' Sips Winery, Satellite Tasting Room

Development Proposed by Comprehensive Plan:	Area of Request:	Office/Retail
	North:	High Density Residential
	South:	Public/Semi-Public
	East:	Parks/Open Space
	West:	High Density Residential

Surrounding Zoning Districts:	North:	Planned Unit Development ("PUD")
	South:	PUD
	East:	Single Family Detached Residential ("R-6")
	West:	PUD

Current Neighboring Land Uses: North: Fairfax Apartments
South: Atkinson Heritage Center
East: Vacant
West: Fairfax Apartments

Comprehensive Plan Citation:

The future zoning land use for the subject lots are SFD, Single-Family Detached Land Use.

4-20 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 pawnshops. 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 outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.”

It should be noted that within recommended commercial areas, office uses and retail uses should be permitted as well; however, most commercial uses should not be permitted with office/retail areas.

The proposed use is *not* supported by the Comprehensive Plan due to commercial uses being requested within office/retail areas, therefore a resolution to the Comprehensive Plan must be made.

Municipal Code Citation:

2.20. – C-3, Community Commercial District

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

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

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

7.6. – Special Use Permit

7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) *Consideration for compatibility.* With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may be located in an area where they will be compatible with existing or planned land uses.

(B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council.

Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) Use identified by individual zoning district. If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.2. *Application.* Application and public hearing procedures for a special use permit shall be completed in the same manner as an application for rezoning. A site plan shall be included with the application as outlined in 7.5 Site Plan (Page 183).

7.6.3. *Criteria for Special Permit Approval.*

(A) *Special use permit criteria.* The City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

(B) *Specific conditions.* The City Council may impose specific conditions regarding location, design, operation, and screening to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit.

Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.

7.6.5. *Expiration of Special Use Permits.* All special use permits shall expire by default:

(A) *Non-establishment.*

- (1) If the use is not established within twelve (12) months and no extension is approved.
- (2) When a building permit has not been issued for construction within twelve (12) months of City Council approval the applicant or owner may request a hearing for an extension of the initial special use permit approval.
- (3) Good cause for an extension shall mean that the owner shows evidence that he has contractors or applications for continual development within the next year following the original approval.

(B) *Discontinuance.* If the use once established has been discontinued for a period of twelve (12) months or abandoned.

(C) *Lack of substantial compliance.* Whenever the Community Development Director finds that any proposed construction or occupancy will not, in his opinion, substantially comply with the special use permit, he shall refer the question to the City Council for its review.

(D) *Amendment.* When the holder of a special use permit determines that an extension of time or modification of the use is necessary, he may apply for amendment in the same manner as the original application. The amendment shall be processed in the same manner as an original application

History:

1. This property is served by a 2” master water meter.
2. No Special Use Permits have been issued in the past for this Office Park.
3. Planning Commission recommended denial of this Special Use Permit July 5, 2023.

Next Steps:

If Council approves this rezone, the applicant will then apply for the necessary building permits, then Certificate of Occupancy.

Staff Comments-

Engineering Staff Comments:

Note: No public improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a six (6) inch line running along the west side boundary. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcel, an eight (8) inch line running along to the north east corner of the property. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from N.E. 10th Street using existing drives. N.E. 10th Street is classified as a secondary arterial road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in the 100 year Flood Hazard Area on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

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 Midwest City Ordinances Section 15.
- Fire separation between floors, ceilings, and adjoining spaces must be maintained OR constructed in accordance with IBC Section 508.4.

**Please note, the suite is located on the second floor of the office complex, and required remodel may interfere with the operation of the adjacent suites.*

Public Works’ Comments:

Line Maintenance

Water

Office complex is served by a 2" master meter and no additional improvements are proposed.

Sanitary Sewer

- Food service facilities shall conform to Midwest City Code of Ordinance 43 Division 6.
- Applicant must submit an operations plans for full review that includes, but not limited to: menu, food service, cleanup, etc.
- Applicant must install a 1000 gallon grease interceptor or apply for a variance that allows a smaller device.

Sanitation: No additional comments with this case.

Stormwater: No additional comments with this case.

Planning Division:

Staff met with the applicant February 20, 2023 for a Pre-Development meeting.

This application is for the selling/serving of wine, but other uses within the suite have been discussed by the applicant, such as serving food to customers as well as partnering with an after-school program to provide meals to students. All uses will need to be disclosed to staff at time of application for Certificate of Occupancy.

Staff would like it noted that a formal review of all appropriate departments will be conducted when plans have been officially submitted, and subject to change depending upon the scope of work.

Zoning requirements and building permit/ADA requirements are separate issues, but it is important the Applicant understand the difficulty in converting an antiquated structure, designed and constructed as an office building, to mixed uses.

The Planning Commission unanimously (7-0) recommended denying this application. Action is at the discretion.

Action Required:

To approve, to approve with specific conditions, or to reject the Special Use Permit application to allow for the operation of a sit-down drinking establishment; and to approve or reject a resolution to amend the Comprehensive Plan from Office/Retail ("OR") to Commercial ("COM") for the property noted herein, subject to staff comments as found in the July 25, 2023 agenda packet and made part of PC-2143 file.

Please feel free to contact my office at (405) 739-1223 with any questions.



Emily Richey

Current Planning Manager



Midwest City Fire Marshal's Office
8201 E Reno Avenue, Midwest City, OK 73110
dhelmberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



Re: PC - 02143

Date: 06/21/2023

PC-02143 is requesting a rezoning for a commercial occupancy (Group A-2) Assembly facility located at 7901 NE 10TH Street A209.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Fire separation between floors, ceilings, and adjoining spaces must be maintained OR constructed in accordance with IBC Section 508.4

508.4 Separated occupancies.

Buildings or portions of buildings that comply with the provisions of this section shall be considered as separated occupancies.

TABLE 508.4 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)^f

OCCUPANCY	A, E		I-1 ^a , I-3, I-4		I-2		R ^b		F-2, S-2 ^b , U		B ^c , F-1, M, S-1		H-1		H-2		H-3, H-4		H-5	
	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS	S	NS
A, E	N	N	1	2	2	NP	1	2	N	1	1	2	NP	NP	3	4	2	3	2	NP
I-1 ^a , I-3, I-4	1	2	N	N	2	NP	1	NP	1	2	1	2	NP	NP	3	NP	2	NP	2	NP
I-2	2	NP	2	NP	N	N	2	NP	2	NP	2	NP	NP	NP	3	NP	2	NP	2	NP
R ^b	1	2	1	NP	2	NP	N	N	1 ^c	2 ^c	1	2	NP	NP	3	NP	2	NP	2	NP
F-2, S-2 ^b , U	N	1	1	2	2	NP	1 ^c	2 ^c	N	N	1	2	NP	NP	3	4	2	3	2	NP
B ^c , F-1, M, S-1	1	2	1	2	2	NP	1	2	1	2	N	N	NP	NP	2	3	1	2	1	NP
H-1	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	N	NP	NP	NP	NP	NP	NP	NP
H-2	3	4	3	NP	3	NP	3	NP	3	4	2	3	NP	NP	N	NP	1	NP	1	NP
H-3, H-4	2	3	2	NP	2	NP	2	NP	2	3	1	2	NP	NP	1	NP	1 ^d	NP	1	NP
H-5	2	NP	2	NP	2	NP	2	NP	2	NP	1	NP	NP	NP	1	NP	1	NP	N	NP

S = Buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.

NS = Buildings not equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.

N = No separation requirement.

NP = Not Permitted

- See Section 420.
- The required separation from areas used only for private or pleasure vehicles shall be reduced by 1 hour but not to less than 1 hour.
- See Sections 406.3.2 and 408.5.4.
- Separation is not required between occupancies of the same classification.
- See Section 422.2 for ambulatory care facilities.
- Occupancy separations that serve to define the area limits established in Chapter 9 for requiring fire protection systems shall also comply with Section 707.3.10 and Table 707.3.10 in accordance with Section 901.7.

508.4.1 Occupancy classification.

Separated occupancies shall be individually classified in accordance with Section 302.1. Each separated space shall comply with this code based on the occupancy classification of that portion of the building. The most restrictive provisions of Chapter 9 that apply to the separate occupancies shall apply to the total nonfire-barrier-separated occupancy areas. Occupancy separations that serve to define fire area limits established in Chapter 9 for requiring a fire protection system shall also comply with Section 901.7.

Respectfully,

Ashley N. Duncan
Fire Prevention Officer
Midwest City Fire Department

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



To whom it may concern,

A General Walk-Through Inspection was conducted at 7901 NE 10th St. Ste. A209 on March 9, 2023 per your request. The Planning Division has provided the following notes:

- The property will be required to obtain a Special Use Permit in order to serve alcohol. Currently, the suite is zoned C-3, Community Commercial District, which does not permit the sale of alcohol. The Current Planning Manager, Emily Richey, made the applicant aware of the deadlines and application process for rezoning. She also gave the applicant hard copies of the calendar of deadlines as well as application.
- Ms. Richey recommended the applicant ensure the proposed rezone gets approved prior to continuance of construction and commercial additions to the space in the event the rezone is not approved by Council.
- The applicant was also asked to provide all the uses she intends on operating in the space, because that will determine the classification of use by the various departments.
- The applicant was asked to provide floor plan for staff to review as well after she determines what all her space will be used for.
- The appropriate state licensing will be required for submittal during the Certificate of Occupancy stage.

These notes are intended to provide a written assessment of a proposed occupancy for a particular location. This non-binding document is not a formal review or approval of any occupancy proposal. The information is provided to inform the customer of occupancy requirements for the City of Midwest City.

For further questions, please contact the appropriate department.

Thank you.

2143



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

REZONING APPLICATION

A209

Property Information

Location/Address of Property:	7901 NE 10 th St, Midwest City OK 73110
Legal Description:	

Applicant Information

Name:	Cheryl Jackson	Company:	Shi'Sips Winery, Satellite Tasting Room
Mailing Address:	1417 NE 26 th St		
City:	Moore	State:	OK
		Zip:	73160
Phone:	(405) 922-1565	Fax:	
		Email:	sbc.ischeryl@gmail.com

Owner Information

Name:	John McHughes	Company:	
Mailing Address:	5805 Bruce Drive		
City:	Norman	State:	OK
		Zip:	73072
Phone:	(405) 310-5252	Fax:	
		Email:	

It is requested that the above noted property be rezoned

From: C3

To: C3 with special use to serve alcohol.

And it is further requested that the Comprehensive Plan be amended

From: _____

To: _____

The subject property has a frontage of _____ ft and a depth of _____ ft., and contains an area of 85,860.00 sq. ft.

3/27/23, 3:45 PM

WP50 Oklahoma County Assessor Real Account Detail



GREAT News!
Annual Oklahoma Tax Commission audit findings reveal accurate assessments

[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 3/27/2023 3:45:36 PM

Account: **R154711430** Type: **Commercial** Location: 7901 NE 10TH ST
 Building Name/Occupant: MIDWEST OFFICE PARK / A NATURAL TOUCH SALON MIDWEST CITY
 Owner Name 1: 7901 NE 10TH LLC 1/4 section #: 2506
 Owner Name 2: Parent Acct:
 Owner Name 3: Tax District:
 Billing Address: 2805 BROCE DR School System: Oklahoma City #89
 City, State, Zip: NORMAN, OK 73072 Land Size: 85,860.00 Square Feet
 Country: (If noted) Lot Dimensions: Width Depth

Personal Property Land Value: 144,245 **Treasurer:**

Sect 27-T12N-R2W Qtr SE **SOLDIER CREEK ESTATES** Block 004 Lot 000

Full Legal Description: SOLDIER CREEK ESTATES 004 000

Photo & Sketch (if available)	Comp Sales Address/Date/Price (ordered by relevancy)	Report Coming Soon
 	No comparable sales returned.	

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2023	642,700	642,700	70,697	0	70,697	110.02	\$7,778	\$0
2022	642,700	642,700	70,697	0	70,697	110.02	\$7,778	\$0
2021	816,770	816,770	89,844	0	89,844	109.95	\$9,878	\$0
2020	1,020,791	1,020,791	112,287	0	112,287	110.97	\$12,460	\$0
2019	1,020,791	1,020,791	112,287	0	112,287	108.84	\$12,221	\$0

-- > > [1/5]

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R154711430	2019	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
5/19/2017	Hmstd Off &	13442	302	0	IMAN JACK O & KONG H	MIDWEST SQUARE OFFICE PARK LLC
5/19/2017	Deeds	13442	303	700,000	MIDWEST SQUARE OFFICE PARK LLC	7901 NE 10TH LLC
9/8/2008	Hmstd Off &	10902	128	0	IMAN JACK O IMAN KONG H	MIDWEST SQUARE OFFICE PARK LLC
2/28/2007	Deeds	10407	1285	640,000	ROYALL ROBERT C & BETTI A	IMAN JACK O IMAN KONG H
1/29/2004	Deeds	9198	1504	340,000	MIDWEST SQUARE LLC	ROYALL ROBERT C & BETTI A

-- > > [1/3]

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2019	04/05/2019	1,020,791	1,020,791	112,287	0	112,287
2017	03/03/2017	817,700	817,700	89,946		

7901 NE 10th LLC

2805 Broce Drive

Norman, OK 73072

Office: 405-310-5252

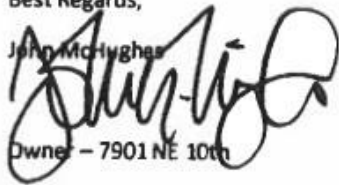
March 28, 2023

To Whom it May Concern:

I, John McHughes, Managing Partner of 7901 NE 10th LLC, gives consent to allow Cheryl Jackson with ShiSips Winery to rezone Suite A209 to use as a tasting room.

Best Regards,

John McHughes



Owner - 7901 NE 10th



AUDRA D OVERSTREET
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES OCT. 12, 2025
COMMISSION # 17009460



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Development Intent Statement

This Development Intent Statement is intended to provide a written description of a proposed development for a particular parcel of land. This non-binding document is not a formal review or approval of any development proposal. The information is provided in order to inform City staff of proposed developments so that staff may assist applicants by providing detailed information regarding Municipal Code requirements for new developments.

Name: Cheryl Jackson
Phone number and email: (405) 922-1565, sbischery@gmail.com
Address of property proposed for development: 7901 NE 10th St, A209, Midwest City, OK 73126

Please use the following lines to explain your proposed development. Please include information such as use (residential, multi-family, commercial, office, industrial, etc.), parking, signage, exterior building materials and any other useful information.

See Attached: Shi Sps Satellite Tasting Room Use
Satellite Tasting Room license Checklist - Ex 1 + Ex 1B
Small Farm Winery license - Ex 2
Floor Plan - Ex 3
Instructors license Alcohol Ex 4

See Attached: From My Heart to Yours Cafe
Development Intent statement - Ex 5
Commercial Kitchen Floor plan - Ex 6

Ex1



**ALCOHOLIC BEVERAGE LAWS
ENFORCEMENT COMMISSION**

3812 N. Santa Fe, Suite 200
Oklahoma City, OK 73118
(405) 521-3484

SATELLITE TASTING ROOM LICENSE APPLICATION CHECKLIST

Before completing the application packet read the information below:

- The building location must be completely constructed or within 60 days of completion of construction in order to apply for a license.
- **Both the application pages and additional items required must all be completed and provided for filing or the application will not be accepted (only exception; the certificate of compliance can be provided prior to license issuance).**
- The application will be reviewed and under investigation upon filing of application.
- The license fee is due upon filing the application. We accept cash, credit card, business check, money order, or cashier's check for walk-in customers. Mail-in customers can submit the license fee by money order, cashier's check, or business check only.
- File the completed application in person or by mail at the ABLE Commission, 3812 N. Santa Fe Avenue, Suite 200, Oklahoma City, OK 73118, Monday thru Friday 7:30 am to 4:30 pm.
- Contact the ABLE Commission office at (405) 521-3484 or visit our website at www.able.ok.gov for questions or general information.
- **A satellite tasting room license shall authorize the holder of a small farm winery license or winemaker license to operate no more than two satellite locations in addition to his or her licensed premises for the purpose of providing tastings, samples and retail sales for on-premises or off-premises consumption to consumers over twenty-one (21) years of age; provided the wine tasted, sampled or sold shall have been produced/manufactured by the holder of a small farm winery or winemaker license and shall have all manufacturing taxes paid.**
- **The holder of a small farm winery license or winemaker license must obtain approval for each satellite location from the city, town or municipality before submitting the application to the ABLE Commission. The small farm winery licensee or winemaker licensee operating a satellite tasting room must keep such license in good standing and is liable for any violation committed on the premises of its satellite tasting rooms. Employees and managers of the satellite tasting room must be trained in alcohol handling, laws and regulations and hold a current alcohol server's license and must be over twenty-one (21) years of age.**

Additional items an individual sole proprietor must provide:

- A Certificate of Liability Insurance showing coverage for both bodily injury and property damage.
- A deed, lease, management agreement, or sales contract.
- A Certificate of Compliance from the city or county where the business is located stating all building codes for zoning, fire, safety, and health are in compliance or are not required.
- A Tax Statement from the County Treasurer's office stating no real or personal property taxes are owed for each partner.

**ADDITIONAL ITEMS FOR CORPORATIONS, LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND TRIBES OR TRIBAL CORPORATIONS ARE LISTED UNDER THEIR
RESPECTIVE SECTIONS IN THE FOLLOWING APPLICATION.**

Ex 1B

Shi' Sips Satellite Tasting Room

7901 NE 10th St, A209 Midwest City, OK 73110

Development Intent Statement

Name: Cheryl Jackson

Phone number and email: (405)922-1565, sbcischeryl@gmail.com

Address of property proposed for development: 7901 NE 10th St A209, Midwest City, OK 73110

Use: Commercial use

Satellite Tasting Room

- A satellite tasting room license shall authorize the holder of a small farm winery license or winemaker license to operate no more than two satellite locations in addition to his or her licensed premises for the purpose of providing tastings, samples and retail sales for on-premises or off-premises consumption to consumers over twenty-one (21) years of age; provided the wine tasted, sampled or sold shall have been produced/manufactured by the holder of a small farm winery or winemaker license and shall have all manufacturing taxes paid.
- The holder of a small farm winery license or winemaker license must obtain approval for each satellite location from the city, town or municipality before submitting the application to the ABLE Commission. The small farm winery licensee or winemaker licensee operating a satellite tasting room must keep such license in good standing and is liable for any violation committed on the premises of its satellite tasting rooms. Employees and managers of the satellite tasting room must be trained in alcohol handling, laws and regulations and hold a current alcohol server's license and must be over twenty-one (21) years of age.

I, Cheryl Jackson, a certified Alcohol Instructor plan to teach "How to Drink Responsibly Classes."

See attached Alcohol Instructors License

Cheryl Jackson

Ex 2



OKLAHOMA ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION

ISSUED TO : SHI' SIPS WINERY LLC
1417 NE 26TH ST
MOORE OK 73160

TYPE OF LICENSE : SMALL FARM WINERY LICENSE

LICENSE NUMBER : SFW-22-000003

LICENSE FEE : 75.00

EFFECTIVE DATE : 06/27/2022

EXPIRATION DATE : 06/27/2022

BUSINESS LOCATION : SHI' SIPS WINERY LLC
1417 NE 26TH ST
MOORE OK 73160

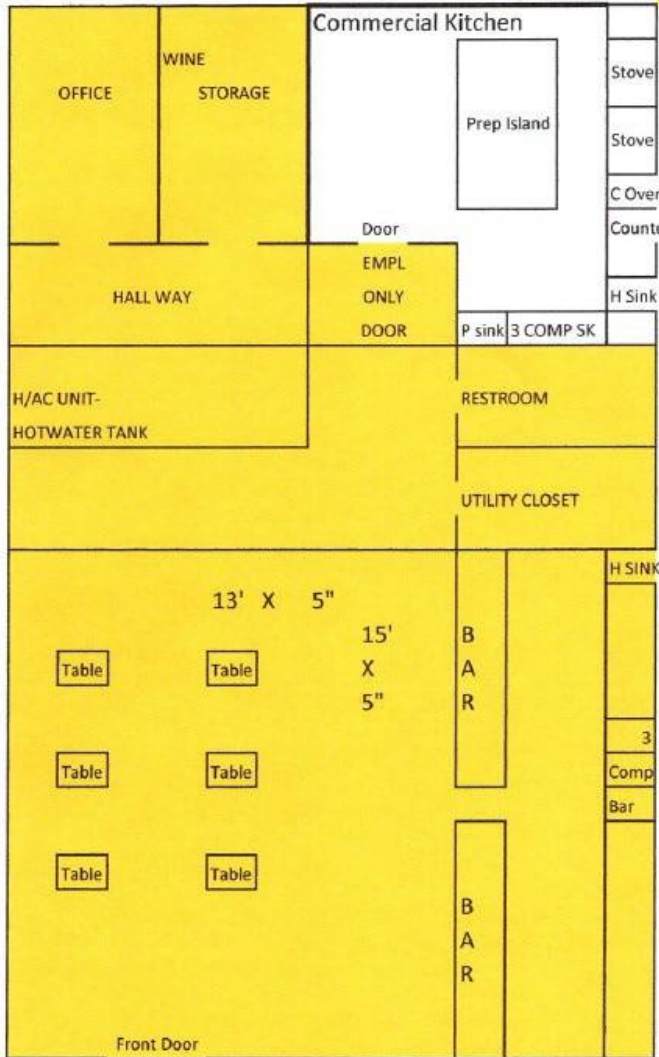
MR. A. KEITH BURT

Director

EX 5

SHI' SIPS SATELLITE TASTING ROOM
7901 NE 10th Suite A 209, Midwest City, OK 73110

SATELLITE TASTING ROOM



5/8" SHEETROCK AROUND KITCHEN
Pull Permits

INSTALL HAND SINK
INSTALL FOOD PREP SINK
INSTALL 3 COMPARTMENT SINK
Pull Permits

INSTALL HAND SINK
INSTALL BAR SINK

INSTALL WELL DRAIN LINES

Ex 4



CERTIFICATE NO.
5195925

Approved ServSafe Alcohol® Instructor

CHERYL JACKSON

is an Approved ServSafe Alcohol® Instructor and has successfully completed all program requirements and has demonstrated professional knowledge, experience and dedication to responsible alcohol service.

Local laws apply. Check with your local regulatory agency for renewal requirements.

8/18/2021
DATE OF APPROVAL

8/18/2024
DATE OF EXPIRATION

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



©2017 National Restaurant Association Educational Foundation. All rights reserved. You must maintain a current ServSafe Alcohol Certification in order to retain your Certified ServSafe Alcohol Instructor status. ServSafe Alcohol and the ServSafe Alcohol logo are registered trademarks of National Restaurant Association Educational Foundation, and used under license by National Restaurant Association Solutions, LLC, a wholly owned subsidiary of the National Restaurant Association.

Approved and awarded
5/11/2023

Ex 5

From My Heart to Yours Café
7901 NE 10th St, Midwest City, OK 73110

Development Intent Statement

Name: Cheryl Jackson

Phone number and email: (405)922-1565, sbcischeryl@gmail.com

Address of property proposed for development: 7901 NE 10th St A209, Midwest City, OK 73110

Use: Commercial use

Our goal of ***From My Heart to Yours Café*** is to provide learn, teach, and provide heart healthy meals to the community for profit. And once the café is self sufficient our goal is to **start and serve an after-school program, which can support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, and provide a safe and supportive environment for children and youth.**

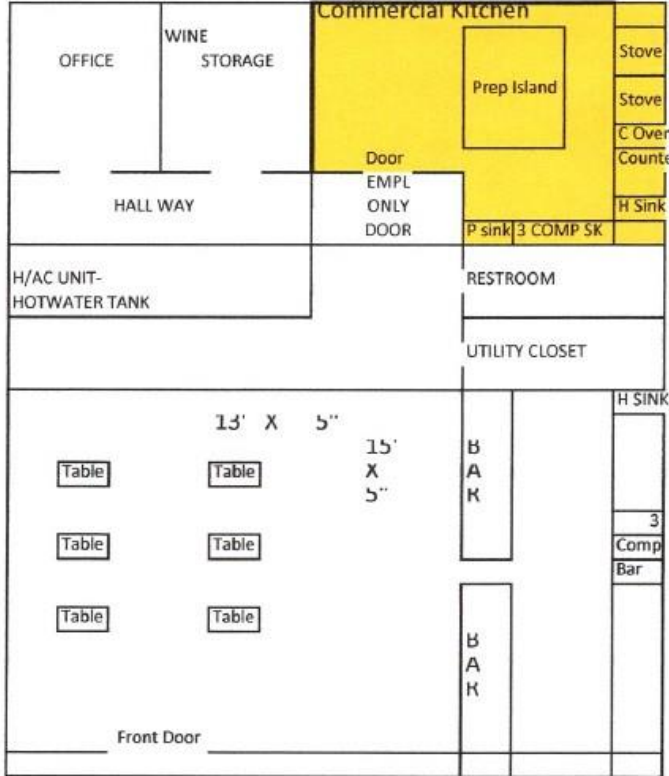
Cheryl Jackson

Ex 6

7901 NE 10th St A 209, Midwest City, OK 73110

COMMERCIAL KITCHEN

COMMERCIAL KITCHEN



5/8" SHEETROCK-FIRE RATED SHEETROCK
AROUND KITCHEN-PULL PERMIT

INSTALL HAND SINK
INSTALL FOOD PREP SINK
INSTALL 3 COMPARTMENT SINK
Pull Plumbing Permits

INSTALL HAND SINK
INSTALL BAR SINK

INSTALL WELL DRAIN LINES

>>> Cheryl Jackson <sbcischeryl@gmail.com> 7/12/2023 9:57 AM >>>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Mr. Fryer,

Attached you will find my plans for A 209 and the site plans. I was going to add a couple of doors to connect the barber shop, but I will wait for now.

If you have any further questions or if I need to do anything else to accommodate this, please let me know.

I am at work and I will send the square footage when the landlord sends it to me.

Thank you,

Blessings!

On Fri, Jul 7, 2023 at 7:39 AM Randall Fryar <RFryar@midwestcityok.org> wrote:

- > In order for us to determine what will be required, we need more
- > information about the business that you are wanting to start. Please
- > provided us with a detailed scope of exactly what you will be doing with
- > this space, also a complete drawing of the space including the total square
- > footage. Also since this will involve the sell of alcohol how much product
- > will be onsite?
- >
- > Randall Fryar
- > Chief Building Official
- > Engineering & Construction Services
- > [405-739-1270](tel:405-739-1270)
- >

Good morning Mr. Fryer,

Sorry, I couldnt get back to you sooner, but I had a couple of Drs appointments the last couple of days and I was waiting to hear from Able to see if I could add a door between the barber shop (A208) and the Satellite Tasting Room (A209), but I may add that at a later date.

The only reason I need a Satellite Tasting Location is to be able to sell my wine, not taste it because the Complementary license allows for the tasting and tasting only. And in order for me to sell I need the Satellite Tasting Room and all it has to have is product and a cash register.

In A209, I will have a gift shop which sells apparel and souvenirs.

I will have a refrigerator to serve/sell Charcuterie Boards (processed meats, cheeses, etc.)

I will also have a business center with computers in that space.

There will be a 3 compartment sink in that back area to wash and store any dishes in which the plumbing is already there.

The Courtyard will have tables and umbrellas.

Sincerely, and thank ou for your help. It is very much appreciated.

Cheryl and Leonard Jackson

Mail | Properties | Discussion Thread |

Randall Fryar 7/13/2023 10:53 AM <

Fwd: Re: 7901 NE 10TH ST Suite 209 ✎

to: Emily Richey

>
> Good morning Mr Fryer,
>
> The space is approximately 769 square feet and as far as the amount of
> wine
> that will be stored, is a very small quantity, we have a 4 x 6 closet
> designated to hold the wine which is not very much.
>
> Again, all we need it was a separate address and a cash register to be
> able
> to sell the wine to go.
>
> If you have any further questions, please feel free to contact me.
>
> Thanks, again and I look forward to hearing from you.
>
>
> Cheryl Jackson
>
>

>>> Cheryl Jackson <sbcischeryl@gmail.com> 7/13/2023 8:52 AM >>>
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you for the information.

Thank you sir,
I promise you it is only used for selling purposes and promoting the brand.
I will be using the space more for educational purposes, (CPR, Business,
etc...)

It's not big enough for a bar. Nor do I wish to have a bar.

And if we decide to add a kitchen at a later date I promise you I will come
back to the city and do everything in the proper manner.

Thanks again.

Cheryl Jackson

2 ORDINANCE NO. _____

3 AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY
4 DESCRIBED IN THIS ORDINANCE FROM C-3, COMMUNITY COMMERCIAL DIS-
5 TRICT TO C-3, COMMUNITY COMMERCIAL DISTRICT WITH A SUP, SPECIAL
6 USE PERMIT TO ALLOW THE USE OF A DRINKING ESTABLISHMENT: SIT-
7 DOWN, ALOCHOLIC BEVERAGES PERMITTED, AND DIRECTING AMENDMENT
8 OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICA-
9 TION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR RE-
10 PEALER AND SEVERABILITY

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

12 ORDINANCE

13 SECTION 1. That the zoning district of the following described property is hereby reclassified
14 from C-3, Community Commercial District to C-3, Community Commercial District with a SUP,
15 Special Use Permit to allow the use of a Drinking Establishment: Sit-Down, Alcoholic Bever-
16 ages Permitted subject to the conditions contained in the PC-2143 file, and that the official Zon-
17 ing District Map shall be amended to reflect the reclassification of the property’s zoning district
18 as specified in this ordinance:

19 For the property described as a part of the Southeast Quarter (SE ¼) of Section
20 Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian
21 Meridian in Oklahoma County, Oklahoma, also known as 7901 NE 10th Street Suite
22 A209, Midwest City, Oklahoma 73110.

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

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

28 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
29 on the _____ day of _____, 2023.

30 THE CITY OF MIDWEST CITY, OKLA-
31 HOMA

32 _____
33 MATTHEW D. DUKES II, Mayor

34 ATTEST:

35 _____
36 SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney

2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM OR, OFFICE/RETAIL TO COM, COMMERCIAL FOR THE PROPERTY**
5 **DESCRIBED IN THE RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OK-**
6 **LAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
8 lowing described property identified, for future planning purposes, as OR, Office/Retail:

9 For the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-
10 Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian
11 in Oklahoma County, Oklahoma, also known as 7901 NE 10th Street Suite A209, Mid-
12 west City, Oklahoma 73110.

13 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
14 above referenced property from OR, Office/Retail to COM, Commercial.

15 **WHEREAS**, with the applicant’s request the change in future planning classification complies
16 with the City’s Comprehensive Plan.

17 **WHEREAS**, the applicant has met both state and local notification requirements.

18 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,**
19 **OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

20 That the classification of above described property located in Midwest City, Oklahoma is hereby
21 changed from OR, Office/Retail to COM, Commercial on the Comprehensive Plan Map.

22 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
23 homa, on the _____ day of _____, 2023.

24 THE CITY OF MIDWEST CITY, OKLAHOMA

25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

30 **APPROVED** as to form and legality this _____ day of _____, 2023.

31 _____
32 DONALD MAISCH, City Attorney

33
34
35
36



Community Development Department

Emily Richey, Current Planning Manager
Tami Anderson, Executive Assistant

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023
Subject: (PC-2144) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“R-MH-2”) and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD) to Manufactured Home (“MH”), for the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma 73110.

Honorable Mayor and Council,

The applicant to rezone the property addressed at 2117 Randolph Avenue has requested to table this item to August Planning Commission and Council dates so applicant’s representation can meet with staff regarding sewer disposal.

Action is at the discretion of the Council.

Respectfully,

Emily Richey
Current Planning Manager

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023

Subject: (PC-2144) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“R-MH-2”) and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Manufactured Home (“MH”), for the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma 73110.

Executive Summary: Mr. John Carroll applied to rezone ± 7 acres lying at the south end of Randolph Street for the purpose of creating a recreational vehicle resort featuring 106 lots and a swimming pool. The application requires an amendment to the Comprehensive Plan Land Use Map, and the proposed development as presented appears in conflict with City Code on at least two key issues:

- The maximum intensity of development per Municipal Code for travel trailers are no more than fifteen (15) per gross acre for a travel trailer park, meaning only 105 lots are on a 7-acre parcel.
- City Code § 43-115 forbids on-site waste stations. (See Page 6 of this report.) A dump station is prohibited.



It is also worth mentioning that Randolph Avenue, an asphalt street, is the only means of egress. It is only 16’-18’ wide and is in poor condition. It is difficult for two light vehicles to pass on the road, and two RVs passing one another could create a potentially hazardous situation.

If the amendments are approved, the applicant will be allowed to file a preliminary plat and to move forward with the design and construction of all public improvements deemed necessary for development. Building permits are unavailable until public improvements are constructed, tested and inspected, and the final plat is approved.

Both state and public notification requirements were met.

No comments have been received from the Public concerning this application.

Planning Commission discussed concerns about the sewer usage/connection and the conditions of Randolph Avenue not being equipped for larger vehicles.

The Applicant's request to table the item was unanimously approved by the Planning Commission on July 5, 2023.

Date of Pre-Development Meeting: March 9, 2023

Council Ward: Sara Bana (5)

Owner: Keith and Charonna Kay Peoples

Applicant: John Carroll

Proposed Use: Recreational Vehicle Resort

Area: The subject property has a frontage of 551 feet along Randolph Avenue, and a depth of 553 feet, and contains an area of 7 acres, more or less.

Development Proposed by Comprehensive Plan: North: Single-Family Detached Residential; Commercial
South: Single-Family Detached Residential
East: Single-Family Detached Residential
West: Manufactured Home

Surrounding Zoning Districts: North: R-6
South: Planned Unit Development ("PUD") governed by Two-Family Attached Residential District ("R-2F")
East: R-6
West: Planned Unit Development ("PUD") governed by Medium Density Residential District ("R-MD")

Current Neighboring Land Uses: North: Vacant
South: Vacant
East: Residential
West: Vacant

Comprehensive Plan Citation:

The future zoning land use for the subject lots are SFD, Single-Family Detached Land Use:

"This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance."

The proposed use is *not* supported by the Comprehensive Plan, therefore a resolution to the Comprehensive Plan must be made.

Municipal Code Citation:

2.12. – R-MH-2, Manufactured Home Park District

2.12.1. *General Description.* This district permits locations for manufactured home parks which, while providing a residential environment, are not generally compatible with normal single-family and two-family residential developments.

These parks are under single ownership and provide leased or rented manufactured home spaces.

This district should provide for an orderly arrangement of home sites in manufactured home parks that have been located and designed in a manner that will promote and protect the health, safety, and general welfare of the residents.

2.12.2. *District Use Regulations.* Property and buildings in the R-MH-2, Manufactured Home Park District shall be used only for the purposes listed within Table 4.9-1: Use Chart (Page 75).

2.12.3. *Development Regulations.* Property and buildings shall conform to the related standards listed within Table 3.2-1: Residential Area Regulations and Standards Chart (Page 47) and Section 5 Supplemental Regulations (Page 81).

(A) *Minimum manufactured home park size and standards.* The minimum area of any park shall be five (5) acres. In addition to the regulations contained within this section, Chapter 23 (Reference Chapter 35 of 1972 Code) Manufactured Home Parks and Subdivisions should also be consulted for regulations pertaining to manufactured homes.

(B) *Maximum intensity of development.* Intensity of development shall be limited to no more than ten (10) manufactured homes per gross acre for a manufactured home park and no more than fifteen (15) travel trailers per gross acre for a travel trailer park.

(C) *Manufactured home spaces.* Each manufactured home and travel trailer space shall have a minimum of not less than four thousand (4,000) square feet exclusive of parkland, access drive right-of-way and any other area which is a part of a community facility.

(D) *Screening and landscaping requirements.* Manufactured home subdivisions shall be screened and landscaped in accordance with the provisions in 5.2 Screening and Landscaping (Page 81).

(E) *Off-street parking, loading and access.* All uses shall contain adequate space on private property to provide for parking, loading, and maneuvering of vehicles in accordance with regulations established in 5.3 Parking and Loading (Page 91) of which Table 5.3-2: Specific Parking Requirements (Page 98) is included.

(F) *Site plan.* A site plan shall be prepared in accordance with 7.5 Site Plan (Page 183) for any 4.2.3. Townhouse (Single-Family Attached) (Page 50), 4.2.4. Multifamily Residential (Page 50), or 4.2.8. Group Residential (Page 51) type use.

History:

1. This property is unplatted.
2. This property has historically been zoned residentially.
3. Applicant requested to table this item to the August 1, 2023 Planning Commission so applicant's representative can meet with Public Works staff regarding sanitary sewer issues.

Next Steps:

If Council approves this rezone, the applicant will then proceed with the preliminary plat process, which begins with a pre-development meeting with applicant and City staff. After the preliminary plat is approved by Council, applicant can begin any public improvement requirements. When those requirements have been satisfied to City standards, the final plat can be applied for.

Building permits can be pulled after the final plat approval.

Staff Comments-

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a six (6) inch line running along the west side of 2117 Randolph Avenue. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

At time of building, the water main will be required to be extended and potentially looped to eliminate dead ends per Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is no sanitary sewer adjacent to this area. It is located approximately 350 feet east of the area of request. Any new building permit or plat application will require extension of the sanitary system and tying into the public sewer system as outlined in Municipal Code 43-109.

Recreational vehicles have additional requirements per Municipal Code 43-115.

Streets and Sidewalks

Access to the parcel is from Randolph Avenue. Randolph Avenue parallels the east side of the property and is classified as a local road in the 2008 Comprehensive Plan. Sidewalk and half street improvements will be required with a building permit along Randolph Avenue. The existing roadway is approximately 16-18' wide, asphalt, and in poor surface condition. Drainage in the area is by roadside ditch.

The subject zoning would suggest a typical RV which is not necessarily suitable to the existing conditions and should be taken into consideration.

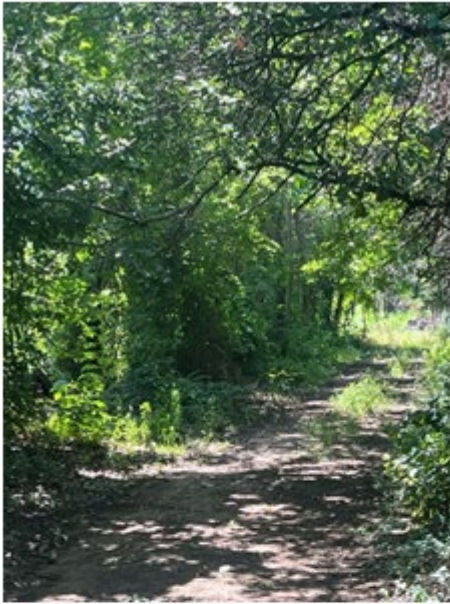
Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

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

Engineering Photos



Northern Part of the Area of Request



Southern Part of the Area of Request



South along Randolph Ave



North along Randolph Ave

Fire Marshal's Comments:

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

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per City of Midwest City's Code of Ordinances Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in "green belt" per City of Midwest City's Code of Ordinances Section 43-54.

Sewer

- Sewer main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Recreational Vehicle facilities shall not allow disposal of waste excluding establishments that sell, perform maintenance or rejuvenate recreational vehicles per Midwest City Municipal Code.

Midwest City Municipal Code Section 43-115. - Recreational vehicles (R.V.'s) disposal station.

(a) Only establishments that sell, perform maintenance or rejuvenate recreational vehicles shall be authorized to install or operate a disposal station within the city limits of Midwest City. Owner/operators of disposal stations shall allow both Midwest City residents who own R.V.'s and transit recreational vehicle owners to utilize their facility. This service may be provided at no charge to the customer, or if there is a charge the city shall receive fifty (50) percent of said charge for utilizing the city's sewer facilities. Disposal sites for the general public shall be made available only during normal business hours.

(b) Only recreational vehicles shall be authorized to utilize disposal stations and shall be limited to a maximum of one hundred (100) gallons waste per recreational vehicle. No septic tanks, grease traps or port-o-pots shall be authorized to utilize any disposal site within Midwest City.

(c) Owner/operators shall display signs stating the following information: Hours of operation; for recreational vehicle use only; no commercial dumping; and users shall clean site after each use.

(d) Disposal sites shall be installed and maintained in accordance with the BOCA plumbing code. The pad shall be constructed in such a manner that drainage from roofs or water runoffs shall not enter the disposal opening. Such opening shall be watertight when not in use and be fitted with a foot operated flush valve. Potable water shall be made available through a frost free plug for cleaning of the disposal station after use.

(e) Disposal station shall be subject to inspection by Midwest City's plumbing inspector and/or industrial waste monitor.

- All unused sewer service(s) shall be made water tight to eliminate Inflow and Infiltration ("I&I").

Midwest City Municipal Code Section 43-272.- Prohibited discharge standards.

(12) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water and unpolluted wastewater, unless specifically authorized by the Environmental Services Director.

Sanitation

- The property is required to meet and maintain Midwest City Ordinance No. 3427 (attached, pages 13-14) regarding trash dumpster(s) and enclosure before Certificate of Occupancy can be approved.

Stormwater

- No additional comments with this case.

Planning Division:

Staff met with the applicant March 9, 2023 for a Pre-Development meeting.

Per Municipal Code, a recreational vehicle is defined as “vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.”

If this application is approved, the applicant will then go through the preliminary plat and final plat processes.

Building permits cannot be pulled until approval of final plat.

Please note, applicant will have to prove adequate off-site waste disposal outside of Midwest City limits.

Action is at the discretion of the Planning Commission.

Action Required:

To approve or reject the ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“MH-2”); and to approve or reject an amendment the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Manufactured Home (“MH”) for the property noted herein, subject to staff comments as found in the July 25, 2023 agenda packet and made part of PC-2144 file.

Suggested Motion:

“To approve the Planning Commission’s recommendation to table the item until the August 1, 2023, Planning Commission meeting.”

Please feel free to contact my office at (405) 739-1223 with any questions.

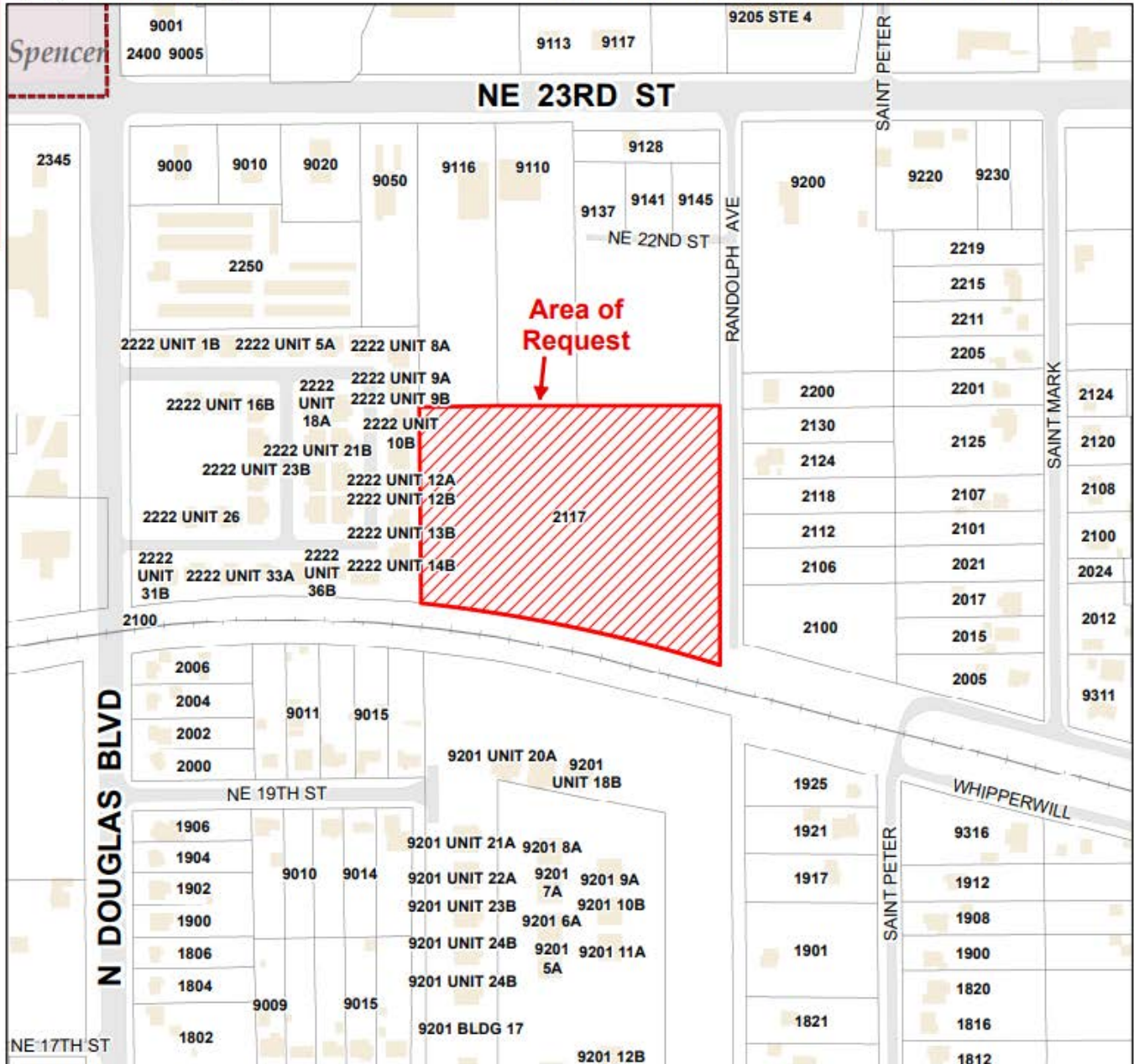


Emily Richey

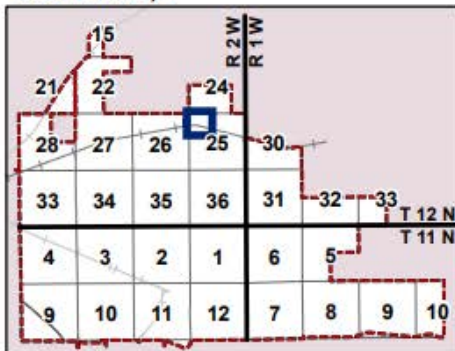
Current Planning Manager




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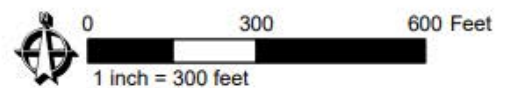
Locator Map



General Map Legend

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

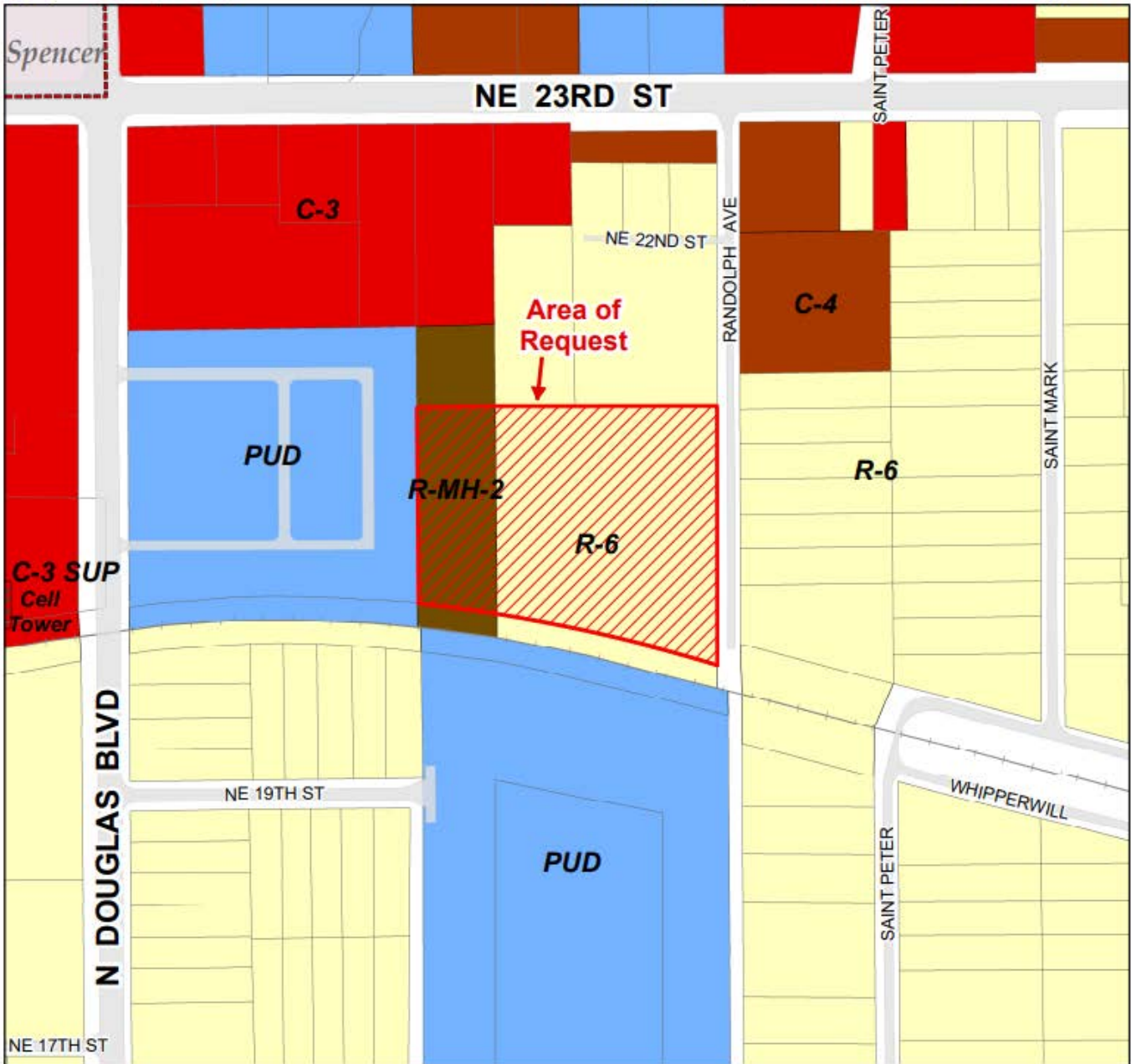
**GENERAL MAP FOR
PC-2144
(NW/4, Sec 25, T12N, R2W)**



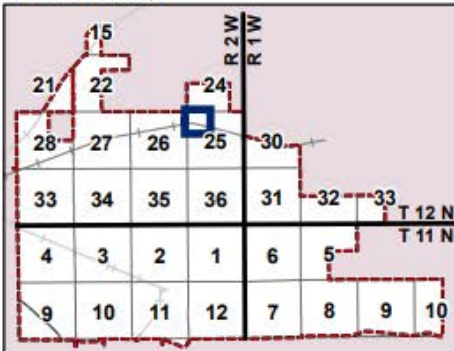
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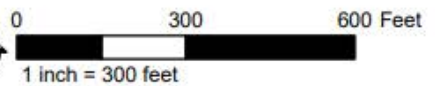
Locator Map



Current Zoning Legend

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

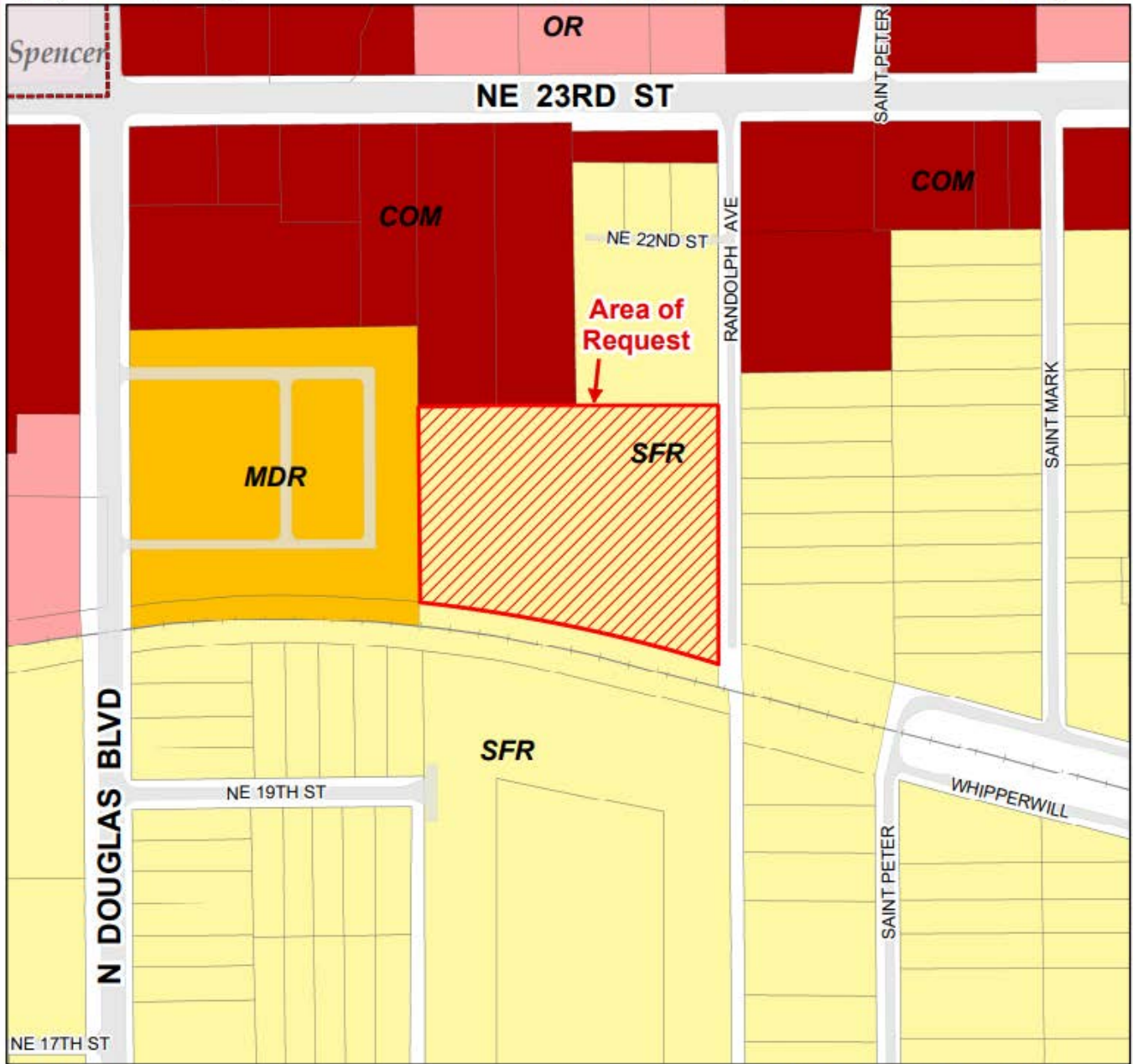
**ZONING MAP FOR
PC-2144
(NW/4, Sec 25, T12N, R2W)**



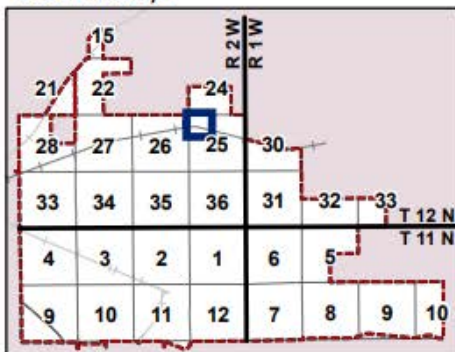
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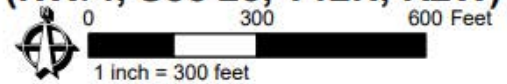
Locator Map



Future Land Use Legend

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

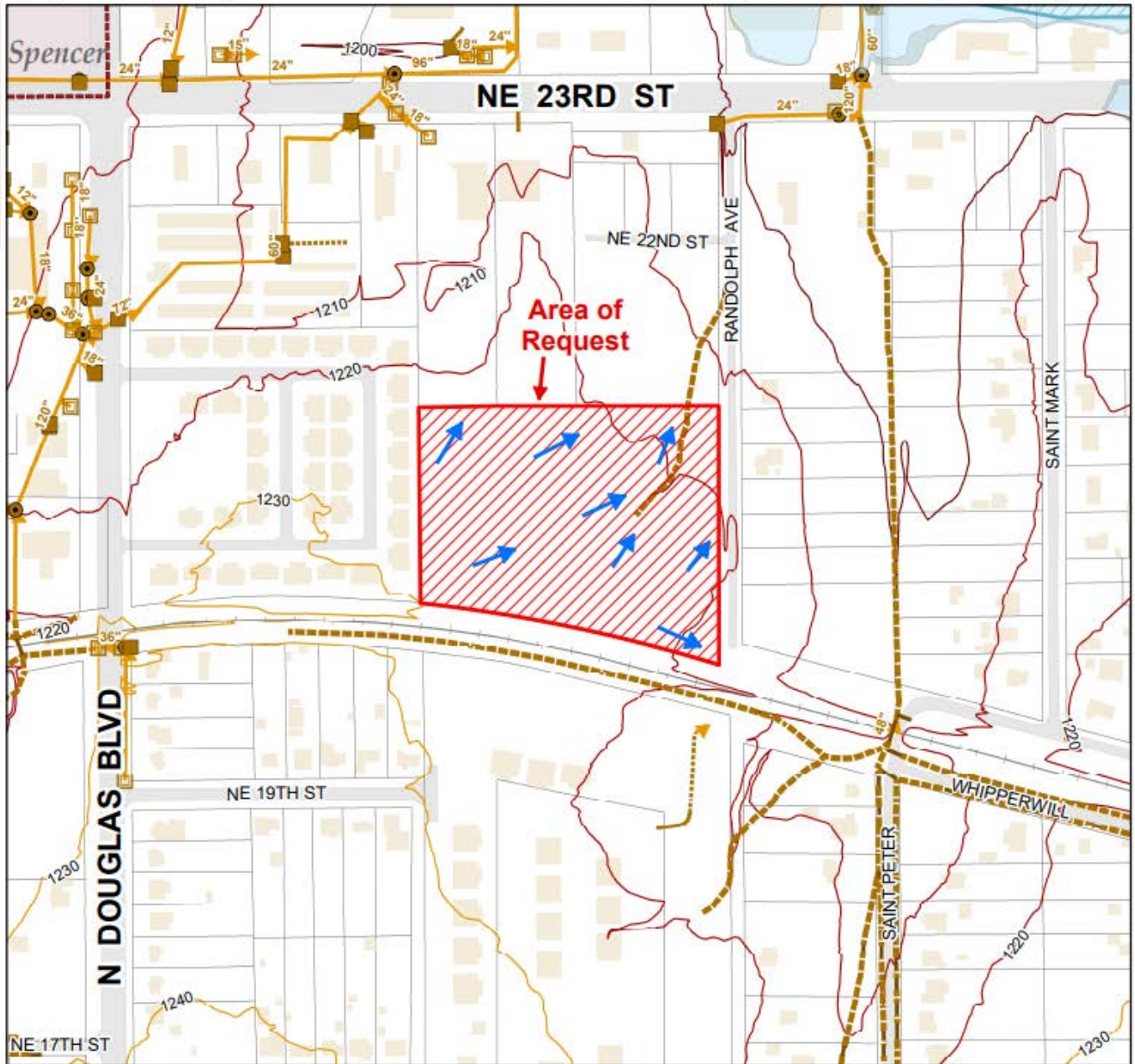
**FUTURE LAND USE
 MAP FOR
 PC-2144
 (NW/4, Sec 25, T12N, R2W)**



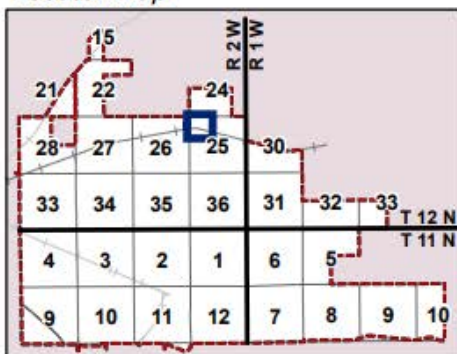
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Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1186-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

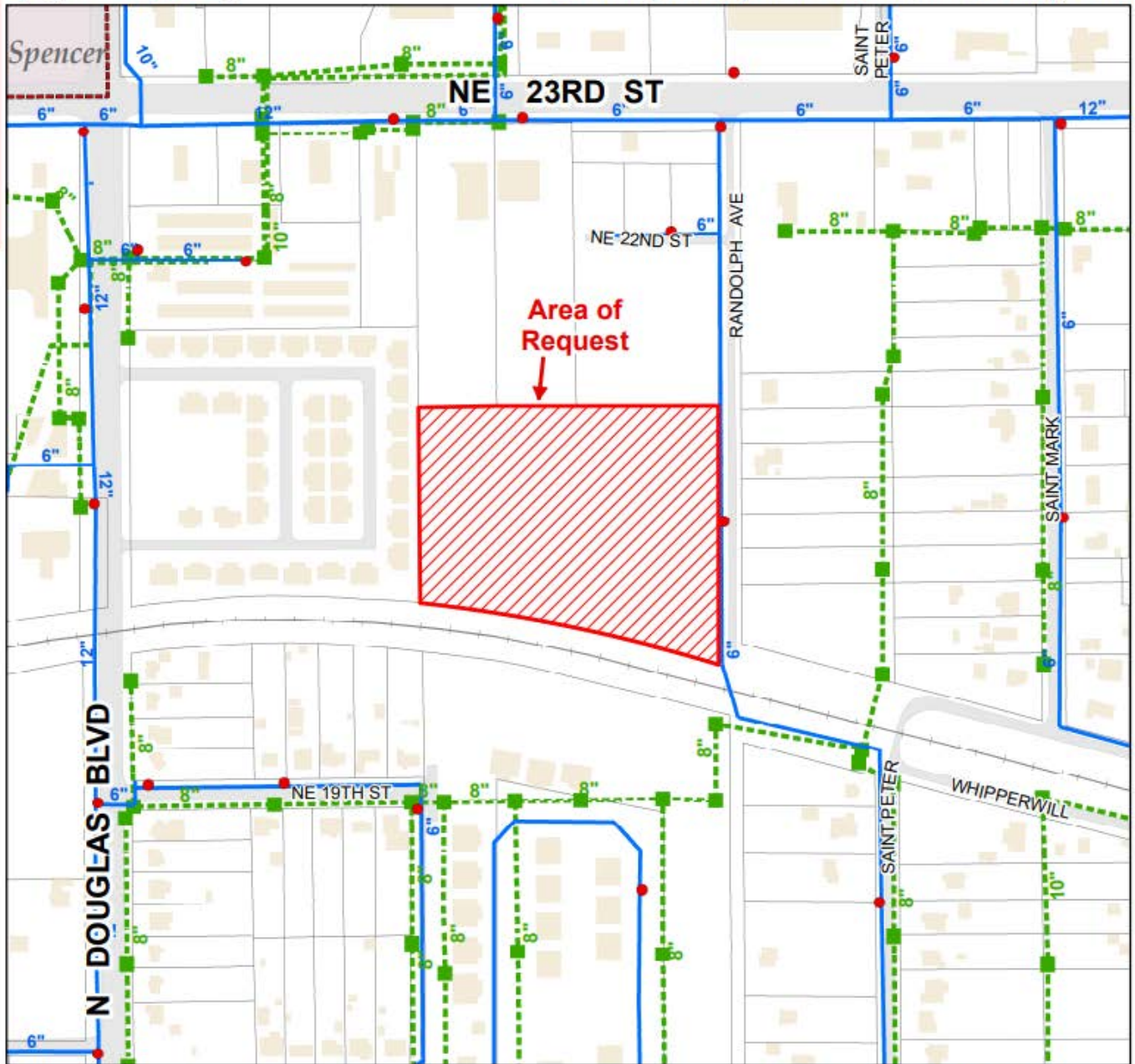
- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-2144
 (NW/4, Sec 25, T12N, R2W)

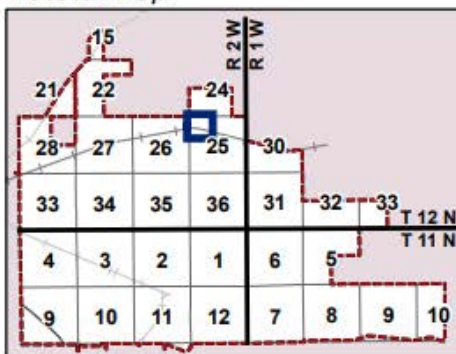
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Community Development / Information Technology - GIS



Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
 LOCATION MAP FOR
 PC-2144
 (NW/4, Sec 25, T12N, R2W)**

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

ORDINANCE NO. 3427

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE
MIDWEST CITY CODE, SECTION 5, SUPPLEMENTAL REGULATIONS, BY
AMENDING SUBSECTION 5.7.2., TRASH DUMPSTER(S) AND ENCLOSURE; AND
PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations, by amending Subsection 5.7.2., Trash Dumpster(s) Enclosure, to read as follows:

5.7.2. Trash Dumpster(s) and Enclosure

(A) *Dumpster Requirements*

- (1) All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City's Environmental Services Director in compliance with code.
- (2) All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall masonry walls.
- (3) Such enclosures shall have inside dimensions of no less than twelve (12) feet in width and fourteen (14) feet in length.
- (4) Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) -foot wide clear space when open.
- (5) A locking device shall be installed on the gates.
- (6) Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) *Dumpster Site Location.*

- (1) At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
 - a. Such location shall not occupy any designated parking space, dedicated right-of-way, easement and/or create any traffic sight hazard.
- (2) An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without the backing onto a public street.

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

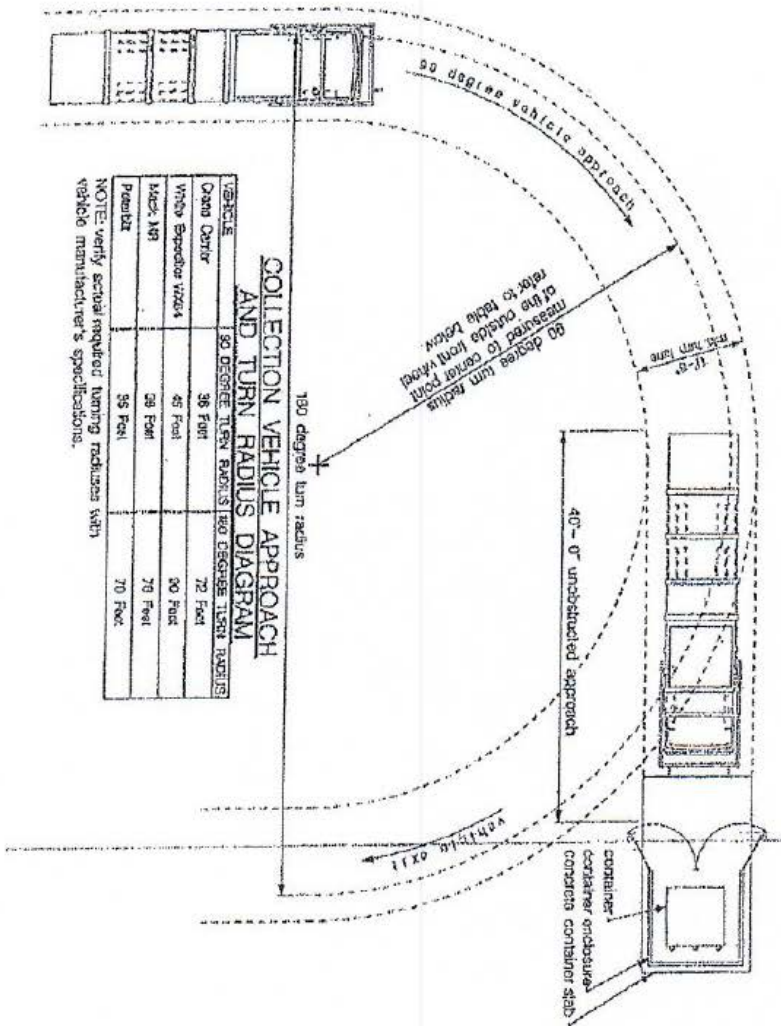
SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the 29 day of October, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA


MATTHEW D. DUKES II, Mayor

Front-Load Vehicle Access: Diagram



Turn Radius

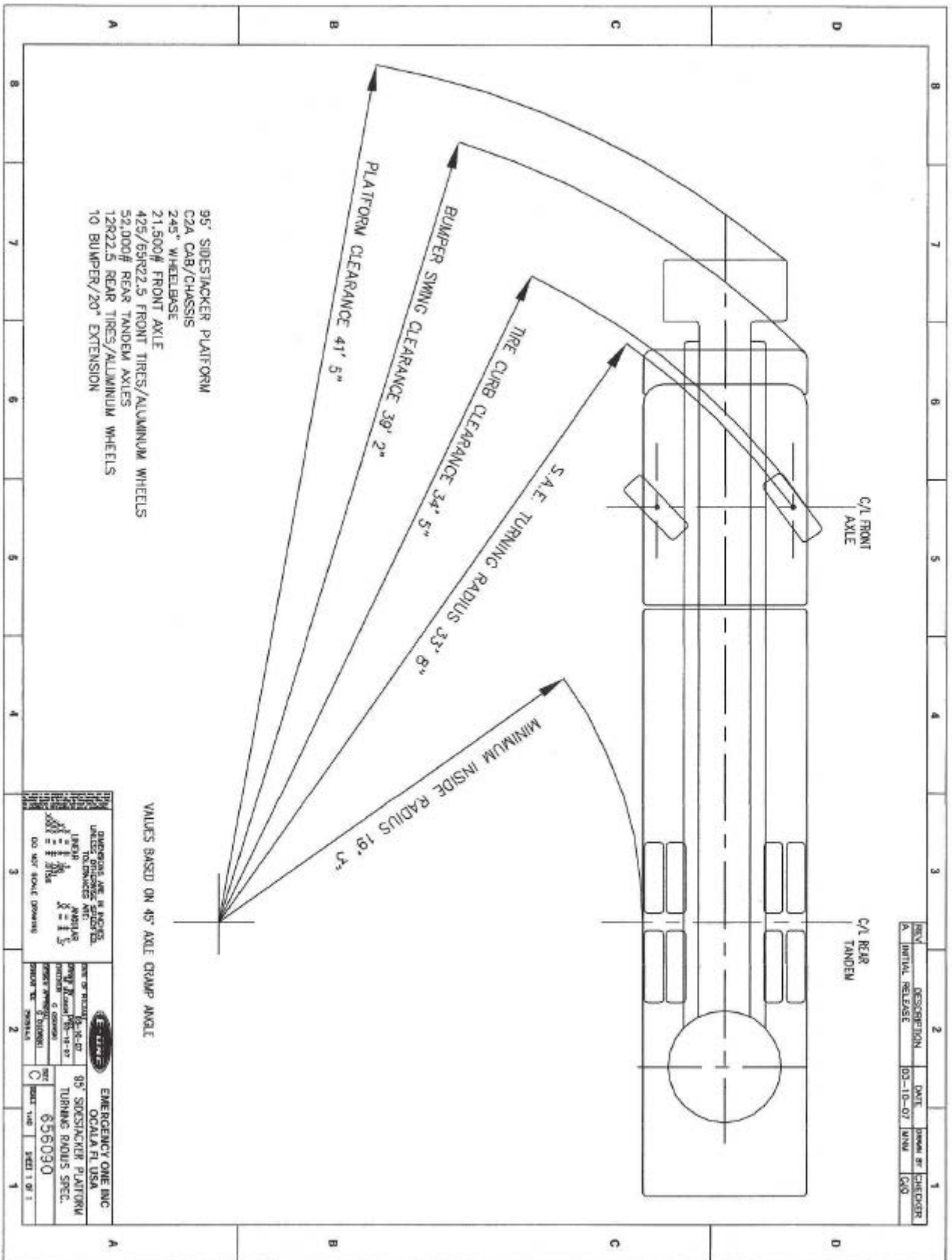
Page 1 of 1



142324

SAE Turning Radius Calculations for Quote No. 78405				
Wheelbase:	245"	Front Bumper Size:	10"	
Body Width:	100"	Front Bumper Extension:	20"	
Front Axle Kingpin Center:	70.66"	Front Wheel Type:	ALUMINUM	
Front Axle Track:	84.36"	Rear Wheel Type:	ALUMINUM	
Front Axle Tire Width:	16.2"	Tire Brand:	MICHELIN	
Dimension Over Rear Tires:	98.59"			
Body Front Overhang:	92"			
Inside Cramp Angle	S. A. E. Turning Radius	Tire Curb Clearance	Bumper Swing Clearance	Minimum Inside Radius
35	41.1'	41.8'	45.9'	28'
36	40.2'	40.9'	45'	26.9'
37	39.4'	40'	44.3'	25.9'
38	38.5'	39.2'	43.5'	25'
39	37.8'	38.5'	42.8'	24.1'
40	37'	37.7'	42.2'	23.2'
41	36.3'	37'	41.5'	22.3'
42	35.7'	36.4'	40.9'	21.5'
43	35'	35.7'	40.4'	20.7'
44	34.4'	35.1'	39.8'	20'
45	33.9'	34.5'	39.3'	19.3'
46	33.3'	34'	38.8'	18.6'
47	32.8'	33.5'	38.4'	17.9'
48	32.3'	33'	37.9'	17.2'
49	31.8'	32.5'	37.5'	16.6'
50	31.3'	32'	37.1'	16'
Nominal Cramp Angles:				
Meritor FL941 & FL943 axles: up to and including 425/65R22.5 tires			45 degrees	
Meritor FL941 & FL943 axles: 445/65R22.5 tires			38 degrees	
Dana I220W axle: up to and including 445/65R22.5 tires			42 degrees	
Reyco IFS: up to and including 385/65R22.5 tires			48 degrees	
Reyco IFS: 425/65R22.5 tires			45 degrees	
Reyco IFS: 445/65R22.5 tires without front intake			42 degrees	
Meritor Front Drive Axle: up to and including 425/65R22.5 tires			37 degrees	
Marmon Herrington Front Drive Axle: up to and including 425/65R22.5 tires			42 degrees	
This Turning Radius report reflects how the quote was configured. Any succeeding changes may slightly alter the turning radius of the vehicle and the data in this report.				

GENERAL BY MODEL





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Development Intent Statement

This Development Intent Statement is intended to provide a written description of a proposed development for a particular parcel of land. This non-binding document is not a formal review or approval of any development proposal. The information is provided in order to inform City staff of proposed developments so that staff may assist applicants by providing detailed information regarding Municipal Code requirements for new developments.

Name: <u>John carroll</u>
Phone number and email: <u>8064204241 johncarroll7205@gmail.com</u>
Address of property proposed for development: <u>2117 Randolph midwest city</u>
Please use the following lines to explain your proposed development. Please include information such as use (residential, multi-family, commercial, office, industrial, etc.), parking, signage, exterior building materials and any other useful information. _____ <u>RV park all paved roads concrete spaces swimming pools a regular resort gated preferably</u> _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

2043
2144



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

REZONING APPLICATION

Property Information

Location/Address of Property: 2117 Randolph Ave
Legal Description:

Applicant Information

Name: John carroll	Company: John carroll LLC	
Mailing Address: 9008 horsemanship		
City: Fort worth	State: TX	Zip: 76123
Phone:	Fax:	Email:

Owner Information

Name: Keith Peoples & Chavonna Kay Peoples	Company:	
Mailing Address: PO Box 373 Danville, IL 61834	IL	
City: PO Box 373 Danville, IL 61834	State:	Zip: 61834
Phone:	Fax:	Email:

It is requested that the above noted property be rezoned

From: _____
2117 Randolph Avenue, Midwest City, OK 73141
To: _____

And it is further requested that the Comprehensive Plan be amended

From: _____
To: _____

The subject property has a frontage of _____ ft and a depth of _____ ft., and contains an area of _____ sq. ft.

Applicant: _____
Approximate Frontage 551 FT
Depth Approx (Not a Square Lot) 553 FT
(Please see attached screenshot from Google Earth.)

SF of property 304,920 (From Oklahoma County Records)



You can follow us on **facebook**

<https://www.facebook.com/okcountyassessor>

[Click here](#)

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 5/31/2023 5:27:37 PM


Account: R156201400	Type: Residential		Location:	0 UNKNOWN
Building Name/Occupant:			<input type="button" value="Map Parcel"/>	MIDWEST CITY
Owner Name 1:	PEOPLES KEITH DEONTA		1/4 section #:	2500
Owner Name 2:	PEOPLES CHAVONNA KAY		Parent Acct:	
Owner Name 3:			Tax District:	<input type="button" value="TXD 589"/>
Billing Address:	PO BOX 373		School System:	Oklahoma City #89
City, State, Zip	DANVILLE, IL 61834		Land Size:	7.00 Acres
Country: (If noted)	UNITED STATES			

Personal Property Land Value: 90,624 **Treasurer:**


Sect 25-T12N-R2W Qtr NW [UNPLTD PT SEC 25 12N 2W Block 000 Lot 000](#) **Subdivision Sales**

Full Legal Description: UNPLTD PT SEC 25 12N 2W 000 000 PT OF NW4 SEC 25 12N 2W BEG 1318.72FT E & 660FT S OF NW/C OF NW4 TH S TO RR R/W TH NWLY ALONG R/W 674.26FT N415.3FT E659.36FT TO BEG LESS E25FT

Photo & Sketch (if available) **Comp Sales Address/Date/Price (ordered by relevancy)** **Report Coming Soon**



No Photo Available



No Sketch Available

No comparable sales returned.

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2023	90,624	43,164	4,747	0	4,747	110.02	\$522	\$574
2022	56,113	41,109	4,521	0	4,521	110.02	\$498	\$182
2021	56,113	39,152	4,306	0	4,306	109.95	\$474	\$205
2020	56,113	37,288	4,101	0	4,101	110.97	\$455	\$230
2019	56,113	35,513	3,906	0	3,906	108.84	\$425	\$247

-- -- > >| [1/5]

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R156201400	2006	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
1/28/2009	> Deeds	11001	221	0	PEOPLES RENAE	PEOPLES RONALD
1/28/2009	> Hmstd Off &	11001	226	0	PEOPLES RONALD	PEOPLES KEITH DEONTA
11/18/2004	> Deeds	9559	1322	15,000	ELOISE DOYLE TRS ELOISE DOYLE 1990 REV TRUST	PEOPLES RONALD & RENAE
5/19/1992	> Historical	6292	1482	0	ELOISE DOYLE 1990 REV TRUST	ELOISE DOYLE TRS
3/26/1991	> Historical	6151	768	0	RAY GEORGE H JR	ELOISE DOYLE 1990 REV TRUST

-- -- > >| [1/2]

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2023	02/14/2023	90,624	43,164	4,747	0	4,747
2022	03/15/2022	56,113	41,109	4,521	0	4,521
2021	03/19/2021	56,113	39,152	4,306	0	4,306
2020	03/10/2020	56,113	37,288	4,101	0	4,101
2019	04/02/2019	56,113	35,513	3,906	0	3,906

-- -- > >| [1/3]

Property Building Permit History

Keith Peoples & Charonna Kay Peoples

PO Box 373
Danville, IL 61834

(217) 597- 1361
keith.peoples12@gmail.com

May 2, 2023

Midwest City Planning Zoning Department

100 N Midwest Boulevard
Oklahoma City, OK 73110

Re: John Carroll's Re-zoning Request for 2117 N Randolph Avenue

Dear Sir or Madame,

We, Keith Peoples and Chavonna Kay Peoples, as the owners of the subject property located at 2117 N Randolph Avenue/Tax ID 156201400 hereby consent to Mr. John Carroll submitting a development/re-zoning application for the subject property.

The subject property's legal description is UNPLTD PT SEC 25 12N 2W 000 000 PT OF NW4 SEC 25 12N 2W BEG 1318.72FT E & 660FT S OF NW/C OF NW4 TH S TO RR R/W TH NWLY ALONG R/W 674.26FT N415.3FT E659.36FT TO BEG LESS E25FT. The nature of the proposed request is to change the zoning of a portion of the property to match the western third's R-MH-2 zoning.

Sincerely,

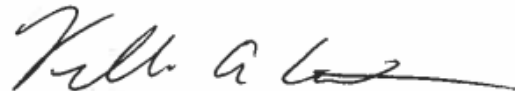


Keith Peoples & Charonna Kay Peoples

Owners

STATE OF ILLINOIS
COUNTY OF VERMILION

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON
THE 4th of MAY, 2023 BY KEITH D PEOPLES.



Keith Peoples & Charonna Kay Peoples

PO Box 373
Danville, IL 61834

(217) 597- 1361
keith.peoples12@gmail.com

May 2, 2023

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Sincerely,

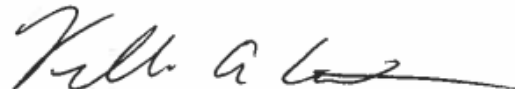


Keith Peoples & Charonna Kay Peoples

Owners

STATE OF ILLINOIS
COUNTY OF VERMILION

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON
THE 4th of MAY, 2023 BY KEITH D PEOPLES.



Conceptual Photos





1 **PC-2144**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE FROM R-6, SINGLE-FAMILY TO R-MH-2, MAN-**
5 **UFACTURED HOME PARK DISTRICT, 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 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

10 **ORDINANCE**

11 SECTION 1. That the zoning district of the following described property is hereby reclassified
12 from R-6, Single-Family to R-MH-2, Manufactured Home Park District subject to the conditions
13 contained in the PC-2144 file, and that the official Zoning District Map shall be amended to re-
14 flect the reclassification of the property’s zoning district as specified in this ordinance:

15 For the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-
16 Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Okla-
17 homa County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma
18 73110.

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

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

24 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
25 on the _____ day of _____, 2023.

26 THE CITY OF MIDWEST CITY, OKLA-
27 HOMA

28 _____
29 MATTHEW D. DUKES II, Mayor

30 ATTEST:

31 _____
32 SARA HANCOCK, City Clerk

33 APPROVED as to form and legality this _____ day of _____, 2023.

34 _____
35 DONALD MAISCH, City Attorney

2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM SFD, SINGLE-FAMILY DETACHED TO MH, MANUFACTURED HOME**
5 **FOR THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE CITY OF**
6 **MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
8 lowing described property identified, for future planning purposes, as SFD, Single-Family De-
9 tached:

10 For the property described as a part of the Northwest Quarter (NW ¼) of Section
11 Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian
12 Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Mid-
13 west City, Oklahoma 73110.

14 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
15 above referenced property from SFD, Single-Family Detached Residential to MH, Manufactured
16 Home.

17 **WHEREAS**, with the applicant’s request the change in future planning classification complies
18 with the City’s Comprehensive Plan.

19 **WHEREAS**, the applicant has met both state and local notification requirements.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,**
21 **OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

22 That the classification of above described property located in Midwest City, Oklahoma is hereby
23 changed from SFD, Single-Family Detached Residential to MH, Manufactured Home on the
24 Comprehensive Plan Map.

25 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
26 homa, on the _____ day of _____, 2023.

27 THE CITY OF MIDWEST CITY, OKLAHOMA

28 _____
29 MATTHEW D. DUKES II, Mayor

30 ATTEST:

31 _____
32 SARA HANCOCK, City Clerk

33 **APPROVED** as to form and legality this _____ day of _____, 2023.

34 _____
35 DONALD MAISCH, City Attorney

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023

Subject: (PC-2145) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development (“PUD”) governed by Medium Density Residential District (“R-MD”) to Community Commercial District (“C-3”); and consideration for a resolution to amend the Comprehensive Plan from Office/Retail (“OR”) to Commercial (“COM”), for the property described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING.

Executive Summary: Grubbs Consulting is requesting this amendment on behalf of owner for the stated purpose of accommodating a carwash. However, if approved, any allowable use classification within the Community Commercial District (“C-3”) would be permitted.

The applicant hired Traffic Engineering Consultants, Inc. to conduct a comparison of the traffic impacts between the originally proposed Glenhaven Residential Development and the revised Glenhaven Development. The study is attached to this case packet.

At the time of Planning Commission meeting, there had been one surrounding property owner in opposition to the proposed rezone citing the absence of a buffer between the residential and commercial areas being a potential problem and he was also fearful of an increase in traffic as result of the proposed amendment.

Property abutting a residential district must be screened and landscaped in accordance with Municipal Code.

There was discussion amongst the Commission regarding traffic impact on Reno and Glenhaven and the ingress and egress of the carwash.

The owner, applicant, owner’s legal representation, and traffic study consultant were present and addressed the Commission. Todd Butler of Traffic Engineering Consultants explained the traffic study to the Commission and audience.



Many residents from the Ridgecrest Neighborhood were in attendance in opposition to the proposed rezone. Six residents addressed Commission with concerns of location, traffic, water usage, and construction oversight.

Both state and local public notification requirements were met.

Planning Commission recommended approval of this item. Action is at the discretion of the Council.

Date of Pre-Development Meeting: May 9, 2023

Council Ward: Ward 4, Sean Reed

Owner: Bentwood Investments, LLC.

Applicant: Grubbs Consulting (on behalf of owner)

Proposed Use: Carwash

Area: The subject property has a frontage of 115 feet along E. Reno Avenue, and a depth of 172 feet, and contains an area of 24,017 square feet, more or less.

Development Proposed by Comprehensive Plan:

North:	Single-Family Detached Residential
South:	Office/Retail
East:	Office/Retail
West:	Office/Retail

Surrounding Zoning Districts:

North:	PUD governed by Medium Density Residential District (“R-MD”)
South:	C-3
East:	C-3
West:	C-3

Current Neighboring Land Uses:

North:	Vacant
South:	Residential
East:	Mark’s Pharmacy; Just me and the Kidz Daycare
West:	Vacant commercial building

Comprehensive Plan Citation: The future zoning land use for the subject lot is Office/Retail (“OR”).:

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

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

The proposed use is not supported by the Comprehensive Plan, therefore a resolution to the Comprehensive Plan must be approved.

Municipal Code Citation:

2.20. – C-3, Community Commercial District

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

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

Limited outdoor storage and limited open display, shall be permitted.

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

History:

1. (PC-2099) December 2021- Northern portion of subject property was included in rezone from Community Commercial District (“C-3”) to Planned Unit Development (“PUD”) governed by Medium Density Residential (“R-MD”).
2. (PC-2124) September 2022- Northern portion of subject property was rezoned back to Community Commercial District (“C-3”).
3. Planning Commission recommended approval of this item July 5, 2023.

Next Steps:

If Council approves this rezone, the subsequent preliminary plat application (PC-2145) can be heard, discussed, considered, with possible action to be taken.

Staff Comments-

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a six (6) inch line running along the east side of North Glenhaven Drive. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main adjacent to but not bordering the proposed parcel, an eight (8) inch line is approximately forty feet south from the southeast corner of the property. The existing sewer main previously located along the south side of the property is being abandoned. The area of request will be combined with the adjacent southern parcel and the newly formed lot will have sewer access along the southeast side of the new parcel. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from North Glenhaven Drive. North Glenhaven Drive is classified as a local road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Previous concerns have been raised about the development's impact on the intersection and the signal located there. The attached traffic study has been revised to evaluate the proposed car wash's impact on the traffic flow through the signal. The increases to the p.m. peak traffic flows are noted and the applicant has brought along the traffic engineering firm that created and revised the report to provide further clarity about the numbers.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

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

Fire Marshal's Comments:

- There are no fire code violations currently noted for the address listed
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in "Green Belt" per Midwest City Municipal Code Section 43-54.

Sanitary Sewer

- Sewer mains shall be installed in front easements.

Sanitation

- The property is required to meet and maintain Midwest City Ordinance No. 3427 (attached, pages 15-16) regarding trash dumpster(s) and enclosure before Certificate of Occupancy can be approved.

Stormwater

- No additional comments with this case.

Planning Division:

Staff met with the applicant May 9, 2023 for a Pre-Development meeting.

Per Municipal Code, because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Screening and landscaping requirements. Property abutting a residential district shall be screened and landscaped in accordance with all the provisions of 5.2 Screening and Landscaping.

If this application is approved, the applicant's subsequent preliminary plat application (PC-2146) can be heard and voted on by Council.

Use types permitted by right within the Community Commercial zoning district:

- 4.3.1. Public Service or Utility: Light
- 4.3.2. Public Service or Utility: Moderate
- 4.3.6. Low Impact Institutional: Neighborhood Related
- 4.3.9. Cultural Exhibits
- 4.3.10. Library Services and Community Centers
- 4.3.11. Community Recreation: Restricted
- 4.3.12. Community Recreation: General
- 4.3.13. Community Recreation: Property Owners' Association
- 4.4.1. Administrative and Professional Office
- 4.4.4. Alcoholic Beverage Retail Sales
- 4.4.6. Animals: Grooming and Sales
- 4.4.8. Animal Sales and Services: Kennels and Veterinary, General
- 4.4.15. Building Maintenance Services
- 4.4.16. Business Support Services
- 4.4.17. Child Care Center and Adult Day Care Center
- 4.4.18. Communication Services: Limited
- 4.4.20. Construction Sales and Services
- 4.4.21. Convenience Sales and Personal Services
- 4.4.23. Eating Establishments: Drive-In
- 4.4.24. Eating Establishments: Fast Foods
- 4.4.26. Eating Establishments: Sit-Down, Alcoholic Beverages not Permitted
- 4.4.29. Food and Beverage Retail Sales
- 4.4.34. Funeral and Internment Services: Undertaking
- 4.4.35. Gasoline Sales: General
- 4.4.37. Health Clubs
- 4.4.38. Laundry Services
- 4.4.40. Medical Services: Restricted
- 4.4.41. Medical Services: General
- 4.4.42. Participant Recreation and Entertainment: Indoor Permitted
- 4.4.45. Personal Services: Restricted
- 4.4.46. Personal Services: General
- 4.4.47. Personal Storage
- 4.4.48. Repair Services: Consumer
- 4.4.49. Research Services
- 4.4.50. Retail Sales and Services: General
- 4.4.53. Spectator Sports and Entertainment: Restricted
- 4.4.57. Tourist Accommodations: Lodging

- 4.4.58. Off-Street Parking: Accessory Parking
- 4.4.59. Off-Street Parking: Commercial Parking
- 4.5.8. Wholesaling, Storage and Distribution: Restricted
- 4.7.6. Horticulture

Action is at the discretion of the Council.

Action Required:

To approve or reject the ordinance to redistrict to Community Commercial District; and to approve or reject the resolution to amend the Comprehensive Plan to Commercial for the property noted herein, subject to staff comments as found in the July 25, 2023 agenda packet and made part of PC-2145 file.

Suggested Motion:

The Planning Commission recommends “Approving the ordinance to redistrict the subject property to the Community Commercial zoning district and resolution to amend the Comprehensive Plan to Commercial, subject to Staff Comments found in the July 25, 2023 City Council agenda packet and made a part of the PC-2145 file.”

Please feel free to contact my office at (405) 739-1223 with any questions.

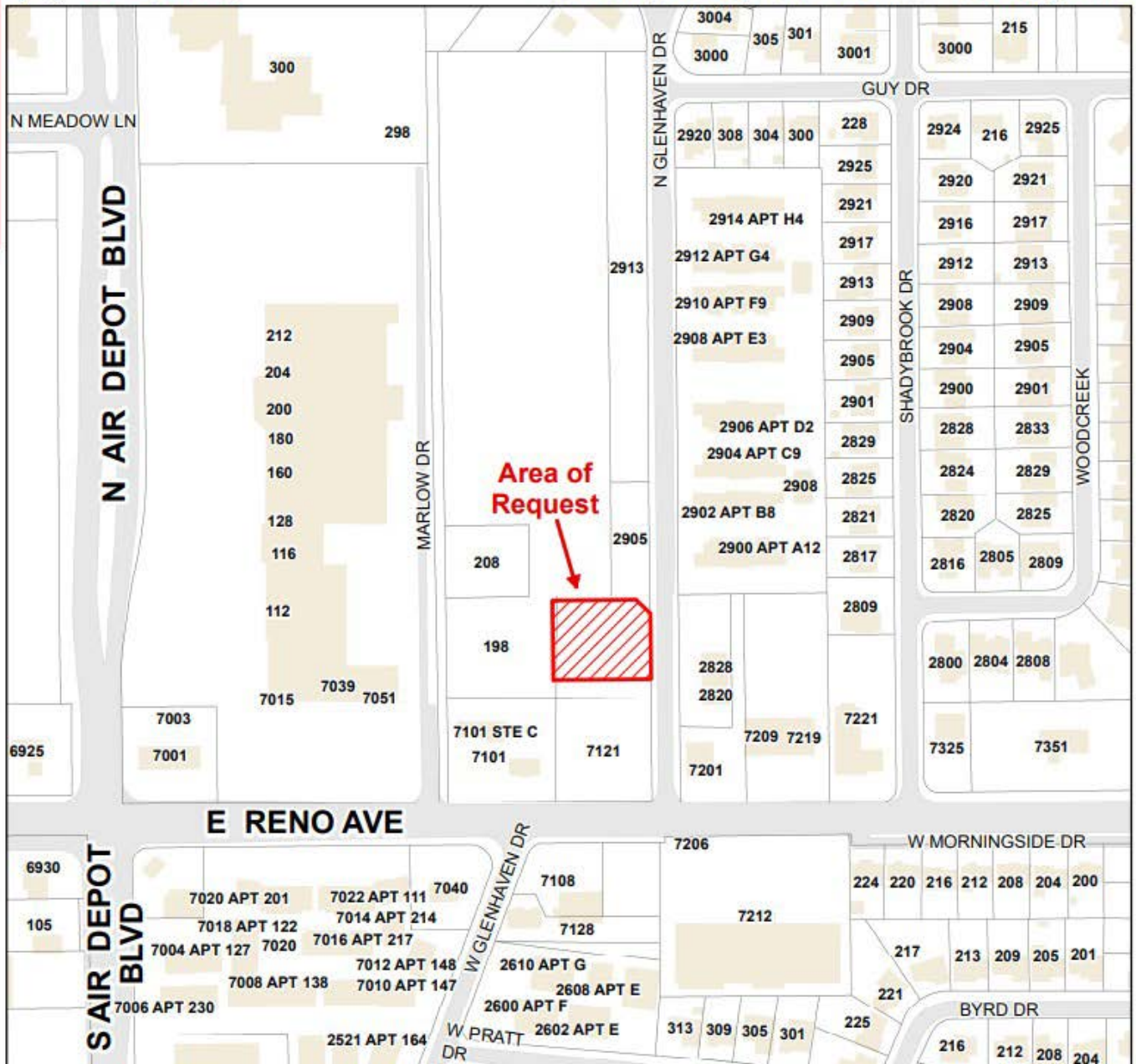


Emily Richey

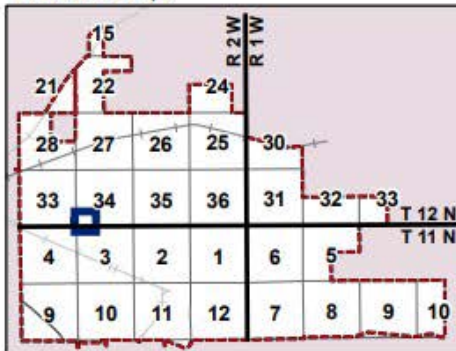
Current Planning Manager










Community Development / Information Technology - GIS



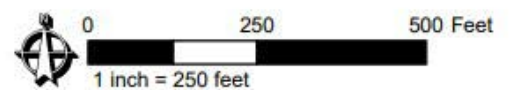
Locator Map



General Map Legend

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

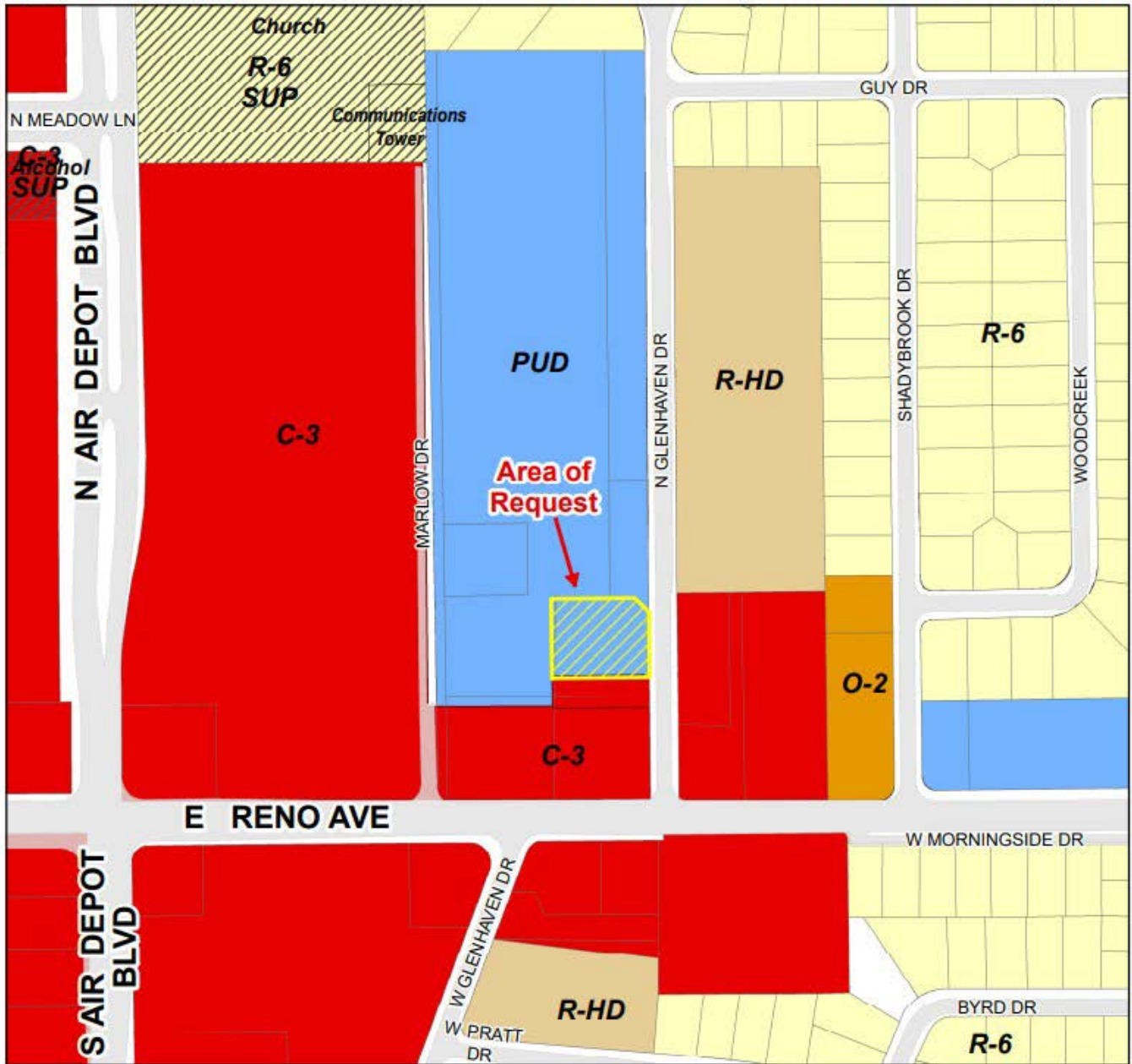
**GENERAL MAP FOR
PC-2145
(SW/4, Sec 34, T12N, R2W)**



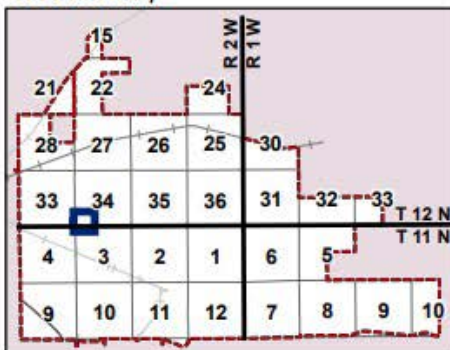
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Community Development / Information Technology - GIS



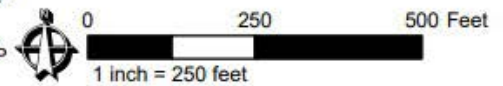
Locator Map



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

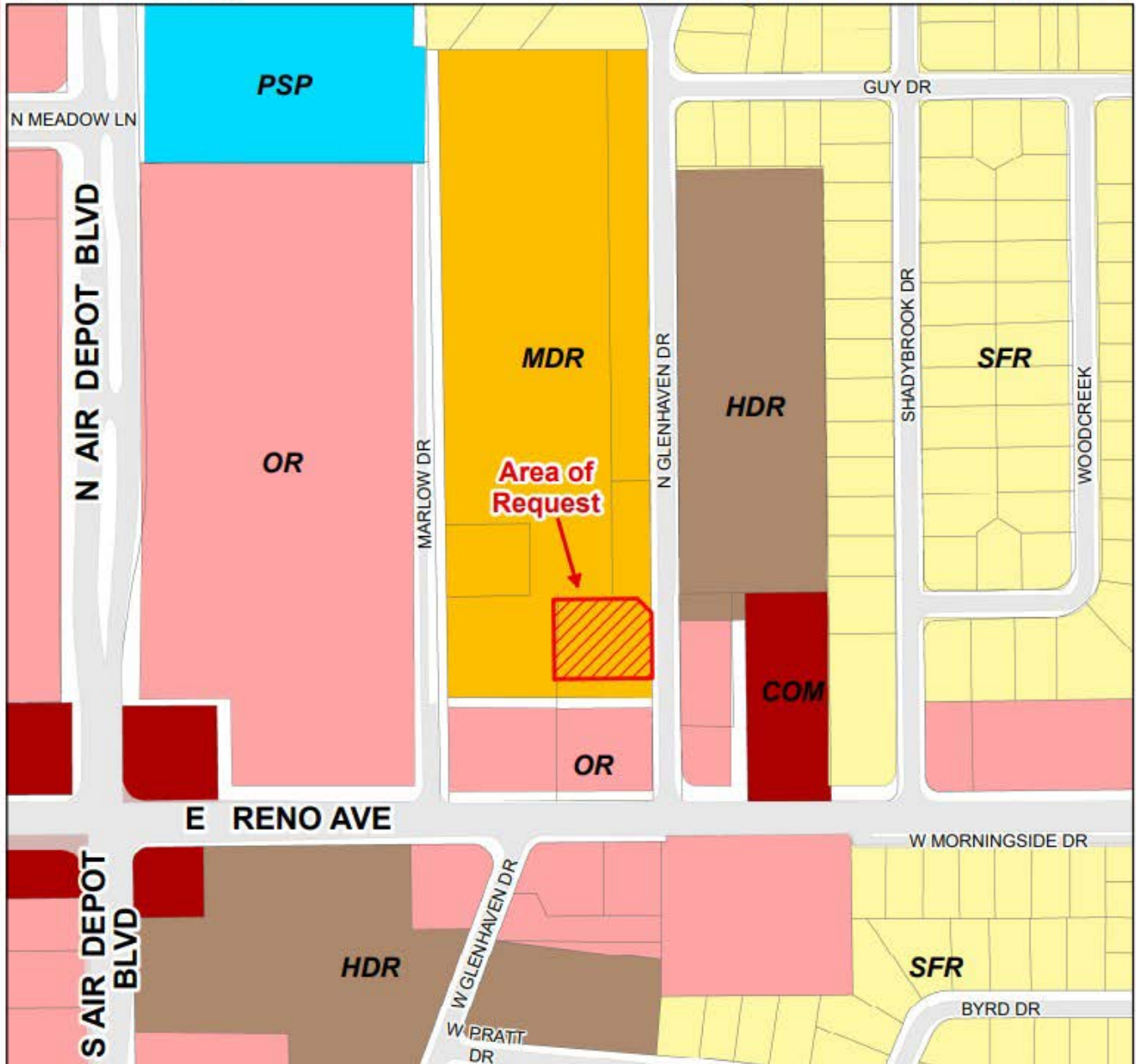
ZONING MAP FOR PC-2145 (SW/4, Sec 34, T12N, R2W)



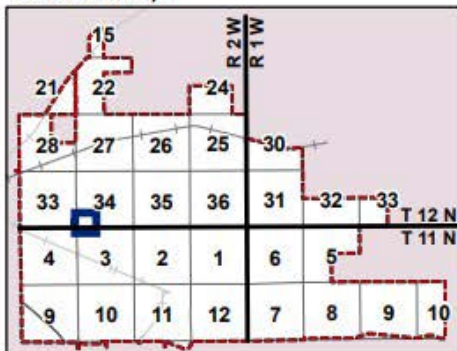
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Community Development / Information Technology - GIS



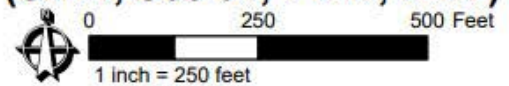
Locator Map



Future Land Use Legend

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

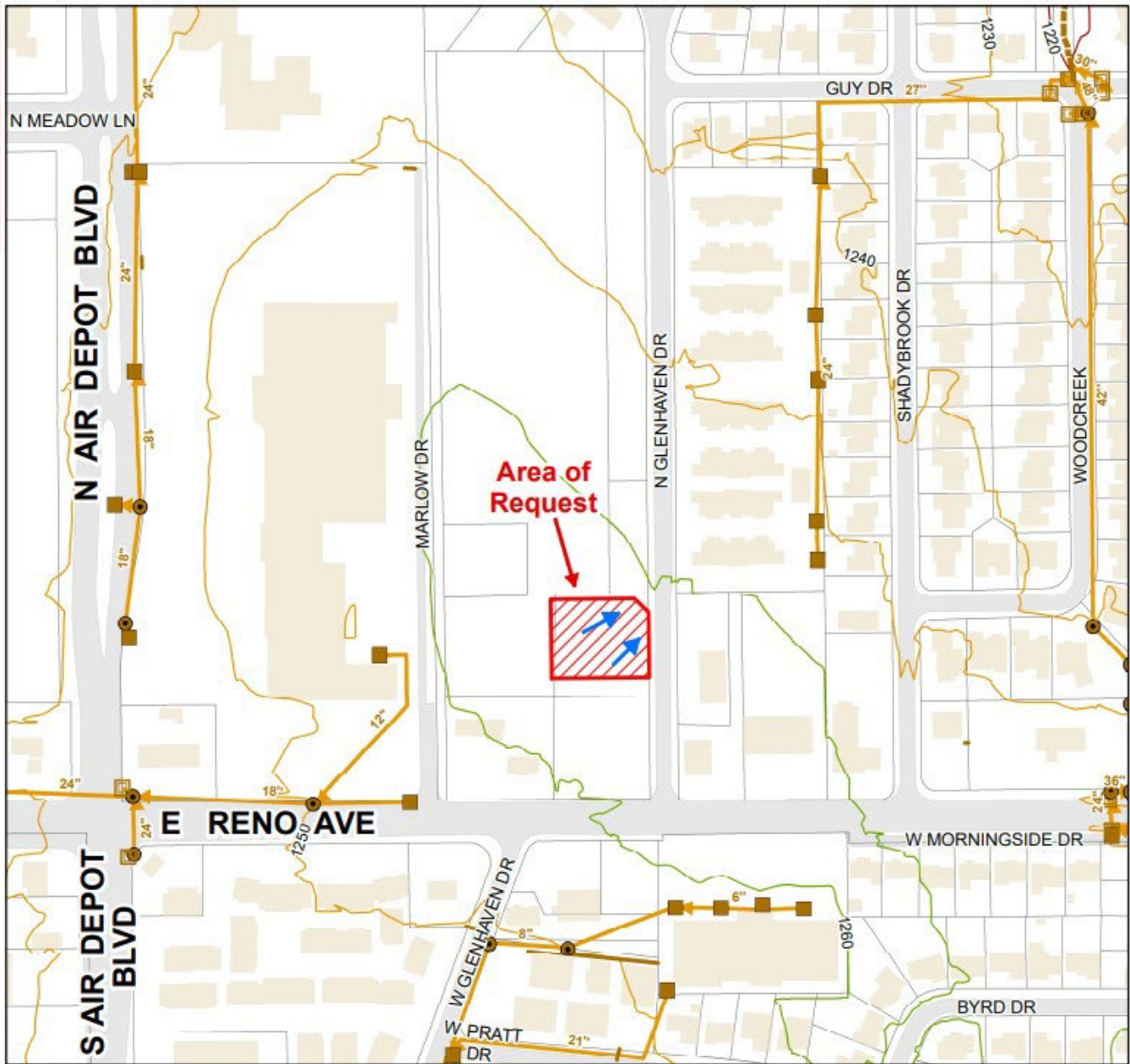
**FUTURE LAND USE
MAP FOR
PC-2145
(SW/4, Sec 34, T12N, R2W)**



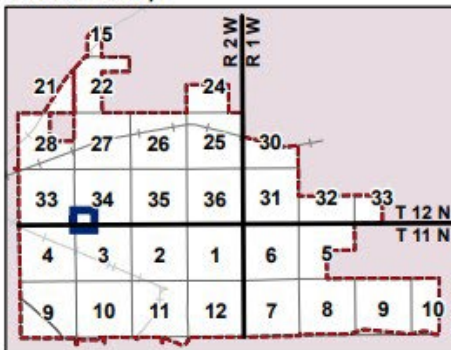
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Community Development / Information Technology - GIS



Locator Map



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

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

**DRAINAGE
 LOCATION MAP FOR
 PC-2145
 (SW/4, Sec 34, T12N, R2W)**

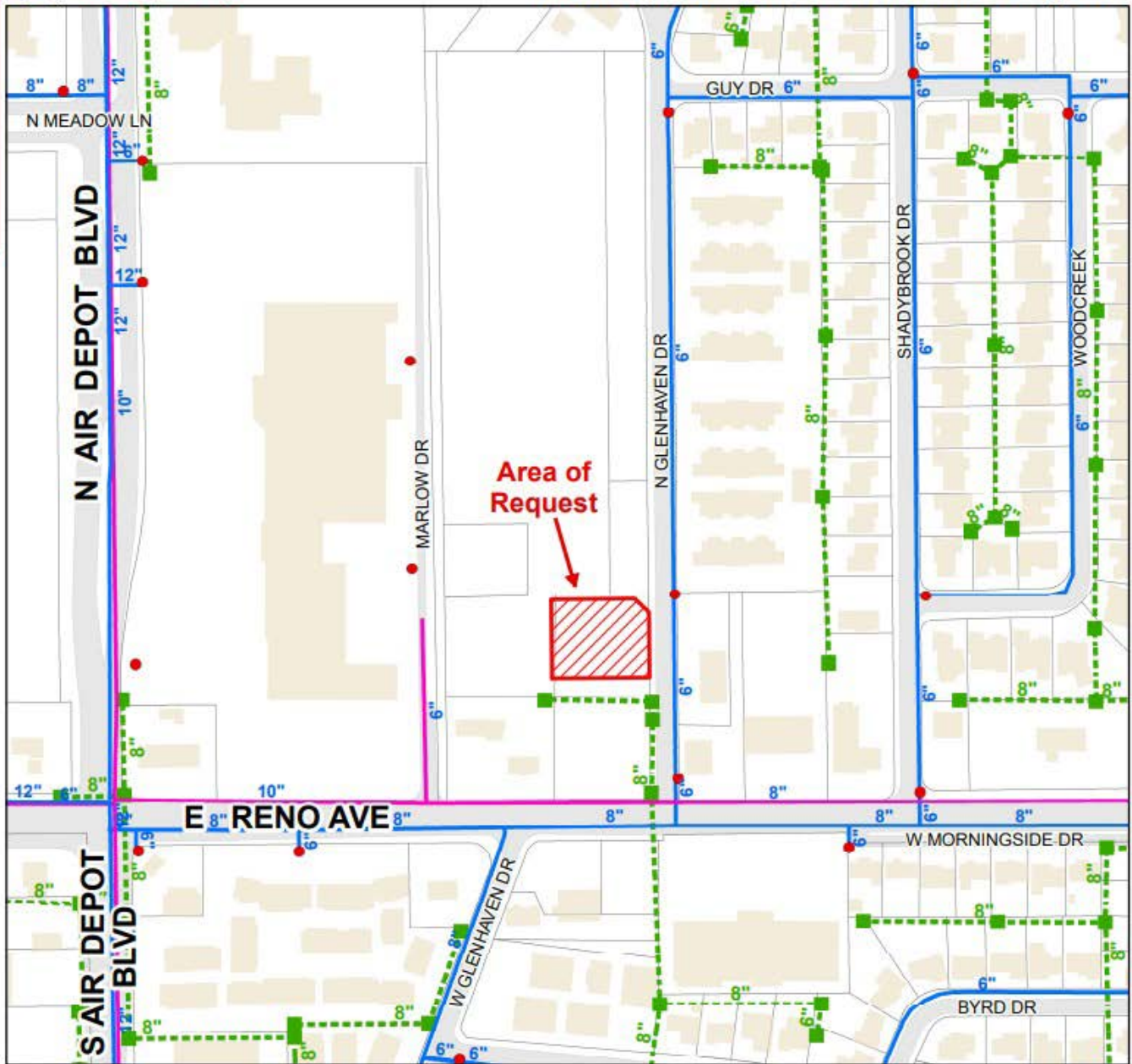
0 250 500 Feet

1 inch = 250 feet

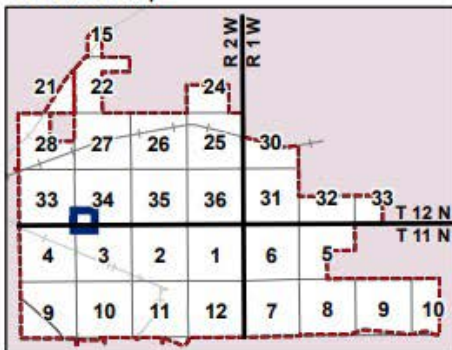
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Community Development / Information Technology - GIS



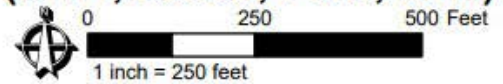
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
 LOCATION MAP FOR
 PC-2145
 (SW/4, Sec 34, T12N, R2W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Development Inquiry/Pre-Development Meeting Form

This Development Inquiry Form is intended to provide a written assessment of a proposed development for a particular parcel of land. This non-binding document is not a formal review or approval of any development proposal. The information is provided in order to inform the customer of development requirements and application process required by The City of Midwest City. A copy of this form will be given to the customer and the original will remain on file in the Community Development Office.

Date of Contact: 5/9/23

Staff Present: Emily Richey, Robert Coleman, Brandon Bundy, Patrick Menefee

Property Owner: Perkins Family, LLC

Developer/Applicant: Mark Grubbs; Grubbs Consulting, LLC

Contact number(s) for Applicant: 405-265-0641 ext. 101

Applicant's e-mail address: mark.grubbs@gc-okc.com

Land Use Information:

Site address or legal description: 7121 E. Reno (for proposed rezone)

Existing Zoning: PUD

Proposed Zoning: C-3

Existing Land Use: Vacant

Requested Future Land Use: Carwash

Water Location/Size: East/ 6" line

Sewer Location: _____



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Street Type: Local

Drainage Channels Present: Applicant proposed detention and drainage improvements.

Drainage Flow: _____

Drainage Improvements Present: No

Flood Plain Present: No

Zoning

Subdivision – Planning

- Minor Plat
- Preliminary Plat
- Final Plat
- Amending Plat
- Replat

Subdivision – Engineering

Water improvement requirements: Applicant plans to extend water to site.

Sewer improvement requirements: Extend to properties.

Street improvement requirements: Yes

Drainage/detention requirements: Yes

Floodplain requirements: No

Right-of-way/easement requirements: Yes



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Fire Department Requirements:

Fire Hydrant required: Shall comply w/ Sec 15-22 of MWC Ordinance

Additional Notes

*This Pre-Development meeting fulfills the requirement for the C-3 Rezone request as well as Preliminary Plat.

- The two applications can be submitted simultaneously. Applicant's choice if the easement vacation is submitted with the above mentioned applications or separately.

*Sewer relocation- determine if it's considered minor or major change for ODEQ.

*New easement will need to provide access to Reno.

*Staff recommended to exclude the proposed commercial tract from HOA covenants; applicant made the recommendation of having the parcels labeled by sections and can exclude that way (staff is good with the suggestion).

ORDINANCE NO. 3427

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE
MIDWEST CITY CODE, SECTION 5, SUPPLEMENTAL REGULATIONS, BY
AMENDING SUBSECTION 5.7.2., TRASH DUMPSTER(S) AND ENCLOSURE; AND
PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations, by amending Subsection 5.7.2., Trash Dumpster(s) Enclosure, to read as follows:

5.7.2. Trash Dumpster(s) and Enclosure

(A) *Dumpster Requirements*

- (1) All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City's Environmental Services Director in compliance with code.
- (2) All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall masonry walls.
- (3) Such enclosures shall have inside dimensions of no less than twelve (12) feet in width and fourteen (14) feet in length.
- (4) Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) -foot wide clear space when open.
- (5) A locking device shall be installed on the gates.
- (6) Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) *Dumpster Site Location.*

- (1) At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
 - a. Such location shall not occupy any designated parking space, dedicated right-of-way, easement and/or create any traffic sight hazard.
- (2) An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without the backing onto a public street.

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

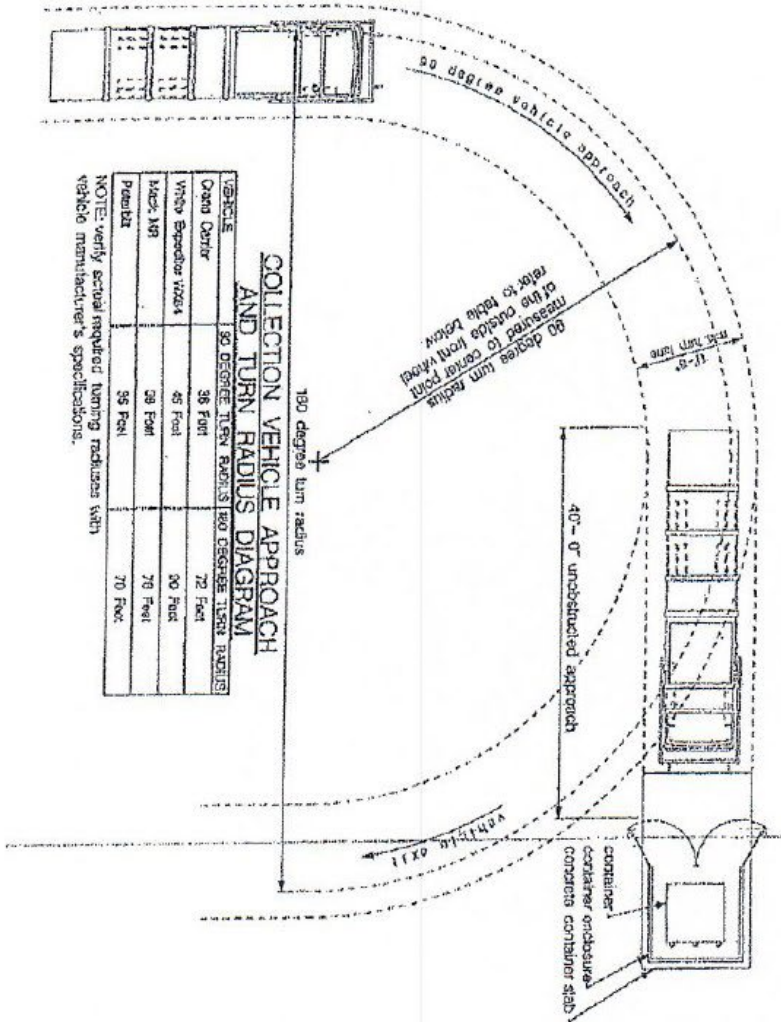
SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the 29 day of October, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA


MATTHEW D. DUKES II, Mayor

Front-Load Vehicle Access: Diagram



**COLLECTION VEHICLE APPROACH
 AND TURN RADIUS DIAGRAM**

VEHICLE	90 DEGREE TURN RADIUS	180 DEGREE TURN RADIUS
Class Driver	36 Feet	72 Feet
Vehicle Ejector w/2x4	45 Feet	90 Feet
Maxc-149	59 Feet	79 Feet
Prohibit	59 Feet	70 Feet

NOTE: verify actual required turning radiuses with vehicle manufacturer's specifications.

Turn Radius

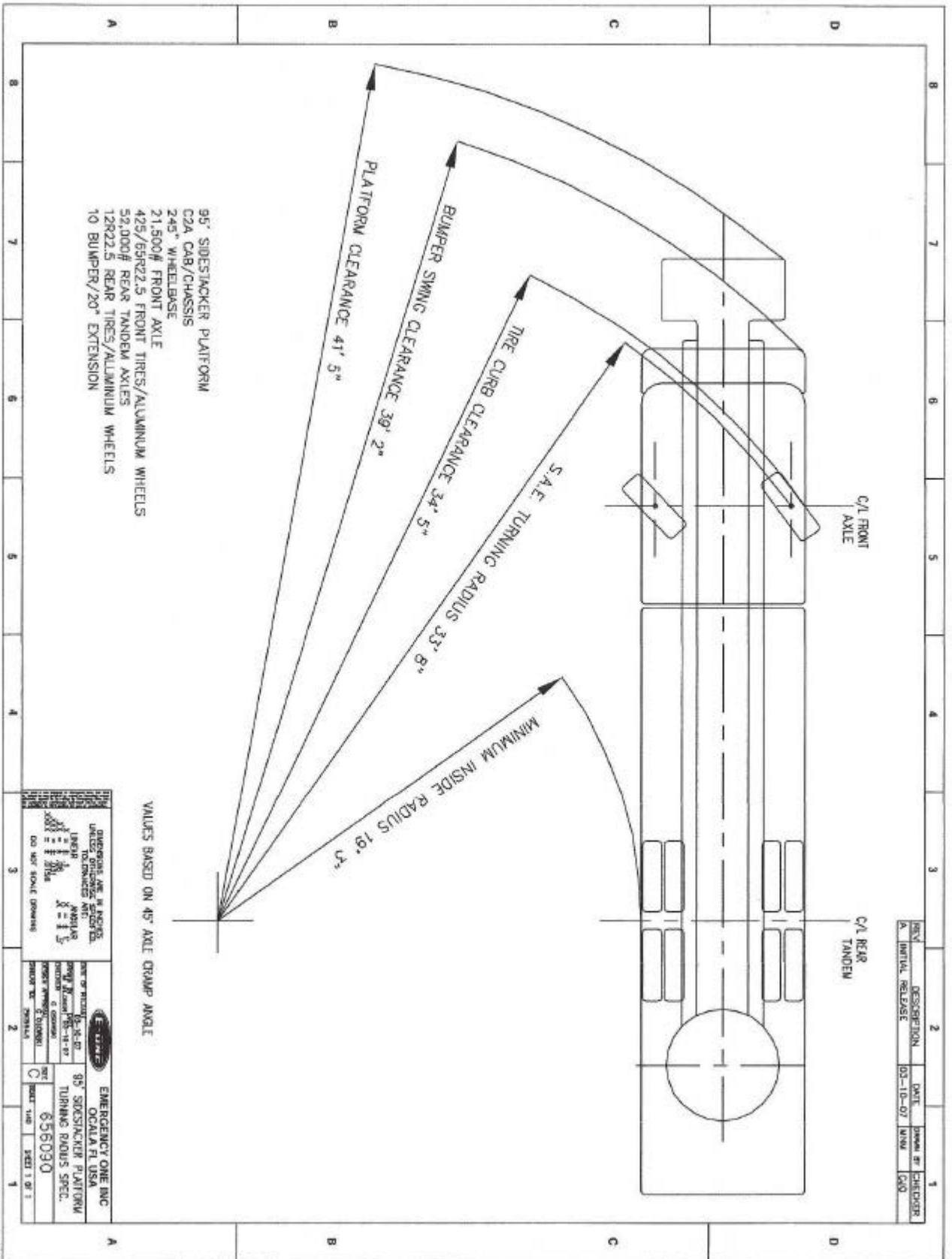
Page 1 of 1



142324

SAE Turning Radius Calculations for Quote No. 78405				
Wheelbase:	245"	Front Bumper Size:	10"	
Body Width:	100"	Front Bumper Extension:	20"	
Front Axle Kingpin Center:	70.66"	Front Wheel Type:	ALUMINUM	
Front Axle Track:	84.36"	Rear Wheel Type:	ALUMINUM	
Front Axle Tire Width:	16.2"	Tire Brand:	MICHELIN	
Dimension Over Rear Tires:	98.59"			
Body Front Overhang:	92"			
Inside Cramp Angle	S. A. E. Turning Radius	Tire Curb Clearance	Bumper Swing Clearance	Minimum Inside Radius
35	41.1'	41.8'	45.9'	28'
36	40.2'	40.9'	45'	26.9'
37	39.4'	40'	44.3'	25.9'
38	38.5'	39.2'	43.5'	25'
39	37.8'	38.5'	42.8'	24.1'
40	37'	37.7'	42.2'	23.2'
41	36.3'	37'	41.5'	22.3'
42	35.7'	36.4'	40.9'	21.5'
43	35'	35.7'	40.4'	20.7'
44	34.4'	35.1'	39.8'	20'
45	33.9'	34.5'	39.3'	19.3'
46	33.3'	34'	38.8'	18.6'
47	32.8'	33.5'	38.4'	17.9'
48	32.3'	33'	37.9'	17.2'
49	31.8'	32.5'	37.5'	16.6'
50	31.3'	32'	37.1'	16'
Nominal Cramp Angles:				
Meritor FL941 & FL943 axles: up to and including 425/65R22.5 tires			45 degrees	
Meritor FL941 & FL943 axles: 445/65R22.5 tires			38 degrees	
Dana I220W axle: up to and including 445/65R22.5 tires			42 degrees	
Reyco IFS: up to and including 385/65R22.5 tires			48 degrees	
Reyco IFS: 425/65R22.5 tires			45 degrees	
Reyco IFS: 445/65R22.5 tires without front intake			42 degrees	
Meritor Front Drive Axle: up to and including 425/65R22.5 tires			37 degrees	
Marmon Herrington Front Drive Axle: up to and including 425/65R22.5 tires			42 degrees	
This Turning Radius report reflects how the quote was configured. Any succeeding changes may slightly alter the turning radius of the vehicle and the data in this report.				

General By Model





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

REZONING APPLICATION

Property Information

Location/Address of Property: 2829 N. Glenhaven Dr.
Legal Description: see attached Exhibit A

Applicant Information

Name: Bentwood Investments, LLC	Company:	
Mailing Address: 3117 N. Sooner Rd., Suite 150		
City: Edmond, OK 73034	State:	Zip:
Phone:	Fax:	Email:

Owner Information

Name: same as above	Company:	
Mailing Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

It is requested that the above noted property be rezoned

From: PUD (PC-2099/R-MD)

To: C-3 Community Commercial

And it is further requested that the Comprehensive Plan be amended

From: N/A

To: _____

The subject property has a frontage of 115 ft and a depth of 172 ft., and contains an area of 24,017 sq. ft.

Applicant:

Commercial Tract Boundary – Legal Description

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of the SW/4 of said Section 34; Thence N 89°51'43" E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36'11" W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36'11" W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence N 89°23'49" E a distance of 147.92 feet; Thence S 45°36'11" E a distance of 35.36 feet; Thence S 00°36'11" E and a distance of 115.70 feet; Thence S 89°23'49" W a distance of 172.92 feet to the POINT OF BEGINNING.

Containing 24,017.91 Sq. Ft. or 0.551 Acres, more or less.

Legal Description prepared on May 5th, 2023 by Troy Dee, Registered Professional Land Surveyor No. 1745.

2022041401056973 B: 15123 P: 1805
04/14/2022 11:31:31 AM Pgs: 3
Fee: \$22.00 Doc Stamp: \$1012.50
David B. Hooten, County Clerk
Oklahoma County - State of Oklahoma



Return To:
Bentwood Investments, LLC
39004 West MacArthur, Suite 100
Shawnee, OK 74804

WARRANTY DEED
(OKLAHOMA STATUTORY FORM)

Doc Stamps: **825.00**

Filed/insured by: First American Title Insurance Company
File No.: **2695150-OK15 (MM)**

Tax ID#: **2535-15-040-7235**

That **Perkins Family, LLC, an Oklahoma limited liability company**, (the "Grantor"), in consideration of the sum of TEN & NO/100-----Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto **Bentwood Investments, LLC, an Oklahoma limited liability company**, (the "Grantee"), the following described real property and premises situated in **Oklahoma County, State of Oklahoma**, to wit:

TRACT I: A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, being more particularly described as follows: Beginning 898.5 feet east and 597 feet north of the southwest corner; Thence north 760 feet; Thence east 96.31 feet; Thence south 760 feet; Thence west 96.31 feet to the point of beginning. EXCEPT the east 25 feet thereof; AND

TRACT II: A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Beginning at a point 898.50 feet east and 397.00 feet north of the southwest corner of said Section 34; Thence north 200.00 feet; Thence east a distance of 96.31 feet; Thence south a distance of 200.00 feet; Thence west a distance of 96.31 feet to the point of beginning; AND

TRACT III: A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as beginning at a point 798.5 feet east and 197 feet north of the southwest corner of the SW/4; Thence north 200 feet; Thence east 171.31 feet; Thence south 200 feet; Thence west 171.31 feet to the point or place of beginning, according to the government survey thereof; AND

TRACT IV: The Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 577.5 feet east of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 1357 feet; Thence east and parallel with the south line of said SW/4 a distance of 321 feet; Thence south and parallel with the west line of said SW/4 a distance of 960 feet; Thence west and parallel with the south line of said SW/4 a distance of 100 feet; Thence south and parallel with the west line of said SW/4 a distance of 364 feet; Thence west and parallel with the south line of said SW/4 a distance of 221 feet to the point or place of beginning; LESS AND EXCEPT the following described property: Part of the Southwest Quarter (SW/4) of Section 34, Township 12 North, Range 2 West of the I.M., more particularly described as follows: Beginning at a point 577.5 feet east and 397 feet north of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 130 feet; Thence east and parallel with the south line of said SW/4 a distance of 170 feet; Thence south and parallel with the west line of said SW/4 a distance of 130 feet; Thence west and parallel with the south line of said SW/4 a distance of 170 feet to the point or place of beginning;

AND LESS AND EXCEPT

A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, more particularly described as follows to-wit: Beginning at a point on the South line of said SW/4 577 1/2 feet East of the Southwest corner thereof; Thence North and parallel to the West line of said SW/4 200 feet; Thence East and parallel to the South line of said quarter section 221 feet; Thence South and parallel to the West line of said SW/4 200 feet to the South line thereof; Thence West along said South line of said quarter section 221 feet to the Point of Beginning; AND

TRACT V: Part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 577.5 feet east and 397 feet north of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 130 feet; Thence east and parallel with the south line of said SW/4 a distance of 170 feet; Thence south and parallel with the west line of said SW/4 a distance of 130 feet; Thence west and parallel with the south line of said SW/4 a distance of 170 feet to the point or place of beginning.

TRACT VI: A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, according to the government survey thereof, and more particularly described as follows, to-wit: Beginning at a point on the south line of said SW/4 798.5 feet east of the southwest corner of said SW/4; Thence north parallel to the west line of said SW/4 a distance of 197 feet; Thence east parallel to the south line of said SW/4 a distance of 171.31 feet; Thence south a distance of 197 feet; Thence west along the south line of said SW/4 a distance of 171.31 feet to the point or place of beginning.

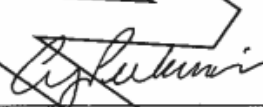
Property Address: **PT SW4 34-12N-2W, Midwest City, OK**

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto the Grantee, and to the heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this **April 13, 2022**.

Perkins Family, LLC, an Oklahoma limited liability company

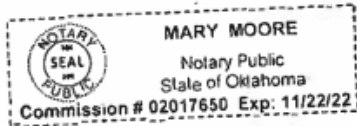
By: 
Name: Cy Perkins
Title: Manager



2022041401056973 B: 15123 P: 1807 04/14/2022 11:31 AM Page 3 of 3

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.
ACKNOWLEDGMENT - OKLAHOMA FORM

This instrument was acknowledged before me on April 13, 2022, by ~~Cy Perkins~~ as Manager of Perkins Family, LLC an Oklahoma limited liability company.



NOTARY PUBLIC

My Commission Expires:

Mail Tax Statements To:
First National Bank
2911 S. Air Depot
Midwest City, OK 73140-1600

UNOFFICIAL

CERTIFICATE

The undersigned bonded abstractor in and for Oklahoma County, Oklahoma, does hereby certify that attached as Exhibit "B" hereto is a list of owners and their addresses of property adjoining within 300 feet of the land described on Exhibit "A" attached hereto according to the records maintained in the Office of the County Treasurer of Oklahoma County, Oklahoma.

Executed at Oklahoma City, Oklahoma this 4th day of May, 2023.

AMERICAN EAGLE TITLE INSURANCE COMPANY


JESSICA LOUK
ABSTRACT MANAGER

State of Oklahoma)
) ss.
County of Oklahoma)

This instrument was acknowledged before me on May 11, 2023, by Jessica Louk, Abstract Manager.



NOTARY PUBLIC

My commission expires:
Order No.: 2305-0051-20





June 7, 2023

TO: Mark C. Grubbs, P.E.
Grubbs Consulting, LLC
FROM: Todd E. Butler, P.E., PTOE
SUBJECT: Glenhaven Development
Traffic Impact Review
LOCATION: Reno Avenue and Glenhaven Drive,
Midwest City, Oklahoma



INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained to conduct a traffic impact review on the revised Glenhaven Residential Development. The proposed development is located north of Reno Avenue, along the west side of Glenhaven Drive in Midwest City, Oklahoma. The comparison of the original and revised developments are indicated in **Figure 1** in **Attachment A**.

The proposed residential development as presented to the City in January 2022 was proposed to include 14 single family residential lots and 62 duplex units. Access to the residential development was proposed via two full-access driveways on Glenhaven Drive. The revised development is now proposed to include a total of 12 single family residential lots, 58 duplex units, and a car wash to be located on the northwest corner of the intersection of Glenhaven Drive and Reno Avenue. Access to the residential lots is proposed to remain along Glenhaven Drive as originally proposed. Access to the car wash is proposed to be provided via a single driveway along Glenhaven Drive and a single driveway along Reno Avenue. The access to Reno Avenue is proposed to be located as currently provided to that commercial lot.

The residential portion of the development remains on the same area as originally proposed with the exception of the elimination of two duplex lots and two single family residential lots in the southeast corner of the development. The residential lots that have been removed, and the added commercial lot on the northwest corner of the intersection of Glenhaven Drive and Reno Avenue are to be used for the car wash location.

Glenhaven Drive is a two-lane north/south collector street with a posted speed limit of 25 mph and has an approximate average daily traffic (ADT) of 1,300 vehicles per day (vpd). Glenhaven Drive intersects with Reno Avenue south of the development site and Crest Foods store south of Reno Avenue. Reno Avenue is a four-lane arterial with a posted speed limit of 35 mph and has an approximate average daily traffic (ADT) of 20,500 vpd. The intersection of Reno Avenue and Glenhaven Drive is currently signalized with dedicated eastbound and westbound left-turn lanes.



June 7, 2023

TRAFFIC DATA

Traffic data included in the previous traffic review was utilized to conduct the comparison of the impacts between the original development and the revised development. Existing turning movement traffic volume data was collected at the intersection of Reno Avenue and Glenhaven Drive in January 2022. The raw traffic volume data, included in **Attachment B** was used to develop the 2030 future background traffic by applying an average annual growth rate (AGR) of 1%. The AGR was determined by reviewing the available historical traffic data at locations east and west of Glenhaven Drive along Reno Avenue.

SITE GENERATED TRAFFIC

To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types. Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Single-Family Detached Housing and Single-Family Attached Housing* land use categories were selected as the most applicable to determine the trip generation of the proposed development. The resulting traffic volumes projected to be generated by the originally proposed development and the revised development are indicated in **Table 1**.

The original development was expected to generate 557 vehicle trips per day with 42 trips occurring during the a.m. peak hour and 51 trips occurring during the p.m. peak hour. Since no total daily or a.m. peak hour trip rate information is currently available for the automated car wash land use, the p.m. peak hour traffic data will be used to conduct the comparison. The projected p.m. peak hour traffic volume for the revised development is 124 trips.

FUTURE TRAFFIC

The traffic expected to be generated by the original and revised development were distributed among the eastbound and westbound movements at the intersection of Reno Avenue and Glenhaven Drive and added to the 2030 future background traffic. The 2030 future total traffic was used to conduct the traffic impact review comparison. The traffic data is summarized in **Figure 2**.



June 7, 2023

TABLE 1
PROJECTED SITE GENERATED TRAFFIC VOLUMES
ORIGINAL Glenhaven Residential Development

Area	Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trip Ends			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Volume (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Volume (vph)	
				Per Day	Per Peak Hour of Adjacent Street Traffic		IN	OUT	IN	OUT	IN	OUT	IN	OUT
					One Hour Between 7am & 9am	One Hour Between 4pm & 6pm								
Single Family Lots	Trip Rate ¹ Single-Family Detached Housing	210	(Dwelling Units) 14	11.81	0.89	1.12	0.26	0.74	3	9	0.63	0.37	11	6
Duplex Units	Trip Rate ² Single-Family Attached Housing	215	(Dwelling Units) 62	7.20	0.48	0.57	0.31	0.69	9	21	0.57	0.43	20	15
TOTAL				611	42	51			12	31			31	21

¹ Trip Rates from "TRIP GENERATION MANUAL", 11th Ed., Institute of Transportation Engineers.

REVISED Glenhaven Residential Development

Area	Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trip Ends			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Volume (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Volume (vph)	
				Per Day	Per Peak Hour of Adjacent Street Traffic		IN	OUT	IN	OUT	IN	OUT	IN	OUT
					One Hour Between 7am & 9am	One Hour Between 4pm & 6pm								
Single Family Lots	Trip Rate ¹ Single-Family Detached Housing	210	(Dwelling Units) 12	11.86	0.90	1.12	0.26	0.74	3	8	0.63	0.37	9	5
Duplex Units	Trip Rate ² Single-Family Attached Housing	215	(Dwelling Units) 58	7.20	0.48	0.57	0.31	0.69	9	19	0.57	0.43	18	14
Car Wash	Trip Rate ¹ Automated Car Wash	948	(Tunnel) 1	N.A	N.A	77.50	N.A	N.A	0	0	0.50	0.50	39	39
TOTAL				—	—	124			—	—			66	58

¹ Trip Rates from "TRIP GENERATION MANUAL", 11th Ed., Institute of Transportation Engineers.

CAPACITY ANALYSIS

The capacity analyses were conducted using *Synchro 11*, which is a software package for modeling and optimizing traffic signal timings at signalized intersections and analyzing unsignalized intersections in accordance with the methodology of the latest edition of the *Highway Capacity Manual*. The *Highway Capacity Manual* is published by the Transportation Research Board of the National Research Council, Washington, D.C. The information has been widely accepted throughout the U.S. as a guide for defining and solving transportation challenges. The information is approved and distributed by the U.S. Department of Transportation, Federal Highway Administration. The average control delay for signalized



June 7, 2023

intersections is estimated for each lane group and aggregated for each approach and for the intersection as a whole. The level-of-service for this type of traffic control is directly related to the control delay value. The criteria for stop controlled or unsignalized intersections have different threshold values than do those for signalized intersections. A higher level of control delay has been determined to be acceptable at a signalized intersection for the same level-of-service. The level-of-service criteria are summarized in Table 2. An overall intersection level-of-service "D" or better is considered acceptable for the intersection operations.

TABLE 2
Level-of-Service Criteria

Level of Service	Average Delay (seconds/vehicle)		Traffic Condition
	Unsignalized	Signalized	
A	≤10	≤10	Free Flow
B	> 10 - 15	> 10 - 20	Stable Flow (slight delays)
C	> 15 - 25	> 20 - 35	Stable Flow (acceptable delays)
D	> 25 - 35	> 35 - 55	Approaching Unstable Flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	> 35 - 50	> 55 - 80	Unstable Flow (intolerable delay)
F	> 50	> 80	Forced Flow (congested and queues fail to clear)

The capacity analysis comparison was conducted for the p.m. peak hour at the intersection of Reno Avenue and Glenhaven Drive under the 2030 future traffic conditions. The 2030 future total traffic conditions included the new development traffic. All analyses were conducted utilizing the existing street and traffic signal conditions for the intersection. The results of the capacity analysis comparison conducted is summarized in Table 3 and the raw analysis data sheets have been included in Attachment C.

TABLE 3.
CAPACITY ANALYSIS SUMMARY

Intersection	Type of Traffic Control	PM Peak Hour				
		Critical Approach			Intersection	
		Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
2030 Future Total Traffic (Background Traffic + Original Development Site Traffic)						
Reno Ave and Glenhaven Dr	Signalized	EB	45.7	D	38.0	D
2030 Future Total Traffic (Background Traffic + REVISED Development Site Traffic)						
Reno Ave and Glenhaven Dr	Signalized	EB	46.7	D	39.5	D



June 7, 2023

SUMMARY

Traffic Engineering Consultants, Inc. (TEC) was retained to conduct a comparison of the traffic impacts between the originally proposed Glenhaven Residential Development and the revised Glenhaven development. The development is proposed to be located north of Reno Avenue, along the west side of Glenhaven Drive in Midwest City, Oklahoma. The original residential development was proposed to include 13 single family residential lots and 56 duplex units. The revised development, to be located in the same area is proposed to include 41 single family residential lots, no duplex units, and an automated car wash. The traffic impact review provides a comparison of the traffic operations between the original development and the revised development.

The results of the intersection capacity analyses conducted indicate that the revised development is expected to have a relatively minor increase in the overall delay of the intersection of Glenhaven Drive and Reno Avenue of less than 2 seconds. The resultant delay is expected to remain acceptable at a level-of-service "D". Due to the low amount of traffic projected to be generated by the new development, no appreciable differences in the operations of the intersection are expected to occur. The current level-of-service of the intersection is expected to be maintained after the completion of the development.

Should you have any question or require additional information regarding these findings, please contact me.

ATTACHMENT A

FIGURES

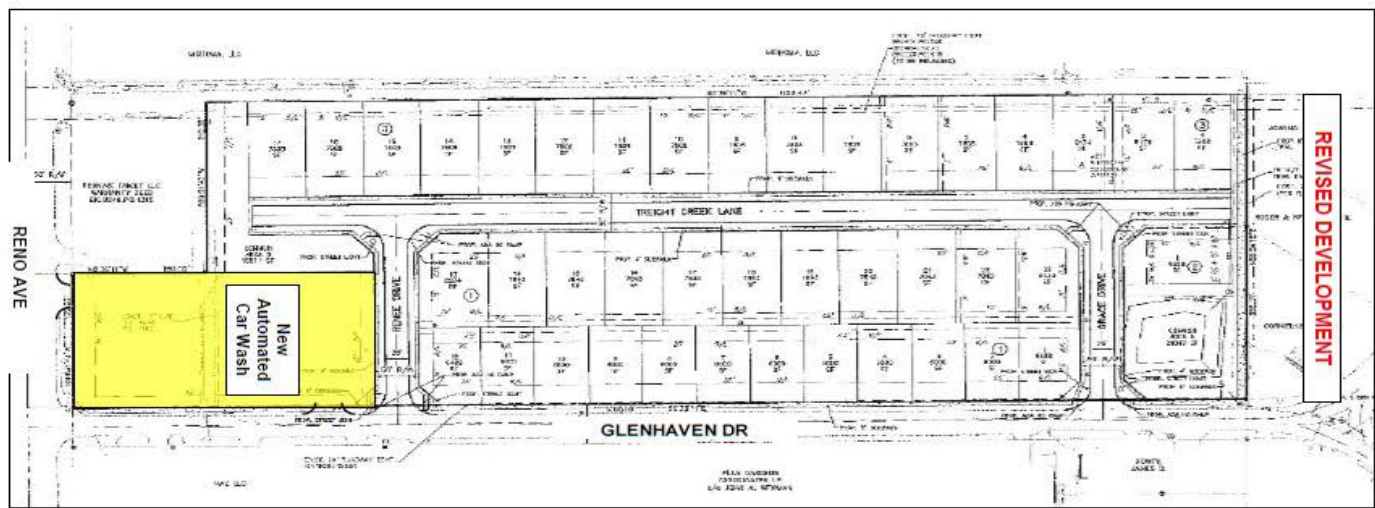
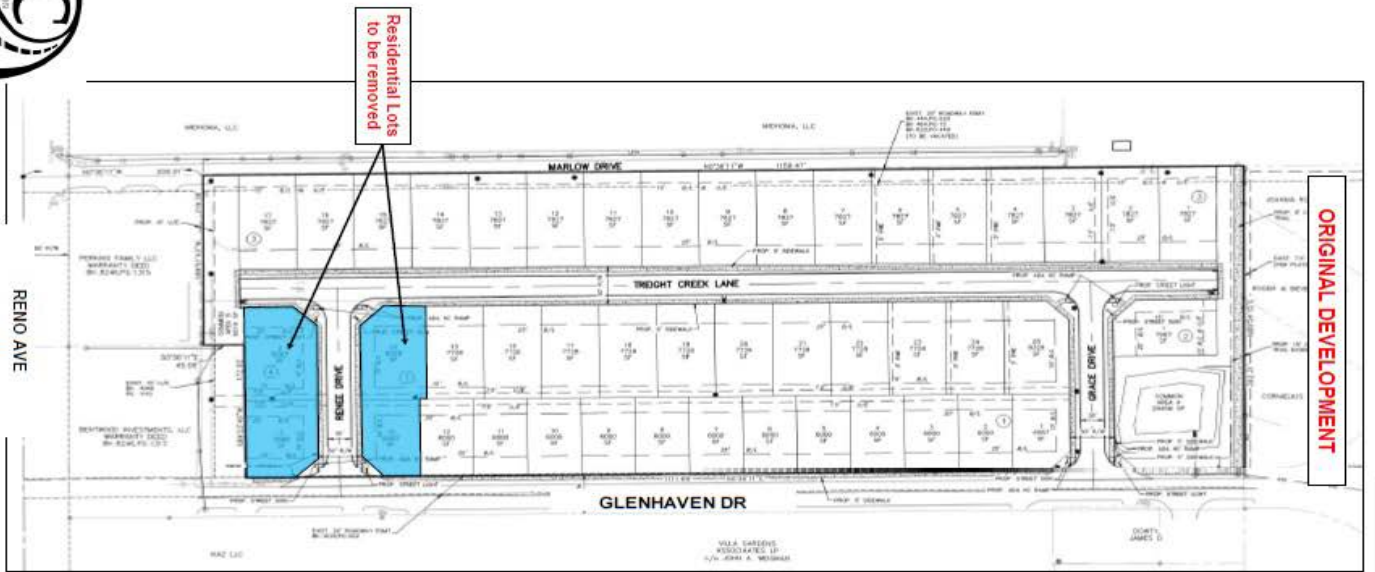
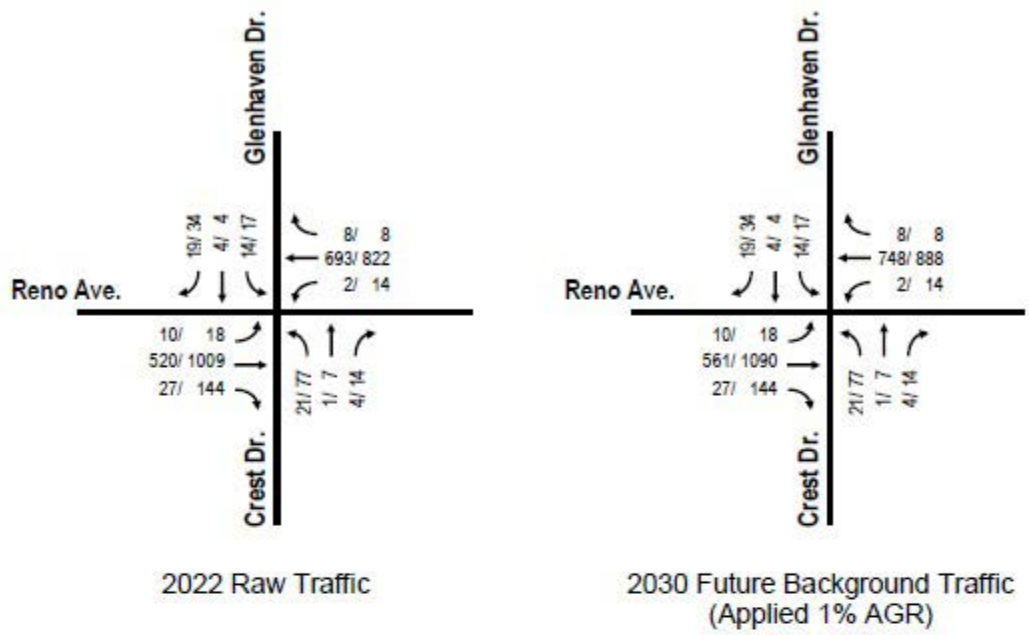


FIGURE 1. Development Plan Comparison

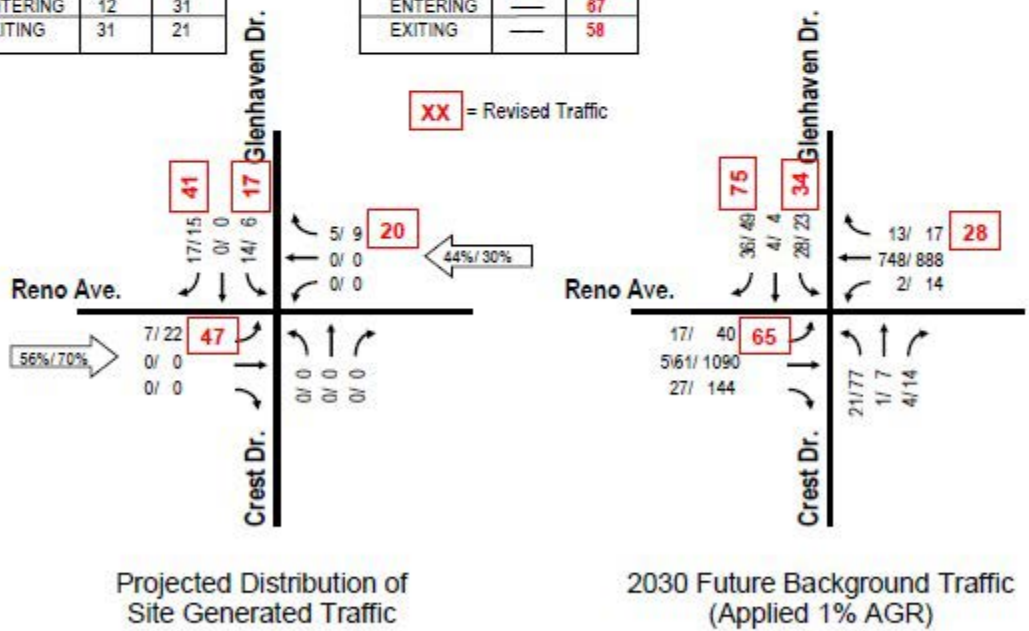




PROJECTED SITE GENERATED TRAFFIC ORIGINAL DEVELOPMENT		
	A.M.	P.M.
ENTERING	12	31
EXITING	31	21

PROJECTED SITE GENERATED TRAFFIC REVISED DEVELOPMENT		
	A.M.	P.M.
ENTERING	—	87
EXITING	—	58

XX = Revised Traffic



LEGEND	
XXXX/XXX	P.M. PEAK HOUR A.M. PEAK HOUR
XXX%/XX%	PEAK HOUR % DIST.

FIGURE 2. Traffic Data



ATTACHMENT B

TRAFFIC DATA



Reno Ave. & Glenhaven Dr. - TMC
 Mon Jan 10, 2022
 Full Length (2 PM-2 PM (+1))
 All Classes (Trucks, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 914536, Location: 35.464092, -97.402912

Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction Time	North Southbound					East Westbound					South Northbound					West Eastbound				
	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App
2022-01-10 2:00PM	4	0	2	0	6	4	140	4	0	156	1	0	8	0	9	25	172	3	0	200
2:15PM	5	1	3	0	9	3	165	2	0	170	5	1	13	0	19	15	175	4	0	194
2:30PM	5	0	4	0	9	1	153	1	0	155	5	1	12	0	18	19	197	3	0	219
2:45PM	2	0	1	0	3	2	180	0	0	182	3	0	7	0	30	21	193	3	0	217
Hourly Total	16	1	10	0	27	10	646	7	0	663	14	2	40	0	56	80	737	13	0	830
3:00PM	2	1	3	0	6	4	185	2	0	191	3	3	15	0	21	22	201	2	0	225
3:15PM	2	1	6	0	9	4	218	1	0	223	3	0	16	0	19	22	219	3	1	245
3:30PM	5	0	4	0	9	3	227	2	0	232	1	2	20	0	23	24	214	5	0	243
3:45PM	8	1	1	0	10	6	224	3	0	233	2	1	10	0	13	34	221	6	0	261
Hourly Total	17	3	14	0	34	17	854	8	0	879	9	6	61	0	76	102	855	16	1	974
4:00PM	8	1	6	0	15	1	177	1	0	179	3	1	12	0	16	29	194	4	0	227
4:15PM	7	0	7	0	14	2	184	2	0	188	3	2	14	0	19	29	229	3	0	261
4:30PM	8	1	3	0	12	0	199	6	0	205	3	1	16	0	20	27	252	2	0	281
4:45PM	13	2	5	0	20	5	227	3	0	235	5	2	15	0	22	37	259	5	0	301
Hourly Total	36	4	21	0	61	8	787	12	0	807	14	6	57	0	77	122	934	14	0	1070
5:00PM	5	1	8	0	14	0	195	3	0	198	2	3	27	0	32	37	247	6	0	290
5:15PM	8	0	1	0	9	3	201	2	0	206	4	1	19	0	24	43	251	5	0	289
5:30PM	10	1	6	0	17	1	189	2	0	192	6	4	16	0	26	28	239	1	0	267
5:45PM	2	0	3	0	5	4	179	2	0	185	2	2	21	0	25	41	222	8	0	271
Hourly Total	25	2	18	0	45	8	754	9	0	781	14	10	83	0	107	149	959	20	0	1127
6:00PM	5	1	2	0	8	5	153	2	0	160	2	0	23	0	25	26	207	3	0	226
6:15PM	3	1	1	0	5	3	141	3	0	147	4	2	10	0	16	29	178	3	0	210
6:30PM	1	0	0	0	1	2	129	3	0	134	1	0	16	0	17	22	137	1	0	160
6:45PM	4	1	2	0	7	2	117	0	0	119	1	1	15	0	17	23	129	2	0	154
Hourly Total	13	3	5	0	21	12	540	8	0	569	8	3	64	0	75	100	651	9	0	760
7:00PM	2	0	0	0	2	1	114	3	0	118	0	1	7	0	8	20	111	0	0	131
7:15PM	1	0	4	0	5	0	100	1	0	101	0	0	4	0	4	13	120	0	0	133
7:30PM	2	0	0	0	2	4	94	1	0	99	1	1	8	0	10	18	109	1	0	128
7:45PM	1	0	1	0	2	0	89	1	0	90	2	0	6	0	8	15	114	2	0	131
Hourly Total	6	0	5	0	11	5	397	6	0	408	3	2	25	0	30	66	454	3	0	523
8:00PM	0	1	0	0	1	1	79	0	0	80	0	0	9	0	9	7	78	2	0	87
8:15PM	4	0	0	0	4	0	67	1	0	68	0	1	7	0	8	16	67	3	0	86
8:30PM	1	2	1	0	4	2	54	0	0	56	1	0	2	0	3	8	70	0	0	78
8:45PM	1	2	1	0	4	2	59	0	0	61	0	0	8	0	8	7	71	0	0	78
Hourly Total	6	5	2	0	13	5	229	1	0	265	1	1	26	0	28	38	295	5	0	329
9:00PM	0	0	0	0	0	2	46	1	0	49	2	1	3	0	6	12	70	1	0	83
9:15PM	0	1	0	0	1	0	47	0	0	47	0	2	6	0	8	8	52	0	0	60
9:30PM	4	0	0	0	4	2	52	0	0	54	0	0	2	0	2	7	43	4	0	54

Leg Direction Time	North Southbound					East Westbound					South Northbound					West Eastbound				
	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App
9:45PM	0	0	0	0	0	2	40	2	0	44	2	1	6	0	9	8	38	4	0	50
Hourly Total	4	1	0	0	5	6	185	3	0	194	4	4	17	0	25	35	203	9	0	247
10:00PM	0	0	1	0	1	1	37	0	0	38	1	0	8	0	9	6	31	1	0	38
10:15PM	1	0	0	0	1	1	34	0	0	35	0	0	2	0	2	2	43	1	0	46
10:30PM	2	0	0	0	2	2	33	1	0	36	0	0	2	0	2	3	22	1	0	26
10:45PM	2	0	0	0	2	0	16	1	0	17	0	0	3	0	3	7	28	1	0	36
Hourly Total	5	0	1	0	6	4	120	2	0	126	1	0	15	0	16	18	124	4	0	146
11:00PM	3	0	0	0	3	0	32	0	0	32	0	0	4	0	4	11	31	0	0	42
11:15PM	1	1	0	0	2	0	31	0	0	31	1	0	2	0	3	1	26	1	0	28
11:30PM	0	0	0	0	0	1	17	0	0	18	0	0	3	0	3	6	31	1	0	38
11:45PM	1	0	0	0	1	0	25	0	0	25	0	0	3	0	3	4	24	1	0	29
Hourly Total	5	1	0	0	6	1	105	0	0	106	1	0	12	0	13	22	112	3	0	137
2022-01-11 12:00AM	1	0	0	0	1	0	13	1	0	14	1	0	4	0	5	3	15	2	0	20
12:15AM	0	0	0	0	0	0	10	0	0	10	0	0	2	0	2	6	14	0	0	20
12:30AM	0	0	0	0	0	0	18	0	0	18	1	0	4	0	5	2	18	0	0	20
12:45AM	0	0	0	0	0	0	11	1	0	12	0	0	0	0	0	1	6	1	0	8
Hourly Total	1	0	0	0	1	0	52	2	0	54	2	0	10	0	12	12	53	3	0	68
1:00AM	1	0	0	0	1	0	3	0	0	3	0	0	1	0	1	2	3	0	0	5
1:15AM	0	0	0	0	0	1	8	0	0	9	0	0	0	0	0	1	9	0	0	10
1:30AM	0	0	0	0	0	1	3	0	0	4	0	0	1	0	1	2	8	0	0	10
1:45AM	2	1	0	0	3	0	4	1	0	5	0	0	2	0	2	3	7	0	0	10
Hourly Total	3	1	0	0	4	2	18	1	0	21	0	0	4	0	4	8	27	0	0	35
2:00AM	1	0	0	0	1	1	4	0	0	5	1	0	1	0	2	2	8	0	0	10
2:15AM	0	0	0	0	0	0	8	0	0	8	0	0	1	0	1	0	5	0	0	5
2:30AM	0	1	0	0	1	0	10	0	0	10	0	0	0	0	0	1	6	1	0	8
2:45AM	0	0	0	0	0	0	4	0	0	4	0	0	1	0	1	0	6	0	0	6
Hourly Total	1	1	0	0	2	1	26	0	0	27	1	0	3	0	4	3	25	1	0	29
3:00AM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	1	1	1	0	3
3:15AM	1	0	0	0	1	0	6	0	0	6	0	0	0	0	0	3	3	0	0	6
3:30AM	0	0	0	0	0	1	7	1	0	9	1	0	0	0	1	3	3	0	0	6
3:45AM	0	0	0	0	0	0	9	1	0	10	0	0	1	0	1	2	7	1	0	10
Hourly Total	1	0	0	0	1	1	24	2	0	27	1	0	1	0	2	9	14	2	0	25
4:00AM	0	1	0	0	1	0	9	0	0	9	0	0	2	0	2	3	8	1	0	12
4:15AM	2	0	0	0	2	0	22	0	0	22	0	1	0	0	1	4	8	0	0	12
4:30AM	2	0	0	0	2	0	15	0	0	15	0	0	3	0	3	0	11	0	0	11
4:45AM	1	0	1	0	2	0	22	0	0	22	0	0	0	0	0	2	12	0	0	14
Hourly Total	5	1	1	0	7	0	68	0	0	68	0	1	5	0	6	9	39	1	0	49
5:00AM	2	0	0	0	2	0	35	0	0	35	0	0	2	0	2	0	17	0	0	17
5:15AM	3	0	1	0	4	0	33	0	0	33	1	2	1	0	3	3	22	0	0	25
5:30AM	0	0	1	0	1	0	54	0	0	54	0	0	1	0	1	2	29	0	0	31
5:45AM	1	0	0	0	1	0	47	0	0	47	0	0	2	0	2	11	37	0	0	48
Hourly Total	6	0	2	0	8	0	169	0	0	169	1	2	5	0	8	16	105	0	0	121
6:00AM	5	0	0	0	5	2	75	0	0	77	0	0	2	0	2	1	51	0	0	52
6:15AM	2	0	0	0	2	0	90	0	0	90	1	0	2	0	3	2	38	1	0	41
6:30AM	3	0	1	0	4	0	102	0	0	102	0	0	0	0	0	6	73	0	0	79

Leg Direction	Northbound					Eastbound					Southbound					Westbound					
	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	Int
6:45AM	6	0	0	0	6	1	87	2	0	90	1	1	2	0	4	5	72	2	0	79	179
Hourly Total	16	0	1	0	17	3	354	2	0	359	2	1	6	0	9	14	234	3	0	251	626
7:00AM	4	0	3	0	7	0	145	0	0	145	1	0	2	0	3	6	80	2	0	88	243
7:15AM	6	1	3	0	10	3	180	1	0	184	0	0	2	0	2	6	97	0	0	103	289
7:30AM	1	0	5	0	6	0	190	1	0	191	1	1	3	0	5	4	113	1	0	118	320
7:45AM	10	1	1	0	12	2	182	1	0	185	0	0	4	0	4	8	143	4	0	155	356
Hourly Total	21	2	12	0	35	5	697	3	0	705	2	1	11	0	14	24	433	7	0	464	1218
8:00AM	3	1	5	0	9	2	149	0	0	151	2	0	8	0	10	6	128	1	0	135	305
8:15AM	5	2	3	0	10	4	172	0	0	176	1	0	6	0	7	9	136	4	0	149	342
8:30AM	7	0	0	0	7	0	155	0	0	155	5	0	6	0	11	8	130	2	0	140	313
8:45AM	11	0	2	0	13	1	130	0	0	131	0	0	6	0	7	7	125	2	0	134	285
Hourly Total	26	3	10	0	39	7	606	0	0	613	8	1	26	0	35	30	519	9	0	558	1245
9:00AM	6	0	2	0	8	2	151	0	0	153	1	0	2	0	3	9	89	2	0	100	264
9:15AM	3	1	3	0	7	1	134	0	0	135	2	0	5	0	7	13	100	3	0	116	265
9:30AM	4	0	5	0	9	3	137	1	0	141	1	0	10	0	11	15	126	2	0	143	304
9:45AM	5	0	3	0	8	4	144	2	0	150	0	0	7	0	7	6	125	3	0	134	299
Hourly Total	18	1	13	0	32	10	566	3	0	579	4	0	24	0	28	43	440	10	0	463	1132
10:00AM	11	1	2	0	14	0	118	2	0	120	2	0	4	0	6	10	107	3	0	120	290
10:15AM	3	0	1	0	4	2	119	0	0	121	0	0	4	0	4	18	122	1	0	141	270
10:30AM	6	1	1	0	8	2	125	1	0	128	3	0	9	0	12	14	130	2	0	146	294
10:45AM	1	1	1	0	3	1	147	0	0	148	3	0	5	0	8	10	141	1	0	152	311
Hourly Total	21	3	5	0	29	5	509	3	0	517	8	0	22	0	30	52	500	7	0	559	1135
11:00AM	3	0	4	0	7	2	166	2	0	170	2	0	7	0	9	14	127	3	0	144	330
11:15AM	6	0	0	0	6	3	179	0	0	182	2	1	7	0	10	16	158	1	0	175	373
11:30AM	3	0	2	0	5	3	146	1	0	150	1	1	7	0	9	20	146	6	0	172	326
11:45AM	4	1	0	0	5	4	145	1	0	150	3	1	13	0	17	18	154	1	0	173	345
Hourly Total	16	1	6	0	23	12	636	4	0	652	8	3	34	0	45	60	585	11	0	664	1384
12:00PM	5	2	4	0	11	2	183	0	0	185	2	1	10	0	13	15	145	2	0	162	371
12:15PM	6	2	0	0	8	4	148	1	0	153	1	1	13	0	15	7	164	6	0	177	353
12:30PM	4	0	3	0	7	3	161	2	0	166	3	0	8	0	11	13	154	3	1	171	355
12:45PM	10	0	3	0	13	1	163	0	0	164	1	0	7	0	8	23	199	2	0	224	409
Hourly Total	25	4	10	0	39	10	655	3	0	668	7	2	38	0	47	58	662	13	1	734	1488
1:00PM	3	0	2	0	5	5	152	1	0	158	2	0	12	0	14	13	167	4	0	184	361
1:15PM	6	0	1	0	7	3	160	1	0	164	1	0	6	0	7	24	157	1	0	182	360
1:30PM	6	0	3	0	9	0	159	3	0	162	1	0	12	0	13	17	163	3	0	183	367
1:45PM	4	1	0	0	5	2	172	1	0	175	0	1	8	0	9	16	176	3	0	195	384
Hourly Total	19	1	6	0	26	10	643	6	0	659	4	1	38	0	43	70	663	11	0	744	1472
Total	312	38	142	0	492	142	9690	85	0	9907	117	46	627	0	790	1148	9613	174	2	10937	22126
% Approach	63.4%	7.7%	28.9%	0%	-	14.8%	97.7%	0.9%	0%	-	14.8%	5.8%	79.4%	0%	-	10.5%	87.9%	1.6%	0%	0%	-
% Total	1.4%	0.2%	0.6%	0%	2.2%	0.6%	43.7%	0.4%	0%	44.8%	0.5%	0.2%	2.8%	0%	3.6%	5.2%	43.4%	0.8%	0%	49.4%	-
Lightes	308	38	142	0	488	138	9544	81	0	9763	113	46	619	0	778	1139	9473	170	1	10783	21812
% Lightes	98.7%	100%	100%	0%	99.2%	97.2%	98.8%	95.3%	0%	98.5%	94.6%	100%	98.7%	0%	98.5%	99.2%	98.5%	97.7%	50.0%	98.0%	98.6%
Arched Tracks	1	0	0	0	1	0	26	2	0	28	2	0	2	0	4	3	18	1	1	23	56
% Arched Tracks	0.3%	0%	0%	0%	0.2%	0%	0.3%	2.4%	0%	0.3%	1.7%	0%	0.3%	0%	0.5%	0.3%	0.2%	0.6%	50.0%	0.2%	0.3%
Buses and Single-Unit Trucks	3	0	0	0	3	4	110	2	0	116	2	0	6	0	8	6	122	3	0	131	239

Leg Direction Time	North Southbound				East Westbound				South Northbound				West Eastbound								
	R	T	L	U	R	T	L	U	R	T	L	U	R	T	L	U					
% Buses and Single-Unit Trucks	1.0%	0%	0%	0%	0.6%	2.8%	1.1%	2.4%	0%	1.2%	1.7%	0%	1.0%	0%	1.0%	0.5%	1.3%	1.7%	0%	1.2%	1.2%

*L: Left, R: Right, T: Thru, U: U-Turn

Reno Ave. & Glenhaven Dr. - TMC

Mon Jan 10, 2022

Full Length (2 PM-2 PM (+1))

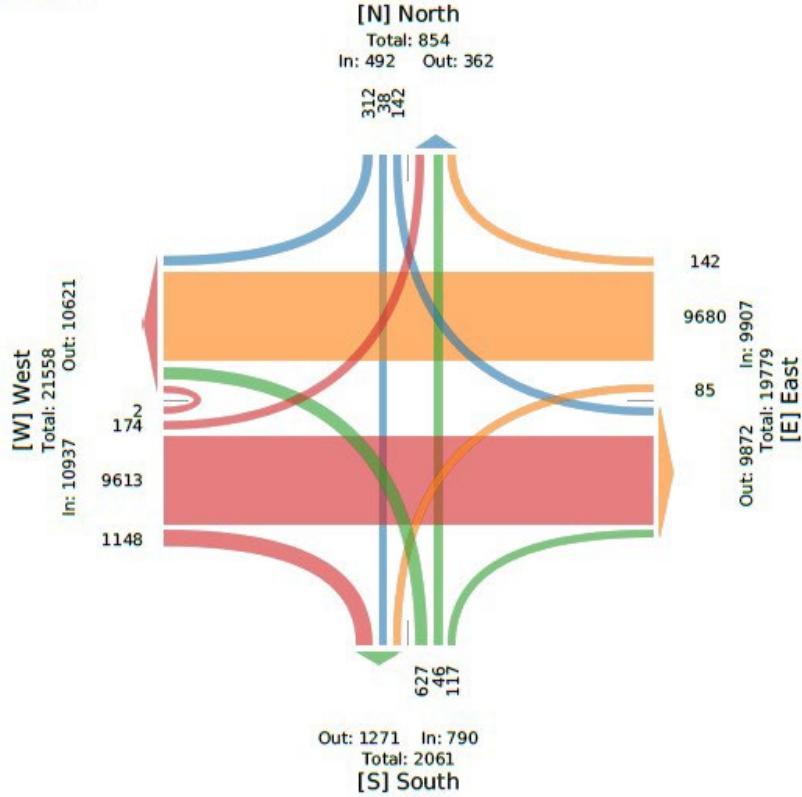
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 914536, Location: 35.464092, -97.402912



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Westem Ave, Suite 300, Oklahoma City, OK, 73139, US



Reno Ave. & Glenhaven Dr. - TMC

Mon Jan 10, 2022

PM Peak (Jan 10 2022 4:30PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 914536, Location: 35.464092, -97.402912

6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



Provided by: Traffic Engineering Consultants, Inc.

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					
	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	tk
Time	2022-01-10 4:30PM																				
4:45PM	8	1	3	0	12	0	199	6	0	205	3	1	16	0	20	27	252	2	0	281	518
5:00PM	13	2	5	0	20	5	227	3	0	235	5	2	15	0	22	37	259	5	0	301	578
5:15PM	5	1	8	0	14	0	195	3	0	198	2	3	27	0	32	37	247	6	0	290	534
Total	34	4	17	0	55	8	822	14	0	844	14	7	77	0	98	144	1009	18	0	1171	2168
% Approach	61.8%	7.3%	30.9%	0%	-	0.9%	97.4%	1.7%	0%	-	14.3%	7.1%	78.6%	0%	-	12.3%	85.2%	1.5%	0%	-	-
% Total	1.6%	0.2%	0.8%	0%	2.5%	0.4%	37.9%	0.6%	0%	38.9%	0.6%	0.3%	3.6%	0%	4.5%	6.6%	46.5%	0.8%	0%	54.0%	-
PIEF	0.654	0.500	0.531	-	0.688	0.490	0.905	0.583	-	0.698	0.700	0.583	0.713	-	0.756	0.837	0.974	0.750	-	0.973	0.938
Lights	34	4	17	0	55	8	816	14	0	838	14	7	77	0	98	144	1006	18	0	1168	2159
% Articulated Trucks	100%	100%	100%	0%	100%	100%	99.3%	100%	0%	99.3%	100%	100%	100%	0%	100%	100%	99.7%	100%	0%	99.7%	99.6%
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.1%	0%	0%	0.1%	0%
% Base and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0.7%	0%	0%	0.7%	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.2%	0.4%

* L: Left, R: Right, T: Thru, U: U-Turn

Reno Ave. & Glenhaven Dr. - TMC

Mon Jan 10, 2022

PM Peak (Jan 10 2022 4:30PM - 5:30 PM) - Overall Peak Hour

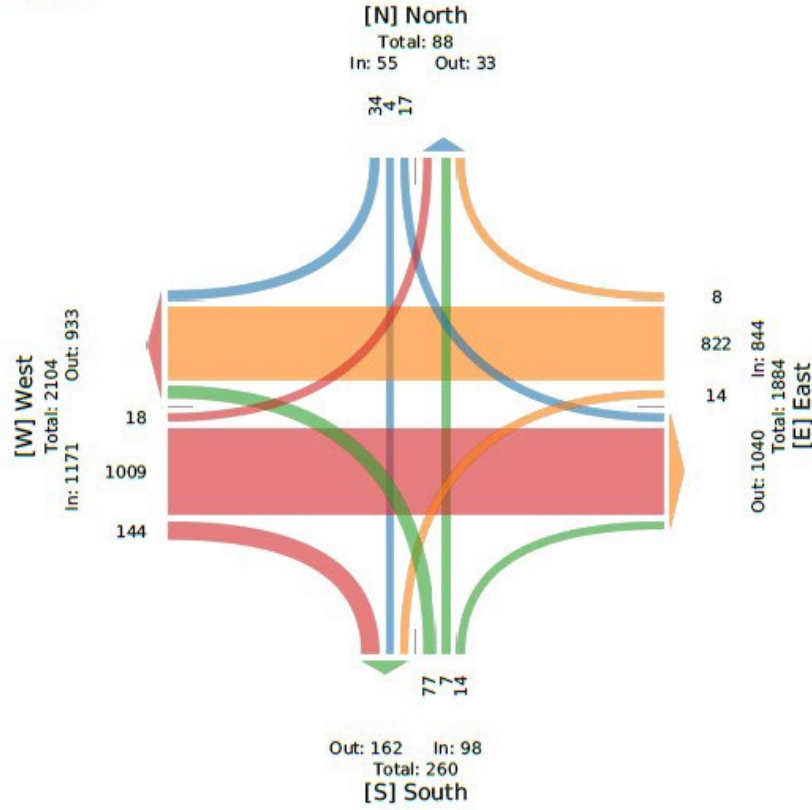
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 914536, Location: 35.464092, -97.402912



Provided by: Traffic Engineering Consultants, Inc.
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Reno Ave. & Glenhaven Dr. - TMC
 Tue Jan 11, 2022
 AM Peak (Jan 11 2022 7:30AM - 8:30 AM)
 All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
 All Movements
 ID: 914536, Location: 35.464092, -97.402912

Provided by: Traffic Engineering Consultants, Inc.
 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					App Int
	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	
Time	2022-01-11 7:30AM																				
	1	0	5	0	6	0	190	1	0	191	1	1	3	0	5	4	113	1	0	118	320
7:45AM	10	1	1	0	12	2	182	1	0	185	0	0	4	0	4	8	143	4	0	155	356
8:00AM	3	1	5	0	9	2	149	0	0	151	2	0	8	0	10	6	128	1	0	135	306
8:15AM	5	2	3	0	10	4	172	0	0	176	1	0	6	0	7	9	136	4	0	149	342
Total	19	4	14	0	37	8	693	2	0	793	4	1	21	0	26	27	520	10	0	557	1323
% Approach	51.4%	10.8%	37.8%	0%	-	1.1%	98.6%	0.3%	0%	-	15.4%	3.8%	80.8%	0%	-	4.8%	93.4%	1.8%	0%	-	-
% Total	1.4%	0.3%	1.1%	0%	2.8%	0.6%	52.4%	0.2%	0%	53.1%	0.3%	0.1%	1.6%	0%	2.0%	2.0%	30.3%	0.8%	0%	42.1%	-
PHF	0.475	0.500	0.200	-	0.771	0.500	0.912	0.500	-	0.920	0.500	0.250	0.656	-	0.650	0.750	0.909	0.625	-	0.898	0.929
Lights	19	4	14	0	37	8	693	1	0	693	3	1	19	0	23	27	504	10	0	541	1290
% Lights	100%	100%	100%	0%	100%	100%	98.1%	50.0%	0%	98.0%	75.0%	100%	90.5%	0%	88.5%	100%	96.9%	100%	0%	97.1%	97.5%
Articulated Trucks	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.1%	0%	0%	0.1%	0%	0%	4.8%	0%	3.8%	0%	0%	0%	0%	0%	0.2%
Buses and Single-Unit Trucks	0	0	0	0	0	0	12	1	0	13	1	0	1	0	2	0	16	0	0	16	31
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	1.7%	50.0%	0%	1.8%	25.0%	0%	4.8%	0%	7.7%	0%	3.1%	0%	0%	2.9%	2.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Reno Ave. & Glenhaven Dr. - TMC

Tue Jan 11, 2022

AM Peak (Jan 11 2022 7:30AM - 8:30 AM)

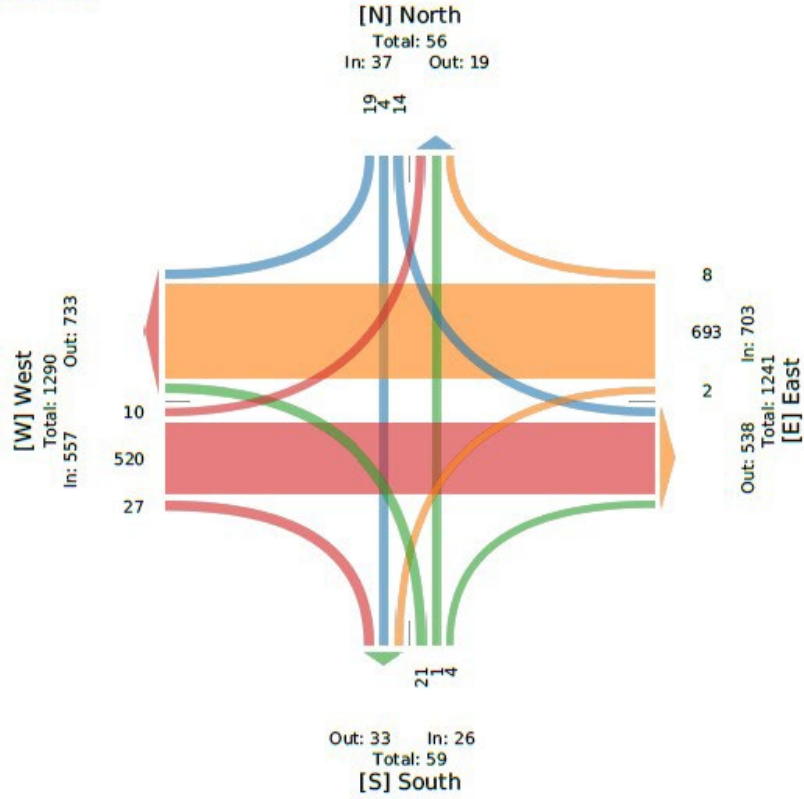
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 914536, Location: 35.464092, -97.402912



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US





Reno Ave. & Glenhaven Dr. - TMC
Tue Jan 11, 2022
Midday Peak (Jan 11 2022 12:45PM - 1:45 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 914536, Location: 35.464092, -97.402912

Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound				
	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App
2022-01-11 12:45PM	10	0	3	0	13	1	163	0	0	164	1	0	7	0	8	23	199	2	0	224
1:00PM	3	0	2	0	5	5	152	1	0	158	2	0	12	0	14	13	167	4	0	184
1:15PM	6	0	1	0	7	3	160	1	0	164	1	0	6	0	7	24	157	1	0	182
1:30PM	6	0	3	0	9	0	159	3	0	162	1	0	12	0	13	17	163	3	0	183
Total	25	0	9	0	34	9	634	5	0	648	5	0	37	0	42	77	696	10	0	773
% Approach	73.5%	0%	28.5%	0%	-	1.4%	97.8%	0.8%	0%	-	11.9%	0%	88.1%	0%	-	10.0%	88.7%	1.3%	0%	-
% Total	1.7%	0%	0.6%	0%	2.3%	0.6%	42.4%	0.3%	0%	43.3%	0.3%	0%	2.5%	0%	2.8%	5.1%	45.8%	0.7%	0%	51.6%
PHF	0.625	-	0.750	-	0.654	0.450	0.972	0.417	-	0.908	0.625	-	0.771	-	0.750	0.302	0.262	0.625	-	0.863
Lights	24	0	9	0	33	9	620	5	0	634	5	0	37	0	42	77	676	10	0	783
% Lights	96.0%	0%	100%	0%	97.1%	100%	97.8%	10.0%	0%	97.8%	100%	0%	100%	0%	100%	100%	98.5%	10.0%	0%	98.7%
Articulated Trucks	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	0	1	0	0	1
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.6%	0%	0%	0.6%	0%	0%	0%	0%	0%	0%	0.1%	0%	0%	0.1%
Buses and Single-Unit Trucks	1	0	0	0	1	0	10	0	0	10	0	0	0	0	0	0	9	0	0	9
% Buses and Single-Unit Trucks	4.0%	0%	0%	0%	2.9%	0%	1.6%	0%	0%	1.5%	0%	0%	0%	0%	0%	0%	1.3%	0%	0%	1.2%

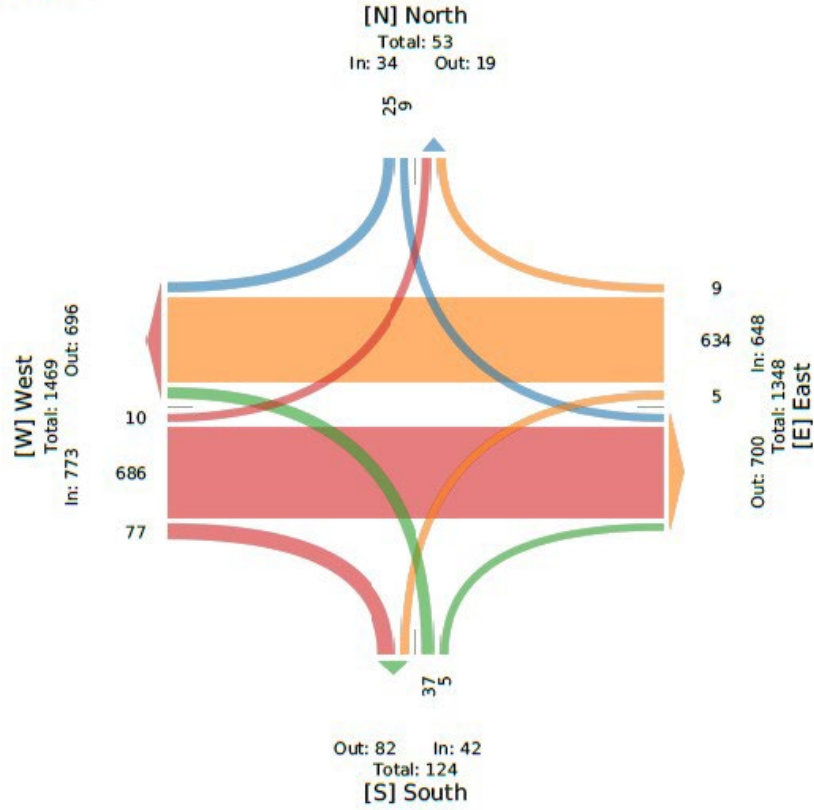
*L: Left, R: Right, T: Thru, U: U-Turn

Reno Ave. & Glenhaven Dr. - TMC

Tue Jan 11, 2022
Midday Peak (Jan 11 2022 12:45PM - 1:45 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 914536, Location: 35.464092, -97.402912



Provided by: Traffic Engineering Consultants, Inc.
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ATTACHMENT C
ANALYSIS RESULTS





















Map - Original T-2914 Glenhaven Dev
Volumes

Original T-2914 Glenhaven Dev
2030 Future Total PM Pk Hr



HCM 6th Signalized Intersection Summary
1: Crest Dr/Glenhaven Dr & Reno Ave

Original T-2914 Glenhaven Dev
2030 Future Total PM Pk Hr

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	1090	144	14	888	17	77	7	14	23	4	49
Future Volume (veh/h)	40	1090	144	14	888	17	77	7	14	23	4	49
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	43	1185	157	15	965	18	84	8	15	25	4	53
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	63	1275	168	31	1376	26	329	31	320	95	15	202
Arrive On Green	0.04	0.40	0.40	0.02	0.39	0.39	0.20	0.20	0.20	0.19	0.19	0.19
Sat Flow, veh/h	1781	3155	417	1781	3569	67	1633	156	1585	504	81	1068
Grp Volume(v), veh/h	43	666	676	15	480	503	92	0	15	82	0	0
Grp Sat Flow(s), veh/h/ln	1781	1777	1795	1781	1777	1858	1789	0	1585	1653	0	0
Q Serve(g_s), s	2.3	34.2	34.5	0.8	21.8	21.8	4.1	0.0	0.7	4.1	0.0	0.0
Cycle Q Clear(g_c), s	2.3	34.2	34.5	0.8	21.8	21.8	4.1	0.0	0.7	4.1	0.0	0.0
Prop In Lane	1.00		0.23	1.00		0.04	0.91		1.00	0.30		0.65
Lane Grp Cap(c), veh/h	63	718	725	31	685	717	361	0	320	313	0	0
V/C Ratio(X)	0.68	0.93	0.93	0.49	0.70	0.70	0.26	0.00	0.05	0.26	0.00	0.00
Avail Cap(c_a), veh/h	102	733	741	95	726	759	361	0	320	313	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	45.6	27.2	27.3	46.6	24.8	24.8	32.2	0.0	30.8	33.1	0.0	0.0
Incr Delay (d2), s/veh	12.0	17.7	18.4	11.6	2.8	2.7	1.7	0.0	0.3	2.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	17.1	17.5	0.4	9.3	9.7	2.0	0.0	0.3	1.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	57.6	44.9	45.7	58.2	27.6	27.5	33.9	0.0	31.1	35.1	0.0	0.0
LnGrp LOS	E	D	D	E	C	C	C	A	C	D	A	A
Approach Vol, veh/h		1385			998			107			82	
Approach Delay, s/veh		45.7			28.0			33.5			35.1	
Approach LOS		D			C			C			D	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		23.8	6.1	43.2		22.6	7.9	41.4				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s		19.3	5.1	39.5		18.1	5.5	39.1				
Max Q Clear Time (g_c+I1), s		6.1	2.8	36.5		6.1	4.3	23.8				
Green Ext Time (p_c), s		0.4	0.0	2.2		0.3	0.0	5.5				
Intersection Summary												
HCM 6th Ctrl Delay				38.0								
HCM 6th LOS				D								





















Map - T-2914 Glenhaven Dev
Volumes

T-2914 Glenhaven Dev
REV 2030 Future Total PM Pk Hr



HCM 6th Signalized Intersection Summary
1: Crest Dr/Glenhaven Dr & Reno Ave

T-2914 Glenhaven Dev
REV 2030 Future Total PM Pk Hr

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	65	1090	144	14	888	28	77	7	14	34	4	75
Future Volume (veh/h)	65	1090	144	14	888	28	77	7	14	34	4	75
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	71	1185	157	15	965	30	84	8	15	37	4	82
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	91	1275	168	31	1302	40	329	31	320	94	10	208
Arrive On Green	0.05	0.40	0.40	0.02	0.37	0.37	0.20	0.20	0.20	0.19	0.19	0.19
Sat Flow, veh/h	1781	3155	417	1781	3518	109	1633	156	1585	496	54	1099
Grp Volume(v), veh/h	71	666	676	15	467	508	92	0	15	123	0	0
Grp Sat Flow(s), veh/h/ln	1781	1777	1795	1781	1777	1851	1789	0	1585	1648	0	0
Q Serve(g_s), s	3.8	34.2	34.5	0.8	22.8	22.8	4.1	0.0	0.7	6.3	0.0	0.0
Cycle Q Clear(g_c), s	3.8	34.2	34.5	0.8	22.8	22.8	4.1	0.0	0.7	6.3	0.0	0.0
Prop In Lane	1.00		0.23	1.00		0.06	0.91		1.00	0.30		0.67
Lane Grp Cap(c), veh/h	91	718	725	31	658	685	361	0	320	312	0	0
V/C Ratio(X)	0.78	0.93	0.93	0.49	0.74	0.74	0.26	0.00	0.05	0.39	0.00	0.00
Avail Cap(c_a), veh/h	102	733	741	95	726	756	361	0	320	312	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	44.9	27.2	27.3	46.6	26.2	26.2	32.2	0.0	30.8	34.0	0.0	0.0
Incr Delay (d2), s/veh	28.2	17.7	18.4	11.6	3.7	3.5	1.7	0.0	0.3	3.7	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	17.1	17.5	0.4	9.8	10.2	2.0	0.0	0.3	2.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	73.1	44.9	45.7	58.2	29.9	29.7	33.9	0.0	31.1	37.7	0.0	0.0
LnGrp LOS	E	D	D	E	C	C	C	A	C	D	A	A
Approach Vol, veh/h		1413			1010			107			123	
Approach Delay, s/veh		46.7			30.2			33.5			37.7	
Approach LOS		D			C			C			D	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		23.8	6.1	43.2		22.6	9.4	39.9				
Change Period (Y+Rc), s		4.5	4.5	4.5		4.5	4.5	4.5				
Max Green Setting (Gmax), s		19.3	5.1	39.5		18.1	5.5	39.1				
Max Q Clear Time (g_c+I1), s		6.1	2.8	36.5		8.3	5.8	24.8				
Green Ext Time (p_c), s		0.4	0.0	2.2		0.4	0.0	5.4				
Intersection Summary												
HCM 6th Ctrl Delay				39.5								
HCM 6th LOS				D								

2 ORDINANCE NO. _____

3 AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY
4 DESCRIBED IN THIS ORDINANCE FROM PUD, PLANNED UNIT DEVELOPMENT
5 GOVERNED BY R-MD, MEDIUM DENSITY RESIDENTIAL TO C-3, COMMUNITY
6 COMMERCIAL DISTRICT, AND DIRECTING AMENDMENT OF THE OFFICIAL
7 ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROP-
8 erty’s ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABIL-
9 ITY

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

9 ORDINANCE

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 from PUD, Planned Unit Development governed by R-MD, Medium Density Residential to C-3,
12 Community Commercial District subject to the conditions contained in the PC-2145 file, and that
13 the official Zoning District Map shall be amended to reflect the reclassification of the property’s
14 zoning district as specified in this ordinance:

14 For the property described as a tract of land lying in the Southwest Quarter (SW ¼) of Section
15 Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian
16 in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing
17 at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said
18 SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said
19 SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W
20 and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence 89°23’49” E a
21 distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E
22 and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT
23 OF BEGINNING.

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

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

24 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
25 on the _____ day of _____, 2023.

26 THE CITY OF MIDWEST CITY, OKLA-
27 HOMA

28 _____
29 MATTHEW D. DUKES II, Mayor

29 ATTEST:

30 _____
31 SARA HANCOCK, City Clerk

33 APPROVED as to form and legality this _____ day of _____, 2023.

34 _____
35 DONALD MAISCH, City Attorney
36

2 RESOLUTION NO. _____

3 A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-
4 TION FROM OR, OFFICE/RETAIL TO COM, COMMERCIAL FOR THE PROPERTY
5 DESCRIBED IN THE RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OK-
LAHOMA.

6 WHEREAS, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
7 lowing described property identified, for future planning purposes, as OR, Office/Retail:

8
9 For the property described as a tract of land lying in the Southwest Quarter (SW ¼) of
10 Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the In-
11 dian Meridian in Oklahoma County, Oklahoma, being more particularly described as fol-
12 lows: Commencing at the Southwest corner of said Section 34; Thence N 89°51'43" E
13 along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36'11" W and
14 parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Begin-
15 ning; Thence continuing N 00°36'11" W and parallel to the West line of said SW/4 a di-
16 stance of 140.70 feet; Thence 89°23'49" E a distance 147.92 feet; Thence S 45°36'11" E a
17 distance of 35.36 feet; Thence S 00°36'11" E and a distance of 115.70 feet; Thence S
18 89°23'49" W a distance of 172.92 feet to the POINT OF BEGINNING.

19 WHEREAS, it is the desire of the applicant to amend the future planning classification of the
20 above referenced property from OR, Office/Retail to COM, Commercial.

21 WHEREAS, with the applicant's request the change in future planning classification complies
22 with the City's Comprehensive Plan.

23 WHEREAS, the applicant has met both state and local notification requirements.

24 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,
25 OKLAHOMA COUNTY, STATE OF OKLAHOMA:

26 That the classification of above described property located in Midwest City, Oklahoma is hereby
27 changed from OR, Office/Retail to COM, Commercial on the Comprehensive Plan Map.

28 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Okla-
29 homa, on the _____ day of _____, 2023.

30 THE CITY OF MIDWEST CITY, OKLAHOMA

31 _____
32 MATTHEW D. DUKES II, Mayor

33 ATTEST:

34 _____
35 SARA HANCOCK, City Clerk

36 APPROVED as to form and legality this _____ day of _____, 2023.

DONALD MAISCH, City Attorney

Owner: Bentwood Investments, LLC.

Applicant: Grubbs Consulting, on behalf of owner

Proposed Use: Carwash

Preliminary Plat Expiration: If approved, expiration of preliminary plat will be 2 years from date of approval in accordance with Section 38.18.8. of the City of Midwest City's Subdivision Regulations.

Size: The subject property has a frontage of 115 feet along E. Reno Avenue, and a depth of 172 feet, and contains an area of 24,017 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request*: Office/Retail ("OR")

*At time of writing; if PC-2145 is approved, the Area of Request is now Commercial ("COM").

North- Single-Family Detached Residential ("SFD")

South- Office/Retail ("OR")

East- Office/Retail ("OR")

West- Office/Retail ("OR")

Zoning Districts:

Area of Request*- Planned Unit Development ("PUD") governed by Medium Density Residential District ("R-MD")

*At time of writing; if PC-2145 is approved, the Area of Request is now Community Commercial District ("C-3")

North- Planned Unit Development ("PUD") governed by Medium Density Residential District ("R-MD")

South- Community Commercial District ("C-3")

East- Community Commercial District ("C-3")

West- Community Commercial District ("C-3")

Land Use:

Area of Request- Vacant

North- Residential

South- House of Dank

East- Residential

West- Town and Country Shopping Center

Comprehensive Plan Citation:

The future zoning land use for the subject lot is Office/Retail ("OR").

Office/Retail Land Use

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

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

History:

1. (PC-2099) December 2021- Northern portion of subject property was included in rezone from Community Commercial District (“C-3”) to Planned Unit Development (“PUD”) governed by Medium Density Residential (“R-MD”).
2. (PC-2124) September 2022- Northern portion of subject property was rezoned back to Community Commercial District (“C-3”).

Next Steps:

If Council approves this preliminary plat, the applicant will then proceed with the final plat process if all conditions are imposed at the time of approval of the preliminary plat, as applicable, have been satisfied.

Staff Comments-

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a six (6) inch line running along the east side of North Glenhaven Drive. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main adjacent to but not bordering the proposed parcel, and eight (8) inch line is approximately forty feet south from the southeast corner of the property. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from North Glenhaven Drive. North Glenhaven Drive is classified as a local road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

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

Fire Marshal’s Comments:

- There are no fire code violations currently noted for the address listed
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Public Works’ Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed lopped system to eliminate dead ends. Fire hydrant locations shall be installed per the City of Midwest City’s Code of Ordinances Section 15-22.

- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in “Green Belt” per City of Midwest City’s Code of Ordinances Section 43-54.

Sanitary Sewer

- Existing sewer line relocation detail has not been submitted. Sewer mains shall be install in front of easements.

Sanitation

- No additional comments with this case.

Stormwater

- No additional comments with this case.

Planning Division:

Staff met with the applicant May 9, 2023 for a Pre-Development meeting.

The purpose of this preliminary plat is to determine the preliminary layout of the subdivision and ensure that the development plans are following the City of Midwest City’s Subdivision Regulations.

If this proposed subdivision is approved, all development will be required to meet the requirements of the governing zone.

Per Subdivision Regulation Code, Article III, Section 38-18.9. Preliminary plat expiration.

(a) *Two-year validity.*

(1) The approval of a preliminary plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval for construction plans and a final plat for the land area shown on the preliminary plat.

(2) If construction plans and a final plat application have not been approved within the two-year period, the preliminary plat shall expire.

(b) *Phased developments—Partial construction plans and final plat.* If construction plans and a final plat for only a portion of the land area shown on the preliminary plat are approved by the end of the two-year period, then the preliminary plat for the remainder of the land not included on the construction plans or final plat shall expire on such date.

(c) *Relationship to construction plans.* A preliminary plat shall remain valid for two (2) years or the period of time in which approved construction plans are valid, whichever is greater.

(d) *Action on final plat.* Should a final plat application be submitted within the two-year period, but not be acted upon by the city council within the two-year period, the preliminary plat shall expire unless an extension is granted as provided in section 38-18.9., Preliminary plat extension.

(e) *Void if not extended.* If the preliminary plat is not extended as provided in section 38-18.9., Preliminary plat extension, it shall expire and shall become null and void.

Action is at the discretion of the Council.

Action Required:

Approve or reject the Glenhaven Preliminary Plat for the property noted herein, subject to staff comments as found in the July 25, 2023 agenda packet and made part of PC-2146 file.

Suggested Motion:

“To approve the Glenhaven Preliminary Plat for the property noted herein, subject to Staff Comments found in the July 25, 2023 City Council agenda packet and made a part of the PC-2146 file subject to vacation of easement.”

Please feel free to contact my office at (405) 739-1223 with any questions.

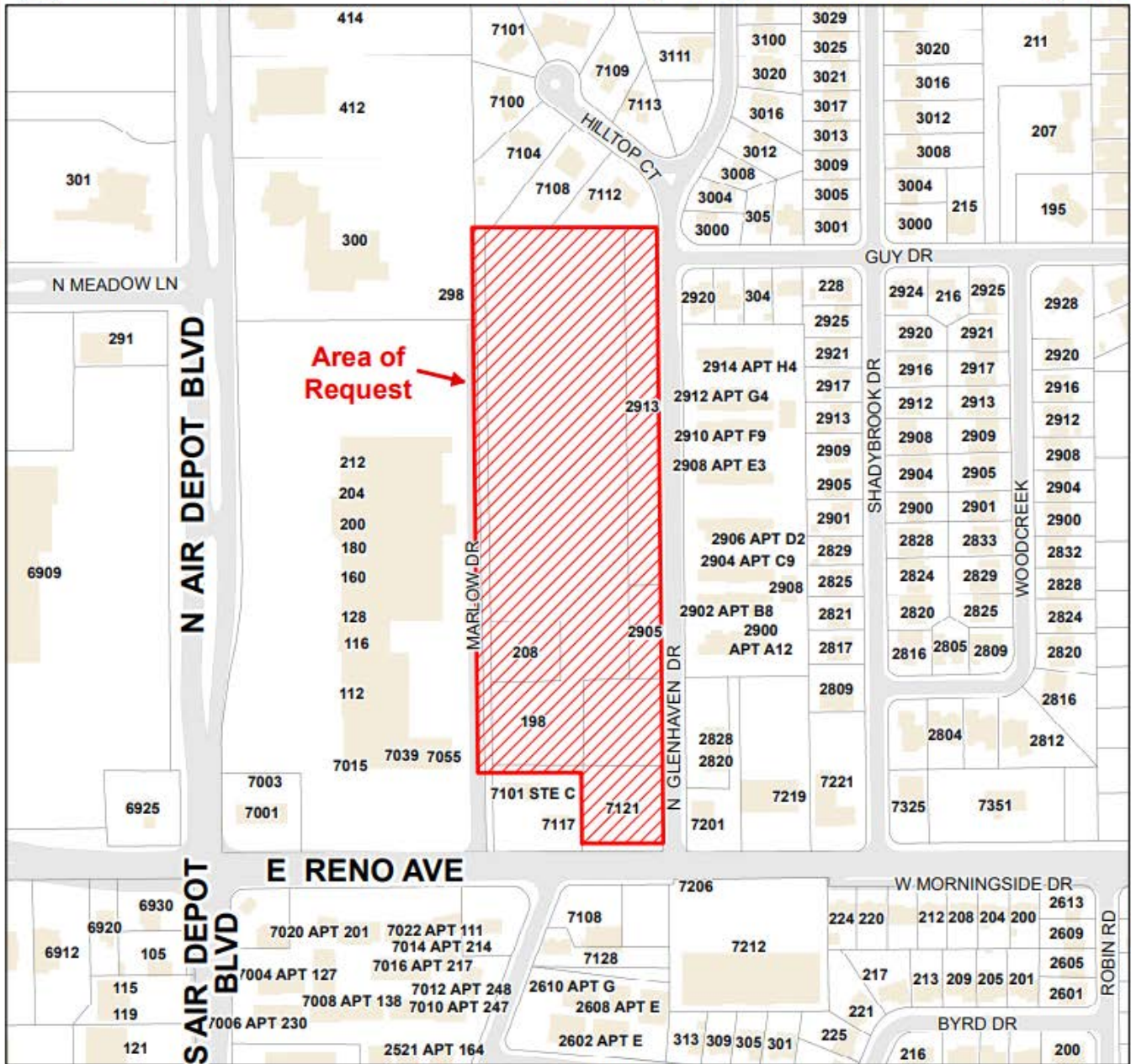


Emily Richey

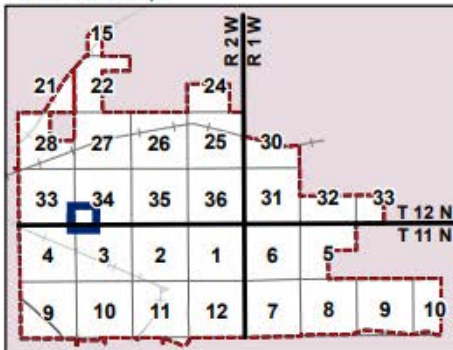
Current Planning Manager



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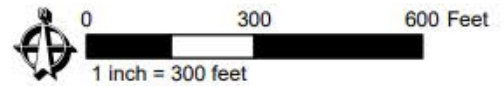
Locator Map



General Map Legend

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

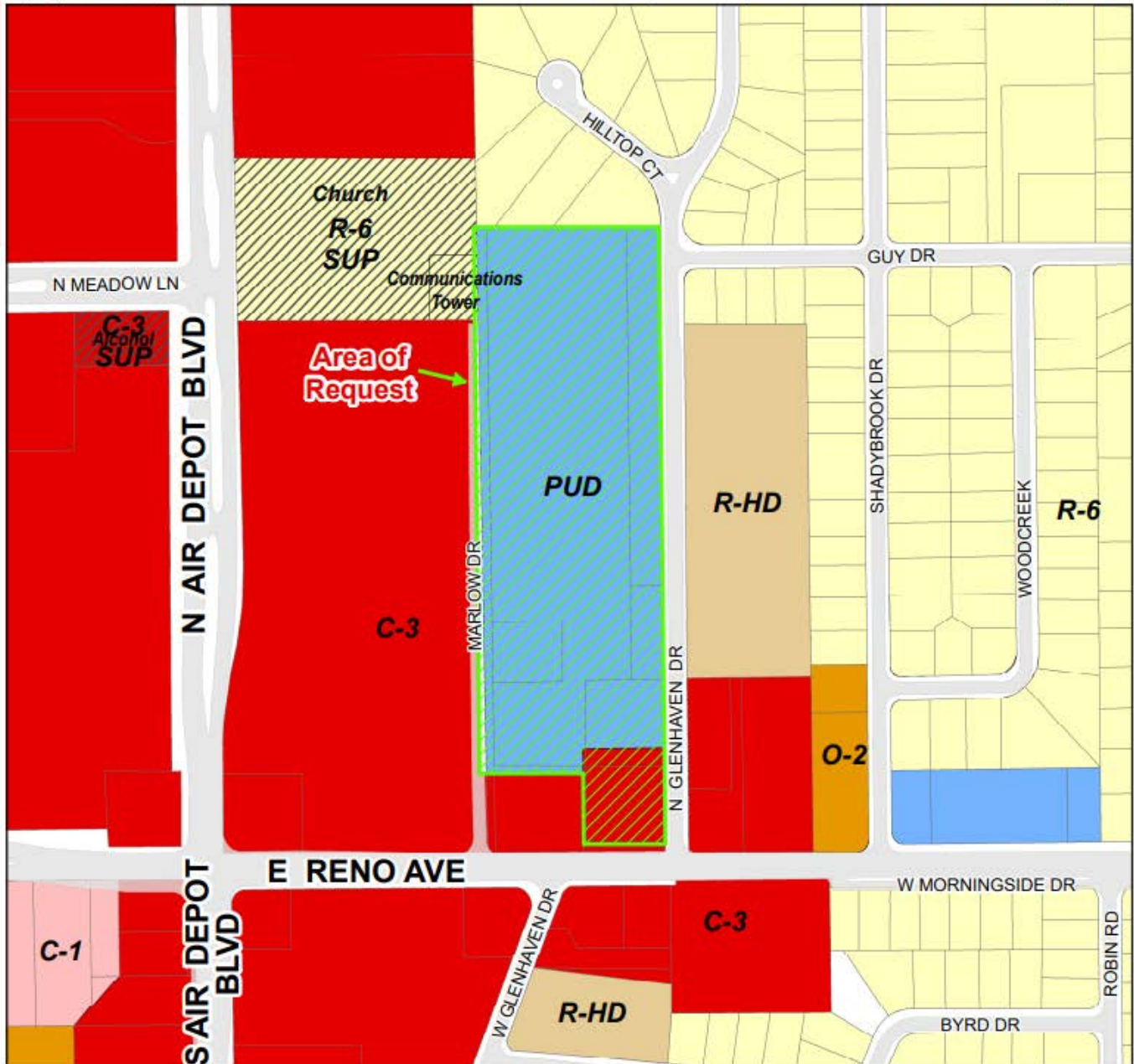
**GENERAL MAP FOR
PC-2146
(SW/4, Sec 34, T12N, R2W)**



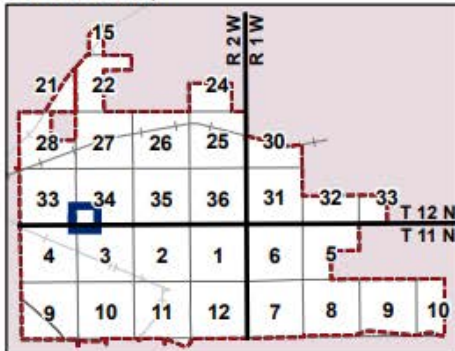
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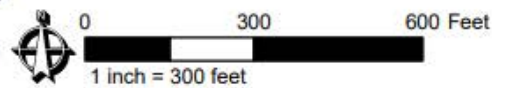
Locator Map



Current Zoning Legend

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

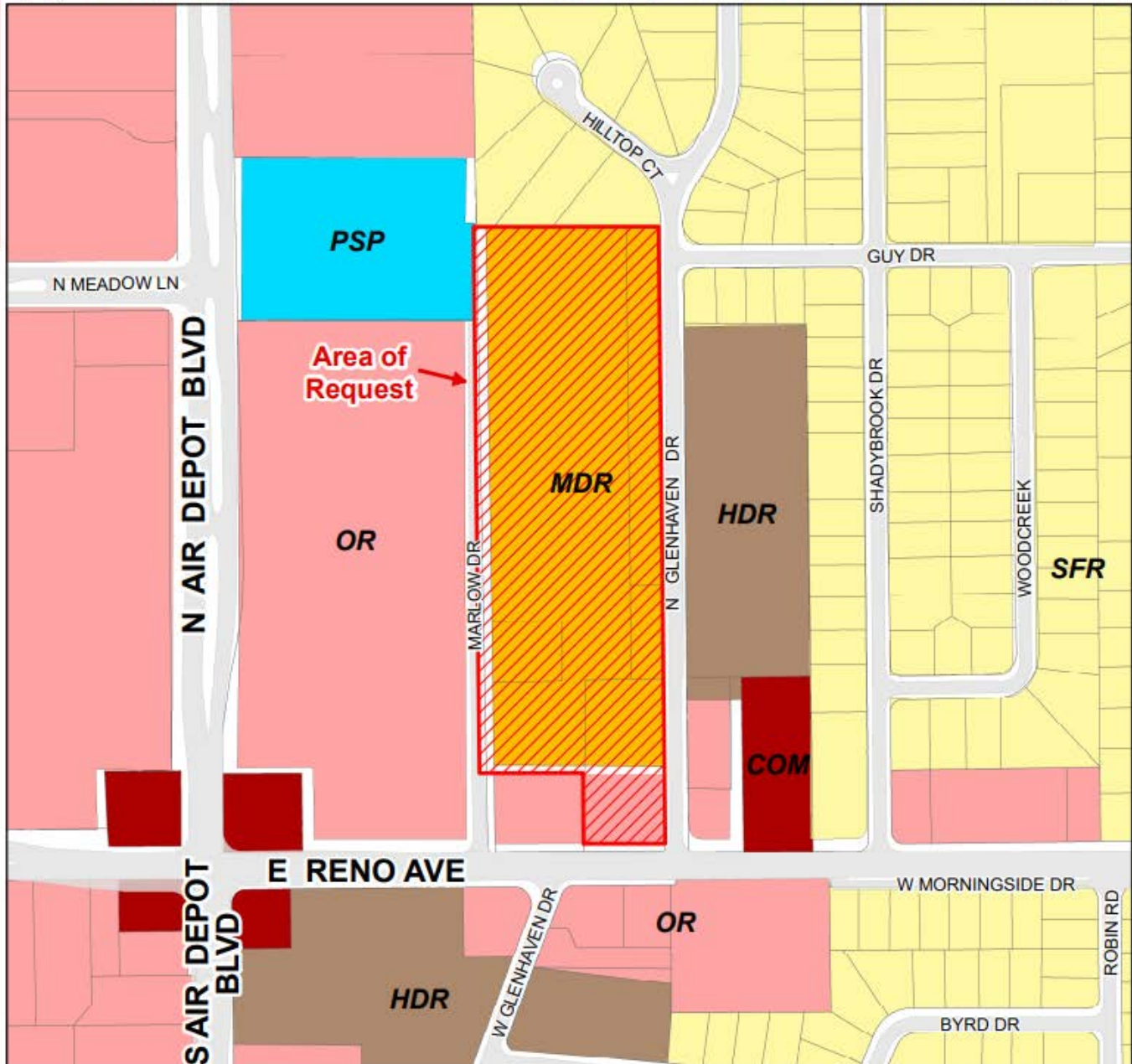
**ZONING MAP FOR
PC-2146
(SW/4, Sec 34, T12N, R2W)**



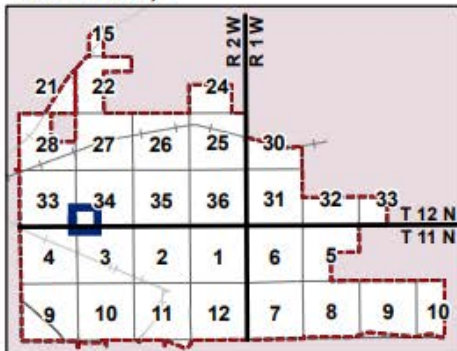
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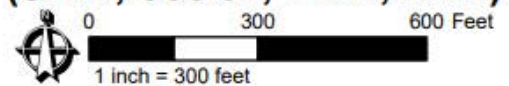
Locator Map



Future Land Use Legend

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

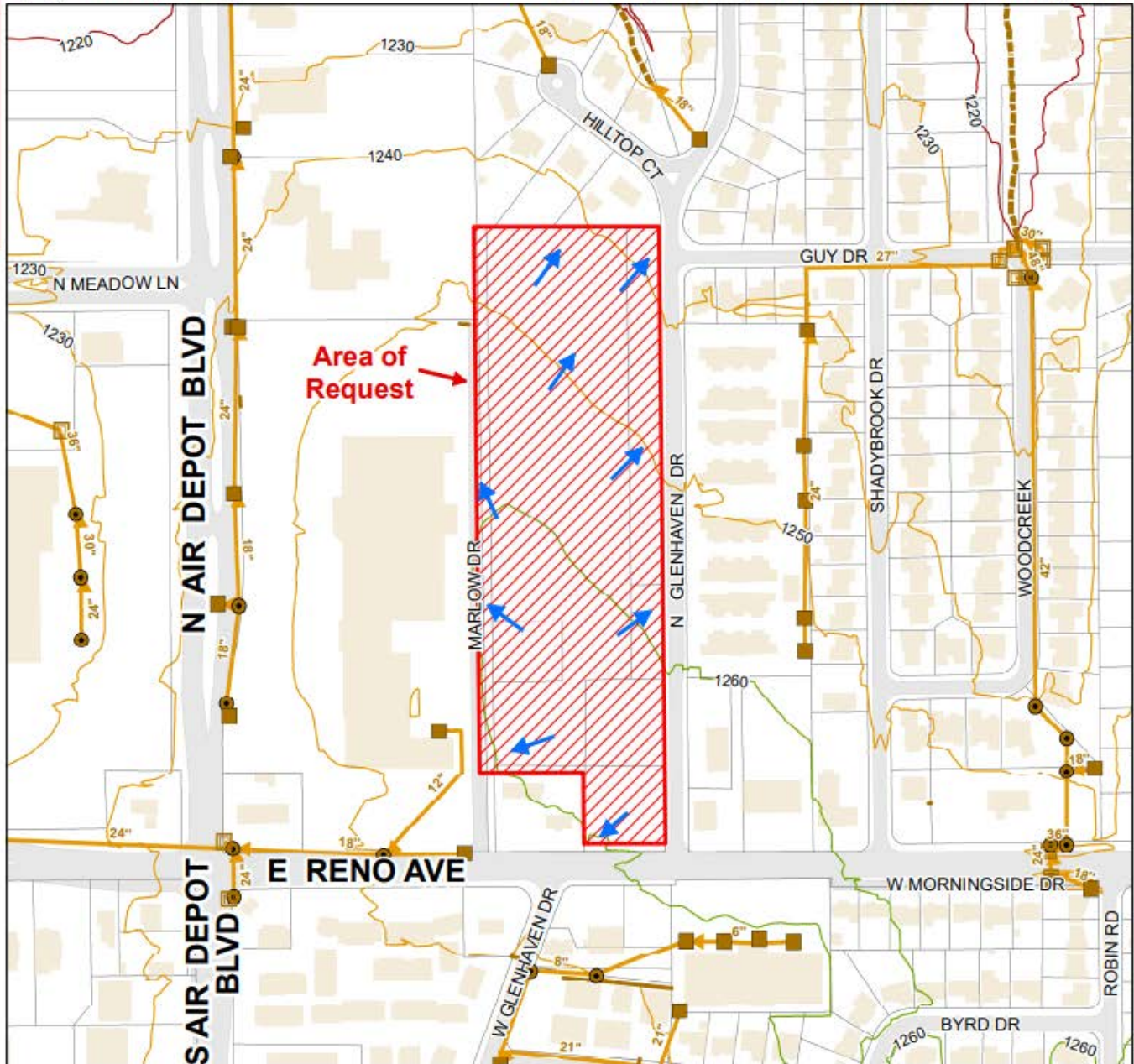
**FUTURE LAND USE
MAP FOR
PC-2146
(SW/4, Sec 34, T12N, R2W)**



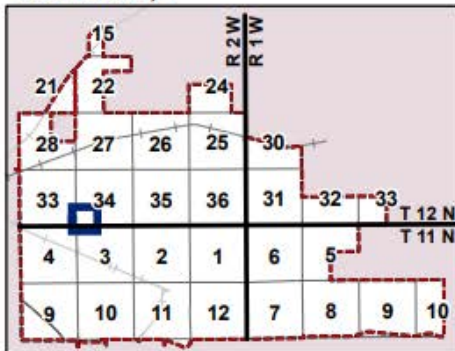
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Community Development / Information Technology - GIS



Locator Map

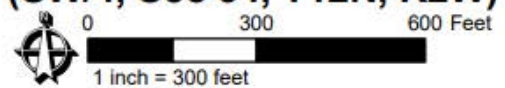


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

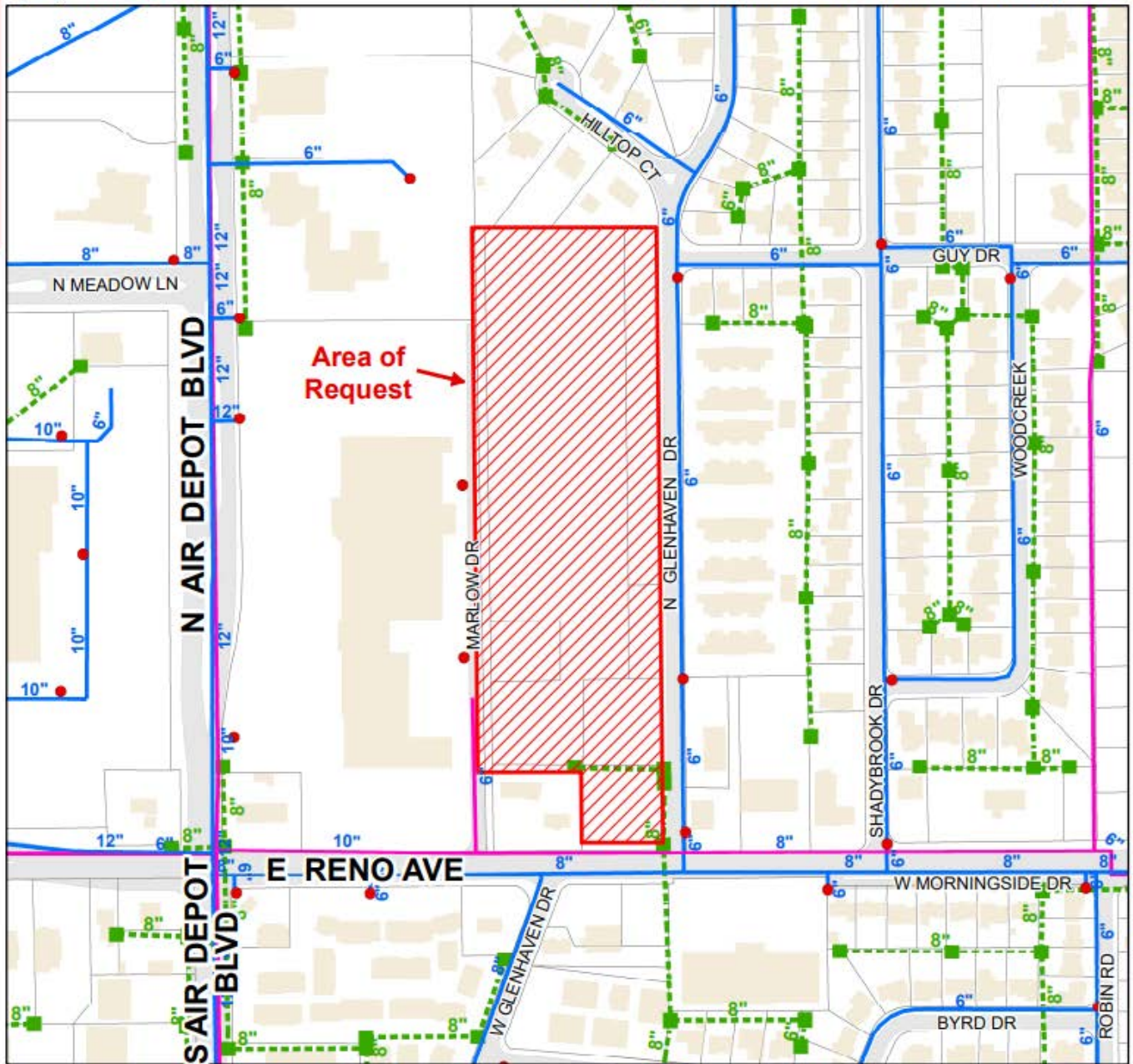
**DRAINAGE
LOCATION MAP FOR
PC-2146
(SW/4, Sec 34, T12N, R2W)**



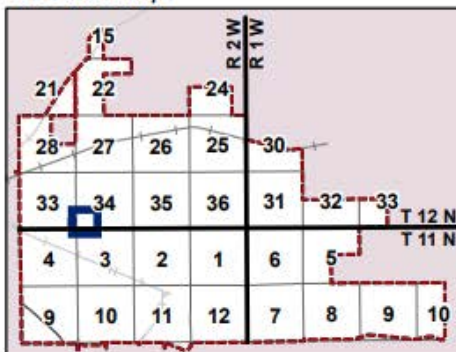
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Community Development / Information Technology - GIS



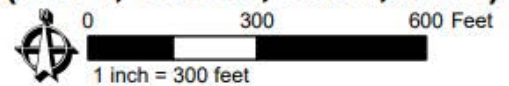
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
 LOCATION MAP FOR
 PC-2146
 (SW/4, Sec 34, T12N, R2W)**



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

Turn Radius

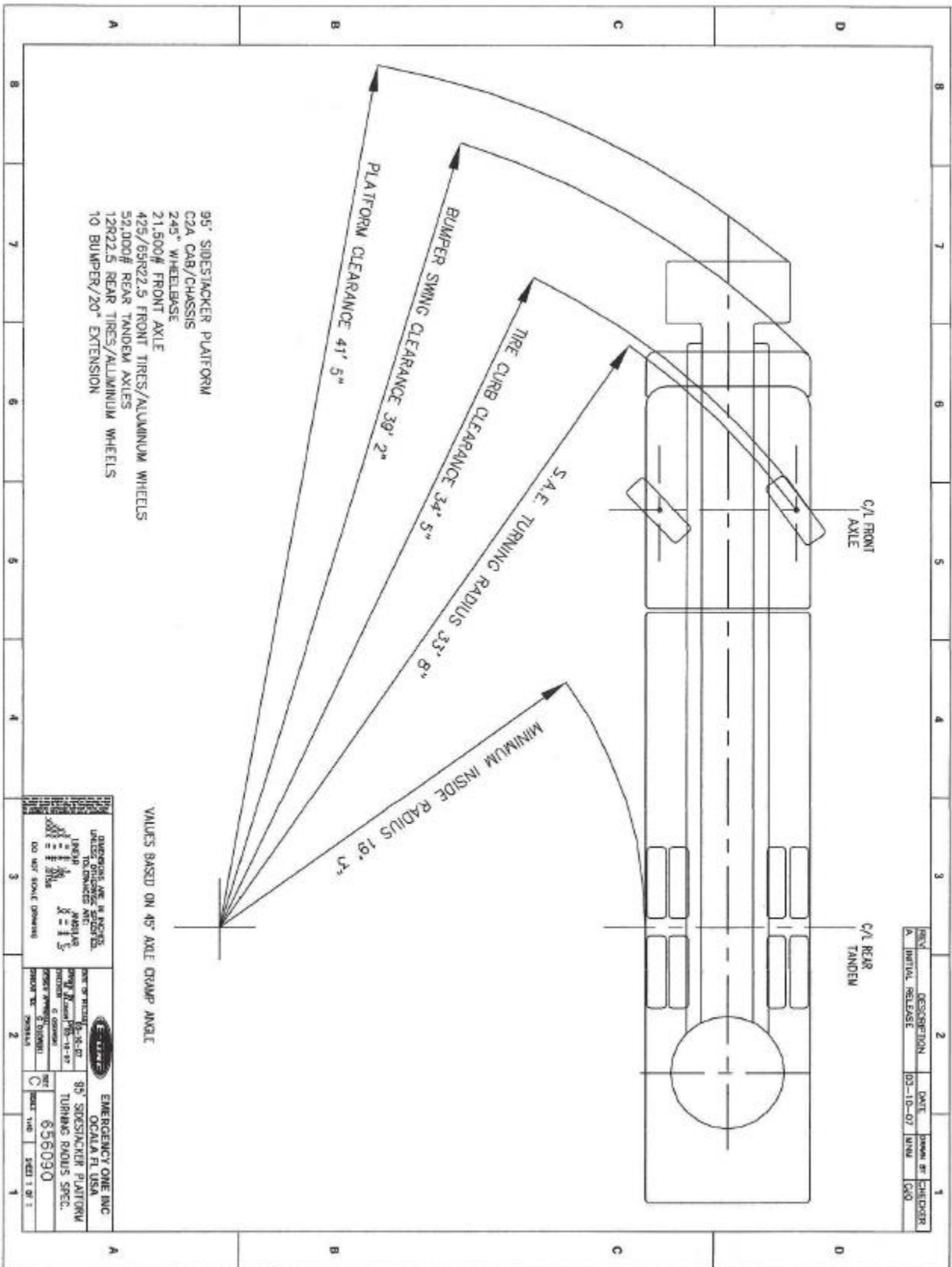
Page 1 of 1



142324

SAE Turning Radius Calculations for Quote No. 78405				
Wheelbase:	245"	Front Bumper Size:	10"	
Body Width:	100"	Front Bumper Extension:	20"	
Front Axle Kingpin Center:	70.66"	Front Wheel Type:	ALUMINUM	
Front Axle Track:	64.36"	Rear Wheel Type:	ALUMINUM	
Front Axle Tire Width:	16.2"	Tire Brand:	MICHELIN	
Dimension Over Rear Tires:	98.59"			
Body Front Overhang:	92"			
Inside Cramp Angle	S. A. E. Turning Radius	Tire Curb Clearance	Bumper Swing Clearance	Minimum Inside Radius
35	41.1'	41.8'	45.9'	28'
36	40.2'	40.9'	45'	26.9'
37	39.4'	40'	44.3'	25.9'
38	38.5'	39.2'	43.5'	25'
39	37.8'	38.5'	42.8'	24.1'
40	37'	37.7'	42.2'	23.2'
41	36.3'	37'	41.5'	22.3'
42	35.7'	36.4'	40.9'	21.5'
43	35'	35.7'	40.4'	20.7'
44	34.4'	35.1'	39.8'	20'
45	33.9'	34.5'	39.3'	19.3'
46	33.3'	34'	38.8'	18.6'
47	32.8'	33.5'	38.4'	17.9'
48	32.3'	33'	37.9'	17.2'
49	31.8'	32.5'	37.5'	16.6'
50	31.3'	32'	37.1'	16'
Nominal Cramp Angles:				
Meritor FL941 & FL943 axles: up to and including 425/65R22.5 tires			45 degrees	
Meritor FL941 & FL943 axles: 445/65R22.5 tires			38 degrees	
Dana I220W axle: up to and including 445/65R22.5 tires			42 degrees	
Reyco IFS: up to and including 385/65R22.5 tires			48 degrees	
Reyco IFS: 425/65R22.5 tires			45 degrees	
Reyco IFS: 445/65R22.5 tires without front intake			42 degrees	
Meritor Front Drive Axle: up to and including 425/65R22.5 tires			37 degrees	
Marmon Herrington Front Drive Axle: up to and including 425/65R22.5 tires			42 degrees	
This Turning Radius report reflects how the quote was configured. Any succeeding changes may slightly alter the turning radius of the vehicle and the data in this report.				

GENERIC BY MODEL





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Development Inquiry/Pre-Development Meeting Form

This Development Inquiry Form is intended to provide a written assessment of a proposed development for a particular parcel of land. This non-binding document is not a formal review or approval of any development proposal. The information is provided in order to inform the customer of development requirements and application process required by The City of Midwest City. A copy of this form will be given to the customer and the original will remain on file in the Community Development Office.

Date of Contact: 5/9/23

Staff Present: Emily Richey, Robert Coleman, Brandon Bundy, Patrick Menefee

Property Owner: Perkins Family, LLC

Developer/Applicant: Mark Grubbs; Grubbs Consulting, LLC

Contact number(s) for Applicant: 405-265-0641 ext. 101

Applicant's e-mail address: mark.grubbs@gc-okc.com

Land Use Information:

Site address or legal description: 7121 E. Reno (for proposed rezone)

Existing Zoning: PUD

Proposed Zoning: C-3

Existing Land Use: Vacant

Requested Future Land Use: Carwash

Water Location/Size: East/ 6" line

Sewer Location: _____



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Street Type: Local

Drainage Channels Present: Applicant proposed detention and drainage improvements.

Drainage Flow: _____

Drainage Improvements Present: No

Flood Plain Present: No

Zoning

Subdivision – Planning

- Minor Plat
- Preliminary Plat
- Final Plat
- Amending Plat
- Replat

Subdivision – Engineering

Water improvement requirements: Applicant plans to extend water to site.

Sewer improvement requirements: Extend to properties.

Street improvement requirements: Yes

Drainage/detention requirements: Yes

Floodplain requirements: No

Right-of-way/easement requirements: Yes



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Fire Department Requirements:

Fire Hydrant required: Shall comply w/ Sec 15-22 of MWC Ordinance

Additional Notes

*This Pre-Development meeting fulfills the requirement for the C-3 Rezone request as well as Preliminary Plat.

- The two applications can be submitted simultaneously. Applicant's choice if the easement vacation is submitted with the above mentioned applications or separately.

*Sewer relocation- determine if it's considered minor or major change for ODEQ.

*New easement will need to provide access to Reno.

*Staff recommended to exclude the proposed commercial tract from HOA covenants; applicant made the recommendation of having the parcels labeled by sections and can exclude that way (staff is good with the suggestion).



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

PLAT APPLICATION

Property Information


Addition Name: GLENHAVEN		Address/Location: Northwest Corner of Reno Avenue & Glenhaven Drive	
Lot(s): Part of the SW/4, Sec 34, T12N, R2W	Block:	Current Zoning: PUD,RMD,C	Proposed Zoning: C-3 on a portion
# of Acres: 11.03		# of Lots: 42	# of Units: 70

Applicant Information

Name: Bentwood Investments, LLC		Company:	
Mailing Address: 3117 N. Sooner Rd , Suite 150			
City: Edmond, OK 73034		State:	Zip:
Phone: 405-600-4914	Fax:	Email:	

Owner Information

Name: Bentwood Investments, LLC		Company:	
Mailing Address: 3117 N. Sooner Rd , Suite 150			
City: Edmond, OK 73034		State:	Zip:
Phone:	Fax:	Email:	



Signature of Applicant Date

FOR OFFICE USE ONLY

Type of Plat	Fee	Required Meetings:	Date:
Preliminary Plat 0-10 acres - \$300.00 plus \$2.00 per lot 10-40 acres - \$400.00 plus \$2.00 per lot 40 acres or more - \$500.00 plus \$2.00 per lot		Pre Application Meeting:	
		Parkland Review Committee:	
		Planning Commission Meeting:	
Final Plat	\$300.00	City Council Meeting:	
Minor Plat	\$100.00		
Replat	\$300.00		
Amending Plat	\$150.00	Reviewed by:	

"EXHIBIT A"

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, being more particularly described as follows:

Commencing at the Southwest corner of the SW/4 of said Section 34; Thence N 89°51'43" E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36'11" W and parallel with the West line of said SW/4 a distance of 50.00 feet to the Point of Beginning; Thence continuing N 00°36'11" W and parallel to the West line of said SW/4 a distance of 150.00 feet; Thence S 89°51'43" W a distance of 219.38 feet; Thence N 00°36'11" W a distance of 1158.47 feet; Thence N 89°54'15" E a distance of 392.31 feet; Thence S 00°36'11" E and a distance of 1308.18 feet to a point on the North Right-of-Way line of E Reno Avenue; Thence along said Right-of-Way line S 89°51'43" W a distance of 172.93 feet to the POINT OF BEGINNING.

2022041401056973 B: 15123 P: 1805
04/14/2022 11:31:31 AM Pgs: 3
Fee: \$22.00 Doc Stamp: \$1012.50
David B. Hooten, County Clerk
Oklahoma County - State of Oklahoma



Return To:
Bentwood Investments, LLC
39004 West MacArthur, Suite 100
Shawnee, OK 74804

WARRANTY DEED
(OKLAHOMA STATUTORY FORM)

Tax ID #: 2535-15-040-7235

Doc Stamps: **825.00**
Filed/insured by: First American Title Insurance Company
File No.: **2695150-OK15 (MM)**

That **Perkins Family, LLC**, an Oklahoma limited liability company, (the "Grantor"), in consideration of the sum of TEN & NO/100-----Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto **Bentwood Investments, LLC**, an Oklahoma limited liability company, (the "Grantee"), the following described real property and premises situated in Oklahoma County, State of Oklahoma, to wit:

TRACT I: A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, being more particularly described as follows: Beginning 898.5 feet east and 397 feet north of the southwest corner; Thence north 760 feet; Thence east 96.31 feet; Thence south 760 feet; Thence west 96.31 feet to the point of beginning. EXCEPT the east 25 feet thereof; AND

TRACT II: A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Beginning at a point 898.50 feet east and 397.00 feet north of the southwest corner of said Section 34; Thence north 200.00 feet; Thence east a distance of 96.31 feet; Thence south a distance of 200.00 feet; Thence west a distance of 96.31 feet to the point of beginning; AND

TRACT III: A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as beginning at a point 798.5 feet east and 197 feet north of the southwest corner of the SW/4; Thence north 200 feet; Thence east 171.31 feet; Thence south 200 feet; Thence west 171.31 feet to the point or place of beginning, according to the government survey thereof; AND

TRACT IV: The Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 577.5 feet east of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 1357 feet; Thence east and parallel with the south line of said SW/4 a distance of 321 feet; Thence south and parallel with the west line of said SW/4 a distance of 960 feet; Thence west and parallel with the south line of said SW/4 a distance of 100 feet; Thence south and parallel with the west line of said SW/4 a distance of 364 feet; Thence west and parallel with the south line of said SW/4 a distance of 221 feet to the point or place of beginning; LESS AND EXCEPT the following described property: Part of the Southwest Quarter (SW/4) of Section 34, Township 12 North, Range 2 West of the I.M., more particularly described as follows: Beginning at a point 577.5 feet east and 397 feet north of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 180 feet; Thence east and parallel with the south line of said SW/4 a distance of 170 feet; Thence south and parallel with the west line of said SW/4 a distance of 130 feet; Thence west and parallel with the south line of said SW/4 a distance of 170 feet to the point or place of beginning;

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AND LESS AND EXCEPT

A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, more particularly described as follows to-wit; Beginning at a point on the South line of said SW/4 577 1/2 feet East of the Southwest corner thereof; Thence North and parallel to the West line of said SW/4 200 feet; Thence East and parallel to the South line of said quarter section 221 feet; Thence South and parallel to the West line of said SW/4 200 feet to the South line thereof; Thence West along said South line of said quarter section 221 feet to the Point of Beginning; AND

TRACT V: Part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 577.5 feet east and 397 feet north of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 130 feet; Thence east and parallel with the south line of said SW/4 a distance of 170 feet; Thence south and parallel with the west line of said SW/4 a distance of 130 feet; Thence west and parallel with the south line of said SW/4 a distance of 170 feet to the point or place of beginning.

TRACT VI: A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, according to the government survey thereof, and more particularly described as follows, to-wit: Beginning at a point on the south line of said SW/4 798.5 feet east of the southwest corner of said SW/4; Thence north parallel to the west line of said SW/4 a distance of 197 feet; Thence east parallel to the south line of said SW/4 a distance of 171.31 feet; Thence south a distance of 197 feet; Thence west along the south line of said SW/4 a distance of 171.31 feet to the point or place of beginning.

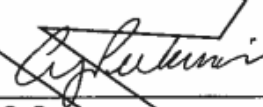
Property Address: **PT SW4 34-12N-2W, Midwest City, OK**

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto the Grantee, and to the heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this **April 13, 2022**.

Perkins Family, LLC, an Oklahoma limited liability company


By: _____
Name: Cy Perkins
Title: Manager



CERTIFICATE

The undersigned bonded abstractor in and for Oklahoma County, Oklahoma, does hereby certify that attached as Exhibit "B" hereto is a list of owners and their addresses of property abutting the land described on Exhibit "A" attached hereto according to the records maintained in the Office of the County Treasurer of Oklahoma County, Oklahoma.

Executed at Oklahoma City, Oklahoma this 4th day of May, 2023.

AMERICAN EAGLE TITLE INSURANCE COMPANY


JESSICA LOUK
ABSTRACT MANAGER

State of Oklahoma)
) ss.
County of Oklahoma)

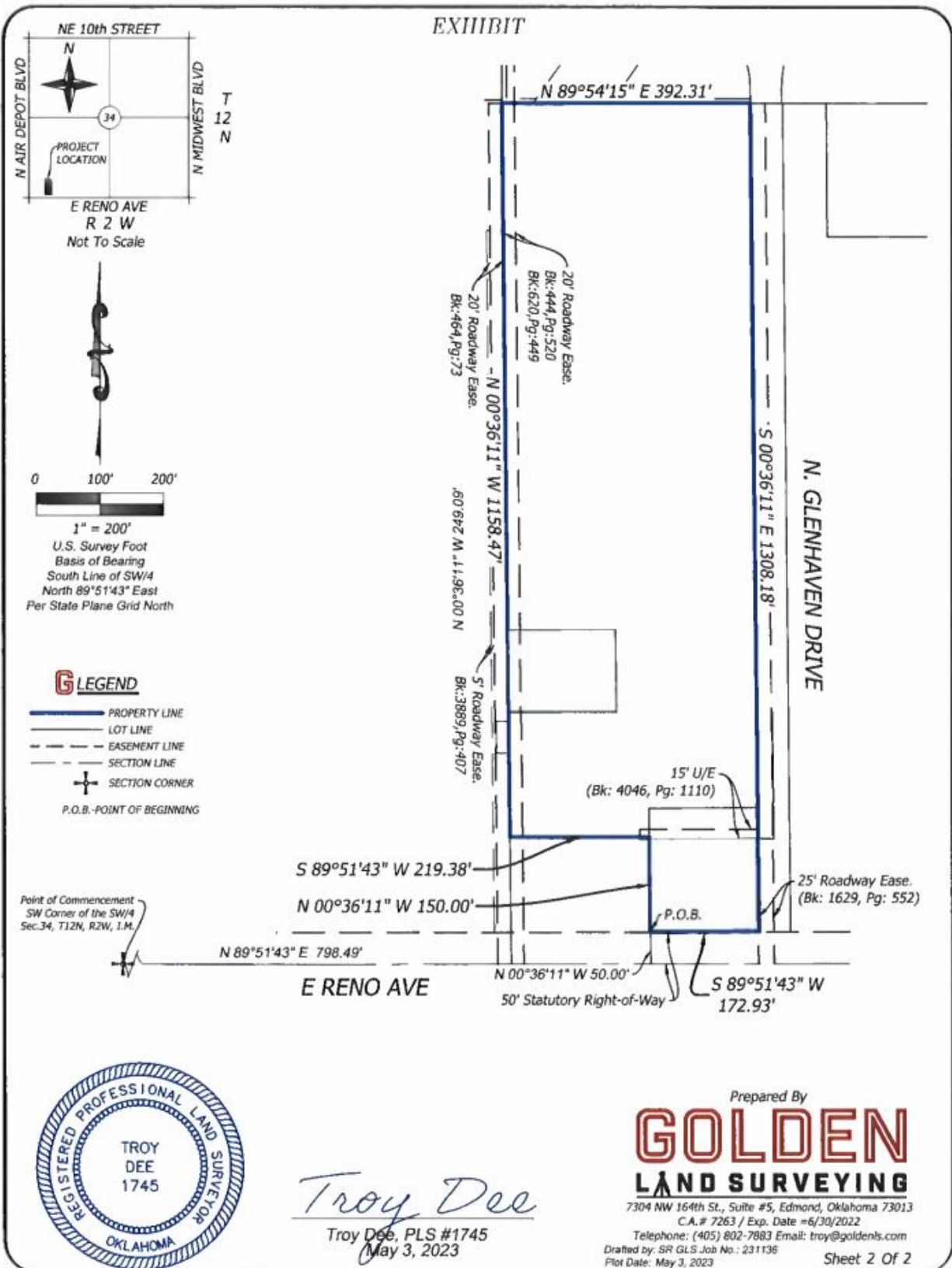
This instrument was acknowledged before me on May 11, 2023, by Jessica Louk, Abstract Manager.

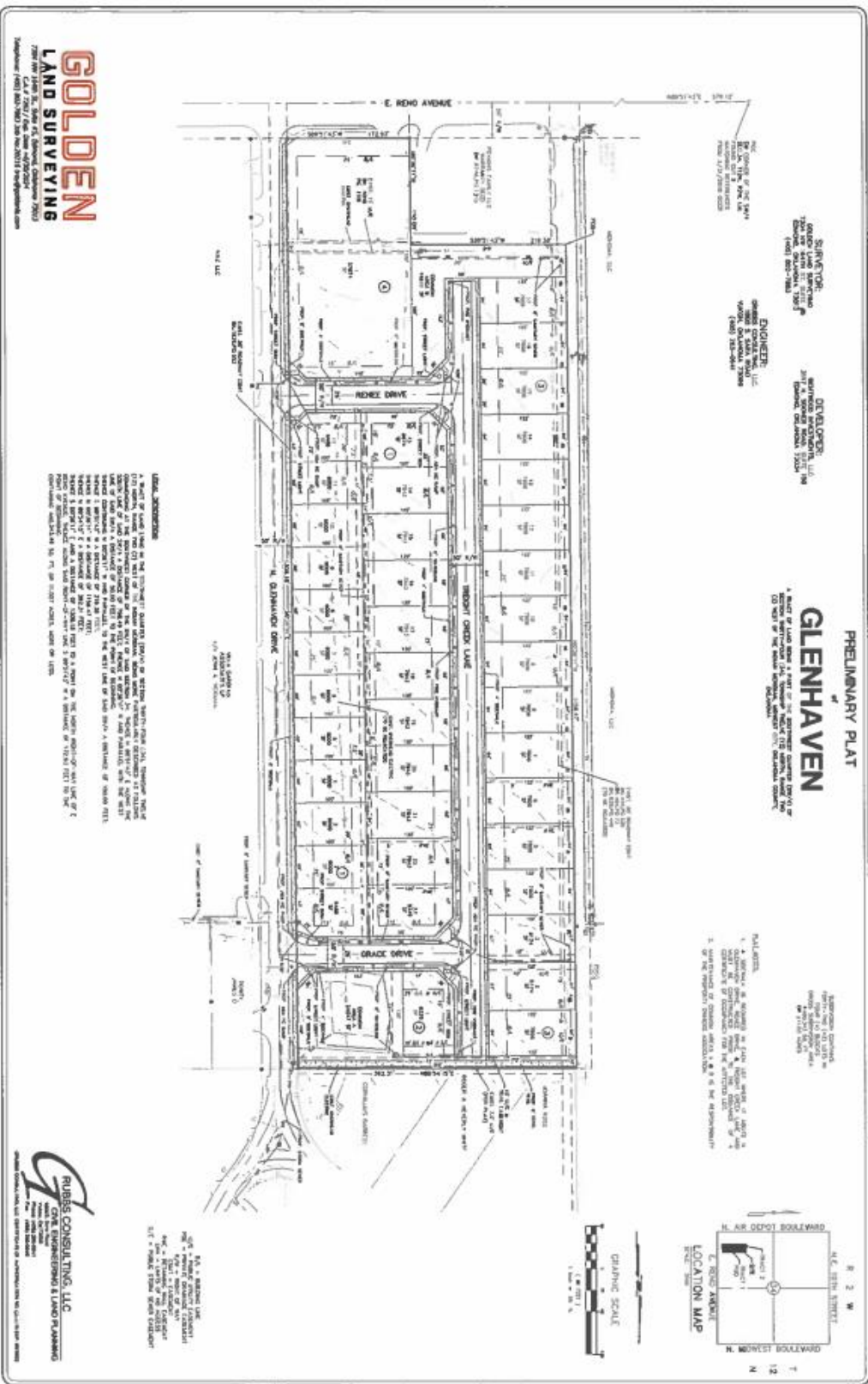


NOTARY PUBLIC

My commission expires:
Order No.: 2305-0052-20







To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023

Subject: (PC-2147) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Urban Edge for the property described as the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, also addressed as 8610 - 8620 - 8700 E. Main St., Midwest City, OK 73130.

Executive Summary: This item is a request to a preliminary plat for sixteen (16) total lots. There are three (3) existing structures on the property that are included in the plat, and the applicant, Mr. Emmanuel Acquah, is proposing to subdivide the remaining property into thirteen (13) lots for a mix of duplexes/single-family homes.

Engineering and Construction Services and Planning performed their review, and applicant has satisfied all necessary revisions requested by staff.

Stormwater reviewed and discovered there is a drainage flume coming off of St. George's Way, from the south on the west end that is not represented on the Stormwater Management Plan. Stormwater Manager is good with the applicant submitting an updated plan after this case is heard and prior to final plat approval.

The applicant's engineer, Jon Doyle of Cedar Creek Consultants, was present at Planning Commission and addressed the Commission.

Both state and local public notification requirements were met.

At the time of this writing, staff has not received any comments regarding this case.

Planning Commission recommended approval of this item. Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- July 5, 2023

City Council- July 25, 2023

Date of Pre-Development Meeting:

May 1, 2023

Council Ward: Ward 3, Vacant

Owner: Don & Gail Laughlin



Applicant: Emmanuel Acquah

Engineer: Jon Doyle, PE

Proposed Use: Duplexes

Size: The subject property has a frontage of 115 feet along E. Reno Avenue, and a depth of 172 feet, and contains an area of 24,017 square feet, more or less.

Preliminary Plat Expiration: If approved, expiration of preliminary plat will be 2 years from date of approval in accordance with Section 38.18.8. of the City of Midwest City's Subdivision Regulations.

Development Proposed by Comprehensive Plan:

Area of Request- Medium Density Residential

North- Single Family Detached Residential

South- Medium Density Residential

East- Single Family Detached Residential

West- Single Family Detached Residential

Zoning Districts:

Area of Request- Medium Density Residential District ("R-MD")

North- Single-Family Detached Residential District ("R-6")

South- High Density Residential District ("R-HD")

East- High Density Residential District with Special Use Permit ("R-HD" w/ "SUP")

West- Single-Family Detached Residential District ("R-6")

Land Use:

Area of Request- Vacant

North- Church; Residential (Single-Family)

South- Residential (Duplexes)

East- Residential (Duplexes)

West- Residential (Single-Family)

Comprehensive Plan Citation:

The future zoning land use for the subject lots are Medium Density Residential (MDR)

This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for "empty nesters" who may not want the maintenance of a large-lot single-family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

Municipal Code Citation:

Sec. 38.18. – Preliminary Plat

38.18.1. *Purpose*

The purpose of a preliminary plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance.

History:

1. This property was zoned as R-1-D in the 1985 Zoning Atlas.
2. (PC-2140) Property was rezoned to Medium Density Residential (“R-MD”) and the Comprehensive Plan was amended to Medium Density Residential (MDR).
3. Planning Commission recommended approval of this item July 5, 2023.

Next Steps:

If Council approves this preliminary plat, the applicant will then proceed with the final plat process if all conditions are imposed at the time of approval of the preliminary plat, as applicable, have been satisfied.

Staff Comments-

Engineering Staff Comments:

Note: This application is for the preliminary plat for the Urban Edge Addition located at 8610 E. Main Street.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the City prior to final plat application.

Water Supply and Distribution

There are public water mains bordering the proposed parcel, a six (6) inch line running along the north side of East Main Street and a six (6) inch line running along the south side of Patriot Drive terminated in the south east corner of the parcel.

The applicant is proposing public water main extensions throughout the development serving all of the proposed lots. The proposed lines will connect to Patriot Drive in the southeast and will extend to the north side of the property connecting to East Main Street. The lines will be within dedicated right of way reflected on the final plat.

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

Sanitary Sewerage Collection and Disposal

There are multiple public sewer mains servicing the proposed parcel, an eight (8) inch line running along the west side of the property and an eight (8) inch line running to the north east corner of the property.

The applicant is proposing public sewer main extensions throughout the development serving all of the proposed lots. The proposed lines will extend to the west side of the property connecting to the existing eight (8) inch public sanitary sewer. The lines will be within dedicated utility easements and right of way reflected on the final plat.

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

Streets and Sidewalks

Access to the parcel is from East Main Street and Patriot Drive.

All of the lots located in the proposed development will front either onto East Main Street or onto new public roads the applicant proposes to construct within the development providing access to every proposed lot. There is currently no sidewalk along East Main Street. Sidewalk will be constructed along the existing frontage. The applicant is proposing sidewalk throughout the development along all of the proposed frontages and will connect to the Patriot Drive sidewalks located at the southeast corner of the parcel.

Improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Drainage and Flood Control, Wetlands, and Sediment Control

The parcel currently generally sheet flows from the southwest part of the area of request to the northwest part draining into an existing drainage inlet located at the northwest corner of the site.

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009.

The applicant has proposed to construct a common detention pond to collect most of the onsite runoff. The proposed roadways will collect the surface runoff and carry it to the detention facility. The detention pond outlet will discharge runoff into underground storm pipe that will convey the water to the City's existing drainage infrastructure located at the northwest corner of the site. The proposed detention pond will create a net decrease in the flow rate of the water flowing to the City's existing infrastructure.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

Engineering Photos



West from Patriot Drive



Northwest from Patriot Drive



West along Patriot Drive



East along East Main



South along the west side of the property



South along the east side of the property



West along East Main

Fire Marshal's Comments:

- There are no fire code violations currently noted for the address listed as the site is currently not developed.
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per City of Midwest City's Code of Ordinances Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance of building permit(s).
- Water meter(s) shall be installed in "green belt" per City of Midwest City's Code of Ordinances Section 43-54.

Sanitary Sewer

- Sewer main extension plans shall be approved by Oklahoma Department of Environmental Quality and The City of Midwest City prior to Line Maintenance approval of building permit(s).

Sanitation

- No further comments with this case.

Stormwater

- Drainage flume coming off of St. George's Way from the south is not represented on the Stormwater Management Plan.

Applicant's engineer provided updated Stormwater Management Plan with the drainage flume, but there is one on the west end not indicated. Stormwater Manager is good with allowing the applicant to submit update after case is heard, but prior to submission of final plat.

Planning Division:

Staff met with the applicant May 1, 2023 for a Pre-Development meeting.

The purpose of this preliminary plat is to determine the preliminary layout of the subdivision and ensure that the development plans are following the City of Midwest City's Subdivision Regulations.

If this proposed subdivision is approved, all development will be required to meet the requirements of the governing zone.

Per Subdivision Regulation Code, Article III, Section 38-18.9. Preliminary plat expiration.

(a) *Two-year validity.*

(1) The approval of a preliminary plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval for construction plans and a final plat for the land area shown on the preliminary plat.

(2) If construction plans and a final plat application have not been approved within the two-year period, the preliminary plat shall expire.

(b) *Phased developments—Partial construction plans and final plat.* If construction plans and a final plat for only a portion of the land area shown on the preliminary plat are approved by the end of the two-year period, then the preliminary plat for the remainder of the land not included on the construction plans or final plat shall expire on such date.

(c) *Relationship to construction plans.* A preliminary plat shall remain valid for two (2) years or the period of time in which approved construction plans are valid, whichever is greater.

(d) *Action on final plat.* Should a final plat application be submitted within the two-year period, but not be acted upon by the city council within the two-year period, the preliminary plat shall expire unless an extension is granted as provided in section 38-18.9., Preliminary plat extension.

(e) *Void if not extended.* If the preliminary plat is not extended as provided in section 38-18.9., Preliminary plat extension, it shall expire and shall become null and void.

Action is at the discretion of the Council.

Action Required:

Approve or reject the Urban Edge Preliminary Plat for the property noted herein, subject to staff comments as found in the July 25, 2023 agenda packet and made part of PC-2147 file.

Suggested Motion:

“To approve Urban Edge Preliminary Plat for the property noted herein, subject to Staff Comments found in the July 25, 2023 City Council agenda packet and made a part of the PC-2147 file contingent upon the delineation of the before mentioned unrepresented drainage flume on the Stormwater Management Plan.”

Please feel free to contact my office at (405) 739-1223 with any questions.

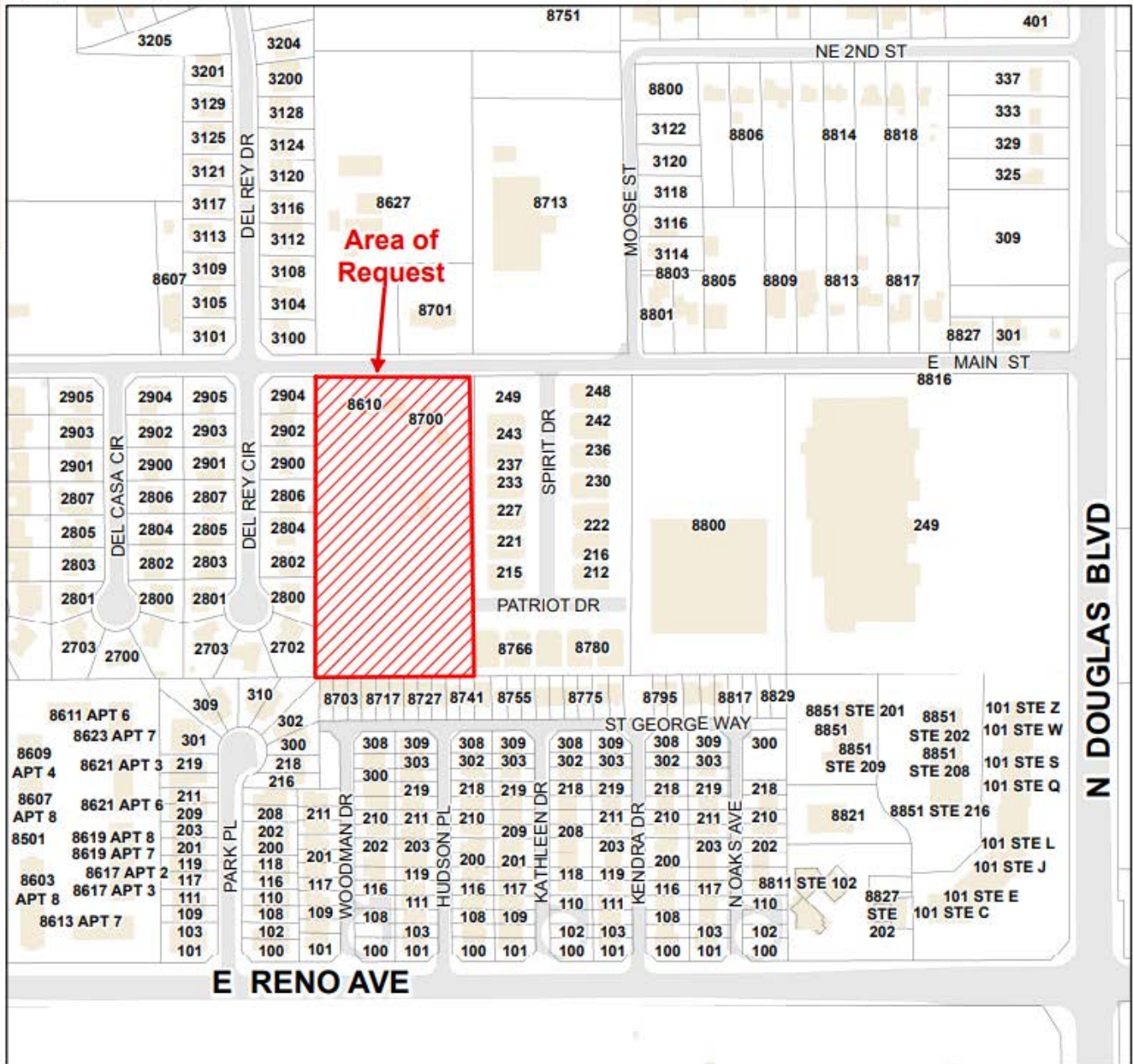


Emily Richey

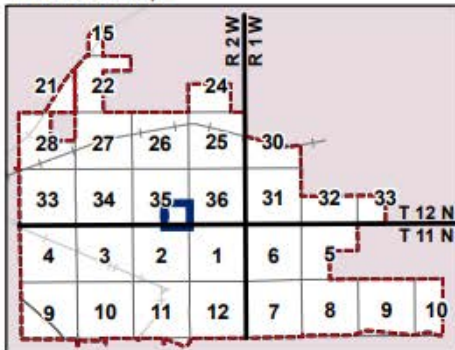
Current Planning Manager









Community Development / Information Technology - GIS



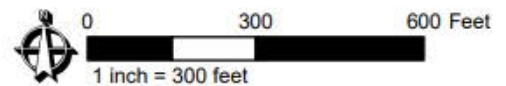
Locator Map



General Map Legend

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

**GENERAL MAP FOR
PC-2147
(SE/4, Sec 35, T12N, R2W)**



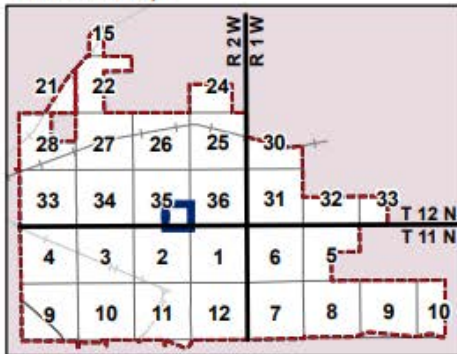
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Community Development / Information Technology - GIS



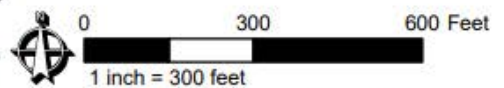
Locator Map



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

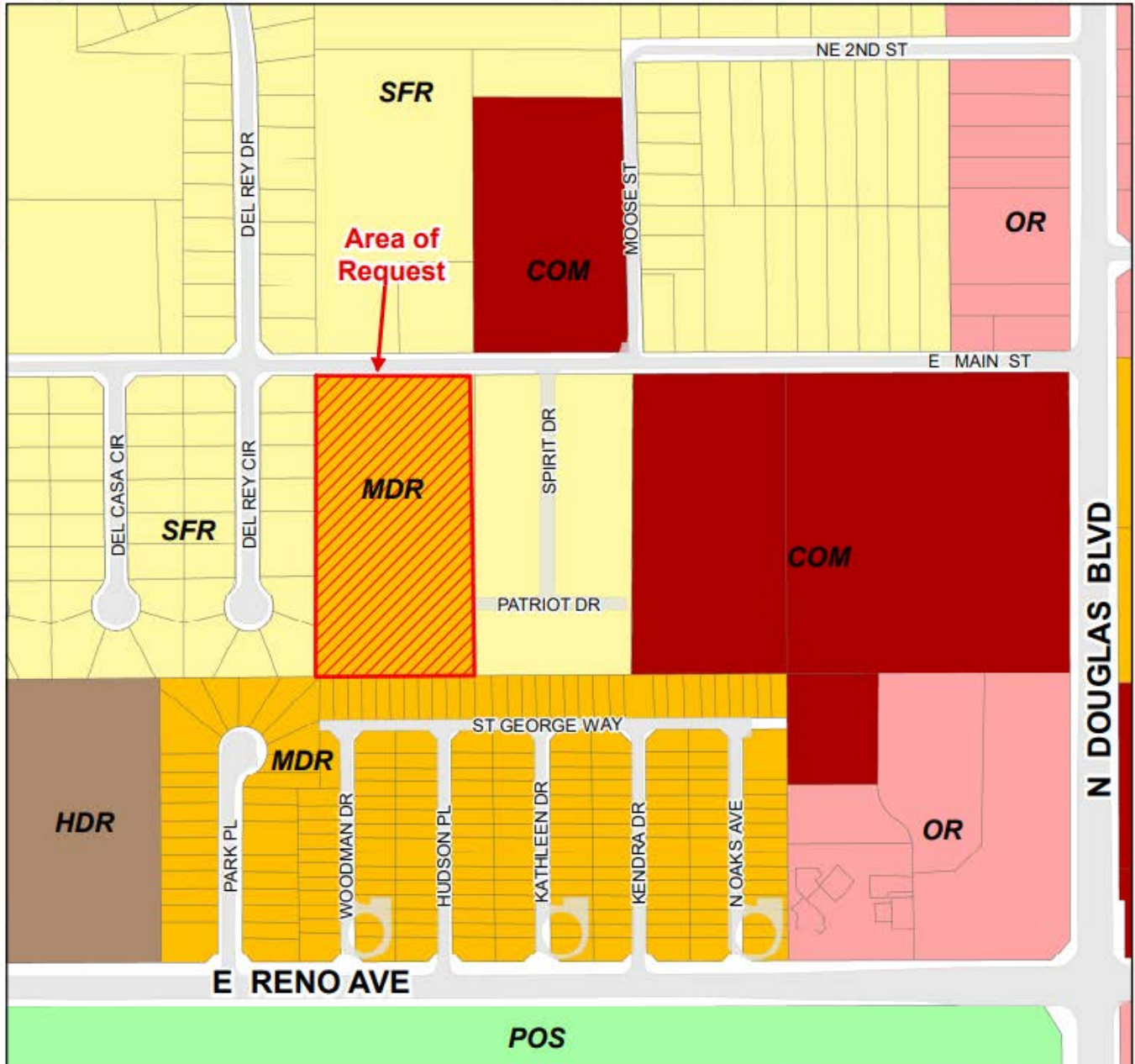
ZONING MAP FOR
PC-2147
(SE/4, Sec 35, T12N, R2W)



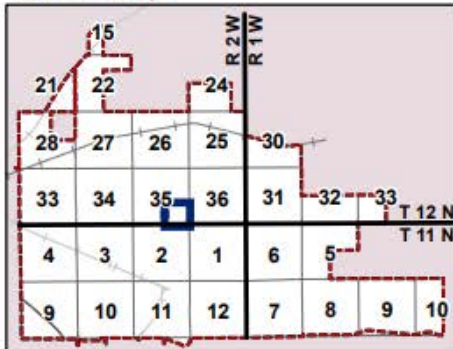
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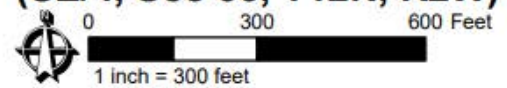
Locator Map



Future Land Use Legend

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

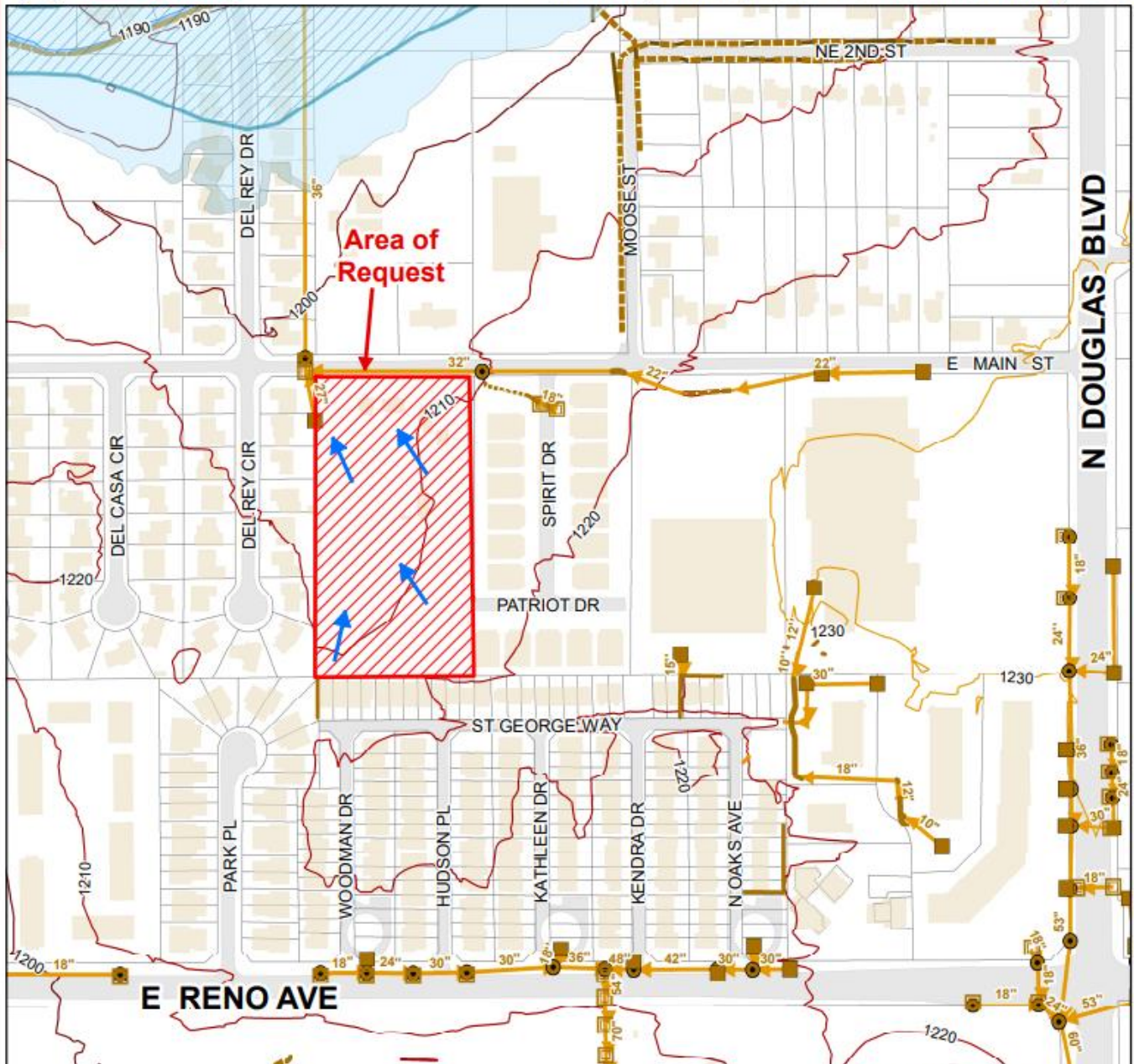
**FUTURE LAND USE
MAP FOR
PC-2147
(SE/4, Sec 35, T12N, R2W)**



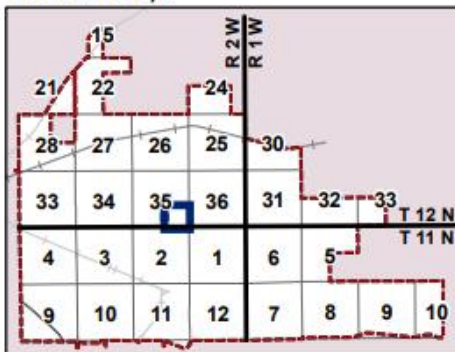
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Community Development / Information Technology - GIS



Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-2147 (SE/4, Sec 35, T12N, R2W)

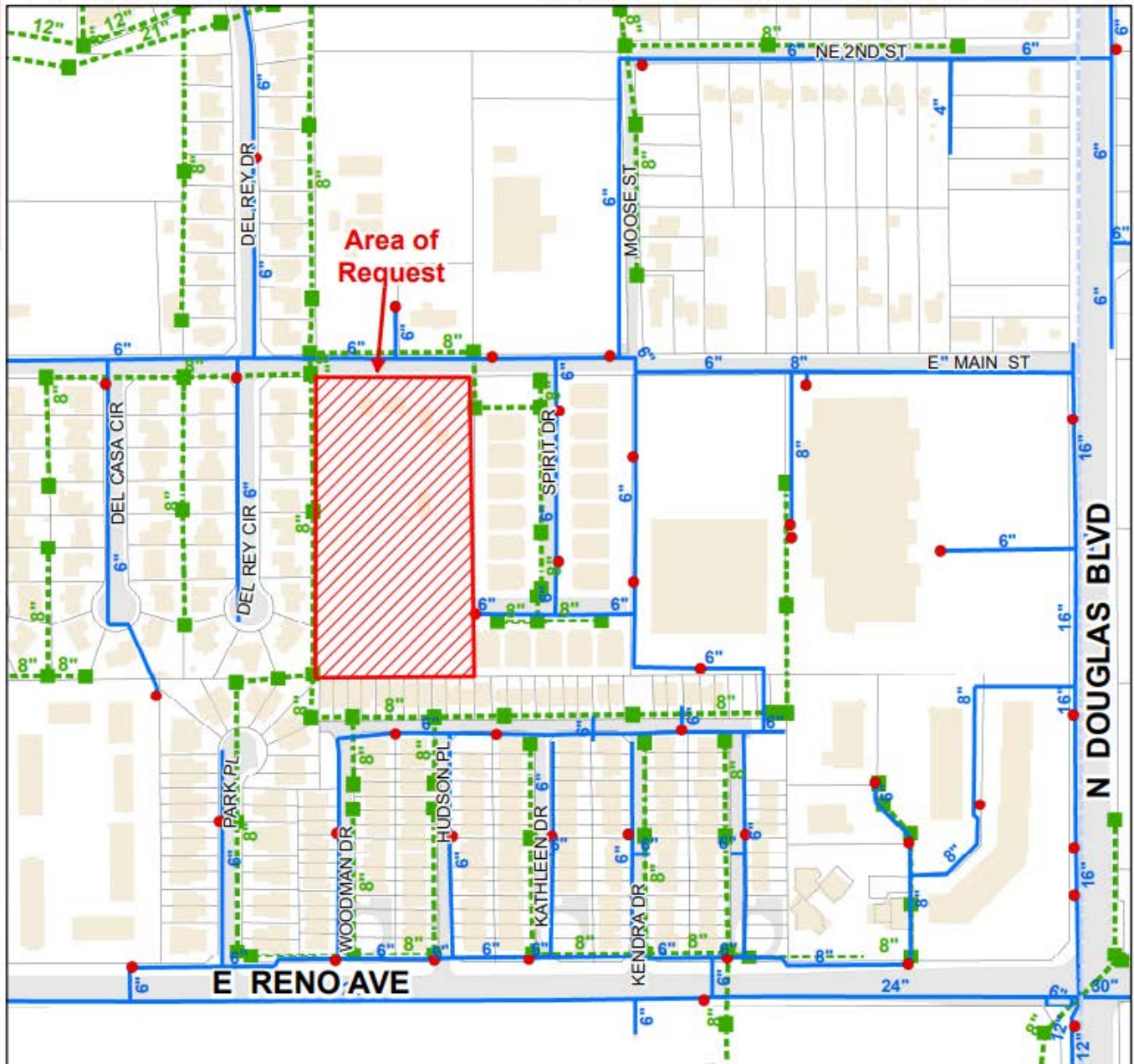
0 300 600 Feet

1 inch = 300 feet

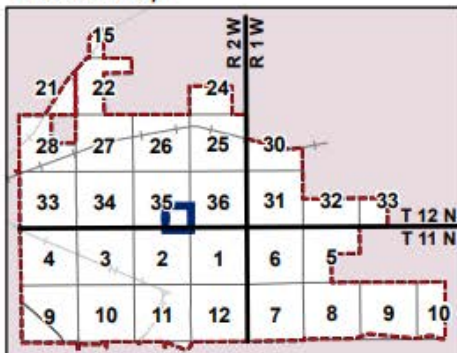
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Community Development / Information Technology - GIS



Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2147
(SE/4, Sec 35, T12N, R2W)**

0 300 600 Feet
1 inch = 300 feet

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2147



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

PLAT APPLICATION

Property Information

Addition Name: URBAN EDGE ADDITION		Address/Location: 8610-8620-8700 E. MAIN ST, MWC	
Lot(s):	Block:	Current Zoning: R-MD	Proposed Zoning:
# of Acres: 5.0477	# of Lots: 17	# of Units: 29	

Applicant Information

Name: EMMANUEL ACQUAATH		Company: AMANI DEVELOPERS LLC	
Mailing Address: 1617 SW 157TH ST			
City: OKLAHOMA CITY		State: OK	Zip: 73170
Phone: 7174068891	Fax:	Email: AMANI.MIDWESTCITY@GMAIL.COM	

Owner Information

Name: DON & GAIL LAUGHLIN		Company:	
Mailing Address: 10500 S JODY WAY			
City: OKLAHOMA CITY		State: OK	Zip: 73165
Phone: 405 650 9705	Fax:	Email:	


Signature of Applicant

05/25/2023
Date

FOR OFFICE USE ONLY

Type of Plat	Fee	Required Meetings:	Date:
Preliminary Plat 0-10 acres - \$300.00 plus \$2.00 per lot 10-40 acres - \$400.00 plus \$2.00 per lot 40 acres or more - \$500.00 plus \$2.00 per lot		Pre Application Meeting:	
		Parkland Review Committee:	
		Planning Commission Meeting:	
Final Plat	\$300.00	City Council Meeting:	
Minor Plat	\$100.00		
Replat	\$300.00		
Amending Plat	\$150.00	Reviewed by:	

Exhibit "A"
Legal Description

The East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section 35, Township 12 North, Range 2 West of the Indian Meridian, According to the Government Survey thereof.

LETTER OF AUTHORIZATION

Don & Gail Laughlin, (the property owner of record) or (an agent of the property owner of record) authorize the firm of Cedar Creek Engineering, to make application for municipal approvals and to do all things necessary for the advancement of such application with respect to the property at the following location 8610 E Main St., Midwest City, OK 73110

By: Don Laughlin

Title: Owner

Date: 5/23/23

Emma Conaughty
#01016602
Exp 10/02/25



2021062901115407 B: 14801 P: 1400
06/29/2021 02:21:53 PM Pgs: 2
Fee: \$20.00 Doc Stamp: \$345.00
David B. Hooten, County Clerk
Oklahoma County --State of Oklahoma



JOINT TENANCY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Breck E. Stogsdill and Patricia A. Stogsdill, Husband and Wife, party of the first part, in consideration of the sum of TEN AND NO/100 DOLLARS, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged do hereby grant, bargain, sell and convey unto Don Laughlin and Gail Laughlin, husband and wife as joint tenants and not as tenants in common, with right of survivorship, the whole estate to vest in the survivor, parties of the second part, the following described real property situated in Oklahoma County, State of Oklahoma, to wit:

THE EAST HALF (E/2) OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 35, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, ACCORDING TO THE GOVERNMENT SURVEY THEREOF.

Less and except all oil, gas, and other minerals in and under the land

Property Address: 8610 - 8620 - 8700 E. Main Street; Midwest City, OK

Together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, made or suffered to be made by the parties of the first part.

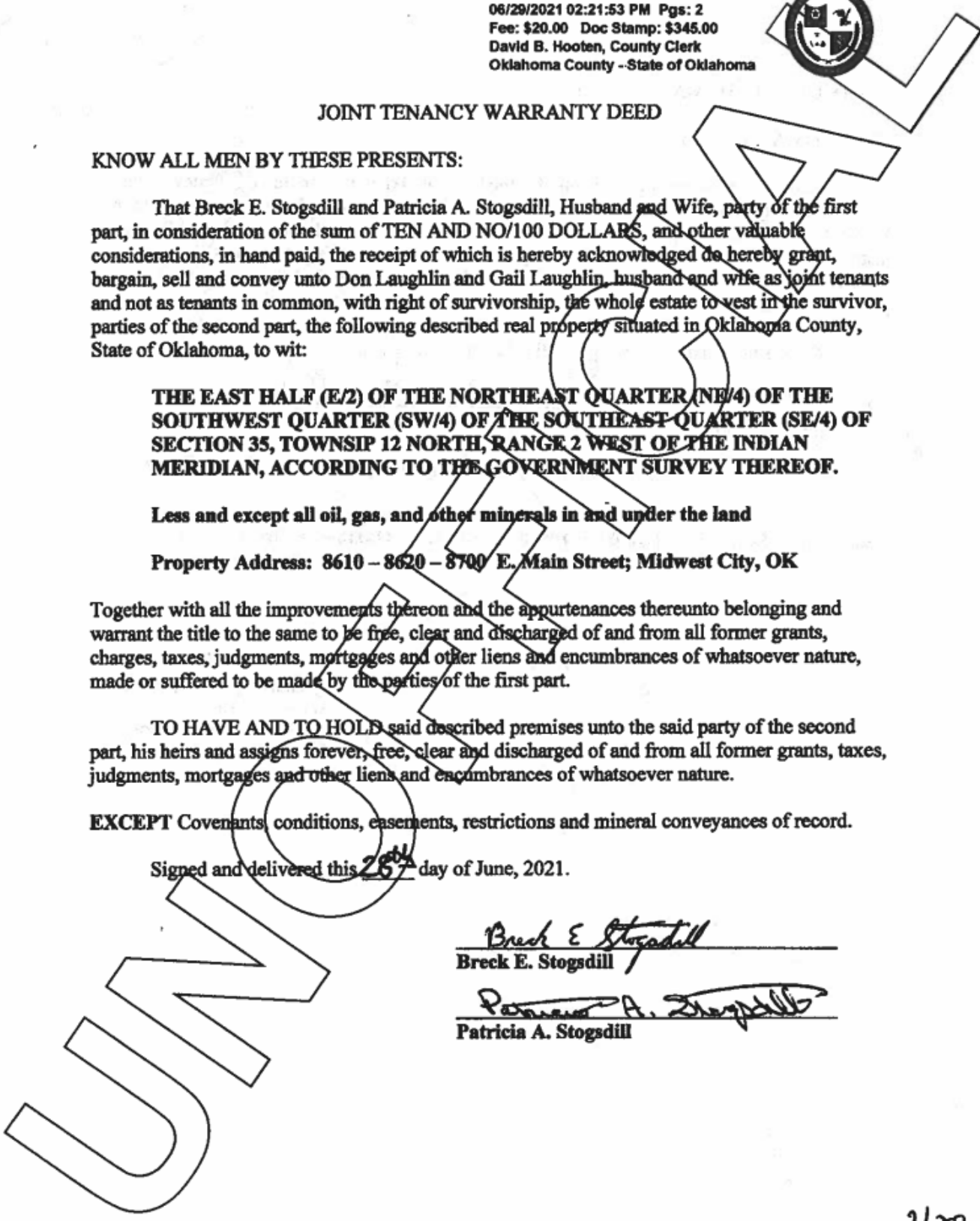
TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns forever, free, clear and discharged of and from all former grants, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

EXCEPT Covenants, conditions, easements, restrictions and mineral conveyances of record.

Signed and delivered this 26th day of June, 2021.

Breck E. Stogsdill
Breck E. Stogsdill

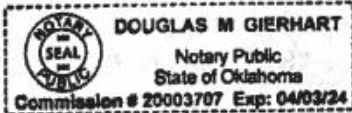
Patricia A. Stogsdill
Patricia A. Stogsdill



STATE OF OKLAHOMA)
)
OKLAHOMA COUNTY) SS.

Before me, a Notary Public in and for the State of Oklahoma, on this 28th day of June, 2021, personally appeared Breck E. Stogsdill and Patricia A. Stogsdill, husband and wife, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.



Douglas M Gierhart

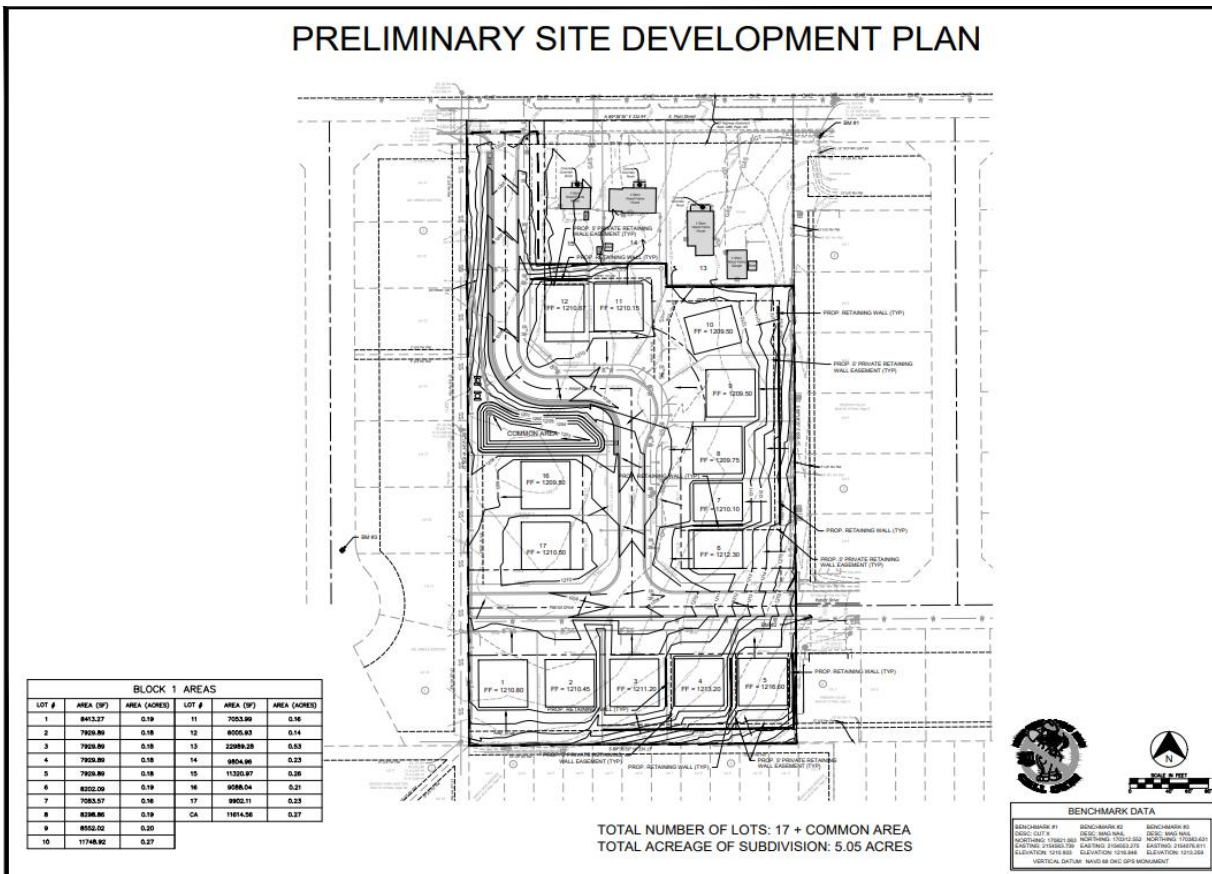
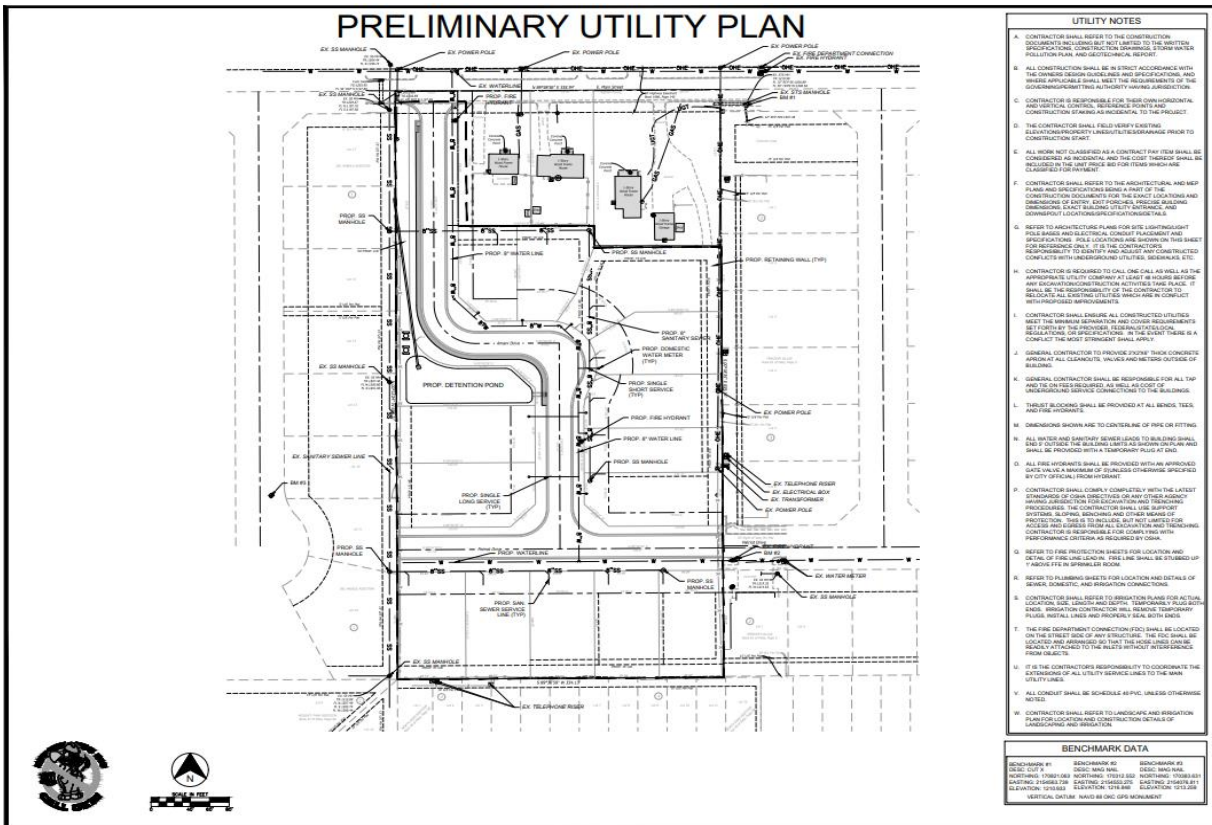
Notary Public

My Commission Expires: 04/03/2024 My Commission Number: 20003707

Return to: Don & Gail Laughlin; 10500 S. Jody Way; Oklahoma City, OK 73165

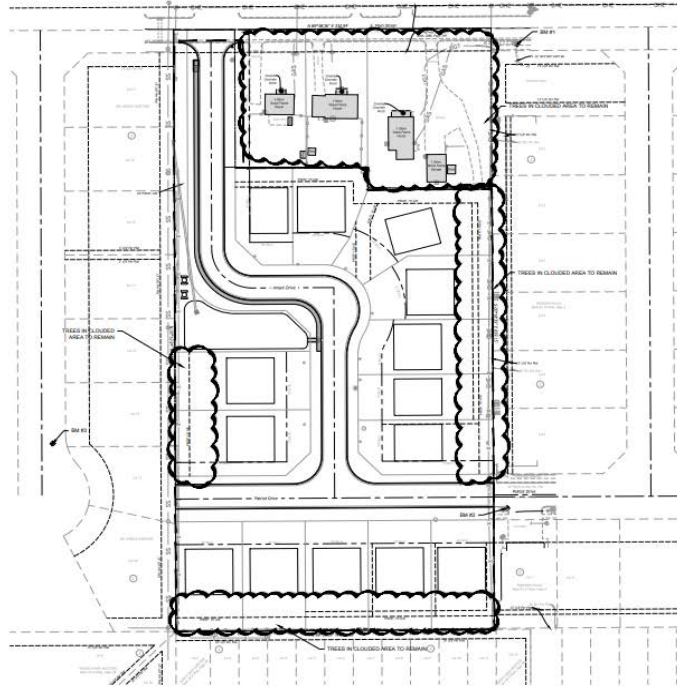
KENNETH R. MASSEY
PO BOX 1142
CHOCTAW, OK 73020

UNOFFICIAL



TOTAL NUMBER OF LOTS: 17 + COMMON AREA
TOTAL ACREAGE OF SUBDIVISION: 5.05 ACRES

TREE CANOPY MANAGEMENT PLAN



BENCHMARK DATA

BENCHMARK #1	BENCHMARK #2	BENCHMARK #3
DESI CUT #	DESI 1402 144	DESI 1402 144
BENCHMARK CLASS	BENCHMARK CLASS	BENCHMARK CLASS
ELEVATION 1710.832	ELEVATION 1710.848	ELEVATION 1710.838
*VERTICAL DATUM: NAD 83 (DIN 1950 BENCHMARK)		



PROJECT
URBAN EDGE ADDITION
MIDWEST CITY, OK

PROJECT NUMBER: 23017
ISSUING DATE: 06.28.23
ISSUE DATE: 06.28.23

DATE

DESCRIPTION

REVISIONS

DATE

SCALE
C6.00

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023

Subject: (PC-2148) Public hearing, discussion, consideration, and possible action of approval of the Final Plat of 29th & Douglas Apartments described as a tract of land being a part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma.

Executive Summary: This case is for the approval of the 29th Street and Douglas Avenue Apartments final plat.

The applicant has opted to submit bonds for cost of water and sewer installation instead of the initially agreed upon letter of credit to fulfill the water and sewer requirements which meets the provision as outlined in the Midwest City Municipal Code.

The standard review for final plats was unable to be performed fully by staff from Engineering and Construction and Current Planning Division due to the construction of public improvements being satisfied after application is accepted.

Oklahoma Department of Environmental Quality (“ODEQ”) has rejected both water and sewer plans submitted by applicant. Applicant has submitted the requested revisions, and is awaiting approval.

Staff would like noted again that formal review for the submitted permits will not begin until the above requirements have been satisfied.

The applicant was present at Planning Commission and addressed the Commission.

Two surrounding property owners addressed the commission- one asked if there will be a fence between her property and the subject property, and the other is concerned with traffic on 29th streets.

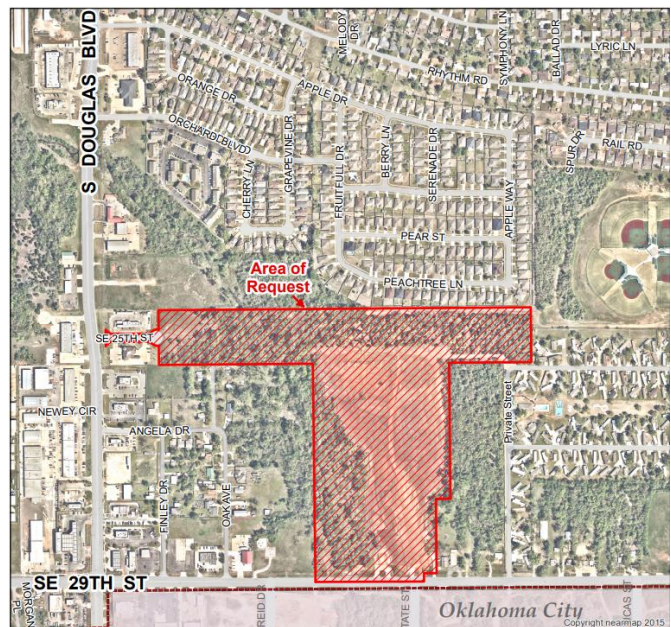
Both of the surrounding property owners’ concerns would have been best addressed at the rezone hearings. The final plat is the approval of the subdivision of property.

Staff recommends approval contingent upon ODEQ’s acceptance of revisions.

At the time of this writing, staff has not received any comments regarding this case.

Both state and local public notification requirements were met.

Action is at the discretion of the Planning Commission.



Dates of Hearing:

Planning Commission- July 5, 2023

City Council- July 25, 2023; August 11, 2023 (if item is unable to be heard July 25, 2023)

Date of Pre-Development Meeting:

May 5, 2023

Council Ward: Ward 2, Pat Byrne

Owner: JLOU Properties, LLC

Applicant: Mark W. Zitzow, AICP- Johnson & Associates

Proposed Use: Apartments and commercial lot

Size: The area of request has frontage along SE 29th Street as well as access off SE 25th Street, a depth of approximately 1600 feet, and an area of approximately 32.3 acres more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Office/Retail

North- Parks/Open Space

South- Oklahoma City

East- Office/Retail

West- Office/Retail

Zoning Districts:

Area of Request- Planned Unit Development (“PUD”), governed by High Density Residential District (“R-HD”) and Community Commercial District (“C-3”)

North- High Density Residential District (“R-HD”), Single-Family Detached Residential District (“R-6”), and Community Commercial District (“C-3”)

South- Oklahoma City

East- Single-Family Detached Residential District (“R-6”); Manufactured Home Park District (“R-MH-2”)

West- Single-Family Detached Residential District (“R-6”)

Land Use:

Area of Request- Vacant

North- The Orchard Addition

South- Oklahoma City

East- Village Oaks Addition

West- Finley’s Meadow Gardens

Comprehensive Plan Citation:

The future zoning land use for the subject property is High Density Residential Land Use (“HDR”)

Traditional apartment-type units in attached living complexes characterize high density residential land use. There are currently several high density residential areas within Midwest City. It should be noted that medium density uses should also be permitted in any area designated for high density use.

History:

1. May 2022, Council approved an ordinance to redistrict the property from R-6, Single-Family Residential, to PUD, Planned Unit Development, governed by the R-HD, High Density Residential District, as well as a tract governed by C-3, Community Commercial District, and a resolution to amend the Comprehensive Plan from POS, Parks and Open Spaces, and OR, Office Retail, to HDR, High Density Residential.
2. (PC-2134) Preliminary Plat was approved February 28, 2023.
3. Planning Commission recommended approval of final plat July 5, 2023 if ODEQ approval is received.

Next Steps:

If Council approves this final plat, the review process for submitted building plans can proceed.

Staff Comments-

Engineering Staff Code Citations and Comments:

Note: This application is for a final plat of the 29th and Douglas Apartments subdivision located off S.E. 29th Street.

Public Improvements

The requirements of the public improvements can be found in the Subdivision Regulations under:

Sec. 38-19. - Final plat.

Sec. 38-19.1. Purpose.

The purpose of a final plat is to ensure:

- (a) *Consistency with standards.* That the proposed subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities;
- (b) *Provide for public improvements.* That public improvements to serve the subdivision or development have been installed and accepted by the city or that provision for such installation has been made; and
- (c) *Other requirements and conditions.* That all other requirements and conditions have been satisfied or provided for to allow the final plat to be recorded

The applicant has met provision (b) by providing the City financial documentation insuring the construction of the public improvements after this application is accepted.

The final plat will not be heard until the Oklahoma Department of Environmental Quality's review of the water and sewer extensions servicing the project is approved and complete.

Fire Marshal's Comments:

- There are no fire code violations currently noted for the address listed as the site is currently not developed.
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Public Works' Comments:

Line Maintenance

Water

- Need Oklahoma Department of Environmental Quality (ODEQ) approved plans prior to review.
- Any required water main extensions shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22.

- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in "Green Belt" per Midwest City Municipal Code Section 43-54.

Sanitary Sewer

- Needing Oklahoma Department of Environmental Quality (ODEQ) approved plans that show public and private split.
- Sewer main extension/relocation plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and/or the City of Midwest City prior to Line Maintenance approval of building permit(s).

Sanitation

- No additional comments with this case.

Stormwater

- No additional comments with this case.

Planning Division:

Staff met with the applicant May 5, 2023 for a Pre-Development meeting.

The floodway and floodplain are not indicated on the submitted final plat, they will need to be added.

Planning will begin its formal review for the building permits that were submitted in October 2022 when all contingent requirements have been satisfied.

Action is at the discretion of the Council

Action Required:

Approve or reject the final plat for the 29th Street & Douglas Avenue apartments for the property noted herein, subject to staff comments as found in the July 25, 2023 agenda packet and made part of PC-2148 file.

Suggested Motion:

"To approve the final plat for the 29th Street and Douglas Avenue Apartments for the property noted herein, subject to Staff Comments found in the July 25, 2023 City Council agenda packet and made a part of the PC-2148 file contingent upon receipt of approved water and sewer permits from Oklahoma Department of Environmental Quality."

Please feel free to contact my office at (405) 739-1223 with any questions.

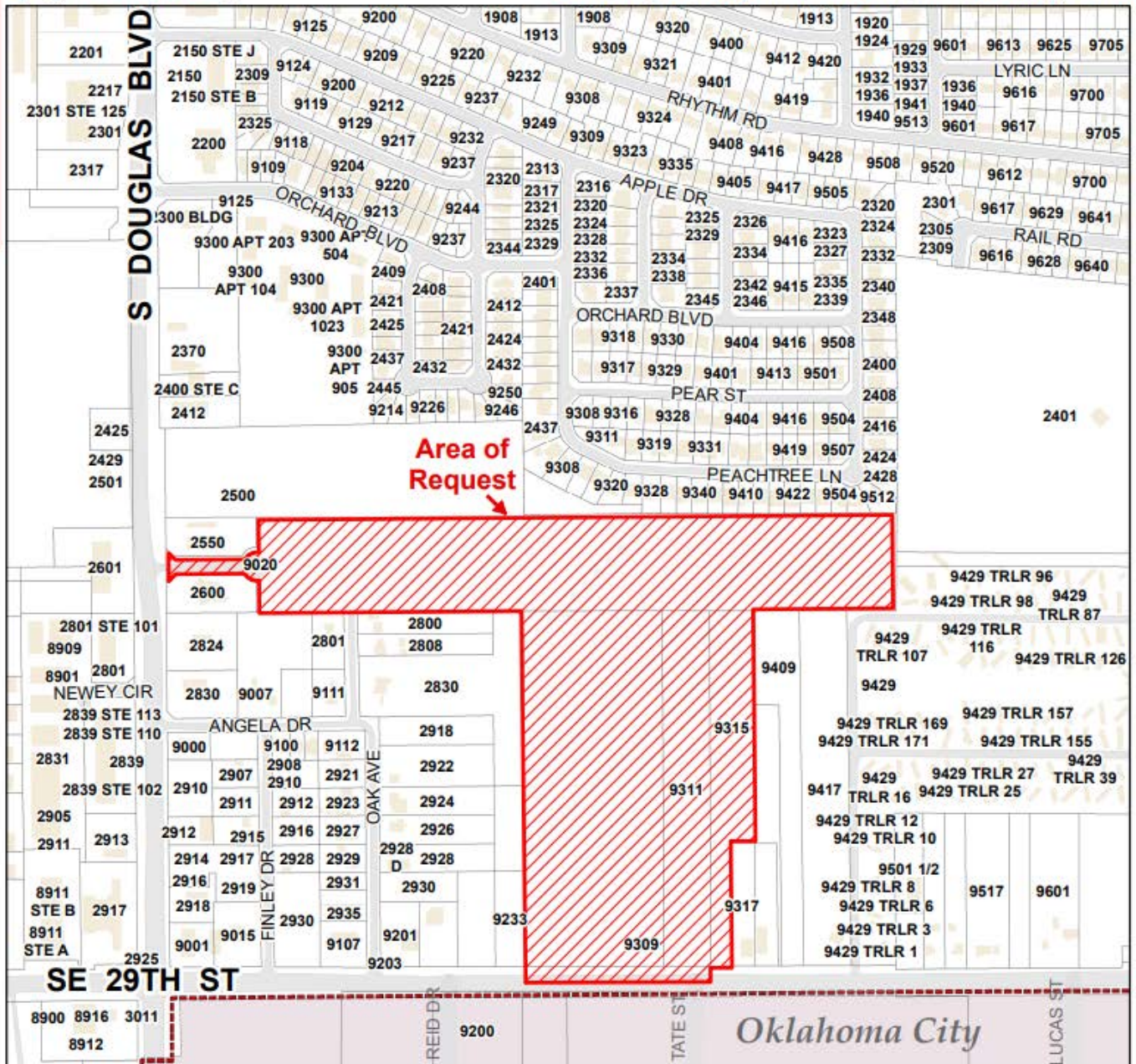


Emily Richey

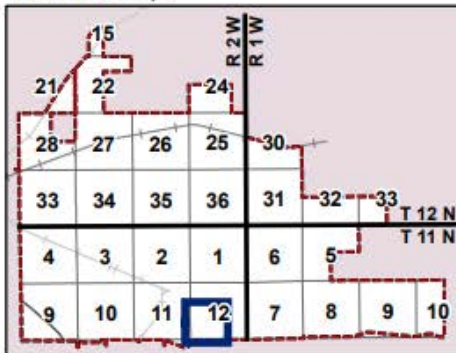
Current Planning Manager



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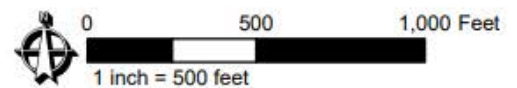
Locator Map



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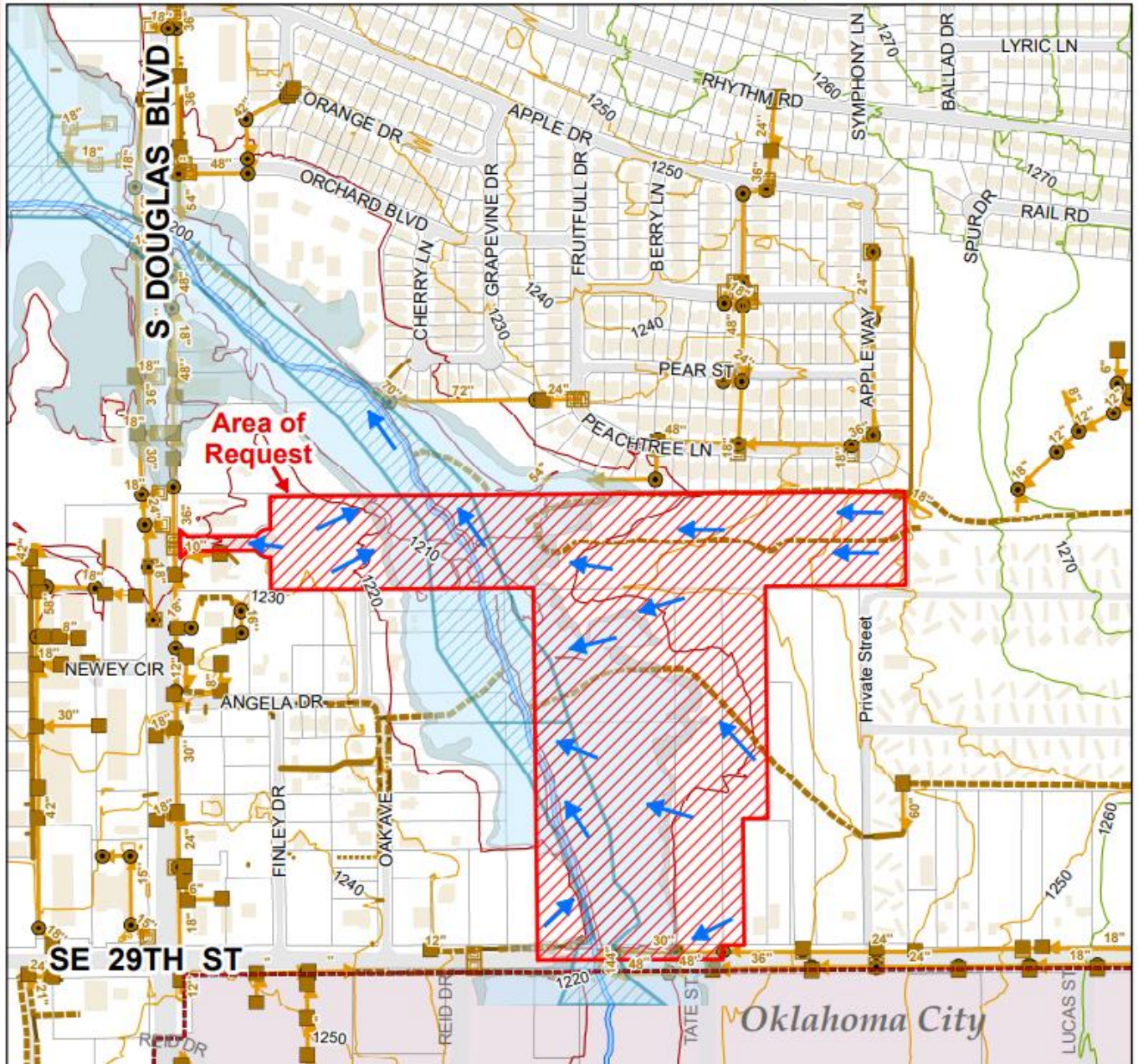
**GENERAL MAP FOR
PC-2148
(SW/4, Sec 12, T11N, R2W)**



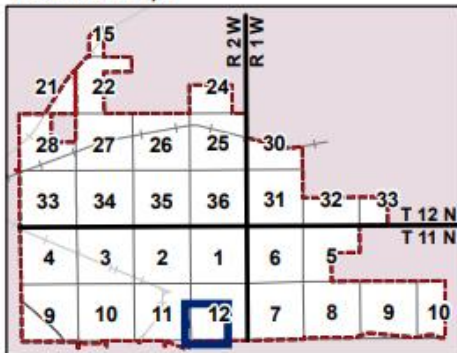
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Community Development / Information Technology



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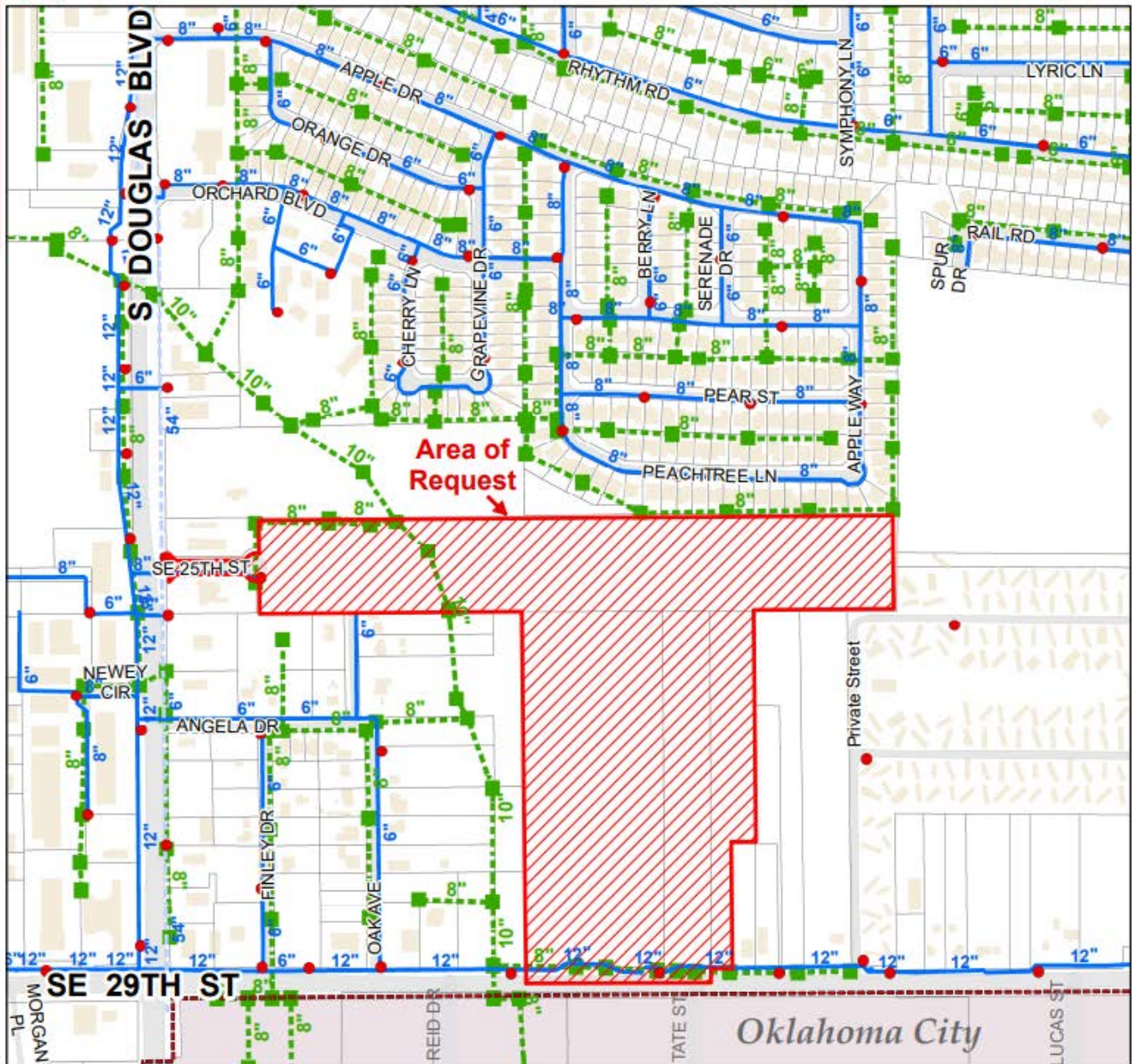
DRAINAGE LOCATION MAP FOR PC-2148 (SW/4, Sec. 12, T11N, R2W)

0 500 1,000 Feet
1 inch = 500 feet

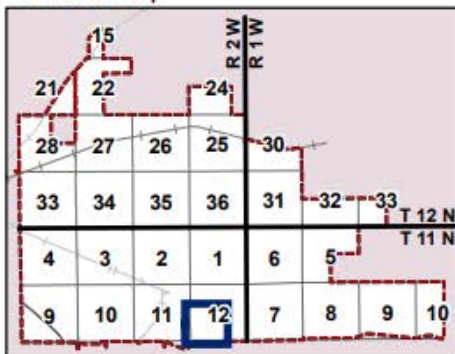
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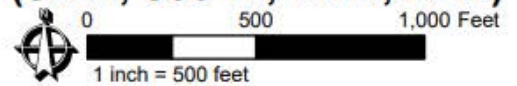
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 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2148
(SW/4, Sec 12, T11N, R2W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

PLAT APPLICATION

Property Information

Addition Name: 29th & Douglas Apartments		Address/Location: 9309 SE 29th Street	
Lot(s):	Block:	Current Zoning: PUD (R-HD & C-3)	Proposed Zoning: N/A
# of Acres: 41.1146	# of Lots: 3	# of Units: 296	

Applicant Information

Name: Mark W. Zitzow, AICP		Company: Johnson & Associates	
Mailing Address: 1 E Sheridan Ave, Suite 200			
City: Oklahoma City	State: OK	Zip: 73104	
Phone: (405) 235-8075	Fax:	Email: mzitzow@jaokc.com	

Owner Information

Name:		Company: RAMWC, LLC	
Mailing Address: 204 N Robinson, Suite 2211			
City: Oklahoma City	State: OK	Zip: 73102	
Phone: (405) 613-1297	Fax:	Email:	

[Handwritten Signature] _____ *[Handwritten Date]* _____
Signature of Applicant Date

FOR OFFICE USE ONLY

Type of Plat	Fee	Required Meetings:	Date:
Preliminary Plat 0-10 acres - \$300.00 plus \$2.00 per lot 10-40 acres - \$400.00 plus \$2.00 per lot 40 acres or more - \$500.00 plus \$2.00 per lot		Pre Application Meeting:	
		Parkland Review Committee:	
		Planning Commission Meeting:	
Final Plat	\$300.00	City Council Meeting:	
Minor Plat	\$100.00		
Replat	\$300.00		
Amending Plat	\$150.00	Reviewed by:	

LEGAL DESCRIPTION

29th & Douglas Apartments
Overall Tract

October 24, 2022

A tract of land being a part of Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and being all of a tract of land recorded in Book 14005, Page 741 (Brawdy Tract), all of a tract of land recorded in Book 13574, Page 1223 (J Lou North Tract), and a portion of a tract of land recorded in Book 11100, Page 971 (J Lou East Tract) being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°46'29" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,310.30 feet to the Southwest (SW) Corner of said Brawdy Tract, said point being the POINT OF BEGINNING;

THENCE North 00°39'56" West, along and with the West line of said Brawdy Tract, a distance of 1,315.40 feet to Northwest (NW) Corner of said Brawdy Tract, said point also being a point on the South line of said J Lou North Tract;

THENCE along and with the South and West line of said J Lou North Tract the following Six calls:

1. THENCE South 89°33'42" West, a distance of 927.70 feet;
2. THENCE North 00°33'15" West, a distance of 115.54 feet;
3. THENCE on a non-tangent curve to the right having a radius of 50.00 feet, a chord bearing of North 64°24'14" West, a chord length of 55.70 feet and an arc length of 59.08 feet;
4. THENCE South 89°33'42" West, a distance of 245.00 feet;
5. THENCE South 44°30'13" West, a distance of 35.32 feet;
6. THENCE North 00°33'15" West, a distance of 100.00 feet to the Northwest (NW) Corner of said J Lou North Tract;

THENCE along and with the North and West line of said J Lou North Tract the following Five calls:

1. THENCE South 45°29'47" East, a distance of 35.39 feet;
2. THENCE North 89°33'42" East, a distance of 245.00 feet;

Page 1 of 2

3. THENCE on a non-tangent curve to the right having a radius of 50.00 feet, a chord bearing of North 63°17'44" East, a chord length of 55.70 feet and an arc length of 59.08 feet;
4. THENCE North 00°33'15" West, a distance of 115.34 feet
5. THENCE North 89°33'42" East, a distance of 2,243.82 feet to the Northeast (NE) Corner of said J Lou North Tract;

THENCE South 00°39'30" East, along and with the East line of said J Lou North Tract, a distance of 329.98 feet to the Southeast (SE) Corner of said J Lou North Tract;

THENCE South 89°33'42" West, along and with the South line of said J Lou North Tract, a distance of 496.31 feet to the Northeast (NE) Corner of said J Lou East Tract;

THENCE along and with the East and South line of said J Lou East Tract the following Four calls:

1. THENCE South 00°35'36" East, a distance of 820.61 feet;
2. THENCE South 89°46'29" West, a distance of 87.50 feet;
3. THENCE South 00°35'36" East, a distance of 447.83 feet;
4. THENCE South 89°46'29" West, a distance of 76.36 feet to the Southwest (SW) Corner of said J Lou East Tract, said point also being a point on the East line of said Brawdy Tract;

THENCE South 00°39'53" East, along and with the East line of said Brawdy Tract, distance of 50.00 feet to the Southeast (SE) Corner of said Brawdy Tract;

THENCE South 89°46'29" West, along and with the South line of said Brawdy Tract, a distance of 654.97 feet to the POINT OF BEGINNING;

Containing 1,790,952 square feet or 41.1146 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

2022120901185199 B: 16342 P: 1756
12/09/2022 03:09:19 PM Pgs: 4
Fee: \$24.00
Kerrie Hudson, Deputy County Clerk
Oklahoma County - State of Oklahoma



After Recording Return to:
Hana Development
204 N. Robinson St. 2211
OKC, OK 73102

Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma Tower
Oklahoma City, OK 73102
710702200053

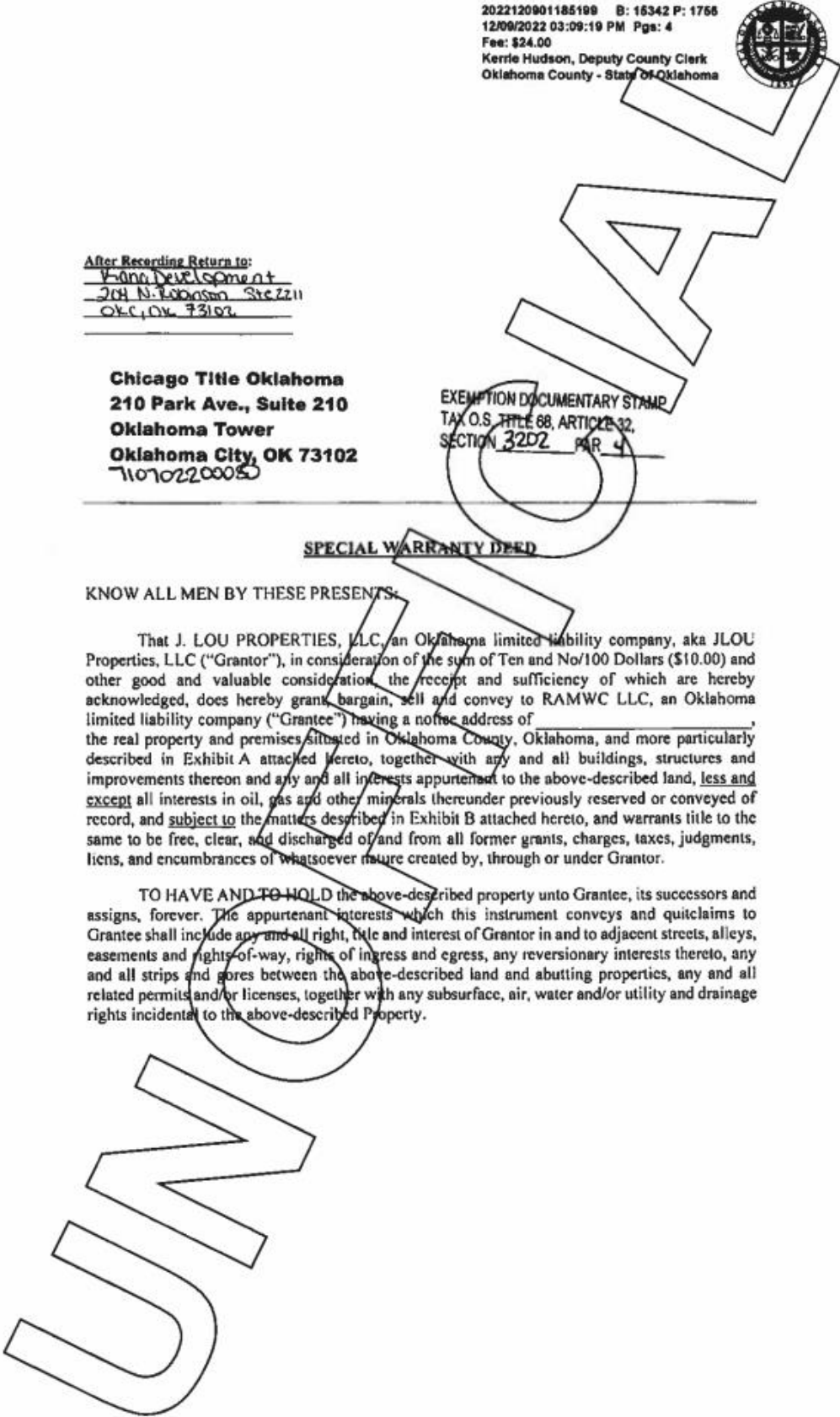
EXEMPTION DOCUMENTARY STAMP
TAX O.S. TITLE 68, ARTICLE 32,
SECTION 32D2 PAR 4

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That J. LOU PROPERTIES, LLC, an Oklahoma limited liability company, aka JLOU Properties, LLC ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to RAMWC LLC, an Oklahoma limited liability company ("Grantee") having a notice address of _____, the real property and premises situated in Oklahoma County, Oklahoma, and more particularly described in Exhibit A attached hereto, together with any and all buildings, structures and improvements thereon and any and all interests appurtenant to the above-described land, less and except all interests in oil, gas and other minerals thereunder previously reserved or conveyed of record, and subject to the matters described in Exhibit B attached hereto, and warrants title to the same to be free, clear, and discharged of and from all former grants, charges, taxes, judgments, liens, and encumbrances of whatsoever nature created by, through or under Grantor.

TO HAVE AND TO HOLD the above-described property unto Grantee, its successors and assigns, forever. The appurtenant interests which this instrument conveys and quitclaims to Grantee shall include any and all right, title and interest of Grantor in and to adjacent streets, alleys, easements and rights-of-way, rights of ingress and egress, any reversionary interests thereto, any and all strips and gores between the above-described land and abutting properties, any and all related permits and/or licenses, together with any subsurface, air, water and/or utility and drainage rights incidental to the above-described Property.



IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed effective as of the 10th day of November, 2022.

J. LOU PROPERTIES, LLC, an Oklahoma limited liability company, aka JLOU Properties, LLC

By: _____
Name: JEFF JOHNSON
Title: Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 10th day of November, 2022, by Jeff Johnson as Manager of J. Lou Properties, LLC, an Oklahoma limited liability company, aka JLou Properties, LLC.



Dawn M Brooks
Notary Public
My Commission No. _____
My Commission Expires: _____

EXHIBIT A

A tract of land being a part of Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and being all of a tract of land recorded in Book 11100, Page 971 (JLOU East Tract) and a portion of a tract of land recorded in Book 13574, Page 1223 (JLOU North Tract), being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°46'29" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,985.27 feet to the Southwest (SW) Corner of the East Half (E/2) of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4);

THENCE North 00°39'53" West, along and with the West line of the East Half (E/2) of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4), a distance of 50.00 feet to the Southwest (SW) Corner of said JLOU East Tract, said point being the POINT OF BEGINNING;

THENCE continuing North 00°39'53" West, along and with the West line of the East Half (E/2) of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4) and the West line of said JLOU East Tract, a distance of 1,267.84 feet to the Northwest (NW) Corner of the East Half (E/2) of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4) and the Northwest (NW) Corner of said JLOU East Tract, said point lying on the South line of said JLOU North Tract;

THENCE South 89°33'42" West, along and with the North line of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4) and the South line of said JLOU North Tract, a distance of 654.98 feet to the Northwest (NW) Corner of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4);

THENCE North 00°35'36" West, departing said South line, a distance of 101.18 feet;

THENCE North 89°24'24" East, a distance of 840.92 feet;

THENCE South 00°26'18" East, a distance of 108.45 feet to a point on the North line of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4) and a point on the South line of said JLOU North Tract;

THENCE South 89°33'42" West, along and with the North line of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4) and the South line of said JLOU North Tract, a distance of 20.23 feet to the Northeast (NE) Corner of said JLOU East Tract;

THENCE along and with the East line of said JLOU East Tract, the following three (3) calls:

1. South 00°35'36" East, a distance of 820.61 feet;
2. South 89°46'29" West, a distance of 87.50 feet;
3. South 00°35'36" East, a distance of 447.83 feet to the Southeast (SE) Corner of said JLOU East Tract;

THENCE South 89°46'29" West, along and with the South line of said JLOU East Tract, a distance of 76.38 feet to the POINT OF BEGINNING.

EXHIBIT B

Ad Valorem taxes for 2022, and subsequent years, amounts of which are not ascertainable, due or payable.

Statutory Roadway Easement in favor of the State of Oklahoma across all Section lines.

Right of Way Contract in favor of Prairie Pipe Line Company recorded in Book 98, Page 420; as affected by Partial Release of Right of Way Contracts recorded in Book 4072, Page 355 and Partial Release of Right of Way recorded in Book 10499, Page 570.

Right of Way Contract in favor of Sinclair Refining Company recorded in Book 478, Page 554; as affected by Partial Release of Right of Way recorded in Book 10434, Page 1312.

Easement in favor of the State of Oklahoma recorded in Book 434, Page 593.

Final Order Establishing Prior Water Ground Water Rights in Oklahoma County recorded in Book 4840, Page 601.

Driveway Easement recorded in Book 7569, Page 564.

Easement in favor of the Prairie Pipe Line Company recorded in Book 98, Page 433.

Easement in favor of Sinclair Refining Company recorded in Book 478, Page 553.

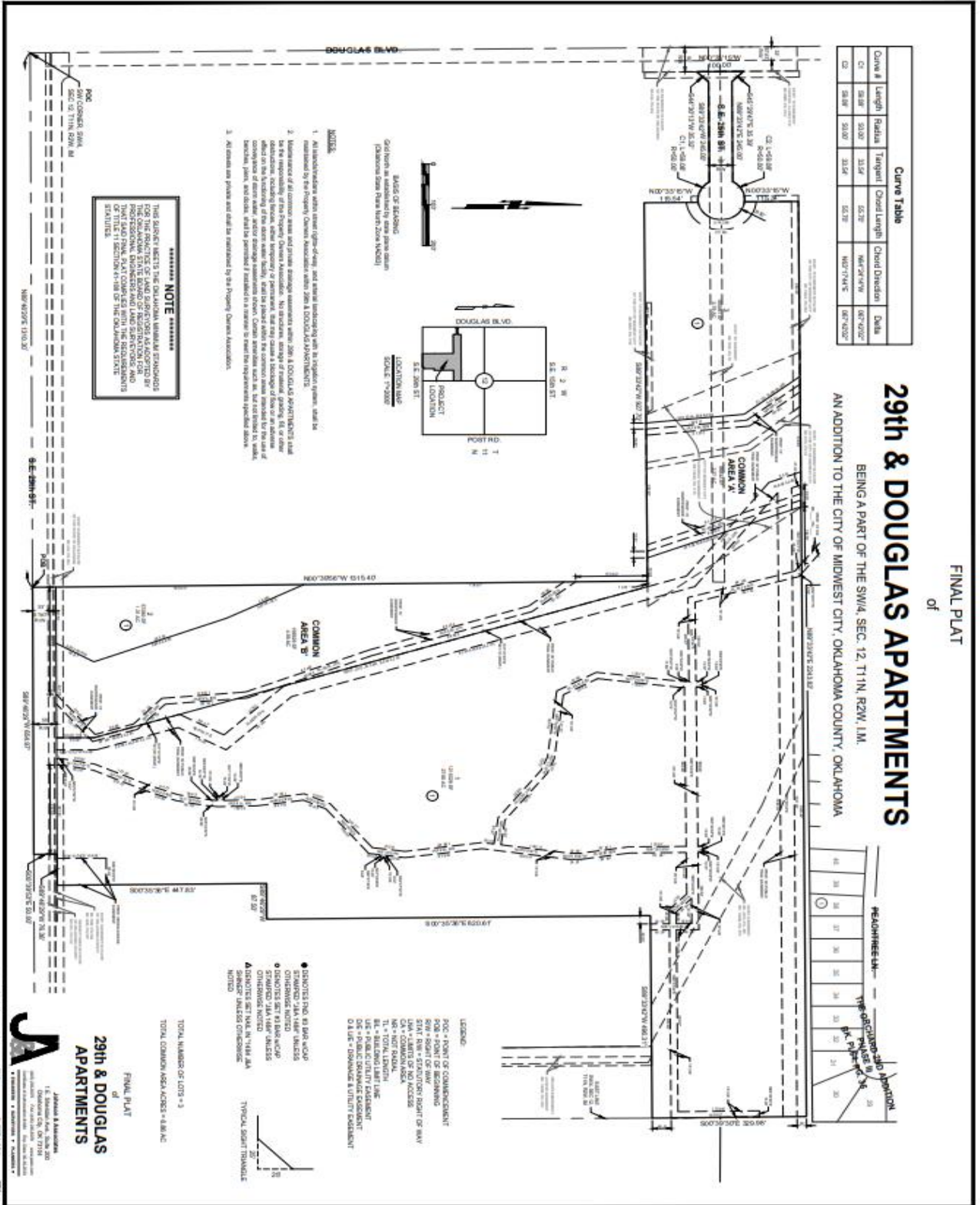
Easement in favor of the City of Midwest City recorded in Book 10400, Page 1175.

FINAL PLAT
of

29th & DOUGLAS APARTMENTS

BEING A PART OF THE SW¼, SEC. 12, T11N, R27W, L1M,
AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

Curve Table					
Curve #	Length	Radius	Tangent	Chord Distance	Delta
C1	58.88'	20.00'	13.54'	58.72'	90° 00' 00"
C2	58.88'	20.00'	13.54'	58.72'	90° 00' 00"



29th & DOUGLAS APARTMENTS

FINAL PLAT

TOTAL NUMBER OF LOTS = 3
TOTAL COMMON AREA ACRES = 0.48 AC

Johnston & Associates
1100 S. Lincoln Ave., Suite 200
Midwest City, OK 73110
Tel: 405.470.1100
www.johnstonandassociates.com

DATE: 7/25/23

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: July 25, 2023

Subject: Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Community Commercial District (“C-3”) to Medium-Density Residential (“R-MD”); and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Medium-Density Residential (“MDR”) for the property described as a part of the Southwest Quarter (SW ¼) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 227 W. Fairchild Dr., Midwest City, Oklahoma 73110.

Executive Summary: Mr. Al Sahli is proposing construction of six (6) one-bedroom, single-story, 576 square foot residential rental units near the intersection of S Air Depot Boulevard and W Fairchild Drive. Before building plans can be submitted, the City must amend the subject property from C-3 District to the R-MD District, with the prerequisite to approve a resolution amending the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Medium-Density Residential (“MDR”).

Mr. Sahli owns the paved lot at 2398 S Air Depot BL, which is a part of the same property. It serves as parking for The Catch and Tropical Smoothie Café restaurants. He plans to add spaces on the south side of this lot to ensure the development is code compliant.

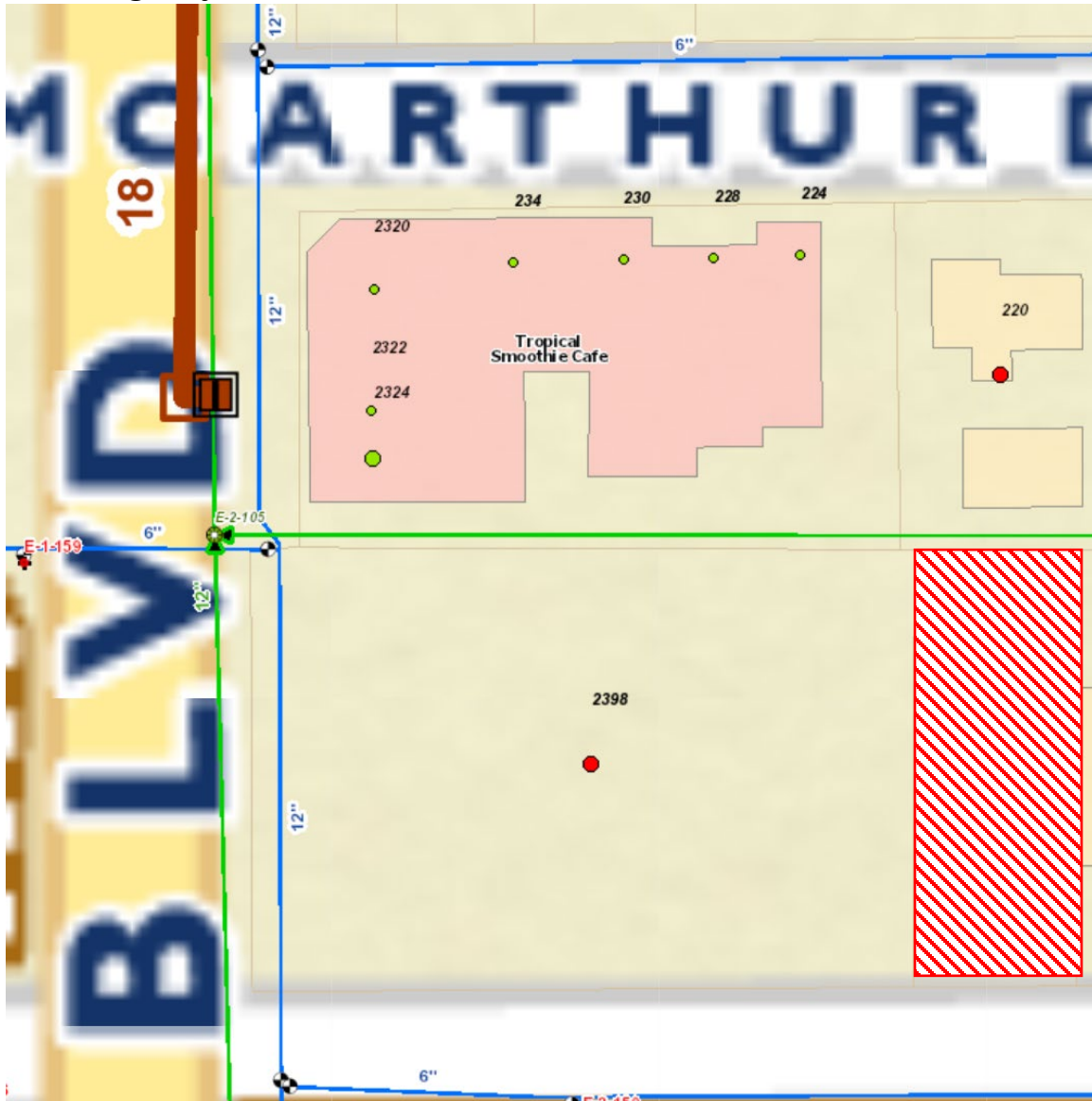
The conceptual site plan meets the development regulations for the Medium Density Residential zoning district, and building elevations appear to harmonize with the adjacent neighborhood.

At the time of this report, staff has received one (1) phone call from a surrounding property owner. The citizen was opposed to Mr. Sahli’s application alleging there were already problems from trash blowing out of the open dumpsters that serve the restaurants. The complainant felt the proposed development will only increase the likelihood the problem will increase. (Planning & Zoning has since contacted the Sanitation Department about additional monitoring).

The applicant was present and spoke in support of his proposal at July 5, 2023 Planning Commission hearing. Planning Commission unanimously recommended approval of this item, 7 – 0.



GIS Map Illustrating Subject Site, Utilities:



Date of Pre-Development Meetings: November 16, 2022, January 4, 2023

Council Ward: Susan Eads (1)

Owner/Applicant: Al Sahli; Air Depot Properties, LLC

Proposed Use: Residential rental units

Size: The subject property contains an area of 304,920 square feet (7 acres), more or less.

Development Proposed by Comprehensive Plan: North: Single-Family Detached Residential ("SFD")

South: SFD

East: SFD

West: SFD

Surrounding Zoning Districts: North: R-6 South: R-6
East: R-6 West: R-6

Current Land Use: Subject Site: Vacant
North: Residential
South: Residential
East: Residential
West: Parking lot

Comprehensive Plan Citation: The future zoning land use for the subject lot is SFD, Single-Family Detached Land Use:

“This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.”

The proposed use is *not* supported by the Comprehensive Plan, therefore a resolution to the Comprehensive Plan must be made.

Municipal Code Citation:

2.9. – R-MD, Medium Density Residential District

2.9.1. *General Description.* This is a residential district to provide for medium density housing ranging from ten (10) to twenty (20) dwelling units per gross acre. The principal use of land is for townhouses and low-rise multifamily dwellings.

Related recreational, religious, and educational uses normally located to service residential areas are also permitted to provide the basic elements of convenient, balanced, and attractive living areas.

History:

1. This property has been zoned Single-Family Detached Residential District since the adoption of the 1985 zoning code.
2. (PC-1915) The property was rezoned to Community Commercial District in September of 2017.
3. Planning Commission recommended approval of this item July 5, 2023.

Staff Comments-

Engineering Staff Comments:

Note: No public improvements improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a six (6) inch line running along the south side of West Fairchild Drive. Any new building permit will require tying to the public water system outline in Municipal Code 43-32.

Engineering Photos



McArthur Frontage



South to North of the area of request



North to South of the area of request



Parking Area

Sanitary Sewerage Collection and Disposal

Public sanitary sewer main service appears available via a six (6) inch line adjacent to the north side of the property. Municipal Code § 43-109 mandates new commercial construction must tap into the public sanitary sewer.

Streets and Sidewalks

West Fairchild Drive parallels the south side of the property and provides access. It is classified as a local road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

No further easements or right of way are likely to be required with this application.

Sanitation

- The property is required to meet and maintain Midwest City Ordinance No. 3427 (attached, pages 11-12) regarding trash dumpster(s) and enclosure before Certificate of Occupancy can be approved.
- The City's Solid Waste Manager would like to discuss with owner to propose extension of the current enclosure to accommodate two dumpsters side-by-side.

Stormwater

- No additional comments with this case.

Fire Marshal's Comments:

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

Public Works' Comments:

Line Maintenance

Water

- Water meter(s) shall be installed in "Green Belt" per Midwest City Municipal Code Section 43-54.

Planning Division:

Staff met with the applicant November 16, 2022 and January 4, 2023 for a Pre-Development meeting.

The conceptual plans show that the proposed project fits all development regulations within the Medium Density Residential District ("R-MD") without needing any modifications, therefore, a Simplified Planned Unit Development ("SPUD") is not needed. Formal review by applicable City departments will be conducted after plans have been submitted.

Carburetor Alley is part of a Revitalization Plan for the Air Depot Corridor to promote walkability, community, and "keeping it local." Mr. Sahli owns the property where Tropical Smoothie Café and The Catch are located, and expressed enthusiastic interest in partnering with the City for Carburetor Alley. His proposed units complement the plan.

Action is at the discretion of the Council.

Action Required:

To approve or reject the ordinance to redistrict from Community Commercial District (“C-3”) to Medium Density Residential (“R-MD”) and to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Medium Density Residential (“RMD”) for the property noted herein, subject to staff comments as found in the July 25, 2023 agenda packet and made part of PC-2144 file.

Suggested Motion:

Planning Commission recommends “Approving the ordinance redistricting 227 W. Fairchild Drive to the Medium Density Residential zoning district, and a resolution to amend the Comprehensive Plan to Medium Density Residential use subject to Staff Comments found in the July 25, 2023 City Council agenda packet and made a part of the PC-2150 file.”

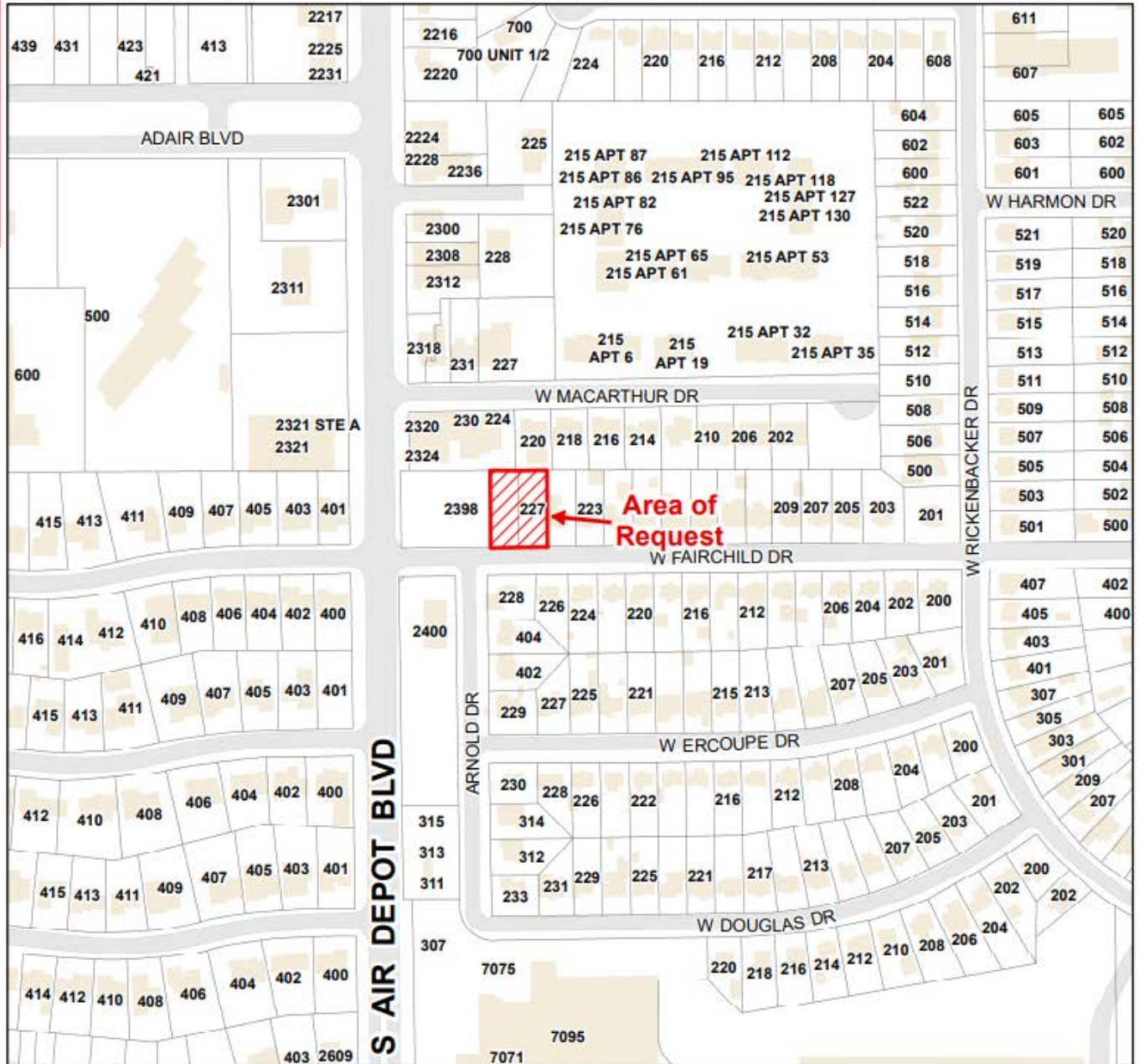
Please feel free to contact my office at (405) 739-1223 with any questions.



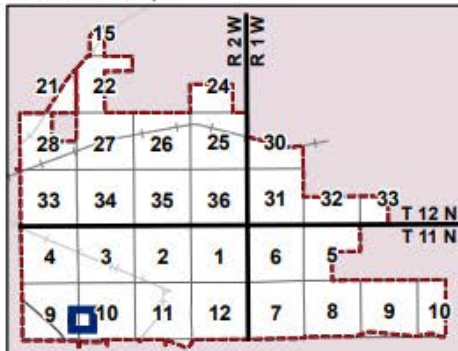
Emily Richey
Current Planning Manager



Community Development / Information Technology - GIS



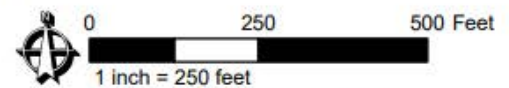
Locator Map



General Map Legend

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

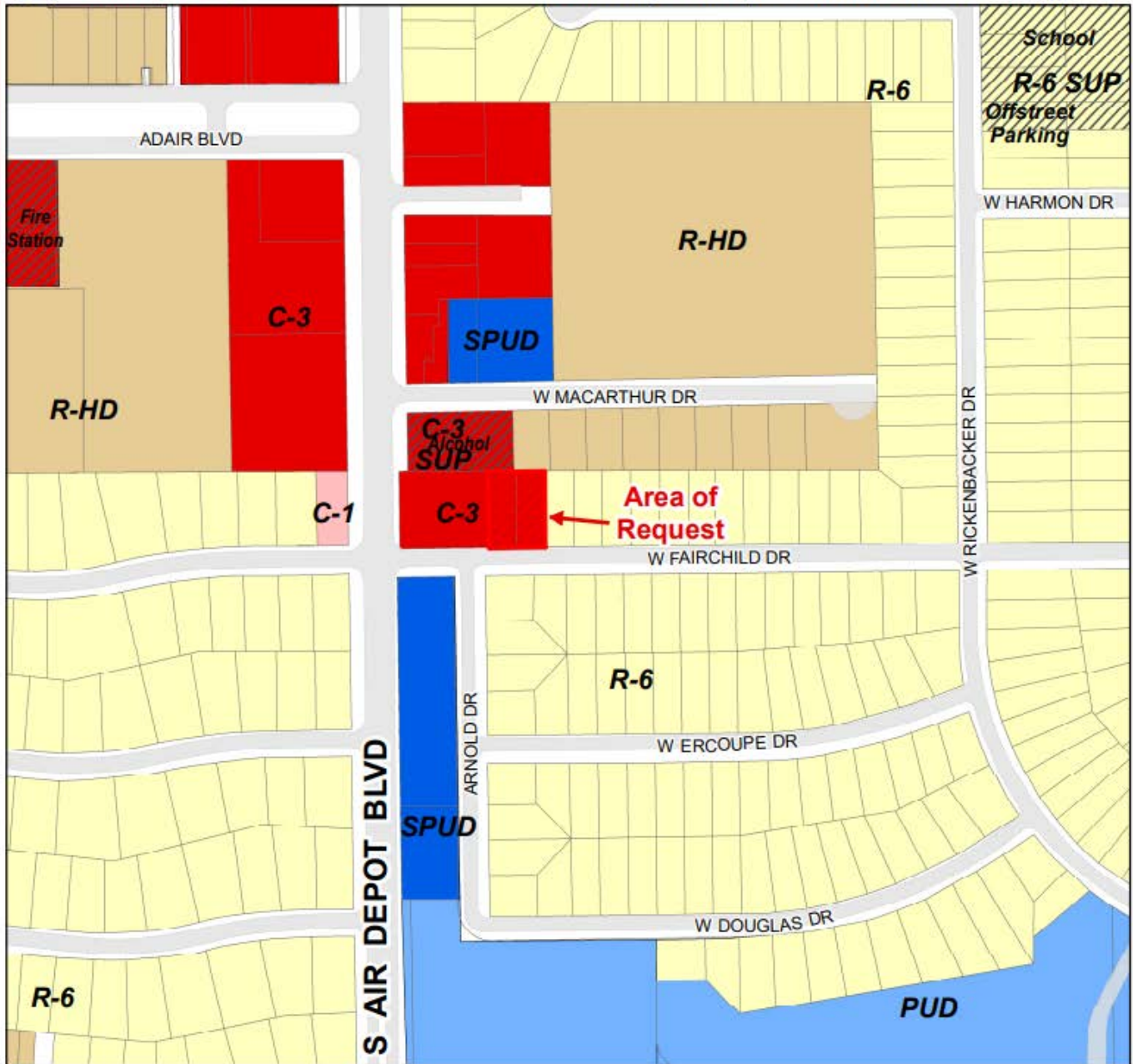
**GENERAL MAP FOR
PC-2150
(SW/4, Sec 10, T11N, R2W)**



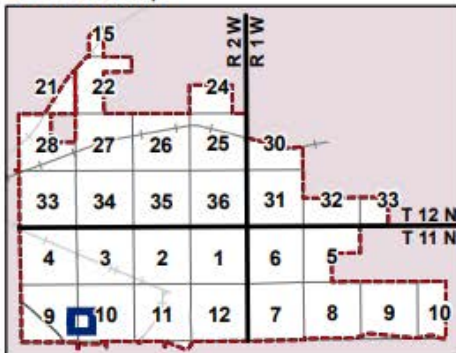
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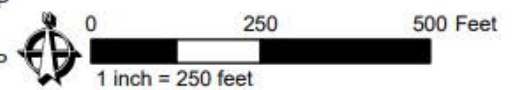
Locator Map



Current Zoning Legend

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

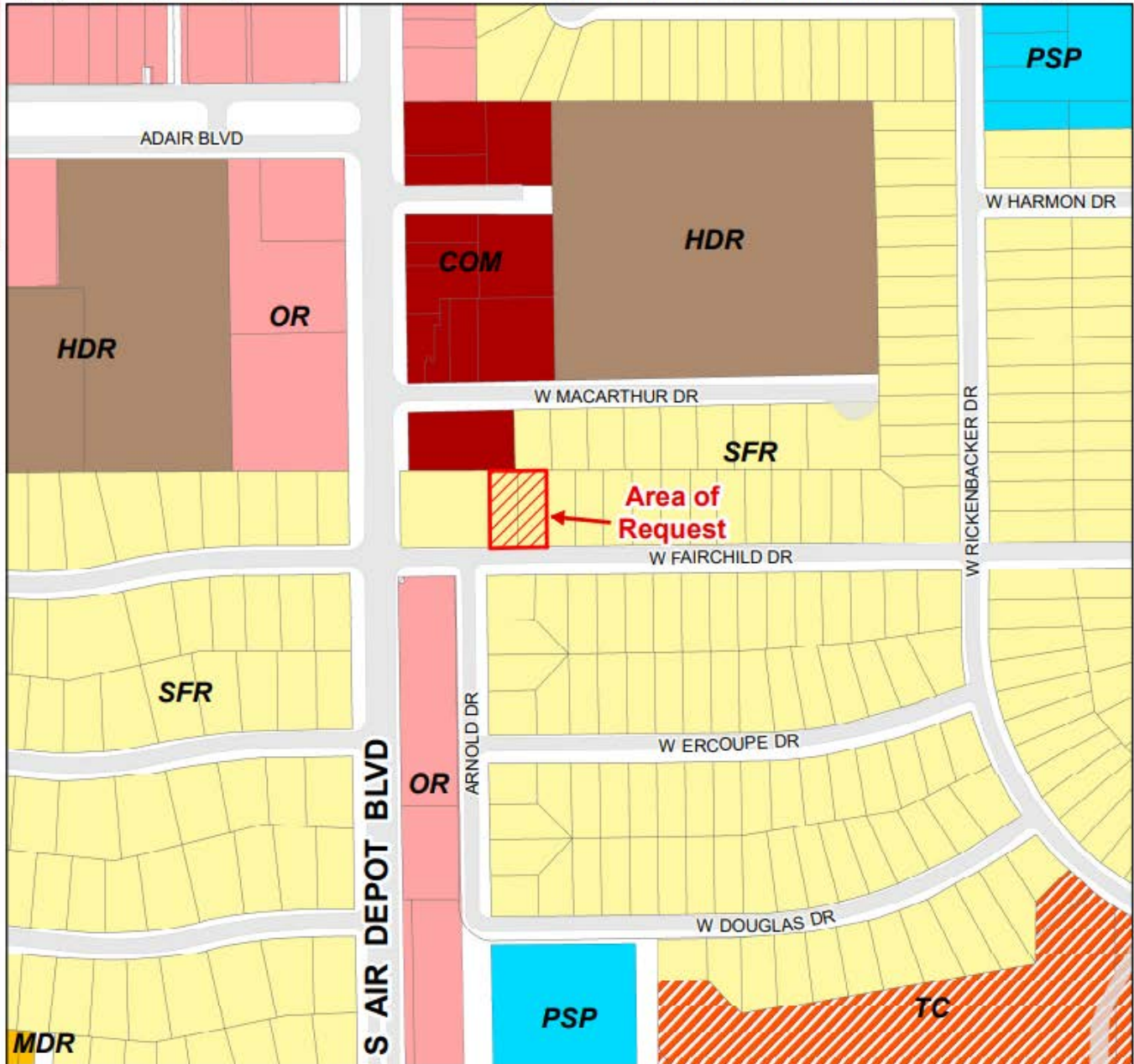
ZONING MAP FOR PC-2150 (SW/4, Sec 10, T11N, R2W)



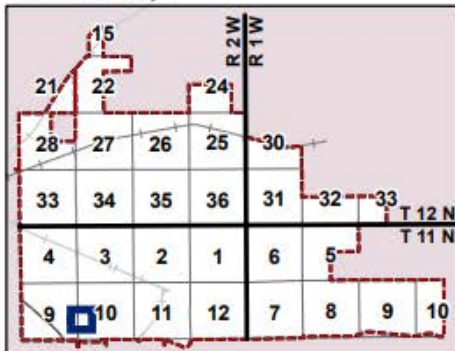
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Community Development / Information Technology - GIS



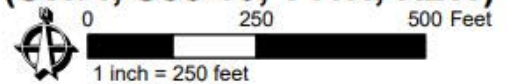
Locator Map



Future Land Use Legend

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

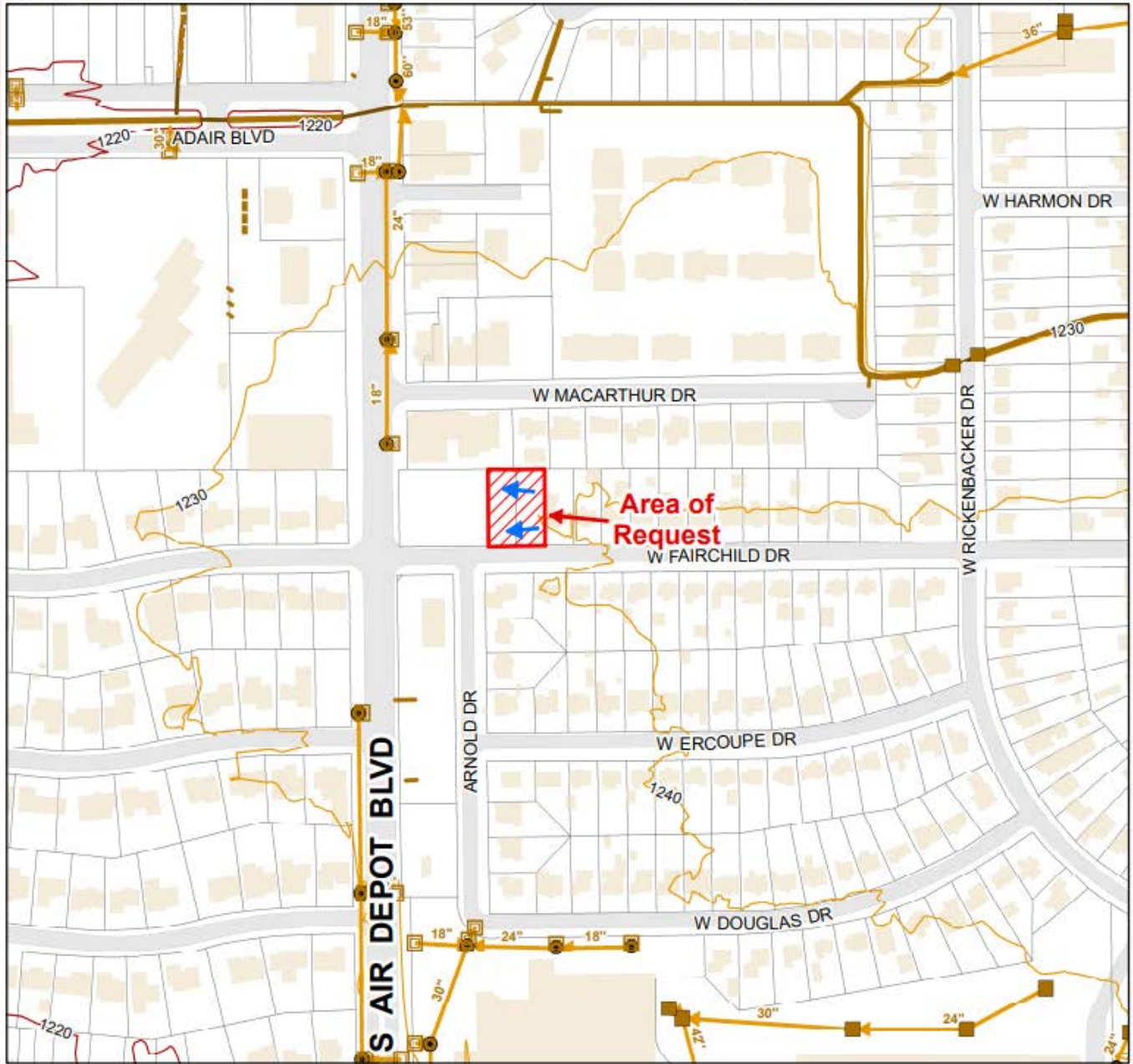
**FUTURE LAND USE
MAP FOR
PC-2150
(SW/4, Sec 10, T11N, R2W)**



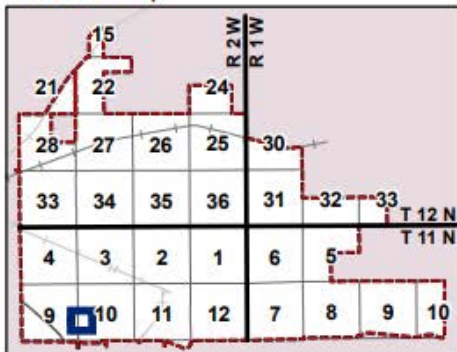
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Community Development / Information Technology - GIS



Locator Map

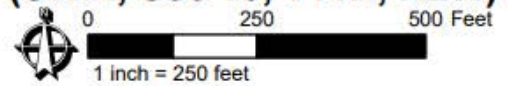


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

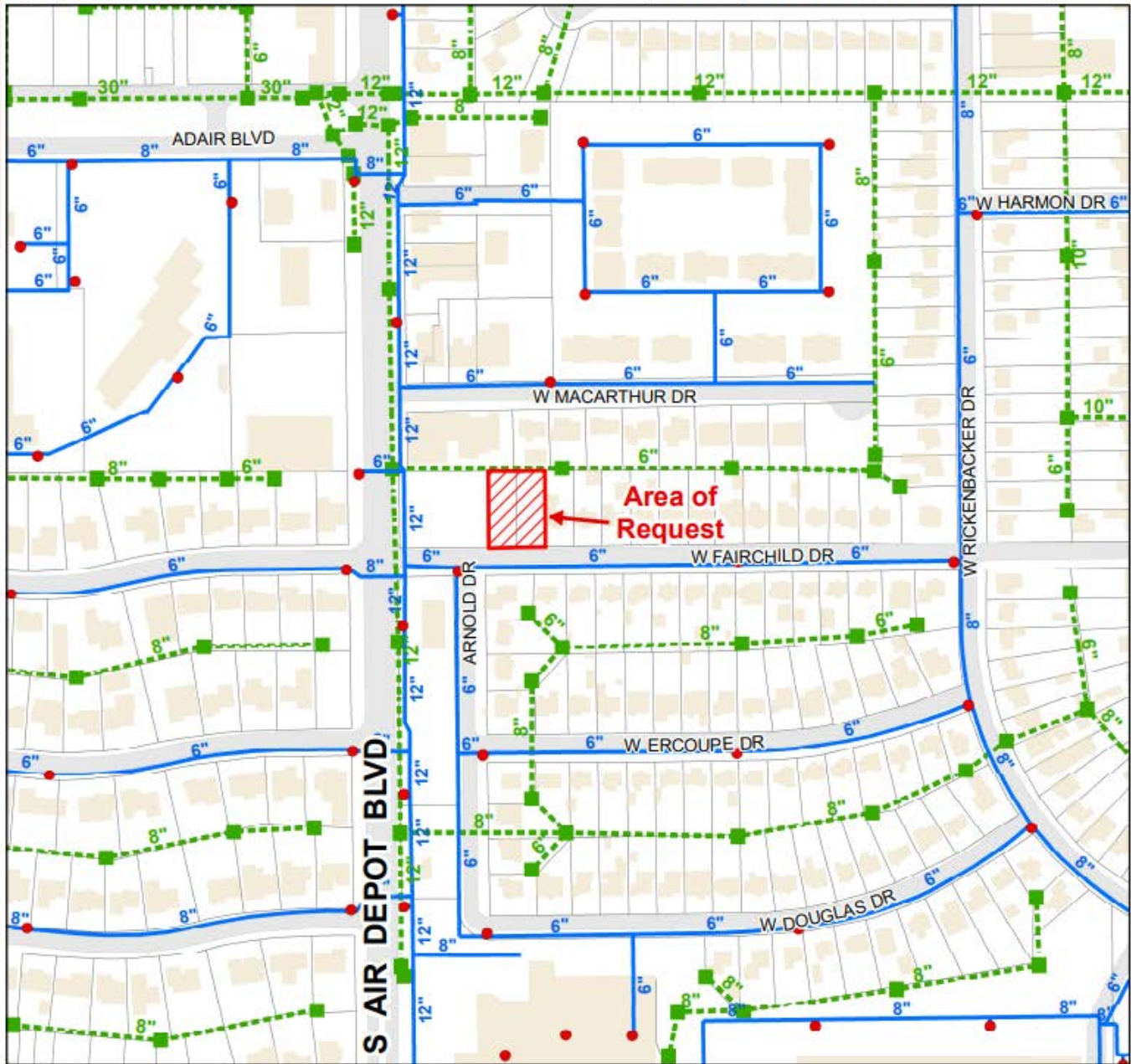
DRAINAGE LOCATION MAP FOR PC-2150 (SW/4, Sec 10, T11N, R2W)



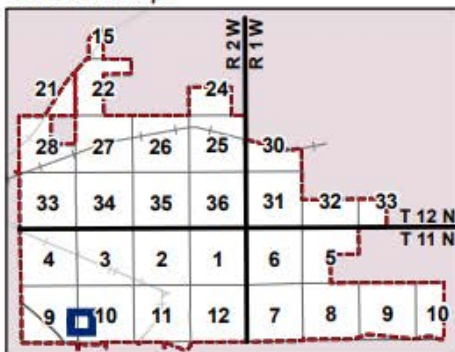
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Community Development / Information Technology - GIS



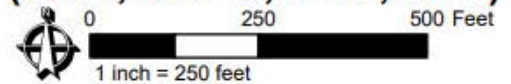
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
 LOCATION MAP FOR
 PC-2150
 (SW/4, Sec 10, T11N, R2W)**



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

ORDINANCE NO. 3427

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE
MIDWEST CITY CODE, SECTION 5, SUPPLEMENTAL REGULATIONS, BY
AMENDING SUBSECTION 5.7.2., TRASH DUMPSTER(S) AND ENCLOSURE; AND
PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations, by amending Subsection 5.7.2., Trash Dumpster(s) Enclosure, to read as follows:

5.7.2. Trash Dumpster(s) and Enclosure

(A) Dumpster Requirements

- (1) All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City's Environmental Services Director in compliance with code.
- (2) All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall masonry walls.
- (3) Such enclosures shall have inside dimensions of no less than twelve (12) feet in width and fourteen (14) feet in length.
- (4) Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) -foot wide clear space when open.
- (5) A locking device shall be installed on the gates.
- (6) Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) Dumpster Site Location.

- (1) At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
 - a. Such location shall not occupy any designated parking space, dedicated right-of-way, easement and/or create any traffic sight hazard.
- (2) An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without the backing onto a public street.

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

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

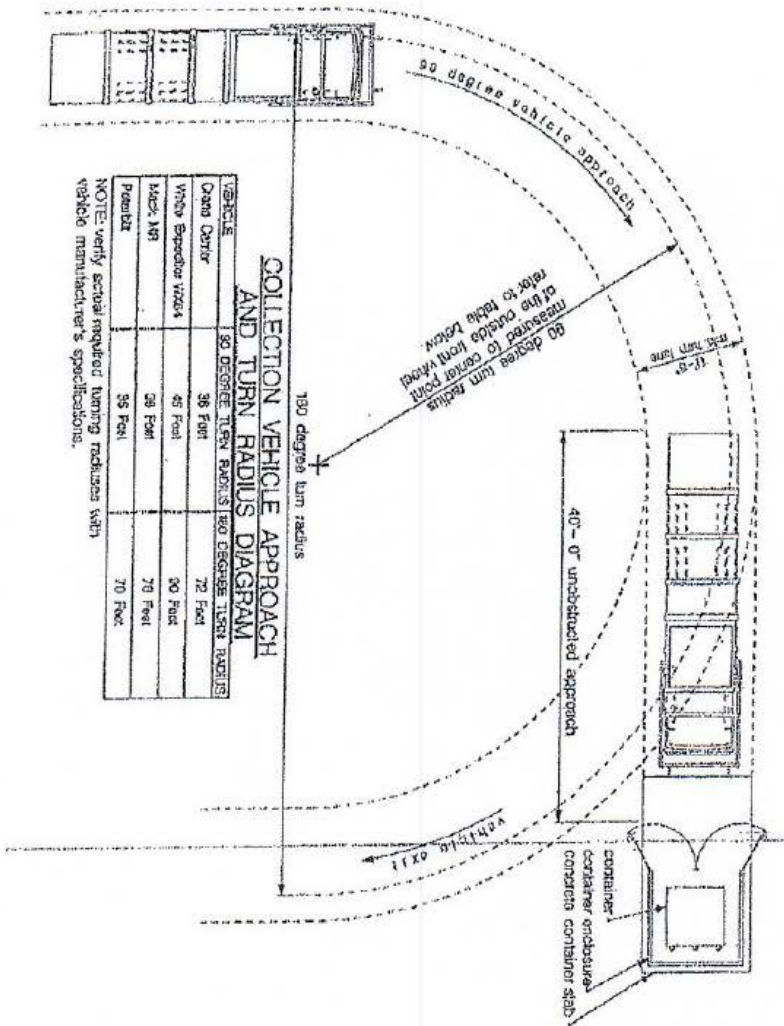
PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the 29 day of October, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA


MATTHEW D. DUKES II, Mayor

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Front-Load Vehicle Access: Diagram





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Development Intent Statement

This Development Intent Statement is intended to provide a written description of a proposed development for a particular parcel of land. This non-binding document is not a formal review or approval of any development proposal. The information is provided in order to inform City staff of proposed developments so that staff may assist applicants by providing detailed information regarding Municipal Code requirements for new developments.

Name: Al Sahli

Phone number and email: sahliproperties@yahoo.com
405-326-1323

Address of property proposed for development: 227 W Fairchild

Please use the following lines to explain your proposed development. Please include information such as use (residential, multi-family, commercial, office, industrial, etc.), parking, signage, exterior building materials and any other useful information.

The property is behind our parking lot at 227 W Fairchild, our intention is to develop it by building 6 one Bedroom, one story 576 SQFT units for rental. These will be great for students or Tinker employees, etc.

We have the parking on the west of the building already exist, and we like to add a few on the south side.

The exterior of the building will match the neighbor hood around. We could use siding or brick



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

REZONING APPLICATION

Property Information

Location/Address of Property: 227 W. FAIRCHILD DR., MIDWEST CITY, OK 73110
Legal Description: SEE ATTACHED.

Applicant Information

Name: AL SAHLI	Company: AIR DÉPOT PROPERTIES, LLC
Mailing Address: PO BOX 2140	
City: CHOCTAW, OK 73020	State: Zip:
Phone: 405-326-1323	Fax: Email: sahlipropertes@yahoo.com

Owner Information

Name: Same	Company:
Mailing Address:	
City:	State: Zip:
Phone:	Fax: Email:

It is requested that the above noted property be rezoned

From: **C-3 Commercial**

To: **R-MD Medium Density Residential**

And it is further requested that the Comprehensive Plan be amended

From: _____

To: _____

The subject property has a frontage of _____ ft and a depth of _____ ft., and contains an area of _____ sq. ft.

Applicant: 

QUIT-CLAIM DEED

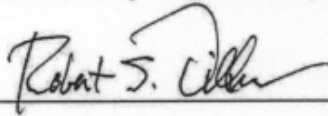
THIS INDENTURE, made this 6th day of December, 2021, between 2320 S. Air Depot, LLC, an Oklahoma Limited Liability Company, of Oklahoma County, State of Oklahoma, (hereinafter referred to as "Assignor" and "Party of the First Part"), in consideration of the sum of Ten and no/100 Dollars (\$10.00), in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto Air Depot Properties, LLC (hereinafter referred to as "Assignee" and "Party of the Second Part"), all of the Part of the First Part's right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situated in the County of Oklahoma, and the State of Oklahoma, to wit:

Lot Twenty-seven (27), in Block Two (2), of REPLAT OF ATKINSON HEIGHTS, to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof, and

Lot Twenty-eight (28), in Block Two (2), of REPLAT OF ATKINSON HEIGHTS, to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof,

together with all and singular the hereditaments and appurtenances thereunto belonging.

To have and to hold the above granted premises unto the said Party of the Second Part, their heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. Signed and delivered this 6th day of December, 2021.



2320 S. Air Depot, LLC
By Robert S. Dillon, Manager

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

2021120801216973 B: 14993 P: 1779
12/08/2021 12:32:20 PM Pgs: 1
Fee: \$ 18.00
David B. Hooten, Oklahoma County Clerk
Oklahoma County - State of Oklahoma

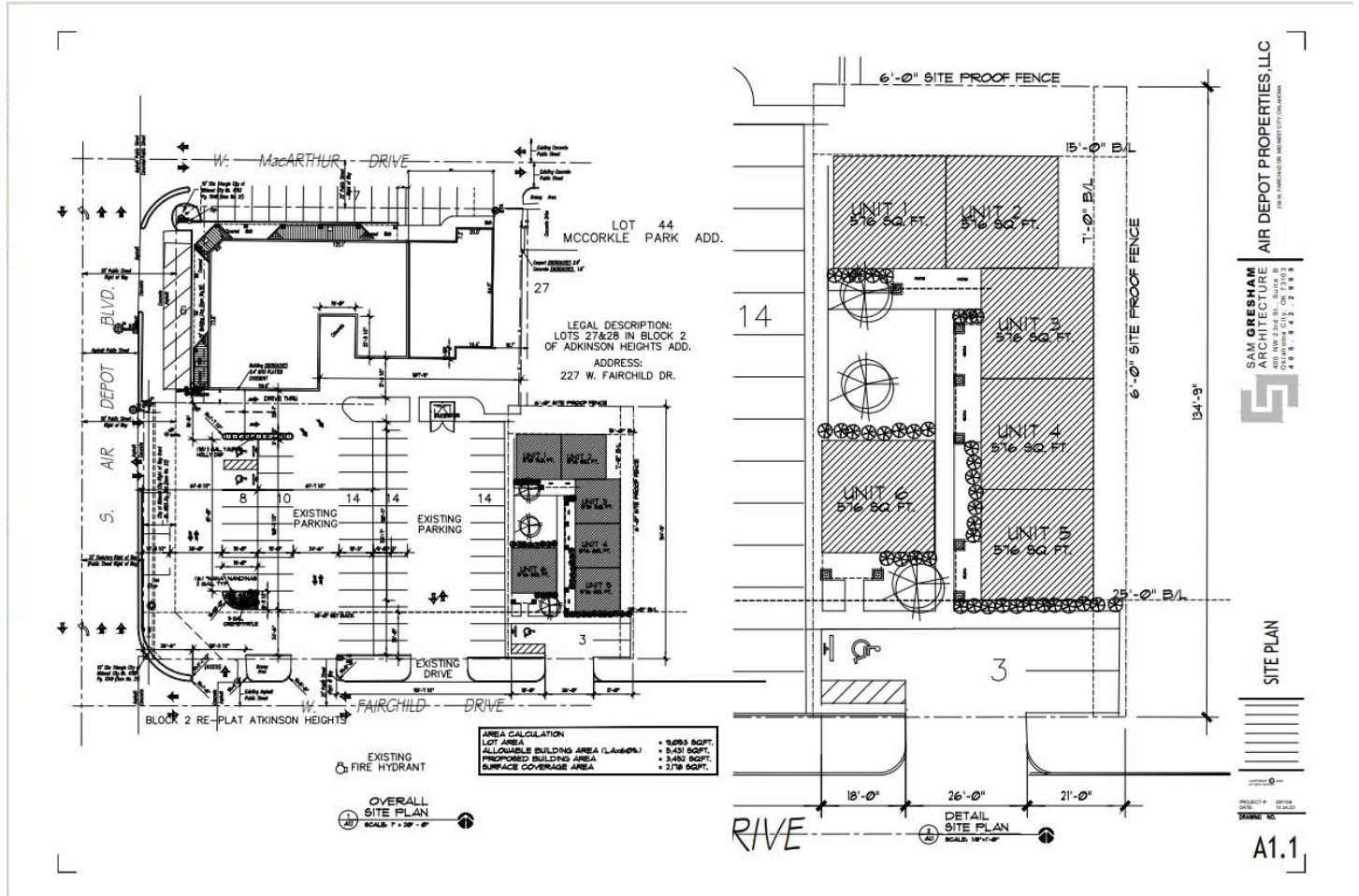


Signature executed before me this 6th day of December, 2021, the above named, Robert S. Dillon who executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC Amanda Beam
Commission Expires: 03-09-24
Commission No.: 16002574

WI
Robert S. Dillon
1401 S. Douglas Blvd., STE A
Midwest City, OK 73130



2 ORDINANCE NO. _____

3 AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY
4 DESCRIBED IN THIS ORDINANCE FROM C-3, COMMUNITY COMMERCIAL DIS-
5 TRICT TO R-MD, MEDIUM DENSITY RESIDENTIAL, AND DIRECTING AMEND-
6 MENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSI-
7 FICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR RE-
8 PEALER AND SEVERABILITY

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

10 ORDINANCE

11 SECTION 1. That the zoning district of the following described property is hereby reclassified
12 from C-3, Community Commercial District to R-MD, Medium Density Residential subject to the
13 conditions contained in the PC-2145 file, and that the official Zoning District Map shall be
14 amended to reflect the reclassification of the property’s zoning district as specified in this ordi-
15 nance:

16 For the property described as a part of the Southwest Quarter (SW ¼) of Section Ten (10),
17 Township Eleven (11) North, Range Two (2) West of the Indian Meridian in Oklahoma
18 County, Oklahoma, also known as 227 W. Fairchild Dr., Midwest City, Oklahoma 73110.

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

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

24 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
25 on the _____ day of _____, 2023.

26 THE CITY OF MIDWEST CITY, OKLA-
27 HOMA

28 _____
29 MATTHEW D. DUKES II, Mayor

30 ATTEST:

31 _____
32 SARA HANCOCK, City Clerk

33 APPROVED as to form and legality this _____ day of _____, 2023.

34 _____
35 DONALD MAISCH, City Attorney

2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM SFD, SINGLE-FAMILY DETACHED TO MDR, MEDIUM DENSITY**
5 **RESIDENTIAL FOR THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN**
6 **THE CITY OF MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
8 lowing described property identified, for future planning purposes, as SFD, Single-Family De-
9 tached:

10 For the property described as a part of the Southwest Quarter (SW ¼) of Section Ten
11 (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian in Okla-
12 homa County, Oklahoma, also known as 227 W. Fairchild Dr., Midwest City, Oklahoma
13 73110.

14 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
15 above referenced property from SFD, Single-Family Detached Residential to R-MD, Medium
16 Density Residential.

17 **WHEREAS**, with the applicant’s request the change in future planning classification complies
18 with the City’s Comprehensive Plan.

19 **WHEREAS**, the applicant has met both state and local notification requirements.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,**
21 **OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

22 That the classification of above described property located in Midwest City, Oklahoma is hereby
23 changed from SFD, Single-Family Detached Residential to R-MD, Medium Density Residential
24 on the Comprehensive Plan Map.

25 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
26 homa, on the _____ day of _____, 2023.

27 **THE CITY OF MIDWEST CITY, OKLAHOMA**

28 _____
29 **MATTHEW D. DUKES II, Mayor**

30 **ATTEST:**

31 _____
32 **SARA HANCOCK, City Clerk**

33 **APPROVED** as to form and legality this _____ day of _____, 2023.

34 _____
35 **DONALD MAISCH, City Attorney**



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of an ordinance repealing and placing into reserve Midwest City Municipal Code, Chapter 4, Air Pollution, Article I, In General, Sections 4-1 through 4-21, Article II, Variances, 4-31 through 4-34 and 4-41 through 4-46; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed repeal and reservation of the Sections listed above are recommended by the Oklahoma City-County Health Department as jurisdiction of the issues covered by these amendments are now under the jurisdiction of the Oklahoma Department of Environmental Quality.

The Ordinance Review Committee recommended approval of the proposed amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 5 Alcoholic Beverages, Article IV, Occupational Tax, Sections 5-124, Application for certificate of compliance and Section 5-125, Issuance of certificate of zoning and certificate of compliance; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed changes to Sections 5-124 and 5-125 specifies that applications are submitted to the City Manager or designee and any issuance of a certificate are signed by the City Manager or designee.

The Ordinance Review Committee recommended approval of the proposed amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 (b) Upon finding that the premises of an applicant for a certificate is in compliance with all
2 applicable fire, safety, and health codes, a certificate of compliance shall be issued to the ABLE
3 Commission.

4
5 (c) The above certificates of compliance shall be signed by the mayor or ~~city clerk~~ the City
6 Manager or the designee of the City Manager.

7
8 **Section 3.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
9 repealed.

10
11 **Section 4.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
12 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
13 of the ordinance.

14
15 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
16 Oklahoma, this _____ day of _____, 2023.

17
18 **THE CITY OF MIDWEST CITY, OKLAHOMA**

19
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22 _____
23 MATTHEW D. DUKES, II, Mayor

24 ATTEST:

25
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27 _____
28 SARA HANCOCK, City Clerk

29
30
31 Approved as to form and legality this _____ day of _____, 2023.

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34 _____
35 DONALD D. MAISCH, City Attorney

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(c) The above certificates of compliance shall be signed by the mayor or the City Manager or the designee of the City Manager.

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 provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of amending Midwest City Municipal Code, Chapter 7 Amusements, Article IV, Circuses and Carnivals, Section 7-51, Health regulations; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed amendment to Section 7-51 will require Mobile Food Trucks to be licensed by the Oklahoma City-County Health Department and the City of Midwest City before operating at a Circus and/or Carnival.

The Ordinance Review Committee recommended approval of the proposed amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 Approved as to form and legality this ____ day of _____, 2023.

2

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5 _____
DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO.** _____
2

3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 7
4 AMUSEMENTS, ARTICLE IV, CIRCUSES AND CARNIVALS, SECTION 7-51, HEALTH
5 REGULATIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.
6

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

9 **ORDINANCE**
10

11 **Section 1.** That the Midwest City Municipal Code, Chapter 7 Amusements, Article IV, Circuses
12 and Carnivals, Section 7-51, Health regulations; is hereby amended to read as follows:
13

14 All circuses and carnivals shall comply with all city-county health regulations and other
15 recognized health practices. Mobile food trucks shall be licensed by the Oklahoma City-County
16 Health Department and the City of Midwest City before commencing any hook ups or operations
17 at a circus or carnival. Food handlers shall have a health card showing them to be free from
18 communicable diseases, which card shall not be more than six (6) months old, issued by a
19 recognized official of the city, state or county agency. The city reserves the right to revoke this
20 license for noncompliance with such health regulations immediately and without notice.
21

22 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
23 repealed.
24

25 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
26 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
27 of the ordinance.
28

29 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
30 Oklahoma, this _____ day of _____, 2023.
31

32 **THE CITY OF MIDWEST CITY, OKLAHOMA**
33

34 _____
35
36 MATTHEW D. DUKES, II, Mayor
37

38 ATTEST:
39
40
41

42 _____
43 SARA HANCOCK, City Clerk
44

1 Approved as to form and legality this ____ day of _____, 2023.

2

3

4

5 _____
DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of amending Midwest City Municipal Code, Chapter 9, Building and Building Regulations, Article III, Building Code, Section 9-34, Code Amended, Paragraph 118.0, Certificate of Occupancy; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed amendment to Section 9-34 will require submission to the City of Midwest City of all required federal and/or state permits or licenses before the issuance of a Certificate of Occupancy.

The Ordinance Review Committee recommended approval of the proposed amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 **ORDINANCE NO. _____**
2

3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9
4 BUILDING AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODE; SECTION
5 9-34, CODE AMENDED; PARAGRAPH 118.0, CERTIFICATE OF OCCUPANCY; AND
6 PROVIDING FOR REPEALER AND SEVERABILITY.

7
8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
9

10 **ORDINANCE**
11

12 **Section 1.** That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations,
13 Article III, Building Code, Section 9-34, Code Amended, Paragraph 118.0, Certificate of
14 Occupancy; is hereby amended to read as follows:
15

16 **Paragraph 118.0, Certificate of Occupancy.**
17

18 (a) *Certificate of occupancy; fee.* No change shall be made in the use of any land or building
19 until a certificate of occupancy is obtained from the building inspector certifying:

20 (1) that all the provisions of this Code are met; and

21 (2) that all required federal and/or state permits or licenses have been issued and copies
22 have been received by the City, unless otherwise required under federal or state law and all
23 federal and/or state statutory and/or regulatory requirements have been met.
24

25 (b) Whenever a building permit is issued for the erection of a new building or structure, an
26 occupancy permit shall be required prior to occupancy. Temporary certificates of occupancy for
27 a change in use of any land or tenancy or existing building or structure or for a new building or
28 structure may be approved at the discretion of the building official, but at no time shall a
29 temporary certificate of occupancy be approved if any life, safety or health requirements do not
30 meet the ordinances of the city as determined by the building official.

31 (1) The fee for all new apartment complex certificates of occupancy is fifty dollars
32 (\$50.00).

33 (2) The fee for all commercial or industrial certificates of occupancy for a new building
34 or for a change in occupancy or tenancy is fifty dollars (\$50.00).

35 (3) Should a final commercial or industrial certificate of occupancy for a change in use
36 of any land or tenancy or existing building or structure or for new building or structure not be
37 approved by the building official, a temporary commercial or industrial certificate of occupancy
38 may be approved for sixty (60) days at the discretion of the building official. At the end of the
39 first sixty (60) days, the building official shall have the authority to extend the temporary
40 commercial or industrial certificate of occupancy in thirty (30) day increments.

41 (4) It shall be the responsibility of the applicant to apply for a temporary certificate of
42 occupancy at the end of the date of expiration of the original certificate of occupancy. No
43 extension of the temporary certificate of occupancy shall be issued until a new application is
44 completed and an additional fifty dollar (\$50.00) fee is paid.
45

1 (c) The building official shall have the authority to deny applications for renewal of temporary
2 certificates of occupancy. Upon denial of the application for renewal of a temporary certificate
3 of occupancy, the building official shall give written notice to the applicant that the utility
4 services to the premises shall be disconnected if operations have not ceased within ten (10) days
5 after receipt of the notice of denial of the temporary certificate of occupancy. Notice shall be
6 delivered in person or by certified mail, return receipt, within ten (10) days of the denial.
7

8 (d) One- and two-family residences are exempt from the requirements of this section.
9

10 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
11 repealed.
12

13 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
14 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
15 of the ordinance.
16

17 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
18 Oklahoma, this _____ day of _____, 2023.
19

20 **THE CITY OF MIDWEST CITY, OKLAHOMA**
21

22
23
24 _____
25 MATTHEW D. DUKES, II, Mayor
26

27 ATTEST:
28

29 _____
30 SARA HANCOCK, City Clerk
31

32
33 Approved as to form and legality this _____ day of _____, 2023.
34
35

36 _____
37 DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO. _____**
2

3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9
4 BUILDING AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODE; SECTION
5 9-34, CODE AMENDED; PARAGRAPH 118.0, CERTIFICATE OF OCCUPANCY; AND
6 PROVIDING FOR REPEALER AND SEVERABILITY.

7
8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
9

10 **ORDINANCE**
11

12 **Section 1.** That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations,
13 Article III, Building Code, Section 9-34, Code Amended, Paragraph 118.0, Certificate of
14 Occupancy; is hereby amended to read as follows:

15 **Paragraph 118.0, Certificate of Occupancy.**
16

17
18 (a) *Certificate of occupancy; fee.* No change shall be made in the use of any land or building
19 until a certificate of occupancy is obtained from the building inspector certifying:

- 20 (1) that all the provisions of this Code are met; and
21 (2) that all required federal and/or state permits or licenses have been issued and copies
22 have been received by the City, unless otherwise required under federal or state law and all
23 federal and/or state statutory and/or regulatory requirements have been met.
24

25 (b) Whenever a building permit is issued for the erection of a new building or structure, an
26 occupancy permit shall be required prior to occupancy. Temporary certificates of occupancy for
27 a change in use of any land or tenancy or existing building or structure or for a new building or
28 structure may be approved at the discretion of the building official, but at no time shall a
29 temporary certificate of occupancy be approved if any life, safety or health requirements do not
30 meet the ordinances of the city as determined by the building official.

31 (1) The fee for all new apartment complex certificates of occupancy is fifty dollars
32 (\$50.00).

33 (2) The fee for all commercial or industrial certificates of occupancy for a new building
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35 (3) Should a final commercial or industrial certificate of occupancy for a change in use
36 of any land or tenancy or existing building or structure or for new building or structure not be
37 approved by the building official, a temporary commercial or industrial certificate of occupancy
38 may be approved for sixty (60) days at the discretion of the building official. At the end of the
39 first sixty (60) days, the building official shall have the authority to extend the temporary
40 commercial or industrial certificate of occupancy in thirty (30) day increments.

41 (4) It shall be the responsibility of the applicant to apply for a temporary certificate of
42 occupancy at the end of the date of expiration of the original certificate of occupancy. No
43 extension of the temporary certificate of occupancy shall be issued until a new application is
44 completed and an additional fifty dollar (\$50.00) fee is paid.
45

1 (c) The building official shall have the authority to deny applications for renewal of temporary
2 certificates of occupancy. Upon denial of the application for renewal of a temporary certificate
3 of occupancy, the building official shall give written notice to the applicant that the utility
4 services to the premises shall be disconnected if operations have not ceased within ten (10) days
5 after receipt of the notice of denial of the temporary certificate of occupancy. Notice shall be
6 delivered in person or by certified mail, return receipt, within ten (10) days of the denial.
7

8 (d) One- and two-family residences are exempt from the requirements of this section.
9

10 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
11 repealed.
12

13 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
14 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
15 of the ordinance.
16

17 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
18 Oklahoma, this _____ day of _____, 2023.
19

20 **THE CITY OF MIDWEST CITY, OKLAHOMA**
21

22
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24 _____
25 MATTHEW D. DUKES, II, Mayor
26

27 ATTEST:
28

29 _____
30 SARA HANCOCK, City Clerk
31

32
33 Approved as to form and legality this _____ day of _____, 2023.
34
35

36 _____
37 DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

Open B

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of amending an ordinance of the Midwest City Municipal Code, Chapter 15 Fire Protection and Prevention, Article IV, Opening Burning, Section 15-109, Commercial open burning; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed amendment to Section 15-109 allows the issuance of commercial burning permits may allow overnight burning when approved by the Midwest City Fire Department (this provision was moved from Chapter 4, which was repealed).

The Ordinance Review Committee recommended approval of the amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

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THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this ____ day of _____, 2023.

DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO. _____**
2

3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15
4 FIRE PROTECTION AND PREVENTION, ARTICLE IV, OPEN BURNING, SECTION 15-
5 109, COMMERCIAL OPEN BURNING; PROVIDING FOR REPEALER AND
6 SEVERABILITY.

7
8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
9

10 **ORDINANCE**
11

12 **Section 1.** That the Midwest City Municipal Code, Chapter 15 Fire Protection and Prevention,
13 Article IV, Opening Burning, Section 15-109, Commercial open burning, is hereby amended to
14 read as follows:
15

16 **Section 15-109, Commercial open burning**
17

18 (a) Land clearing operations for the purposes of new commercial and residential development
19 (two (2) or more lots) are required to use a properly designed air curtain incinerator at the time
20 of burning. An incineration unit operates by forcefully projecting a curtain of air across an open,
21 integrated combustion chamber (firebox) or open pit or trench (trench burner) in which
22 combustion occurs. Enforced by the regulations of the Oklahoma Department of Environmental
23 Quality, Title 252, Chapter 100, Section 13.
24

25 (b) Certain medical marijuana plant refuse commercial licensees, medical marijuana research
26 facilities, and medical marijuana educational facilities are allowed to open burn the parts of the
27 marijuana plant grown to produce medical marijuana and exempted from the term medical
28 marijuana waste, as set forth in Sections 428 and 429 of Title 63 of the Oklahoma Statutes.
29

30 (c) Approved commercial burning permits may allow for overnight burning provided the permit
31 application included burn plan which has also been approved by the City and said burn plan is
32 on file with the Midwest City Fire Department.
33

34 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
35 repealed.
36

37 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
38 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
39 of the ordinance.
40

41 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City
42 of Midwest City, Oklahoma, this _____ day of _____, 2023.
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THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this ____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



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: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 16 Food and Food Handlers, Article I, In General, Sections 16-2, Food service sanitation manual; 16-5, Sanitary regulations for factories; and Section 16-6, Sterilizing equipment required; providing repealer and severability. (D. Maisch – City Attorney).

The proposed amendments to Sections 16-2, 16-5 and 16-6 are recommended by the Oklahoma City-County Health Department and are designating the proper citations in state law.

The Ordinance Review Committee recommended approval of the proposed amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 16 FOOD AND FOOD HANDLERS, ARTICLE I, IN GENERAL, SECTIONS 16-2, FOOD SERVICE SANITATION MANUAL; 16-5, SANITARY REGULATIONS FOR FACTORIES AND 16-6, STERILIZING EQUIPMENT REQUIRED; PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article I, In General, Section 16-2, Food service ~~sanitation manual~~ state regulatory requirements, is hereby amended to read as follows:

Section 16-2, Food service ~~sanitation manual~~ state regulatory requirements.

(a) The definitions, inspection of food service establishments, the issuance, suspension and revocation of permits to operate food service establishments, the prohibiting of the sale of adulterated or mishandled food or drink; and the enforcement of this article shall be regulated in accordance with the ~~Current Food Code Manual of the U.S. Public Health Service, Food and Drug Administration~~, at least one (1) copy of which is on file in the office of the city clerk and available at www.fda.gov. Such publication is hereby adopted by reference as if set out at length ~~in this Code.~~ requirements at Title 310 of the Oklahoma Administrative Code, Chapter 257.

(b) The words "municipality of _____" in such publication shall be understood to refer to the City of Midwest City.

(c) ~~In such Code any parenthetical phrases referring to grading shall be deleted in any single collection event.~~

Section 2. That the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article I, In General, Section 16-5, Sanitary regulations for factories, is hereby amended to read as follows:

Section 16-5, Sanitary regulations for factories.

~~The following shall apply to all rooms used for the manufacture of food products~~ All factories that manufacturer or process food shall comply with the requirements contained at Title 63 of the Oklahoma Statutes, Section 1-1101 et seq., and at Title 310 of the Oklahoma Administrative Code, Chapter 260, including but not limited to:

(1) The floor shall be constructed of cement, asphalt or material impervious to water, approved by the health officer, and shall be drained with ventilated or trapped drains. The walls

1 and ceilings of such rooms shall be of material easily cleaned, free from roughness and ledges,
2 and shall be kept well painted or limewashed.

3
4 (2) All outer openings shall be screened with not less than No. 16 mesh screen, all doors
5 shall be equipped with self-closing devices, and adequate ventilation and lighting shall be
6 provided by windows or artificial means.

7
8 (3) Toilets, lavatories and necessary appurtenances thereto shall be provided for
9 employees. All toilets, dressing rooms and clothes lockers shall be entirely separate from rooms
10 in which food products are prepared or stored, and shall be ventilated to the outer air by means
11 of windows, air ducts or mechanical apparatus; all doors leading thereto shall be self-closing.
12 Each toilet or dressing room shall be equipped with a lavatory having running water and clean
13 towels and soap shall be provided therein.

14
15 (4) All tubs, vats, mixers, kettles, machines, slabs or other fixtures or utensils used
16 directly in the manufacture of food products shall be thoroughly cleansed after each use and
17 sterilized before any further use. All floors, woodwork, walls, ceiling and windows shall be kept
18 in a clean and sanitary condition at all times. All raw or finished products shall be protected from
19 dust, flies or other contaminating influences by covers or other adequate protection. All
20 containers of milk and cream shall be rinsed and drained immediately upon removal of the
21 contents. Garbage or any other unnecessary article shall not be kept in manufacturing rooms. All
22 garbage and refuse shall be kept in impervious containers and removed daily. No rusted, dented
23 or defective container shall be used.

24
25 **Section 3.** That the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article
26 I, In General, Section 16-6, Sterilizing equipment required, is hereby amended to read as follows:

27
28 Each establishment used for the manufacture and sale of food products shall be in
29 compliance with the requirements contained at Title 63 of the Oklahoma Statutes, Section 1-
30 1101 et seq., and at Title 310 of the Oklahoma Administrative Code, Chapters 257 and 260,
31 including but not limited to: equipped with sanitary washing and sterilizing equipment for all
32 containers, utensils, machines, tubs, vats, piping or other fixtures coming in contact with raw or
33 finished products.

34
35 **Section 4.** REPEALER. All other ordinances or parts of ordinances in conflict herewith are
36 hereby repealed.

37
38 **Section 5.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
39 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
40 of the ordinance.

41
42 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City
43 of Midwest City, Oklahoma, this _____ day of _____, 2023.

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THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this ____ day of _____, 2023.

DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO.** _____

2
3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 16
4 FOOD AND FOOD HANDLERS, ARTICLE I, IN GENERAL, SECTIONS 16-2, FOOD
5 SERVICE SANITATION MANUAL; 16-5, SANITARY REGULATIONS FOR FACTORIES
6 AND 16-6, STERILIZING EQUIPMENT REQUIRED; PROVIDING FOR REPEALER AND
7 SEVERABILITY.

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

10
11 **ORDINANCE**

12
13 **Section 1.** That the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article
14 I, In General, Section 16-2, Food service state regulatory requirements, is hereby amended to read
15 as follows:

16
17 **Section 16-2, Food service state regulatory requirements.**

18
19 The definitions, inspection of food service establishments, the issuance, suspension and
20 revocation of permits to operate food service establishments, the prohibiting of the sale of
21 adulterated or mishandled food or drink; and the enforcement of this article shall be regulated in
22 accordance with the requirements at Title 310 of the Oklahoma Administrative Code, Chapter
23 257.

24
25 **Section 2.** That the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article
26 I, In General, Section 16-5, Sanitary regulations for factories, is hereby amended to read as follows:

27
28 **Section 16-5, Sanitary regulations for factories.**

29
30 All factories that manufacturer or process food shall comply with the requirements contained at
31 Title 63 of the Oklahoma Statutes, Section 1-1101 *et seq.*, and at Title 310 of the Oklahoma
32 Administrative Code, Chapter 260, including but not limited to:

33
34 (1) The floor shall be constructed of cement, asphalt or material impervious to water,
35 approved by the health officer, and shall be drained with ventilated or trapped drains. The walls
36 and ceilings of such rooms shall be of material easily cleaned, free from roughness and ledges,
37 and shall be kept well painted or limewashed.

38
39 (2) All outer openings shall be screened with not less than No. 16 mesh screen, all doors
40 shall be equipped with self-closing devices, and adequate ventilation and lighting shall be
41 provided by windows or artificial means.

42
43 (3) Toilets, lavatories and necessary appurtenances thereto shall be provided for
44 employees. All toilets, dressing rooms and clothes lockers shall be entirely separate from rooms

1 in which food products are prepared or stored, and shall be ventilated to the outer air by means
2 of windows, air ducts or mechanical apparatus; all doors leading thereto shall be self-closing.
3 Each toilet or dressing room shall be equipped with a lavatory having running water and clean
4 towels and soap shall be provided therein.

5
6 (4) All tubs, vats, mixers, kettles, machines, slabs or other fixtures or utensils used
7 directly in the manufacture of food products shall be thoroughly cleansed after each use and
8 sterilized before any further use. All floors, woodwork, walls, ceiling and windows shall be kept
9 in a clean and sanitary condition at all times. All raw or finished products shall be protected from
10 dust, flies or other contaminating influences by covers or other adequate protection. All
11 containers of milk and cream shall be rinsed and drained immediately upon removal of the
12 contents. Garbage or any other unnecessary article shall not be kept in manufacturing rooms. All
13 garbage and refuse shall be kept in impervious containers and removed daily. No rusted, dented
14 or defective container shall be used.

15
16 **Section 3.** That the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article
17 I, In General, Section 16-6, Sterilizing equipment required, is hereby amended to read as follows:

18
19 **Section 16-6, Sterilizing equipment required.**

20
21 Each establishment used for the manufacture and sale of food products shall be in
22 compliance with the requirements contained at Title 63 of the Oklahoma Statutes, Section 1-
23 1101 *et seq.*, and at Title 310 of the Oklahoma Administrative Code, Chapters 257 and 260,
24 including but not limited to: equipped with sanitary washing and sterilizing equipment for all
25 containers, utensils, machines, tubs, vats, piping or other fixtures coming in contact with raw or
26 finished products.

27
28 **Section 4.** REPEALER. All other ordinances or parts of ordinances in conflict herewith are
29 hereby repealed.

30
31 **Section 5.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
32 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
33 of the ordinance.

34
35 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City
36 of Midwest City, Oklahoma, this _____ day of _____, 2023.

37
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39
40 **THE CITY OF MIDWEST CITY, OKLAHOMA**

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44 MATTHEW D. DUKES, II, Mayor

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ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this ____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-2, Permit, authority for commercial haulers; Section 18-3, Compliance with landfill regulations; creating hazards; Article II, Municipal Collection and Disposal Service, Section 18-26, Sanitation containers at commercial establishments; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed amendments to Sections 18-2, 18-3 and 18-6 are recommended by the Oklahoma City-County Health Department and are transferring the enforcement from the City-County Health Department and utilities superintendent to either the DEQ or the Public Works Director for the City of Midwest City or designee.

The Ordinance Review Committee recommended approval of the proposed amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18 GARBAGE AND REFUSE; ARTICLE I, IN GENERAL; SECTIONS 18-2, PERMIT, AUTHORITY FOR COMMERCIAL HAULERS; VEHICLES 18-3, COMPLIANCE WITH LANDFILL REGULATIONS; CREATING HAZARDS; ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE; SECTION 18-26, SANITATION CONTAINERS AT COMMERCIAL ESTABLISHMENTS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-2, Permit, authority for commercial haulers; is hereby amended to read as follows:

Section 18-2, Permit, authority for commercial haulers; vehicles.

(a) It is unlawful for any person to engage in the commercial hauling of garbage, refuse and rubbish, to remove from any premises situated in the city, or to transport through the streets, alleys or public places of the city, any garbage, refuse, rubbish, offal, carcasses or dead animals or other offensive or unwholesome matter, unless authorized to do so by the city, and without first obtaining a permit as hereinafter provided.

(b) It is unlawful and an offense for any person to commercially collect, haul or transport any garbage or refuse along, over or upon any of the streets, alleys or public places in the city without prior approval from the utilities superintendent. All such vehicles shall at all times, except when loading or unloading, be kept completely and securely covered so that no part of the contents of the vehicles shall at any time be exposed to view; and such vehicles shall not be loaded above a point that will not permit their being driven over any of the streets, alleys or public places in the city without any portion of the contents being spilled or falling from them. All such vehicles and receptacles used shall be kept in a clean and sanitary condition, and shall have upon them, and each of them, the name of the person, company or corporation owning or operating them. A number by which to identify each vehicle and receptacle shall be painted on both sides of the vehicles and receptacles in letters and figures at least three (3) inches in height and of proportionate width. All such vehicles and receptacles shall at all times be subject to inspection by the city-county health department and the city's utilities superintendent designees for the Oklahoma State Department of Environmental Quality and/or the Public Works Director for the City of Midwest City. If, in either of their judgment, at any time any such vehicles or receptacles are defective or unfit for use, ~~the city-county health department and/or the utilities superintendent~~ the designee for either the Oklahoma Department of Environmental Quality or the Public Works Director for the City of Midwest City are hereby authorized to prevent their use until put in proper condition to comply with the terms of this section.

1
2 (c) It shall be unlawful and an offense for any private contractor to furnish trash and refuse
3 service to any person within the city whose premises are connected to the water or sewer system
4 of the city except for areas when in the determination of the city it would be more feasible and
5 advantageous to contract for service with a private collector.
6

7 **Section 2.** That the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In
8 General, Section 18-3, Compliance with landfill regulations; creating hazards; is hereby amended
9 to read as follows:
10

11 **Section 18-3, Compliance with landfill regulations; creating hazards.**
12

13 (a) Any person disposing of any refuse, garbage, rubbish or other matter shall comply with all
14 state laws and ~~city-county health~~ state regulations pertaining to sanitary landfills, and shall not
15 in any manner dispose of such matter or other products referred to herein so as to create a health
16 hazard or public nuisance.
17

18 (b) It shall be unlawful and an offense for any person to place into a cart emptied by city
19 personnel household hazardous waste such as pesticides, herbicides, flammable substances,
20 explosive substances and strong oxidants (such as swimming pool chemicals) that can react with
21 other compounds in a collection vehicle. The maximum fine upon conviction for a violation of
22 this section shall be a fine of two hundred fifty dollars (\$250.00).
23

24 **Section 3.** That the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II,
25 Municipal Collection and Disposal Service, Section 18-26, Sanitation containers at commercial
26 establishments; is hereby amended to read as follows:
27

28 **Section 18-26, Sanitation containers at commercial establishments.**
29

30 (a) The owner or operator of each commercial establishment in the city shall have an approved
31 sanitation container furnished by the city. Such sanitation containers shall be located and
32 maintained by the commercial establishment's owner or operator so as not to create a fire
33 hazard or provide harborage for rodents or the breeding of insects. The fire chief of the city
34 shall require the installation of fire-proof sanitation containers where the containers would
35 constitute a fire hazard to any property.
36

37 (b) The owner or operator of each commercial establishment shall have sanitation containers
38 for garbage, refuse and rubbish of adequate size and scheduled an adequate number of
39 collections to properly provide for the disposal of the accumulated garbage, refuse and rubbish.
40 ~~The city-county health department or the utilities superintendent of the city~~ A designee for the
41 Oklahoma Department of Environmental Quality or the Public Works Director or designee
42 shall prescribe the adequate size container and adequate number of scheduled collections in the
43 event the owner or operator of a commercial establishment fails to do so. The failure of the
44 owner or operator of a commercial establishment to have sanitation containers of adequate size
45 and an adequate number of scheduled collections shall constitute an offense.
46

1 (c) All containers at business establishments shall be placed in a location approved by the
2 environmental services director and easily accessible for collection under regulations issued by
3 the city. Should the collector be unable to empty a commercial container because it contains
4 inappropriate items or because access is blocked or prohibited, no unscheduled return trip will
5 be made unless the special pickup fee is paid by the owner, manager or agent of the
6 commercial business. Commercial account drivers are not allowed to exit the vehicle to open
7 enclosure gates. Gates must be opened by 5:00 a.m. on the day of collection. If the driver must
8 return to a business because a gate is not opened, the return trip fee of fifty dollars (\$50.00)
9 will be applied to the account.

10
11 (d) Each commercial establishment must have sanitation containers as required by this Code
12 except that office buildings are authorized to use and provide one (1) container for the entire
13 building.

14
15 **Section 4.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
16 repealed.

17
18 **Section 5.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
19 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
20 of the ordinance.

21
22 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
23 Oklahoma, this _____ day of _____, 2023.

24
25 **THE CITY OF MIDWEST CITY, OKLAHOMA**

26
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29 _____
30 MATTHEW D. DUKES, II, Mayor

31 ATTEST:

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34 _____
35 SARA HANCOCK, City Clerk

36
37
38 Approved as to form and legality this _____ day of _____, 2023.

39
40
41 _____
42 DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO. _____**

2
3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18
4 GARBAGE AND REFUSE; ARTICLE I, IN GENERAL; SECTIONS 18-2, PERMIT,
5 AUTHORITY FOR COMMERCIAL HAULERS; VEHICLES 18-3, COMPLIANCE WITH
6 LANDFILL REGULATIONS; CREATING HAZARDS; ARTICLE II, MUNICIPAL
7 COLLECTION AND DISPOSAL SERVICE; SECTION 18-26, SANITATION CONTAINERS
8 AT COMMERCIAL ESTABLISHMENTS; AND PROVIDING FOR REPEALER AND
9 SEVERABILITY.

10
11 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
12

13 **ORDINANCE**

14
15 **Section 1.** That the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In
16 General, Section 18-2, Permit, authority for commercial haulers; is hereby amended to read as
17 follows:
18

19 **Section 18-2, Permit, authority for commercial haulers; vehicles.**

20
21 (a) It is unlawful for any person to engage in the commercial hauling of garbage, refuse and
22 rubbish, to remove from any premises situated in the city, or to transport through the streets,
23 alleys or public places of the city, any garbage, refuse, rubbish, offal, carcasses or dead animals
24 or other offensive or unwholesome matter, unless authorized to do so by the city, and without
25 first obtaining a permit as hereinafter provided.
26

27 (b) It is unlawful and an offense for any person to commercially collect, haul or transport any
28 garbage or refuse along, over or upon any of the streets, alleys or public places in the city without
29 prior approval from the utilities superintendent. All such vehicles shall at all times, except when
30 loading or unloading, be kept completely and securely covered so that no part of the contents of
31 the vehicles shall at any time be exposed to view; and such vehicles shall not be loaded above a
32 point that will not permit their being driven over any of the streets, alleys or public places in the
33 city without any portion of the contents being spilled or falling from them. All such vehicles and
34 receptacles used shall be kept in a clean and sanitary condition, and shall have upon them, and
35 each of them, the name of the person, company or corporation owning or operating them. A
36 number by which to identify each vehicle and receptacle shall be painted on both sides of the
37 vehicles and receptacles in letters and figures at least three (3) inches in height and of
38 proportionate width. All such vehicles and receptacles shall at all times be subject to inspection
39 by designees for the Oklahoma State Department of Environmental Quality and/or the Public
40 Works Director for the City of Midwest City. If, in either of their judgment, at any time any
41 such vehicles or receptacles are defective or unfit for use, the designee for either the Oklahoma
42 Department of Environmental Quality or the Public Works Director for the City of Midwest City
43 are hereby authorized to prevent their use until put in proper condition to comply with the terms
44 of this section.
45

1 (c) It shall be unlawful and an offense for any private contractor to furnish trash and refuse
2 service to any person within the city whose premises are connected to the water or sewer system
3 of the city except for areas when in the determination of the city it would be more feasible and
4 advantageous to contract for service with a private collector.
5

6 **Section 2.** That the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In
7 General, Section 18-3, Compliance with landfill regulations; creating hazards; is hereby amended
8 to read as follows:
9

10 **Section 18-3, Compliance with landfill regulations; creating hazards.**
11

12 (a) Any person disposing of any refuse, garbage, rubbish or other matter shall comply with all
13 state laws and state regulations pertaining to sanitary landfills, and shall not in any manner
14 dispose of such matter or other products referred to herein so as to create a health hazard or
15 public nuisance.
16

17 (b) It shall be unlawful and an offense for any person to place into a cart emptied by city
18 personnel household hazardous waste such as pesticides, herbicides, flammable substances,
19 explosive substances and strong oxidants (such as swimming pool chemicals) that can react with
20 other compounds in a collection vehicle. The maximum fine upon conviction for a violation of
21 this section shall be a fine of two hundred fifty dollars (\$250.00).
22

23 **Section 3.** That the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II,
24 Municipal Collection and Disposal Service, Section 18-26, Sanitation containers at commercial
25 establishments; is hereby amended to read as follows:
26

27 **Section 18-26, Sanitation containers at commercial establishments.**
28

29 (a) The owner or operator of each commercial establishment in the city shall have an approved
30 sanitation container furnished by the city. Such sanitation containers shall be located and
31 maintained by the commercial establishment's owner or operator so as not to create a fire
32 hazard or provide harborage for rodents or the breeding of insects. The fire chief of the city
33 shall require the installation of fire-proof sanitation containers where the containers would
34 constitute a fire hazard to any property.
35

36 (b) The owner or operator of each commercial establishment shall have sanitation containers
37 for garbage, refuse and rubbish of adequate size and scheduled an adequate number of
38 collections to properly provide for the disposal of the accumulated garbage, refuse and rubbish.
39 A designee for the Oklahoma Department of Environmental Quality or the Public Works
40 Director or designee shall prescribe the adequate size container and adequate number of
41 scheduled collections in the event the owner or operator of a commercial establishment fails to
42 do so. The failure of the owner or operator of a commercial establishment to have sanitation
43 containers of adequate size and an adequate number of scheduled collections shall constitute an
44 offense.
45

1 (c) All containers at business establishments shall be placed in a location approved by the
2 environmental services director and easily accessible for collection under regulations issued by
3 the city. Should the collector be unable to empty a commercial container because it contains
4 inappropriate items or because access is blocked or prohibited, no unscheduled return trip will
5 be made unless the special pickup fee is paid by the owner, manager or agent of the
6 commercial business. Commercial account drivers are not allowed to exit the vehicle to open
7 enclosure gates. Gates must be opened by 5:00 a.m. on the day of collection. If the driver must
8 return to a business because a gate is not opened, the return trip fee of fifty dollars (\$50.00)
9 will be applied to the account.

10
11 (d) Each commercial establishment must have sanitation containers as required by this Code
12 except that office buildings are authorized to use and provide one (1) container for the entire
13 building.

14
15 **Section 4.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
16 repealed.

17
18 **Section 5.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
19 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
20 of the ordinance.

21
22 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
23 Oklahoma, this _____ day of _____, 2023.

24
25 **THE CITY OF MIDWEST CITY, OKLAHOMA**

26
27
28
29 _____
30 MATTHEW D. DUKES, II, Mayor

31 ATTEST:

32
33
34 _____
35 SARA HANCOCK, City Clerk

36
37
38 Approved as to form and legality this _____ day of _____, 2023.

39
40
41 _____
42 DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 19, Health and Sanitation; repealing and placing into reserve Section 19-1, Health Department; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed revocation and reservation of Section 19-1 removes the health department's official responsibilities and designation from City Ordinances. This change is recommended by the Oklahoma City-County Health Department.

The Ordinance Review Committee recommended approval of the amendment to repeal and reserve Section 19-1 of the City Ordinances.

Respectfully submitted,

Donald D. Maisch
City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 19 HEALTH AND SANITATION; REPEALING AND PLACING INTO RESERVE SECTION 19-1, HEALTH DEPARTMENT; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 19, Health and Sanitation, Section 19-1, Health Department; is hereby repealed and placed into reserve:

~~**Section 19-1, Health department. Reserved.**~~

~~The city-county health department and its director shall have the powers of a city health department and city health officer respectively for the city. References to health department and health officer or director of the health department in this Code and in other ordinances of the city shall be deemed to mean the city-county health department and its director, unless the context clearly indicates another meaning. Reserved.~~

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 _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

1 Approved as to form and legality this ____ day of _____, 2023.

2

3

4

5 _____
DONALD D. MAISCH, City Attorney

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 19 HEALTH AND SANITATION; SECTIONS 19-1, HEALTH DEPARTMENT; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 19, Health and Sanitation, Section 19-1, Health Department; is hereby revoked and placed into reserve:

Section 19-1, Reserved.

Reserved.

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 _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article I, In General, Section 23-1, Definitions; Section 23-3, Notice of violations; Section 23-5, Reinspection of conditions; Section 23-6, Inspection of parks authorized; Section 23-9, Written order to be given after hearing; Section 23-11, Hearing authorized when permit denied, suspended, etc.; Section 23-12, Health or inspection officer may take immediate action when emergency exists; Article II, Licenses and Permits, Section 23-25, Application; Section 23-31, Renewal applications; Article IV, Manufactured Home and Travel Trailer Park Regulations, Division 1, Generally, Section 23-93, Wrecked or damaged homes not to be kept in parks; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed amendments are to remove the term “health officer” from the ordinances and change the definition of Inspection Officer to designate the Inspection Officer as either:

- a. City Building Official;
- b. City Fire Marshall;
- c. City Code Enforcement Officer;
- d. Inspector from Public Works Department.

These amendments are recommended by the Oklahoma City-County Health Department.

The amendments allow the City Manager to take emergency action in accordance with the City Charter based on a finding of the Inspection Officer to protect public health.

The Ordinance Review Committee recommended approval of the ordinance changes, except for Section 23-93, which was found after the Ordinance Review Committee meeting, but the same change is needed to be made.

Respectfully submitted,

1 "manufactured home" shall mean an independent manufactured home or independent travel
2 trailer.

3
4 *Independent travel trailer* shall mean a travel trailer which has a flush toilet and a bath
5 or shower.

6
7 *Inspection ~~officer~~ Officer* shall mean the building official of the city or his authorized
8 agent, the Fire Marshall for the City or authorized agent, a code enforcement officer for the City
9 and/or an inspector for the Public Works Department for the City.

10
11 *Licensee* shall mean any person licensed to operate and maintain a manufactured home
12 park under this provisions of this chapter.

13
14 *Manufactured home* shall mean a structure, transportable in one or more sections, which
15 is eight (8) body feet or more in width and thirty-two (32) body feet or more in length, but
16 contains no less than three hundred twenty (320) square feet, and which is built on a permanent
17 chassis, and designed to be used as a year-round residential dwelling with or without permanent
18 foundation, when connected to the required utilities, and includes the plumbing, heating, air
19 conditioning, and electrical systems contained therein.

20
21 *Manufactured home park* shall mean any plot of ground upon which two (2) or more
22 manufactured homes, occupied for dwelling or sleeping purposes, are located regardless of
23 whether or not a charge is made for such accommodations.

24
25 *Manufactured home space* shall mean a plot of ground within a manufactured home park
26 designed for the accommodation of one manufactured home and not located on a manufactured
27 home sales lot.

28
29 *Manufactured home subdivision* shall mean a subdivision designed and intended for
30 residential use where residence is in a manufactured home exclusively and manufactured home
31 lots are sold for occupancy.

32
33 *Nonresidential manufactured trailer* shall mean any vehicle having the basic
34 characteristics of either a manufactured home or travel trailer but which is used for purposes
35 other than residential and is not being offered for sale, as indicated by a clearly displayed "For
36 Sale" sign on or near the trailer.

37
38 *Park* shall mean a manufactured home or travel trailer park.

39
40 *Permittee* shall mean any person to whom a temporary permit is issued to maintain or
41 operate a manufactured home park under the provisions of this chapter.

42
43 *Public water system or public sewer system* shall mean any such system built and owned
44 by, or dedicated to and accepted by, the city. All other such systems are private.

1 *Rural* shall mean any area shown on the Midwest City Area General Plan for suburban
2 or rural development and which is zoned agriculturally.

3
4 *Service building* shall mean a building housing toilet and bathing facilities for men or
5 women, and may also include buildings containing laundry facilities and other facilities as
6 required by this chapter or desired by the park operator.

7
8 *Subdivision* shall mean a manufactured home subdivision unless otherwise indicated.

9
10 *Travel trailer park* shall mean any plot of ground upon which two (2) or more dependent
11 travel trailers or independent travel trailers, occupied for dwelling or sleeping purposes, are
12 located regardless of whether or not a charge is made for such accommodations.

13
14 *Travel trailer space* shall mean a plot of ground within a park designed for
15 accommodation of one travel trailer.

16
17 *Urban* shall mean any area shown on the Midwest City Area General Plan for urban
18 intensity development.

19
20 **Section 2.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
21 Manufactured Home Parks, Etc., Article I, In General, Section 23-3, Notice of violations; contents;
22 is hereby amended to read as follows:

23
24 **Section 23-3, Notice of violation; contents.**

25
26 Whenever the ~~health or inspection officer~~ Inspection Officer determines violations of public
27 health, welfare or safety regulations exist, he shall notify the licensee or permittee of such alleged
28 violation. Such notice shall:

- 29
30 (a) Be in writing;
31 (b) Include a statement of the reasons for its issuance;
32 (c) Contain an outline of remedial action which, if taken, will effect compliance with
33 provisions of this chapter and other pertinent regulations;
34 (d) Allow a reasonable time not to exceed ninety (90) days for the performance of
35 any act it requires; and
36 (e) Be served upon the owner or his agent as the case may require, provided, that
37 such notice or order shall be deemed as properly served upon the owner or agent when a copy
38 thereof has been sent by certified mail to his last known address.

39
40 **Section 3.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
41 Manufactured Home Parks, Etc., Article I, In General, Section 23-5, Reinspection of conditions;
42 is hereby amended to read as follows:

43
44 **Section 23-5, Reinspection of conditions.**

1 At the end of ninety (90) days, the ~~health or inspection officer~~ Inspection Officer shall reinspect
2 the park and if the conditions or practices noted in the written notice have not been corrected, he
3 shall suspend the license and give notice in writing of such suspension to the person to whom
4 the license was issued. Upon receipt of notice of suspension the person shall cease operation of
5 such park, except as provided in section 23-8.

6
7 **Section 4.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
8 Manufactured Home Parks, Etc., Article I, In General, Section 23-6, Inspection of parks
9 authorized; is hereby amended to read as follows:

10
11 **Section 23-6, Inspection of parks authorized.**

12
13 The ~~health or inspection officer~~ Inspection Officer is hereby authorized and directed to make
14 inspections to determine the condition of parks located within the city in order to perform their
15 duty of safeguarding the health and safety of occupants of the parks and of the general public.

16
17 **Section 5.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
18 Manufactured Home Parks, Etc., Article I, In General, Section 23-9, Written order to be given
19 after hearing; is hereby amended to read as follows:

20
21 **Section 23-9, Written order to be given after hearing.**

22
23 After the hearing provided for by this article, the ~~health or inspection officer~~ Inspection Officer
24 shall compile the findings of the city council as to compliance with this chapter and pursuant
25 regulations and shall issue an order in writing sustaining, modifying or withdrawing the prior
26 notice which shall be served as provided in section 23-3, provided, what happens then shall allow
27 the permittee to file an appeal to the district court.

28
29 **Section 6.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
30 Manufactured Home Parks, Etc., Article I, In General, Section 23-11, Hearing authorized when
31 permit denied, suspended, etc.; is hereby amended to read as follows:

32
33 **Section 23-11, Hearing authorized when permit denied, suspended, etc..**

34
35 Any person whose permit has been denied or suspended or who has received notice from the
36 ~~health or inspection officer~~ Inspection Officer that his permit will be suspended unless certain
37 conditions or practices at the park are corrected, may request and shall be granted a hearing on
38 the matter before the city council; provided, that when no petition for such hearing shall have
39 been filed within ten (10) days following the day on which notice of suspension was served, such
40 license shall be deemed to have been automatically revoked at the expiration of such ten-day
41 period.

42
43 **Section 7.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
44 Manufactured Home Parks, Etc., Article I, In General, Section 23-12, Health or inspection officer
45 may take immediate action when emergency exists; is hereby amended to read as follows:

1 **Section 23-12, Health or inspection officer may take immediate action when**
2 **emergency exists.**

3
4 Whenever ~~the health or inspection officer finds that~~ an emergency exists, which requires
5 immediate action to protect the public health, ~~he~~ based on an inspection and report from the
6 Inspection Officer, said Officer shall report said findings to the City Manager, or designee. The
7 City Manager, pursuant to the authority contained in Article III, Section 3 of the City Charter
8 for the City of Midwest City, may without notice or hearing issue an order reciting the existence
9 of such an emergency and requiring that such action be taken as he may deem necessary to meet
10 the emergency, including the suspension of the permit. Notwithstanding any other provisions of
11 this article, such order shall be effective immediately. Any person to whom such an order is
12 directed shall comply therewith immediately, but upon petition to the city council, shall be
13 afforded a hearing at the next regular meeting even if the agenda has been completed.

14
15 **Section 8.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
16 Manufactured Home Parks, Etc., Article II, Licenses and Permits, Section 23-25, Application;
17 contents; is hereby amended to read as follows:

18 **Section 23-25, Application; contents.**

19
20
21 Applications for an original license shall be made to the ~~inspection officer~~ Planning and Zoning
22 Department of the city and shall be in writing, signed by the applicant, accompanied by an
23 affidavit of the applicant as to the truth of the application and shall contain the following:

- 24
25 (a) Name and address of the applicant;
26 (b) The interest of the applicant in, and the legal description of the park;
27 (c) A complete plan of the park showing compliance with all applicable provisions of
28 this chapter and regulations promulgated thereunder; and
29 (d) Such further information as may be requested by the ~~health and inspection officers~~
30 Inspection Officer.

31
32 **Section 9.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
33 Manufactured Home Parks, Etc., Article II, Licenses and Permits, Section 23-31, Renewal
34 applications; contents; is hereby amended to read as follows:

35
36 **Section 23-31, Application; contents.**

37
38 Application for renewal of a license shall be made in writing by the holder of the license and
39 shall contain the following:

- 40
41 (a) Any change in the information submitted since the time the original license was
42 issued or the latest renewal granted; and
43
44 (b) Other information requested by the ~~health or inspection officer~~ Inspection Officer.

1 **Section 10.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
2 Manufactured Home Parks, Etc., Article IV, Manufactured Home and Travel Trailer Park
3 Regulations, Division I, Generally, Section 23-93, Wrecked or damaged homes not to be kept in
4 parks; is hereby amended to read as follows:
5

6 Wrecked, damaged or dilapidated manufactured homes and travel trailers shall not be kept or
7 stored in a manufactured home park or a travel trailer park. The ~~health officer~~ Inspection Officer
8 shall determine if a manufactured home or travel trailer is damaged or dilapidated to a point which
9 makes the manufactured home or travel trailer unfit for human occupancy on either a temporary
10 or permanent basis. Whenever such a determination is made, the manufactured home or travel
11 trailer shall be vacated and removed from the premises.
12

13 **Section 11.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
14 repealed.
15

16 **Section 12.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
17 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
18 of the ordinance.
19

20 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
21 Oklahoma, this _____ day of _____, 2023.
22

23 **THE CITY OF MIDWEST CITY, OKLAHOMA**

24
25
26 _____
27 MATTHEW D. DUKES, II, Mayor
28

29 ATTEST:
30

31
32 _____
33 SARA HANCOCK, City Clerk
34

35
36 Approved as to form and legality this _____ day of _____, 2023.
37

38
39 _____
40 DONALD D. MAISCH, City Attorney

1 **ORDINANCE NO.** _____

2
3 AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 23,
4 MANUFACTURED HOMES, TRAILERS, MANUFACTURED HOME PARKS, ETC.;
5 ARTICLE I, IN GENERAL, SECTIONS 23-1, DEFINITIONS, 23-3, NOTICE OF VIOLATION;
6 CONTENTS, 23-5, REINSPECTION OF CONDITIONS, SECTION 23-6, INSPECTION OF
7 PARKS AUTHORIZED, SECTION 23-9, WRITTEN ORDER TO BE GIVEN AFTER
8 HEARING, SECTION 23-11 HEARING AUTHORIZED WHEN PERMIT DENIED,
9 SUSPENDED, ETC., SECTION 23-12, HEALTH OR INSPECTION OFFICER MAY TAKE
10 IMMEDIATE ACTION WHEN EMERGENCY EXISTS; ARTICLE II, LICENSES AND
11 PERMITS, SECTIONS 23-25, APPLICATION; CONTENTS, SECTION 23-31, RENEWAL
12 APPLICATIONS; CONTENTS; ARTICLE IV, MANUFACTURED HOME AND TRAVEL
13 TRAILER PARK REGULATIONS, DIVISION I, GENERALLY, SECTION 23-93, WRECKED
14 OR DAMAGED HOMES NOT TO BE KEPT IN PARKS; AND PROVIDING FOR REPEALER
15 AND SEVERABILITY.

16
17 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:
18

19 **ORDINANCE**

20
21 **Section 1.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
22 Manufactured Home Parks, Etc., Article I, In General, Section 23-1, Definitions; is hereby
23 amended to read as follows:

24
25 **Section 23-1, Definitions.**

26
27 For the purposes of this chapter, the following definitions shall apply:
28

29 *Dependent manufactured home* shall mean a manufactured home which does not have a
30 flush toilet and a bath or shower. For purposes of regulation and under this chapter, a dependent
31 manufactured home shall be considered to be the same as a dependent travel trailer unless
32 otherwise specified.
33

34 *Dependent travel trailer* shall mean a travel trailer which does not have a flush toilet and
35 a bath or shower.
36

37 *Freestanding manufactured home* shall mean any manufactured home or travel trailer not
38 located in a manufactured home park or travel trailer park, respectively, licensed by the city, or
39 in an approved manufactured home subdivision.
40

41 *Independent manufactured home* shall mean a manufactured home which has a flush
42 toilet and a bath or shower. Unless otherwise indicated in the text of this chapter, the term
43 "manufactured home" shall mean an independent manufactured home or independent travel
44 trailer.
45

1 *Independent travel trailer* shall mean a travel trailer which has a flush toilet and a bath
2 or shower.

3
4 *Inspection Officer* shall mean the building official of the city or his authorized agent, the
5 Fire Marshall for the City or authorized agent, a code enforcement officer for the City and/or an
6 inspector for the Public Works Department for the City.

7
8 *Licensee* shall mean any person licensed to operate and maintain a manufactured home
9 park under this provisions of this chapter.

10
11 *Manufactured home* shall mean a structure, transportable in one or more sections, which
12 is eight (8) body feet or more in width and thirty-two (32) body feet or more in length, but
13 contains no less than three hundred twenty (320) square feet, and which is built on a permanent
14 chassis, and designed to be used as a year-round residential dwelling with or without permanent
15 foundation, when connected to the required utilities, and includes the plumbing, heating, air
16 conditioning, and electrical systems contained therein.

17
18 *Manufactured home park* shall mean any plot of ground upon which two (2) or more
19 manufactured homes, occupied for dwelling or sleeping purposes, are located regardless of
20 whether or not a charge is made for such accommodations.

21
22 *Manufactured home space* shall mean a plot of ground within a manufactured home park
23 designed for the accommodation of one manufactured home and not located on a manufactured
24 home sales lot.

25
26 *Manufactured home subdivision* shall mean a subdivision designed and intended for
27 residential use where residence is in a manufactured home exclusively and manufactured home
28 lots are sold for occupancy.

29
30 *Nonresidential manufactured trailer* shall mean any vehicle having the basic
31 characteristics of either a manufactured home or travel trailer but which is used for purposes
32 other than residential and is not being offered for sale, as indicated by a clearly displayed "For
33 Sale" sign on or near the trailer.

34
35 *Park* shall mean a manufactured home or travel trailer park.

36
37 *Permittee* shall mean any person to whom a temporary permit is issued to maintain or
38 operate a manufactured home park under the provisions of this chapter.

39
40 *Public water system or public sewer system* shall mean any such system built and owned
41 by, or dedicated to and accepted by, the city. All other such systems are private.

42
43 *Rural* shall mean any area shown on the Midwest City Area General Plan for suburban
44 or rural development and which is zoned agriculturally.

1 *Service building* shall mean a building housing toilet and bathing facilities for men or
2 women, and may also include buildings containing laundry facilities and other facilities as
3 required by this chapter or desired by the park operator.
4

5 *Subdivision* shall mean a manufactured home subdivision unless otherwise indicated.
6

7 *Travel trailer park* shall mean any plot of ground upon which two (2) or more dependent
8 travel trailers or independent travel trailers, occupied for dwelling or sleeping purposes, are
9 located regardless of whether or not a charge is made for such accommodations.
10

11 *Travel trailer space* shall mean a plot of ground within a park designed for
12 accommodation of one travel trailer.
13

14 *Urban* shall mean any area shown on the Midwest City Area General Plan for urban
15 intensity development.
16

17 **Section 2.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
18 Manufactured Home Parks, Etc., Article I, In General, Section 23-3, Notice of violations; contents;
19 is hereby amended to read as follows:
20

21 **Section 23-3, Notice of violation; contents.**
22

23 Whenever the Inspection Officer determines violations of public health, welfare or safety
24 regulations exist, he shall notify the licensee or permittee of such alleged violation. Such notice
25 shall:
26

- 27 (a) Be in writing;
- 28 (b) Include a statement of the reasons for its issuance;
- 29 (c) Contain an outline of remedial action which, if taken, will effect compliance with
30 provisions of this chapter and other pertinent regulations;
- 31 (d) Allow a reasonable time not to exceed ninety (90) days for the performance of
32 any act it requires; and
- 33 (e) Be served upon the owner or his agent as the case may require, provided, that
34 such notice or order shall be deemed as properly served upon the owner or agent when a copy
35 thereof has been sent by certified mail to his last known address.
36

37 **Section 3.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
38 Manufactured Home Parks, Etc., Article I, In General, Section 23-5, Reinspection of conditions;
39 is hereby amended to read as follows:
40

41 **Section 23-5, Reinspection of conditions.**
42

43 At the end of ninety (90) days, the Inspection Officer shall reinspect the park and if the conditions
44 or practices noted in the written notice have not been corrected, he shall suspend the license and
45 give notice in writing of such suspension to the person to whom the license was issued. Upon

1 receipt of notice of suspension the person shall cease operation of such park, except as provided
2 in section 23-8.

3
4 **Section 4.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
5 Manufactured Home Parks, Etc., Article I, In General, Section 23-6, Inspection of parks
6 authorized; is hereby amended to read as follows:
7

8 **Section 23-6, Inspection of parks authorized.**
9

10 The Inspection Officer is hereby authorized and directed to make inspections to determine the
11 condition of parks located within the city in order to perform their duty of safeguarding the health
12 and safety of occupants of the parks and of the general public.
13

14 **Section 5.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
15 Manufactured Home Parks, Etc., Article I, In General, Section 23-9, Written order to be given
16 after hearing; is hereby amended to read as follows:
17

18 **Section 23-9, Written order to be given after hearing.**
19

20 After the hearing provided for by this article, the Inspection Officer shall compile the findings
21 of the city council as to compliance with this chapter and pursuant regulations and shall issue an
22 order in writing sustaining, modifying or withdrawing the prior notice which shall be served as
23 provided in section 23-3, provided, what happens then shall allow the permittee to file an appeal
24 to the district court.
25

26 **Section 6.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
27 Manufactured Home Parks, Etc., Article I, In General, Section 23-11, Hearing authorized when
28 permit denied, suspended, etc.; is hereby amended to read as follows:
29

30 **Section 23-11, Hearing authorized when permit denied, suspended, etc..**
31

32 Any person whose permit has been denied or suspended or who has received notice from the
33 Inspection Officer that his permit will be suspended unless certain conditions or practices at the
34 park are corrected, may request and shall be granted a hearing on the matter before the city
35 council; provided, that when no petition for such hearing shall have been filed within ten (10)
36 days following the day on which notice of suspension was served, such license shall be deemed
37 to have been automatically revoked at the expiration of such ten-day period.
38

39 **Section 7.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
40 Manufactured Home Parks, Etc., Article I, In General, Section 23-12, Health or inspection officer
41 may take immediate action when emergency exists; is hereby amended to read as follows:
42

43 **Section 23-12, Health or inspection officer may take immediate action when
44 emergency exists.**
45

1 Whenever an emergency exists, which requires immediate action to protect the public health,
2 based on an inspection and report from the Inspection Officer, said Officer shall report said
3 findings to the City Manager, or designee. The City Manager, pursuant to the authority contained
4 in Article III, Section 3 of the City Charter for the City of Midwest City, may without notice or
5 hearing issue an order reciting the existence of such an emergency and requiring that such action
6 be taken as he may deem necessary to meet the emergency, including the suspension of the
7 permit. Notwithstanding any other provisions of this article, such order shall be effective
8 immediately. Any person to whom such an order is directed shall comply therewith immediately,
9 but upon petition to the city council, shall be afforded a hearing at the next regular meeting even
10 if the agenda has been completed.

11
12 **Section 8.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
13 Manufactured Home Parks, Etc., Article II, Licenses and Permits, Section 23-25, Application;
14 contents; is hereby amended to read as follows:

15
16 **Section 23-25, Application; contents.**

17
18 Applications for an original license shall be made to the Planning and Zoning Department of the
19 city and shall be in writing, signed by the applicant, accompanied by an affidavit of the applicant
20 as to the truth of the application and shall contain the following:

- 21
22 (a) Name and address of the applicant;
23 (b) The interest of the applicant in, and the legal description of the park;
24 (c) A complete plan of the park showing compliance with all applicable provisions of
25 this chapter and regulations promulgated thereunder; and
26 (d) Such further information as may be requested by the Inspection Officer.

27
28 **Section 9.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
29 Manufactured Home Parks, Etc., Article II, Licenses and Permits, Section 23-31, Renewal
30 applications; contents; is hereby amended to read as follows:

31
32 **Section 23-31, Application; contents.**

33
34 Application for renewal of a license shall be made in writing by the holder of the license and
35 shall contain the following:

- 36
37 (a) Any change in the information submitted since the time the original license was
38 issued or the latest renewal granted; and
39
40 (b) Other information requested by the Inspection Officer.

41
42
43 **Section 10.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,
44 Manufactured Home Parks, Etc., Article IV, Manufactured Home and Travel Trailer Park
45 Regulations, Division I, Generally, Section 23-93, Wrecked or damaged homes not to be kept in
46 parks; is hereby amended to read as follows:

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Wrecked, damaged or dilapidated manufactured homes and travel trailers shall not be kept or stored in a manufactured home park or a travel trailer park. The Inspection Officer shall determine if a manufactured home or travel trailer is damaged or dilapidated to a point which makes the manufactured home or travel trailer unfit for human occupancy on either a temporary or permanent basis. Whenever such a determination is made, the manufactured home or travel trailer shall be vacated and removed from the premises.

Section 11. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 12. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article III, Massage, Division 1, In General, Section 31-105, Approval or denial; Division 2, Massage Establishment License, Section 31-113, Facilities and equipment; Division 3, Massage Therapist License, Section 31-131, Application; Division 4, Operating Requirements, Section 31-152, Requirements for cubicles, booth, etc.; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed amendments are to change who regulates the massage industry at the state level from the Oklahoma State Department of Health to the Oklahoma State Board of Cosmetology and Barbering.

These amendments are recommended by the Oklahoma City-County Health Department.

The Ordinance Review Committee recommended approval of the amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 (4) A source of hot water must be available within the immediate vicinity of dry and wet
2 heat rooms to facilitate cleaning.

3
4 (5) The premises shall have adequate equipment for disinfecting and sterilizing
5 nondisposable instruments and materials used in administering massages. Such nondisposable
6 instruments and materials shall be disinfected after use on each patron.

7
8 (6) Protected cabinets shall be provided and used for the storage of clean linen, towels and
9 other materials used in connection with administering massages. All soiled linens, towels and
10 other materials shall be kept in properly covered containers or cabinets, which containers or
11 cabinets shall be kept separate from the clean storage areas.

12
13 (7) Toilet facilities shall be provided in convenient locations, and shall comply with all
14 building and plumbing codes of the city.

15
16 (8) Lavatories or washbasins provided with both hot and cold running water shall be installed
17 in either the toilet room or a vestibule. Lavatories or washbasins shall be provided with soap and
18 a dispenser and with sanitary towels.

19
20 (9) All electrical equipment shall be installed in accordance with the requirements of the
21 city's electrical ordinances.

22
23 (10) The establishment shall have adequate equipment such as massage tables and/or chairs
24 for administering massage. Said equipment shall be of a washable material and kept clean and
25 in good repair.

26
27 (b) Nothing contained herein shall be construed to eliminate other requirements of statutes or
28 ordinances concerning the maintenance of premises, nor to preclude authorized inspection
29 thereof, whenever such inspection is deemed necessary by the police or ~~health department~~
30 Oklahoma State Board of Cosmetology and Barbering.

31
32 **Section 3.** That the Midwest City Municipal Code, Chapter 31 Health Care Facilities, Article III,
33 Massage, Division 3, Massage Therapist License, Section 31-131, Application; is hereby amended
34 to read as follows:

35
36 **Section 31-131, Application.**

37
38 (a) Any person desiring the license required by the provisions of this division shall file a written
39 application with the ~~Oklahoma City County Health Department~~ Oklahoma State Board of
40 Cosmetology and Barbering. The applicant shall furnish the following information:

41
42 (1) The business address and all telephone numbers where the massage is to be practiced.

43
44 (2) The following personal information concerning the applicant:

45
46 a. Name, complete residence address and residence telephone numbers.

1 b. The two (2) previous addresses immediately prior to the present address of the
2 applicant, if less than two (2) years at the current address.

3 c. Written proof that the applicant is at least eighteen (18) years of age.

4 d. Height, weight, color of hair and eyes and sex.

5 e. Two (2) front-face portrait photographs taken within thirty (30) days of the date of the
6 application and at least two (2) inches by two (2) inches in size.

7 f. The massage or similar business history and experience five (5) years prior to the date
8 of application, including but not limited to whether or not such person has been operating in this
9 or another city or state under a license or permit, and whether such license or permit has been
10 denied, revoked or suspended and the reason therefor, and the business activities or occupations
11 subsequent to such action of denial, suspension or revocation.

12 g. All criminal convictions except misdemeanor traffic violations.

13 h. Proof of educational requirements as follows:

14
15 1. Successful completion of not less than five hundred (500) hours of massage studies
16 from a state-licensed or accredited massage school; or

17 2. Certification by the National Certification Board for Therapeutic Massage and
18 Bodywork.

19 The above educational requirements shall not apply to those individuals who
20 currently hold a valid license issued by the city to engage in the practice of massage upon the
21 passage of the ordinance codified in this article, so long as said license is renewed within thirty
22 (30) days of expiration.

23
24 (3) Such other information and identification of the person deemed necessary to discover
25 the truth of the matters required above.

26
27 (4) Authorization for the city to seek information and conduct an investigation into the truth
28 of the statements set forth in the application and the qualifications of the applicant for the license.

29 (5) A written declaration by the applicant, under penalty of perjury, that the information
30 contained in the application is true and correct, said declaration being duly dated and signed in
31 the city.

32 (6) A statement showing the name and address of the person by whom the massage therapist
33 is employed, if applicable, and such massage therapist shall file successive statements if a change
34 or changes are made in the employment of the massage therapist during the existence of the
35 license.

36
37 (b) Along with the written application, the applicant shall obtain from the Oklahoma State
38 Bureau of Investigation and provide to the city a current Oklahoma Criminal History Information
39 Report. The criminal record is considered current if it is dated no more than thirty (30) days prior
40 to the date on which the applicant submits a completed application to the city.

41
42 **Section 4.** That the Midwest City Municipal Code, Chapter 31 Health Care Facilities, Article III,
43 Massage, Division 4, Operating Requirements, Section 31-151, Requirements for cubicles, booth,
44 etc. is amended to read as follows:

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46 **Section 31-151, Requirements for cubicles, booth, etc..**

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It shall be unlawful for any massage to be carried on within any cubicle, room, booth, or any area which is fitted with a door capable of being locked. Nothing contained herein shall be construed to eliminate other requirements of statutes or ordinances concerning the maintenance of premises, not to preclude authorized inspection thereof, whenever inspection is deemed necessary by the city or ~~Oklahoma City County Health Department~~ Oklahoma State Board of Cosmetology and Barbering.

Section 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney

1 (4) A source of hot water must be available within the immediate vicinity of dry and wet
2 heat rooms to facilitate cleaning.

3
4 (5) The premises shall have adequate equipment for disinfecting and sterilizing
5 nondisposable instruments and materials used in administering massages. Such nondisposable
6 instruments and materials shall be disinfected after use on each patron.

7
8 (6) Protected cabinets shall be provided and used for the storage of clean linen, towels and
9 other materials used in connection with administering massages. All soiled linens, towels and
10 other materials shall be kept in properly covered containers or cabinets, which containers or
11 cabinets shall be kept separate from the clean storage areas.

12
13 (7) Toilet facilities shall be provided in convenient locations, and shall comply with all
14 building and plumbing codes of the city.

15
16 (8) Lavatories or washbasins provided with both hot and cold running water shall be installed
17 in either the toilet room or a vestibule. Lavatories or washbasins shall be provided with soap and
18 a dispenser and with sanitary towels.

19
20 (9) All electrical equipment shall be installed in accordance with the requirements of the
21 city's electrical ordinances.

22
23 (10) The establishment shall have adequate equipment such as massage tables and/or chairs
24 for administering massage. Said equipment shall be of a washable material and kept clean and
25 in good repair.

26
27 (b) Nothing contained herein shall be construed to eliminate other requirements of statutes or
28 ordinances concerning the maintenance of premises, nor to preclude authorized inspection
29 thereof, whenever such inspection is deemed necessary by the police or Oklahoma State Board
30 of Cosmetology and Barbering.

31
32 **Section 3.** That the Midwest City Municipal Code, Chapter 31 Health Care Facilities, Article III,
33 Massage, Division 3, Massage Therapist License, Section 31-131, Application; is hereby amended
34 to read as follows:

35
36 **Section 31-131, Application.**

37
38 (a) Any person desiring the license required by the provisions of this division shall file a written
39 application with the Oklahoma State Board of Cosmetology and Barbering. The applicant shall
40 furnish the following information:

41
42 (1) The business address and all telephone numbers where the massage is to be practiced.

43
44 (2) The following personal information concerning the applicant:

45
46 a. Name, complete residence address and residence telephone numbers.

1 b. The two (2) previous addresses immediately prior to the present address of the
2 applicant, if less than two (2) years at the current address.

3 c. Written proof that the applicant is at least eighteen (18) years of age.

4 d. Height, weight, color of hair and eyes and sex.

5 e. Two (2) front-face portrait photographs taken within thirty (30) days of the date of the
6 application and at least two (2) inches by two (2) inches in size.

7 f. The massage or similar business history and experience five (5) years prior to the date
8 of application, including but not limited to whether or not such person has been operating in this
9 or another city or state under a license or permit, and whether such license or permit has been
10 denied, revoked or suspended and the reason therefor, and the business activities or occupations
11 subsequent to such action of denial, suspension or revocation.

12 g. All criminal convictions except misdemeanor traffic violations.

13 h. Proof of educational requirements as follows:

14
15 1. Successful completion of not less than five hundred (500) hours of massage studies
16 from a state-licensed or accredited massage school; or

17 2. Certification by the National Certification Board for Therapeutic Massage and
18 Bodywork.

19 The above educational requirements shall not apply to those individuals who
20 currently hold a valid license issued by the city to engage in the practice of massage upon the
21 passage of the ordinance codified in this article, so long as said license is renewed within thirty
22 (30) days of expiration.

23
24 (3) Such other information and identification of the person deemed necessary to discover
25 the truth of the matters required above.

26
27 (4) Authorization for the city to seek information and conduct an investigation into the truth
28 of the statements set forth in the application and the qualifications of the applicant for the license.

29 (5) A written declaration by the applicant, under penalty of perjury, that the information
30 contained in the application is true and correct, said declaration being duly dated and signed in
31 the city.

32 (6) A statement showing the name and address of the person by whom the massage therapist
33 is employed, if applicable, and such massage therapist shall file successive statements if a change
34 or changes are made in the employment of the massage therapist during the existence of the
35 license.

36
37 (b) Along with the written application, the applicant shall obtain from the Oklahoma State
38 Bureau of Investigation and provide to the city a current Oklahoma Criminal History Information
39 Report. The criminal record is considered current if it is dated no more than thirty (30) days prior
40 to the date on which the applicant submits a completed application to the city.

41
42 **Section 4.** That the Midwest City Municipal Code, Chapter 31 Health Care Facilities, Article III,
43 Massage, Division 4, Operating Requirements, Section 31-151, Requirements for cubicles, booth,
44 etc. is amended to read as follows:

45
46 **Section 31-151, Requirements for cubicles, booth, etc..**

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It shall be unlawful for any massage to be carried on within any cubicle, room, booth, or any area which is fitted with a door capable of being locked. Nothing contained herein shall be construed to eliminate other requirements of statutes or ordinances concerning the maintenance of premises, not to preclude authorized inspection thereof, whenever inspection is deemed necessary by the city or Oklahoma State Board of Cosmetology and Barbering.

Section 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article I, In General, Section 32-3, Exceptions for veterans and nonprofit organizations; Section 32-4, Duty of police to enforce; Section 32-5, Loud noises and speaking devices; Article II, Permit, Section 32-21, Required, Section 32-25, Fees; health certificates; Article III, Foodstuffs, Section 32-51, Inspections by health department; Section 32-52, Condemning unwholesome food; Article V, Special Events, Section 32-83, Special events defined; Section 32-88, Exemptions; Section 32-95, Health regulations; and providing for repealer and severability. (D. Maisch – City Attorney).

The proposed amendments are properly identify what the Oklahoma City-County Health Department has jurisdiction and properly identify what actions the City-County Health Department will take concerning Peddlers and Solicitors, including certain mobile food trucks. Further the changes:

1. Specify that each person engaging in the activities defined in the ordinance must have a permit or license;
2. Specify the time said activity may be engaged;
3. Allow for a citizen to file a complaint and the police to investigate said complaint if a citizen finds a person engaging in said activity without a permit or license; and
4. better define special events and better define a charitable organization to receive waiver of requirements.

Finally, the fees contained in this Chapter had not been modified since 1987. This proposed change would modify the fees contained in this Chapter. The fees changes are justified, as the fee changes are calculated using the Consumer Price Index, US City Average from the federal Bureau of Labor Statics from 1990 – 2023.

These amendments, concerning the public health proposed amendments are recommended by the Oklahoma City-County Health Department.

The Ordinance Review Committee recommended approval of the amendments.



City Attorney, Donald D. Maisch

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Respectfully submitted,

Donald D. Maisch
City Attorney

1 (c) Organization or vendors participating in a city-sponsored special event will be exempt from
2 the permit or license fee required for the event; provided that the organization or vendor obtains
3 all permits and meets any applicable local, state or federal laws.
4

5 **Section 2.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article I,
6 In General, Section 32-4, Duty of police to enforce; is hereby amended to read as follows:
7

8 **Section 32-4, Duty of police to enforce; authority for resident to file complaint; time**
9 **frame for peddling, soliciting or canvassing.**
10

11 A. It is the duty of any police officer of the city to require any person seen peddling,
12 soliciting or canvassing and who is not known by such officer to be duly licensed, to produce
13 his peddler's permit or license and to enforce the provisions of this chapter against any person
14 found to be violating the same.
15

16 B. Any resident of the City of Midwest City may sign a complaint if said resident finds any
17 person peddling, soliciting or canvassing without a permit or license. It is the duty of any police
18 officer of the City to investigate said complaint and to enforce the provisions of this chapter
19 against any person found violating the same.
20

21 **Section 3.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article I,
22 In General, Section 32-5, Loud noises and speaking devices; is hereby amended to read as follows:
23

24 **Section 32-5, Loud noises and speaking devices.**
25

26 No peddler, solicitor or canvasser, or any person in his behalf, shall shout, cry out, blow a horn,
27 ring a bell or use any sound device, including any loud-speaking, radio or sound-amplifying
28 system, upon any of the streets, alleys, parks or other public places of the city, or upon any
29 private premises in the city where sound of sufficient volume emitted or produced can be heard
30 from a distance of fifty (50) feet or more inside a building with all of its doors and windows
31 closed or a motor vehicle with all of its doors and windows closed if the source of such sound is
32 located upon any public right-of-way, for the purpose of attracting attention to any goods, wares
33 or merchandise which the peddler proposes to sell, or solicitor or canvasser intends to promote.
34

35 **Section 4.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article II,
36 Permit, Section 32-21, Required; is hereby amended to read as follows:
37

38 No person or any agency or employee thereof shall engage in the business of peddler, solicitor,
39 canvasser, hawker or huckster as defined herein without first obtaining a permit therefor as herein
40 provided, and paying the prescribed fees for same. An individual permit shall be required for any
41 and all persons engaged in peddling, soliciting, canvassing, hawking or huckstering. Any permit
42 issued shall only allow peddling, soliciting, canvassing, hawking or huckstering between the hours
43 of 9:00 am – 7:00 pm.
44

1 **Section 5.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article II,
2 Permit, Section 32-25, Fees; health certificates; is hereby amended to read as follows:

3
4 **Section 32-25, Fees; health certificates.**

5
6 (a) For the purposes of conducting the investigations, making the inspections, performing the
7 services and enforcing the regulations herein commanded, there is hereby levied a schedule of
8 fees and charges for the permits herein required for peddlers, hucksters, hawkers, solicitors,
9 canvassers and nonprofit organizations. The fees shall be as follows:

10
11 (1) *Hucksters, hawkers and peddlers generally:* There is hereby levied upon all
12 hucksters, hawkers and peddlers, and all persons engaged in buying and selling as
13 herein defined, except for hand pushcarts, ice cream wagons and solicitors, and
14 canvassers, a fee of ~~two hundred fifty~~ five hundred and ninety dollars (~~\$250.00~~)
15 (\$590.00) for ninety (90) days, or ~~one two hundred twenty-five~~ ninety-five dollars
16 (\$125.00) (\$295.00) for forty-five (45) days or less period of time, for each vehicle,
17 trailer, building or other devices used by such person in such business; provided that
18 each permittee shall be entitled to two (2) helpers, but that each additional helper
19 other than the two (2) allowed shall pay a fee of ~~fifty~~ one-hundred and twenty dollars
20 (\$50.00) (\$120.00) for ninety (90) days, or ~~twenty-five~~ sixty dollars (~~\$25.00~~) (\$60.00)
21 for forty-five (45) days or less period of time. There is hereby levied upon all
22 hucksters, hawkers and peddlers buying and selling as herein defined from pushcarts
23 propelled by human power, a fee of ~~one hundred~~ two-hundred thirty-five dollars
24 (\$100.00) (\$235.00) for ninety (90) days, or ~~fifty~~ one-hundred and twenty dollars
25 (\$50.00) (\$120.00) for forty-five (45) days or less period of time; provided that each
26 such huckster, hawker or peddler shall be entitled to one (1) helper, but each
27 additional helper other than the one (1) allowed shall pay a fee of ~~fifty~~ one-hundred
28 and twenty dollars (~~\$50.00~~) (\$120.00) for ninety (90) days, or ~~twenty-five~~ sixty
29 dollars (~~\$25.00~~) (\$60.00) for forty-five (45) days or less period of time. No permit
30 shall be issued hereunder until the applicant has paid the required fees as specified.
31 All hucksters, hawkers, peddlers and helpers are hereby ~~likewise~~ required to ~~procure~~
32 a health certificate obtain all necessary permits or licenses from the Oklahoma City-
33 County Health Department as required by either state law or state regulation and
34 present to the City Clerk said permit or license from the Oklahoma City-County
35 Health Department at the time of application.

36
37 (2) *Ice cream wagons:* Ice cream wagons selling ices or other ice cream products from
38 vehicles other than pushcarts shall pay a fee of ~~one hundred~~ two-hundred thirty-five
39 dollars (~~\$100.00~~) (\$235.00) per year, payable ~~semiannually~~ annually. Pushcarts
40 selling ices or other ice cream products shall pay a fee of ~~ten~~ twenty-five dollars
41 (\$10.00) (\$25.00) per year, payable ~~semiannually~~ annually. All persons operating ice
42 cream wagons shall obtain all necessary permits or licenses from the Oklahoma City-
43 County Health Department as required by either state law or state regulation and
44 present to the City Clerk said permit or license from the Oklahoma City-County
45 Health Department at the time of application.

1 (3) *Solicitors and canvassers*: All persons who go from house to house or place to place
2 in the city and solicit or canvass for orders for goods, wares, merchandise or
3 subscriptions for publications to be delivered in the future shall pay a fee of ~~five~~ ten
4 dollars ~~(\$5.00)~~ (\$10.00) per week, ~~fifteen~~ thirty-five dollars ~~(\$15.00)~~ (\$35.00) per
5 month or ~~fifty~~ one-hundred and twenty dollars ~~(\$50.00)~~ (\$120.00) per year. All
6 solicitors and canvassers shall obtain all necessary permits or licenses from the
7 Oklahoma City-County Health Department as required by either state law or state
8 regulation and present to the City Clerk said permit or license from the Oklahoma
9 City-County Health Department at the time of application.

10
11 (4) *Nonprofit organizations*: No permit fee shall be charged. All nonprofit organizations
12 shall obtain all necessary permits or licenses from the Oklahoma City-County Health
13 Department as required by either state law or state regulation and present to the City
14 Clerk said permit or license from the Oklahoma City-County Health Department at
15 the time of application.

16
17 (b) No free permits shall be granted, nor rebates allowed for any cause, nor any sum accepted
18 less than the amount herein specified, except as prescribed in section 32-3, for a shorter period
19 than therein required.

20
21 (c) No permit shall be issued until the amount prescribed therefore, shall have been paid to the
22 city clerk.

23
24 **Section 6.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article III,
25 Foodstuffs, Section 32-51, Inspections by health department; is hereby amended to read as follows:

26
27 **Section 32-51, Inspections by health department Health Department licenses.**

28
29 ~~The director of the city county health department shall inspect and examine the foodstuffs being~~
30 ~~sold or offered for sale by Any hucksters, hawkers, solicitors, canvassers and or peddlers; and~~
31 ~~the wagons, carts or other receptacles so used for the transportation of such foodstuffs, and the~~
32 ~~screens and curtains protecting the same not less than once each month. He shall inspect the~~
33 ~~same more often when such inspection is deemed necessary shall obtain all necessary and~~
34 ~~required permits or licenses from the Oklahoma City-County Health Department before selling~~
35 ~~or offering to sell foodstuffs and prior to obtaining a permit or license from the City of Midwest~~
36 ~~City.~~

37
38 **Section 7.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article III,
39 Foodstuffs, Section 32-52, Condemning unwholesome food; is hereby amended to read as follows:

40
41 **Section 32-52, Condemning unwholesome food.**

42
43 ~~The director of the city county health department~~ Oklahoma City-County Health Department
44 shall have the right to condemn any such foodstuffs which are unwholesome, injurious to health
45 or unfit for human consumption.

1 **Section 8.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article V,
2 Special Events, Section 32-83, Special events defined; is hereby amended to read as follows:

3
4 **Section 32-83, Special events defined.**

5
6 Special events are a temporary assembly of individuals, that activities that are short-term in nature,
7 are open to the public, are being held outdoors, are operating with property owner permissions on
8 either public or private property, reasonably likely to attract three hundred (300) or more people at
9 any one time during the event, and include activities such as, ~~special sales conducted by a~~
10 ~~recognized vendor, sporting events,~~ and related accessory uses thereto, i.e., parking facilities. Flea
11 markets, events held in sport stadiums, and activities that are required to obtain a permit under a
12 different chapter of these City Ordinances are not considered special events.

13
14 **Section 9.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article V,
15 Special Events, Section 32-88, Exemptions; is hereby amended to read as follows:

16
17 **Section 32-88, Exemptions.**

18
19 The provisions of this article shall not apply to ~~a person, firm or an~~ organization ~~when the net~~
20 ~~proceeds from the special event are used directly for charitable purposes~~ that has received
21 designation as a charitable organization pursuant to Section 501(c)(3) of the United States
22 Internal Revenue Service regulations and are also co-sponsored by the City of Midwest City.

23
24 **Section 10.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article
25 V, Special Events, Section 32-95, Health regulations; is hereby amended to read as follows:

26
27 **Section 32-95, Health regulations.**

28
29 When applicable, all special events shall comply with all city-county health regulations and other
30 recognized health practices. Mobile food trucks shall be licensed by the Oklahoma City-County
31 Health Department and the City of Midwest City before commencing any hook ups or operations
32 at a special event. Food handlers shall have a health card showing them to be free from
33 communicable diseases, which card shall not be more than six (6) months old, issued by a
34 recognized official of the city, state or county agency. The city reserves the right to revoke the
35 City permit for noncompliance with such health regulations immediately and without notice.

36
37 **Section 11.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
38 repealed.

39
40 **Section 12.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
41 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
42 of the ordinance.

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PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney

1 (c) Organization or vendors participating in a city-sponsored special event will be exempt from
2 the permit or license fee required for the event; provided that the organization or vendor obtains
3 all permits and meets any applicable local, state or federal laws.
4

5 **Section 2.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article I,
6 In General, Section 32-4, Duty of police to enforce; is hereby amended to read as follows:
7

8 **Section 32-4, Duty of police to enforce; authority for resident to file complaint.**
9

10 A. It is the duty of any police officer of the city to require any person seen peddling,
11 soliciting or canvassing and who is not known by such officer to be duly licensed, to produce
12 his peddler's permit or license and to enforce the provisions of this chapter against any person
13 found to be violating the same.
14

15 B. Any resident of the City of Midwest City may sign a complaint if said resident finds any
16 person peddling, soliciting or canvassing without a permit or license. It is the duty of any police
17 officer of the City to investigate said complaint and to enforce the provisions of this chapter
18 against any person found violating the same.
19

20 **Section 3.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article I,
21 In General, Section 32-5, Loud noises and speaking devices; is hereby amended to read as follows:
22

23 **Section 32-5, Loud noises and speaking devices.**
24

25 No peddler, solicitor or canvasser, or any person in his behalf, shall shout, cry out, blow a horn,
26 ring a bell or use any sound device, including any loud-speaking, radio or sound-amplifying
27 system, upon any of the streets, alleys, parks or other public places of the city, or upon any
28 private premises in the city where sound of sufficient volume emitted or produced can be heard
29 from a distance of fifty (50) feet or more inside a building with all of its doors and windows
30 closed or a motor vehicle with all of its doors and windows closed if the source of such sound is
31 located upon any public right-of-way, for the purpose of attracting attention to any goods, wares
32 or merchandise which the peddler proposes to sell, or solicitor or canvasser intends to promote.
33

34 **Section 4.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article II,
35 Permit, Section 32-21, Required; is hereby amended to read as follows:
36

37 No person or any agency or employee thereof shall engage in the business of peddler, solicitor,
38 canvasser, hawker or huckster as defined herein without first obtaining a permit therefor as herein
39 provided, and paying the prescribed fees for same. An individual permit shall be required for any
40 and all persons engaged in peddling, soliciting, canvassing, hawking or huckstering. Any permit
41 issued shall only allow peddling, soliciting, canvassing, hawking or huckstering between the hours
42 of 9:00 am – 7:00 pm.
43

1 **Section 5.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article II,
2 Permit, Section 32-25, Fees; health certificates; is hereby amended to read as follows:

3
4 **Section 32-25, Fees; health certificates.**

5
6 (a) For the purposes of conducting the investigations, making the inspections, performing the
7 services and enforcing the regulations herein commanded, there is hereby levied a schedule of
8 fees and charges for the permits herein required for peddlers, hucksters, hawkers, solicitors,
9 canvassers and nonprofit organizations. The fees shall be as follows:

10
11 (1) *Hucksters, hawkers and peddlers generally:* There is hereby levied upon all
12 hucksters, hawkers and peddlers, and all persons engaged in buying and selling as
13 herein defined, except for hand pushcarts, ice cream wagons and solicitors, and
14 canvassers, a fee of five hundred and ninety dollars (\$590.00) for ninety (90) days,
15 or two hundred ninety-five dollars (\$295.00) for forty-five (45) days or less period of
16 time, for each vehicle, trailer, building or other devices used by such person in such
17 business; provided that each permittee shall be entitled to two (2) helpers, but that
18 each additional helper other than the two (2) allowed shall pay a fee of one-hundred
19 and twenty dollars (\$120.00) for ninety (90) days, or sixty dollars (\$60.00) for forty-
20 five (45) days or less period of time. There is hereby levied upon all hucksters,
21 hawkers and peddlers buying and selling as herein defined from pushcarts propelled
22 by human power, a fee of two-hundred thirty-five dollars (\$235.00) for ninety (90)
23 days, or one-hundred and twenty dollars (\$120.00) for forty-five (45) days or less
24 period of time; provided that each such huckster, hawker or peddler shall be entitled
25 to one (1) helper, but each additional helper other than the one (1) allowed shall pay
26 a fee of one-hundred and twenty dollars (\$120.00) for ninety (90) days, or dollars
27 (\$60.00) for forty-five (45) days or less period of time. No permit shall be issued
28 hereunder until the applicant has paid the required fees as specified. All hucksters,
29 hawkers, peddlers and helpers are hereby required to obtain all necessary permits or
30 licenses from the Oklahoma City-County Health Department as required by either
31 state law or state regulation and present to the City Clerk said permit or license from
32 the Oklahoma City-County Health Department at the time of application.

33
34 (2) *Ice cream wagons:* Ice cream wagons selling ices or other ice cream products from
35 vehicles other than pushcarts shall pay a fee of two-hundred thirty-five dollars
36 (\$235.00) per year, payable annually. Pushcarts selling ices or other ice cream
37 products shall pay a fee of twenty-five dollars (\$25.00) per year, payable annually.
38 All persons operating ice cream wagons shall obtain all necessary permits or licenses
39 from the Oklahoma City-County Health Department as required by either state law
40 or state regulation and present to the City Clerk said permit or license from the
41 Oklahoma City-County Health Department at the time of application.

42
43 (3) *Solicitors and canvassers:* All persons who go from house to house or place to place
44 in the city and solicit or canvass for orders for goods, wares, merchandise or
45 subscriptions for publications to be delivered in the future shall pay a fee of ten dollars
46 (\$10.00) per week, thirty-five dollars (\$35.00) per month or one-hundred and twenty

1 dollars (\$120.00) per year. All solicitors and canvassers shall obtain all necessary
2 permits or licenses from the Oklahoma City-County Health Department as required
3 by either state law or state regulation and present to the City Clerk said permit or
4 license from the Oklahoma City-County Health Department at the time of application.
5

6 (4) *Nonprofit organizations*: No permit fee shall be charged. All nonprofit organizations
7 shall obtain all necessary permits or licenses from the Oklahoma City-County Health
8 Department as required by either state law or state regulation and present to the City
9 Clerk said permit or license from the Oklahoma City-County Health Department at
10 the time of application.
11

12 (b) No free permits shall be granted, nor rebates allowed for any cause, nor any sum accepted
13 less than the amount herein specified, except as prescribed in section 32-3, for a shorter period
14 than therein required.
15

16 (c) No permit shall be issued until the amount prescribed therefore, shall have been paid to the
17 city clerk.
18

19 **Section 6.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article III,
20 Foodstuffs, Section 32-51, Inspections by health department; is hereby amended to read as follows:
21

22 **Section 32-51, Health Department licenses.**
23

24 Any hucksters, hawkers, solicitors, canvassers ~~and~~ or peddlers; and the wagons, carts or other
25 receptacles so used for the transportation shall obtain all necessary and required permits or
26 licenses from the Oklahoma City-County Health Department before selling or offering to sell
27 foodstuffs and prior to obtaining a permit or license from the City of Midwest City.
28

29 **Section 7.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article III,
30 Foodstuffs, Section 32-52, Condemning unwholesome food; is hereby amended to read as follows:
31

32 **Section 32-52, Condemning unwholesome food.**
33

34 The Oklahoma City-County Health Department shall have the right to condemn any such
35 foodstuffs which are unwholesome, injurious to health or unfit for human consumption.
36

37 **Section 8.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article V,
38 Special Events, Section 32-83, Special events defined; is hereby amended to read as follows:
39

40 **Section 32-83, Special events defined.**
41

42 Special events are a temporary assembly of individuals, that are open to the public, are being held
43 outdoors, are operating with property owner permissions on either public or private property, and
44 include activities and related accessory uses thereto, i.e., parking facilities. Flea markets, events

1 held in sport stadiums, and activities that are required to obtain a permit under a different chapter
2 of these City Ordinances are not considered special events.

3
4 **Section 9.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article V,
5 Special Events, Section 32-88, Exemptions; is hereby amended to read as follows:

6
7 **Section 32-88, Exemptions.**

8
9 The provisions of this article shall not apply to an organization that has received designation as
10 a charitable organization pursuant to Section 501(c)(3) of the United States Internal Revenue
11 Service regulations and are also co-sponsored by the City of Midwest City.

12
13 **Section 10.** That the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article
14 V, Special Events, Section 32-95, Health regulations; is hereby amended to read as follows:

15
16 **Section 32-95, Health regulations.**

17
18 When applicable, all special events shall comply with all city-county health regulations and other
19 recognized health practices. Mobile food trucks shall be licensed by the Oklahoma City-County
20 Health Department and the City of Midwest City before commencing any hook ups or operations
21 at a special event. Food handlers shall have a health card showing them to be free from
22 communicable diseases, which card shall not be more than six (6) months old, issued by a
23 recognized official of the city, state or county agency. The city reserves the right to revoke the
24 City permit for noncompliance with such health regulations immediately and without notice.

25
26 **Section 11.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
27 repealed.

28
29 **Section 12.** 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 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
34 Oklahoma, this _____ day of _____, 2023.

35
36 **THE CITY OF MIDWEST CITY, OKLAHOMA**

37
38
39
40 _____
41 MATTHEW D. DUKES, II, Mayor

42 ATTEST:
43
44

1 _____
2 SARA HANCOCK, City Clerk

3

4

5 Approved as to form and legality this ____ day of _____, 2023.

6

7

8

9 _____
DONALD D. MAISCH, City Attorney



Public Works Administration
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Memorandum

To: Honorable Mayor and City Council

From: R. Paul Streets, Public Works Director

Date: 25 July 2023

Subject: Discussion, consideration, and possible action of approving the annual review of the water meter schedule of fees as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc.

Public Works is proposing the following changes to the water meter schedule of fees effective July 1, 2023. The fee increase is being made to account for the increased cost of materials and labor associated with purchasing and installing these meters as outlined in the attached documentation. For 5/8 x 3/4" to six (6) inch diameter meters, the associated fees for FY 2023-2024 are listed in the table below. For eight (8) inch diameter and larger meters, Line Maintenance will calculate the fee based on market pricing at the time of the request and provide the associated fee amount to Community Development for assessment when a permit application is filed.

Size	2022-2023	2023-2024
5/8 X 3/4"	\$ 601	\$ 674
1"	\$ 436	\$ 474
1 1/2"	\$ 706	\$ 709
2"	\$ 1,186	\$ 1,189
3"	\$ 1,411	\$ 1,414
4"	\$ 2,501	\$ 2,504
6"	\$ 4,231	\$ 4,234
8" and larger	TBD <i>(Supplier quote + Foreman delivery and inspection)</i>	TBD <i>(Supplier quote + Foreman delivery and inspection)</i>

Action is at the discretion of the City Council.

Respectfully,

R. Paul Streets
Public Works Director

FY 2023/2024 Water Meter Fee Increase Justification

Materials & Labor	FY 23-24 Cost	FY 22-23 Cost
5/8" Meter	\$ 470	\$ 400
Smart point	\$ 150	\$ 150
Truck (8808)*	\$ 21	\$ 20
Foreman	\$ 33	\$ 31
	\$ 674	\$ 601

1" Meter	\$ 270	\$ 235
Smart point	\$ 150	\$ 150
Truck (8808)*	\$ 21	\$ 20
Foreman	\$ 33	\$ 31
	\$ 474	\$ 436

1.5" Meter	\$ 505	\$ 505
Smart point	\$ 150	\$ 150
Truck (8808)*	\$ 21	\$ 20
Foreman	\$ 33	\$ 31
	\$ 709	\$ 706

2" Meter	\$ 985	\$ 985
Smart point	\$ 150	\$ 150
Truck (8808)*	\$ 21	\$ 20
Foreman	\$ 33	\$ 31
	\$ 1,189	\$ 1,186

3" Meter	\$ 1,210	\$ 1,210
Smart point	\$ 150	\$ 150
Truck (8808)*	\$ 21	\$ 20
Foreman	\$ 33	\$ 31
	\$ 1,414	\$ 1,411

4" Meter	\$ 2,300	\$ 2,300
Smart point	\$ 150	\$ 150
Truck (8808)*	\$ 21	\$ 20
Foreman	\$ 33	\$ 31
	\$ 2,504	\$ 2,501

6" Meter	\$ 4,030	\$ 4,030
Smart point	\$ 150	\$ 150
Truck (8808)*	\$ 21	\$ 20
Foreman	\$ 33	\$ 31
	\$ 4,234	\$ 4,231

*Truck rate is based on the FEMA equipment rates for Cost Code 8808.



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: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: July 25, 2023

RE: Discussion, consideration, and possible action of approving amendments to the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-17, Elected Official Accountability Act and Ethics Policy; and providing for repealer, severability and emergency. (City Attorney – D. Maisch).

The proposed changes to Section 2-17 of the City Ordinances are a culmination from an opinion from outside counsel to remove vagueness and make clearer the provisions in Section 2-17. The proposed amendments were drafted by outside counsel and the City Attorney, looking at provisions from other jurisdictions and Oklahoma Appellate Court Opinions. The proposed amendments create the following sections within the City Ordinance:

- A. Purpose
- B. Definitions
- C. Requirements
- D. Guidance
- E. Violations, Investigation and Enforcement

The Ordinance Review Committee recommended approval of the proposed Amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 Policy, the following words and/or terms shall have the following meanings unless the context
2 clearly indicates otherwise:

3
4 1. “Abusive conduct” means undertaking physical acts upon another City Council
5 Member, City Authority Member, City Board Member, City Committee Member, City
6 Commission Member with either the intent to or actually injuring said Member, or verbal
7 communication direct towards said Member or Members that includes, but is not limited to
8 cursing, name calling, intimidation, coercion, making false statements, making statements
9 unsupported by fact and/or evidence.

10
11 2. “Adjudicative decision” means a decision where the member is called upon to
12 determine and apply facts peculiar to an individual case.

13
14 3. “Advocacy” means the act of pleading, supporting or recommending on a
15 specific topic or action.

16
17 4. “Bias” means a particular tendency, trend, inclination, feeling or opinion,
18 especially one that is preconceived or unreasoned.

19
20 5. “Business entity” means individuals, partnerships, business trusts,
21 cooperatives, associates, corporations, limited liability companies or any other firm, group or
22 concern which functions as a separate entity for business purposes.

23
24 6. “Common good” means betterment of the general public.

25
26 7. “Conduct” means mode of action.

27
28 8. “Conflict-of-Interest” means a clash between the public interest and the private
29 interest of the individual concerned.

30
31 9. “Direct Interest” means an interest that is certain and not contingent or doubtful.

32
33 10. “Family” means, Mother, Father, Spouse, Child (whether natural, adopted or
34 foster), Grandparent, Aunt, Uncle, First Cousin, Brother or Sister.

35
36 11. “Impartiality” means the treating of all issues or persons alike, equitably, fairly
37 and justly.

38
39 12. “Impropriety” means unfitness or unsuitable to character, time, place or
40 circumstances.

41
42 13. “Independence” means freedom from influence or controls other than those
43 established by law.

44
45 14. “Indirect interest” means an interest by an intermediary, other than him/herself.
46

1 15. “Material financial interest” means direct or indirect financial or beneficial
2 financial interest of any kind or an interest that results in or is reasonably expected to return
3 or produce some monetary gain or other material thing of value.

4
5 16. “Member” means a person who has been elected or appointed to the City
6 Council, City Authorities, City Boards, City Committees and City Commissions established
7 by State Statute and/or City ordinance.

8
9 17. “Personal bias” means a bias that is based on a person’s life, relationships, or
10 emotions.

11
12 18. “Personal Conduct” means an individual’s behavior, actions, management of
13 oneself, or deportment.

14
15 19. “Personal Gain” means a benefit received by an individual or member of the
16 individual’s family.

17
18 20. “Policies of the City Council” means those items adopted by a majority of the
19 members of the City Council through resolution or other action that regulates the City Council
20 meetings or actions of City Council members.

21
22 21. “Professional Conduct” means the accepted manner in which an individual in
23 a professional or meeting setting is reasonably expected to act.

24
25 22. “Public Discussion” means that time set aside on the City Council, Board, or
26 Authority agenda where by members of the public may direct comments to the Members of
27 the City Council within the parameters set by the Policies of the City Council.

28
29 23. “Public interest” means the collective well-being of the community, its
30 institutions, its people, its businesses and its professional services.

31
32 24. “Public issues” means issues that impact the citizens of the City of Midwest
33 City directly that are community-based, civically based, or societal based.

34
35 25. “Public meeting” has the same definition as contained in the Oklahoma Open
36 Records Act, Title 51 of the Oklahoma Statutes, Section 24A.1 et seq.

37
38 26. “Receiving information” means obtaining information, whether solicited or
39 not, on a topic or issue either during a City Council meeting or outside a City Council meeting.

40
41 27. “Reproach” means to address another person in such a way as to express
42 disapproval or disappointment.

43
44 28. “Stewardship” means the duties of supervising or taking care of something,
45 such as an organization or property.

1 29. “Substantiated” means a complaint that alleges a violation of either Part (C) and/or
2 Part (D) of this Ordinance has been verified by competent facts and that substantial evidence exists
3 to support.

4
5 30. “Unsubstantiated” means a complaint that alleges a violation of this Ordinance that
6 is not supported by competent facts or substantial evidence or existent of facts and/or an allegation
7 that is not a per se violation of this Ordinance.

8
9 **C. Ethical Standards.** ~~Therefore, members~~ Members of the City Council and of all
10 Authorities, Boards, Committees and Commissions shall conduct themselves in accordance
11 with the following ethical standards:

- 12 1. **Act in the Public Interest.** Recognizing that stewardship of the public interest
13 ~~must~~ shall be their primary concern, members ~~will~~ shall work for the common
14 good of the people of the City of Midwest City and not for any private or
15 personal interest unless said interest is also a public interest, and they ~~will~~ shall
16 assure fair and equal treatment of all persons, claims and transactions coming
17 before them.
- 18
19 2. **Comply with both the spirit and the letter of the Law and City Policy.** Members
20 shall comply with the laws of the ~~nation~~ United States, the State of Oklahoma
21 and the ordinances of the City of Midwest City in the performance of their
22 ~~public~~ duties as established by state law, city charter or city ordinance.
- 23
24 3. **Conduct of Members.** The professional and personal conduct of members while
25 exercising their office ~~must~~ shall be above reproach and avoid even the
26 appearance of impropriety. Members shall refrain from abusive conduct towards
27 other members, ~~and~~ the staff or public.
- 28
29 4. **Respect for Process.** Members shall perform their duties in accordance with the
30 ~~processes and rules of order~~ policies established by the City Council.
- 31
32 5. **Conduct at Public Meetings.** Members shall prepare themselves for public
33 issues; listen courteously and attentively to all public discussions before the
34 body; and focus on the business at hand.
- 35
36 6. **Decisions Based on Merit.** Members shall base their decisions on the merits
37 and substance of the matter at hand, rather than on unrelated considerations.
38 When making adjudicative decisions ~~(those decisions where the member is~~
39 ~~called upon to determine and apply facts peculiar to an individual case),~~
40 members shall maintain an open mind until the conclusion of the hearing on
41 the matter and shall base their decisions on the facts presented at the hearing and
42 the law.
- 43
44 7. **Communication.** For adjudicative matters pending before the body, members
45 shall refrain from receiving information outside of an open public meeting or
46 the agenda materials, except on advice of the City Attorney. Members shall

1 publicly disclose substantive information that is relevant to a matter under
2 consideration by the body which they may have received from sources outside
3 of the public decision-making process.
4

5 8. **Conflict of Interest.** In order to assure their independence and impartiality on
6 behalf of the common good and compliance with ~~conflict of interest~~ conflict-of-
7 interest laws, members shall use their best efforts to refrain from ~~creating~~
8 an appearance of impropriety in their actions and decisions. Members shall not use
9 their official positions to influence government decisions in which they or a
10 member of his/her ~~immediate~~ family (~~defined as any person related within the~~
11 ~~third degree by blood or marriage to the council member~~) have:
12

13 (a) a material financial interest ~~or on~~ in:

- 14
- 15 1) any business entity in which the ~~councilmember~~ member has a direct
16 or indirect interest;
 - 17 2) any real property in which the ~~councilmember~~ member has a direct or
18 indirect interest; or
 - 19 3) any business entity in which the ~~councilmember~~ member is a director,
20 officer, partner, trustee or employee, or holds any position of
21 management.
22

23 (b) an organizational responsibility or personal relationship which may give
24 the appearance of a conflict of interest, or
25

26 (c) a ~~strong~~ personal bias.
27

28 A member who has a potential conflict of interest regarding a particular
29 decision shall disclose the matter to the City Attorney and/or City Manager and
30 reasonably cooperate with the City Attorney to analyze the potential conflict.
31 ~~If advised by the City Attorney to seek advice from appropriate state agency,~~
32 ~~a member shall not participate in a decision unless and until he or she has~~
33 ~~requested and received advice allowing the member to participate. A~~
34 ~~member shall diligently pursue obtaining such advice. The member shall~~
35 ~~provide the City Manager and the City Attorney a copy of any written request~~
36 ~~or advice, and conform his or her participation to the advice given. In~~
37 ~~providing assistance to members, the City Attorney represents the City and~~
38 ~~not individual members.~~
39

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

1
2 9. **Gifts and Favors.** Members shall not take any special advantage of services or
3 opportunities for personal gain, by virtue of their public office that is not
4 available to the public in general. ~~They~~ Members shall refrain from accepting
5 any gifts, favors or promises of future benefits which ~~might compromise~~
6 compromises their independence of judgment or action or give the appearance
7 of being compromised.

8
9 No member ~~of the council~~ shall receive any payments or gifts, other than those
10 provided in the Charter or in the Code of Ordinances, for action or inaction in
11 his/her ~~elected~~ official capacity.

12
13 10. **Confidential Information.** Members ~~must~~ shall maintain the confidentiality of
14 all written materials and verbal information provided to members which is
15 confidential or privileged. No member ~~of the council~~ shall disclose confidential
16 discussions occurring in executive session with anyone other than other
17 ~~councilmember~~ member or invited staff/guests. Members shall neither disclose
18 confidential information without proper legal authorization, nor use such
19 information to advance their personal, financial or other private interests, nor shall
20 any member ~~of the council~~ make, participate in making, or in any way attempt to
21 use his/her official position to influence the making of any decision that ~~s/he~~ the
22 member knows or should know will have a reasonably foreseeable material financial
23 effect, on the member ~~of the council~~ or a ~~member of his/her immediate~~ family
24 (~~defined as any person related within the third degree by blood or marriage to the~~
25 ~~councilmember~~) or on:

- 26
27 1) Any business entity in which the ~~council~~ member has a direct or indirect
28 interest;
- 29 2) Any real property in which the ~~council~~ member has a direct or indirect
30 interest; or
- 31 3) Any business entity in which the ~~council~~ member is a director, officer,
32 partner, trustee or employee, or holds any position of management.

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

37
38 12. **Representation of Private Interests.** In keeping with their role as stewards of
39 the public interest, members ~~of Council~~ shall not appear on behalf of the
40 private interests of third parties before the Council or any Authority, Board,
41 Committee, Commission or proceeding of the City, ~~nor shall members of~~
42 ~~Boards, Committees and Commissions appear before their own bodies or before~~
43 ~~the Council on behalf of the private interests of third parties on matters related~~
44 ~~to the areas of service of their bodies.~~

1 13. **Advocacy.** Members shall represent the official policies or positions of the City
2 Council, Authority, Board, Committee or Commission to the best of their ability
3 when designated as delegates for this purpose. When presenting their individual
4 opinions and positions, members shall explicitly state they do not represent their
5 body or the City of Midwest City, nor will they allow the inference that they do.
6 Councilmembers and Authority, Board, Committee and Commission members
7 have the right to endorse candidates for all Council seats or other elected offices.
8 It is inappropriate to mention or display endorsements during Council meetings,
9 or Authority, Board, Committee and Commission meetings, or other official City
10 meetings.
11

12 14. **Policy Role of Members.** Members shall respect and adhere to the council-
13 manager structure of City of Midwest City government as outlined in the
14 Midwest City Code. In this structure, the City Council determines the policies
15 of the City with the advice, information and analysis provided by City staff,
16 Authorities, Boards, Committees and Commissions, and the public. Except as
17 provided by the City Code, members shall not interfere with the administrative
18 functions of the City or the professional duties of City staff; nor shall they impair
19 the ability of staff to implement Council policy decisions.
20

21 15. **Independence of Boards, Committees and Commissions.** Because of the
22 value of the independent advice of Authorities, Boards, Committees and
23 Commissions to the public decision-making process, members of City Council
24 shall refrain from using their position to unduly influence the deliberations or
25 outcomes of Authorities, Board, Committee and Commission proceedings.
26

27 16. **Positive Work Place Environment.** Members shall support the maintenance of
28 a positive and constructive work place environment for City employees and for
29 citizens and businesses dealing with the City. Members shall recognize their
30 special role in dealings with City employees to in no way create the perception
31 of inappropriate direction to staff.
32

33 (a) Unless the request is otherwise authorized by law, if a member requests research
34 or other work by City staff, such requests shall be directed to the City Manager, unless
35 the request is for legal research, then the request shall be directed to the City Attorney.
36

37 (b) If the request, pursuant to paragraph (C)(16)(a) above, will take more than one
38 (1) hour of staff time to complete, then the request shall be placed on the next
39 available City Council Agenda. The City Council shall consider and determine
40 whether staff time shall be devoted to the request.
41

42 (c) Any response from City staff to a request pursuant to paragraph (C)(16)(a) above,
43 shall be distributed to all members of the City Council.
44

45 (d) Members shall not attempt to pressure or influence discussions,
46 recommendations, workloads, schedules or priorities of City staff. A violation of

1 this provision is also hereby deemed to be a violation of Article II, Section 6 of the
2 Charter for the City of Midwest City.

3
4 **17. Elections.** No member of the council or candidate for council shall receive more
5 than an amount established by state law in monetary or in-kind donations for
6 each council election for which the member of council or candidate seeks office.

7
8 **B. CONDUCT GUIDELINES**

9
10 **D. Guidelines for Conduct**

11
12 The ~~Conduct Guidelines~~ following guidelines are designed to describe the manner in which
13 elected and appointed officials should treat one another, City staff, constituents, and others
14 they come into contact with while representing the City of Midwest City.

15
16 **1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings**

17
18 Elected and appointed officials are individuals with a wide variety of backgrounds,
19 personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve
20 in public office in order to preserve and protect the present and the future of the
21 community. In all cases, this common goal should be acknowledged even though
22 individuals may not agree on every issue.

23
24 *(a) Honor the role of the chair in maintaining order*

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

30
31 *(b) Practice civility and decorum in discussions and debate*

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

37
38 *(c) Avoid personal comments that could offend other members*

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

43
44 *(d) Demonstrate effective problem-solving approaches*

45 Members have a public stage and have the responsibility to show how individuals
46 with disparate points of view can find common ground and seek a compromise

1 that benefits the community as a whole.

2
3 **2. Elected and Appointed Officials' Conduct with the Public in Public Meetings**
4

5 Making the public feel welcome is an important part of the democratic process. No
6 signs of partiality, prejudice or disrespect should be evident on the part of individual
7 members toward an individual participating in a public forum. Every effort should be
8 made to be fair and impartial in listening to public testimony or comment.
9

10 (a) *Be welcoming to speakers and treat them with care and gentleness.*
11 While questions of clarification may be asked, the official's primary
12 role ~~during public testimony~~ is to listen.
13

14 (b) *Be fair and equitable in allocating public hearing time to individual*
15 *speakers.*

16 The chair will ~~determine and~~ announce time limits ~~on~~ for speakers at the
17 start of ~~the public hearing process~~ testimony or comment in accordance
18 with the policies established by the City Council.
19

20 (c) *Practice active listening*

21 It is disconcerting to speakers to have members not look at them when
22 they are speaking.
23

24 (d) *Maintain an open mind*

25 Members of the public deserve an opportunity to influence the thinking
26 of elected and appointed officials.
27

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

29 Only the chair - not individual members - can interrupt a speaker during
30 a presentation. However, a member can ask the chair for a point of order
31 if the speaker is off the topic or exhibiting behavior or language the
32 member finds disturbing.
33

34 **3. Elected and Appointed Officials' Conduct with City Staff**
35

36 Governance of a City relies on the cooperative efforts of elected officials, who set
37 policy, appointed officials who advise the elected, and City staff who implement and
38 administer the Council's policies. Therefore, every effort should be made to be
39 cooperative and show mutual respect for the contributions made by each individual for
40 the good of the community.
41

42 (a) *Treat all staff as professionals*

43 Clear, honest communication that respects the abilities, experience, and
44 dignity of each individual is expected. Poor behavior towards staff is not
45 acceptable.
46

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

1 Elected and appointed officials should not disrupt City staff while they
2 are in meetings, on the phone, or engrossed in performing their job functions
3 in order to have their individual needs met. Do not attend City staff meetings
4 unless requested by staff- even if the elected or appointed official does not
5 say anything, his or her presence implies support, shows partiality, may
6 intimidate staff, and hampers staffs ability to do their job objectively.
7

8 (c) *Never publicly criticize an individual employee*

9 Elected and appointed officials should never express concerns about the
10 performance of a City employee in public, to the employee directly, in
11 social media, to the press, or to the employee's manager. Comments about
12 staff performance should only be made to the City Manager through private
13 correspondence or conversation. Appointed officials should make their
14 comments regarding staff to the City Manager.
15

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

17 Elected and appointed officials acting in their individual capacity must not
18 attempt to influence City staff on the making of appointments, awarding
19 of contracts, selecting of consultants, processing of development
20 applications, or granting of City licenses and permits.
21

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

23 Elected and appointed officials should not solicit any type of political
24 support (financial contributions, display of posters or lawn signs, name on
25 support list, etc.) from City staff. City staff may, as private citizens with
26 constitutional rights, support political candidates but all such activities
27 must be done away from the workplace.
28

29 (f) *No Attorney-Client Relationship*

30 Members shall not seek to establish an attorney-client relationship with the
31 City Attorney, including his or her staff and attorneys contracted to work on
32 behalf of the City. The City Attorney represents the City and not
33 individual members. Members who consult with the City Attorney cannot
34 enjoy or establish an attorney-client relationship with the attorney.
35

36 (g) *Council Member Must Resign*

37 If a sitting council member intends to apply for a full time or part time
38 position with the City of Midwest City, he/she must resign from the council
39 before applying for that position.
40

41 **4. Council Conduct with Boards, Committees and Commissions**
42

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

1 with appreciation and respect.

2
3 (a) *If attending a Board, Committee or Commission meeting, be careful to only*
4 *express personal opinions.*

5 Councilmembers may attend any Board, Committee or Commission
6 meeting, which are always open to any member of the public. However, they
7 should be sensitive to the way their participation - especially if it is on
8 behalf of an individual, business or developer - could be viewed as unfairly
9 affecting the process. Any public comments by a Councilmember at a Board,
10 Committee or Commission meeting should be clearly made as individual
11 opinion and not a representation of the feelings of the entire City Council.
12

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

15 It is inappropriate for a Councilmember to contact a Board, Committee or
16 Commission member to lobby on behalf of an individual, business, or
17 developer, and vice versa. It is acceptable for Councilmembers to contact
18 Board, Committee or Commission members in order to clarify a position
19 taken by the Board, Committee or Commission.
20

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

23 The City Council appoints individuals to serve on Boards, Committees and
24 Commissions, and it is the responsibility of Boards, Committees and
25 Commissions to follow policy established by the Council. But Board,
26 Committee and Commission members do not report to individual
27 Councilmembers, nor should Councilmembers feel they have the power or
28 right to threaten Board, Committee and Commission members with removal
29 if they disagree about an issue. Appointment and re-appointment to a Board,
30 Committee or Commission should be based on such criteria as expertise,
31 ability to work with staff and the public, and commitment to fulfilling official
32 duties. A Board, Committee or Commission appointment should not be
33 used as a political "reward."
34

35 (d) *Be respectful of diverse opinions*

36 A primary role of Boards, Committees and Commissions is to represent
37 many points of view in the community and to provide the Council with
38 advice based on a full spectrum of concerns and perspectives.
39 Councilmembers may have a closer working relationship with some
40 individuals serving on Boards, Committees and Commissions, but must
41 be fair and respectful of all citizens serving on Boards, Committees and
42 Commissions.
43

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

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

1 duties. Conversely, Councilmembers may support Board, Committee and
2 Commission members who are running for office, but not in an official
3 forum in their capacity as a Councilmember.
4

5 ~~C. VIOLATION~~

6
7 E. Enforcement Procedures.
8

9 1. If a member believes another member has violated any of the requirements of Part
10 (C) or the recommendations of Part (D) above, that member may choose to discuss the matter with
11 the other member in an informal setting to resolve any issue.
12

13 2. Any person may file a formal complaint concerning the actions of a member that
14 appears to be a violation of Parts (C) or (D) above. Said complaint shall be in writing and initially
15 submitted to the City Attorney. Upon receipt of a formal written complaint, the City Attorney
16 shall forward the complaint to the City Manager. The City Manager and City Attorney shall advise
17 the City Council of the receipt of a formal complaint in Executive Session.
18

19 3. There is hereby established an Ethics Review Officer to review any formal written
20 complaints. The Ethics Review officer shall be appointed by the Mayor, if the Mayor is the subject
21 of the complaint, then the Vice-Mayor shall appoint, if the Vice-Mayor is also the subject of the
22 complaint, then the City Manager, if the City Manager is also the subject of the complaint, then
23 the City Attorney and be a former mayor for the City of Midwest City. If a former mayor is not
24 available or is unwilling to serve, then a former vice-mayor of the City of Midwest City shall be
25 appointed, if a former vice-mayor is not available or is unwilling to serve, then a former City
26 Council Member of the City of Midwest City shall be appointed to serve.
27

28 4. The City Manager is hereby authorized to enter into contracts with the appointed
29 Ethics Review Officer for their services. The contract will set an hourly rate for said services.
30

31 5. Upon review of a formal written complaint by the City Manager and the City
32 Attorney, the City Manager shall contact the Ethics Review Officer concerning the complaint and
33 the City Attorney shall forward a copy of the complaint to the Ethics Review Officer.
34

35 6. The Ethics Review Officer shall investigate the complaint to determine if the
36 complaint is substantiated or unsubstantiated. The Ethics Review Officer shall have all the
37 resources that the City of Midwest City has available to undertake the investigation. The Ethics
38 Review Officer, City Manager and City Attorney shall establish timelines for the completion of
39 the investigation and issuance of a written report based on the types and complexity of issues raised
40 in the complaint. The City Manager shall notify the members of the City Council concerning the
41 timeline established.
42

43 7. Upon completion of the investigation, the Ethics Review Officer shall issue a
44 written report of its findings and recommendations on each issue raised in the complaint, whether
45 that issue is substantiated or unsubstantiated, the reasoning for the finding and any
46 recommendations as to a resolution based on the options listed in Paragraphs (E)(9), (E)(10), or

1 (E)(11) of this City Ordinance.

2
3 8. If the Ethics Review Officer finds that the complaint is unsubstantiated, the report
4 shall be submitted to the City Manager and City Attorney. The City Attorney shall forward the
5 findings of the Ethics Review Officer to the complainant and the member who the complaint was
6 filed against. If the Ethics Review Officer finds two consecutive complaints from the same
7 complainant against the same member as unsubstantiated, then the City Attorney shall not forward
8 any future complaints from the complainant concerning the member to either the City Manager or
9 the Ethics Review Officer. The City Council shall be notified by the City Manager of the findings
10 in the report from the Ethics Review Officer;

11
12 9. If the complaint concerns issues with recommendations contained in Part (D) above
13 only, and the investigation by the Ethics Review Officer finds the complaint is substantiated, the
14 Ethics Review Officer Report shall be submitted to the City Manager and City Attorney. The City
15 Manager shall place the Report on the City Council Agenda for Executive Session. The City
16 Attorney shall forward the Report to the complainant, member who the complaint is filed against
17 and the members of the City Council. During the Executive Session of the City Council meeting
18 the complainant and the member who the complaint was filed against shall be invited to appear.
19 The Report shall be discussed and either no action and/or oral counselling shall be provided or
20 occur during the Executive Session.

21
22 10. If the complaint concerns issues with recommendations contained in Part (D) above
23 and requirements contained in Part (C) above, and only the issues identified in Part (D) above are
24 substantiated, then the processes contained in Paragraph (E)(9) of this City Ordinance shall be
25 followed.

26
27 11. If the complaint concerns issues with the requirements contained in Part (C) above
28 only, or recommendations contained in Part (D) above and requirements contained in Part (C)
29 above combined and the issues contained in Part (C) are substantiated, the Ethics Review Officer
30 Report shall be submitted to the City Manager and City Attorney. The City Manager shall place
31 the Report on the City Council Agenda for Executive Session. The City Attorney shall forward
32 the Report to the complainant, member who the complaint is filed against and the members of the
33 City Council. During the Executive Session of the City Council meeting the complainant, the
34 Ethics Review Officer and the member who the complaint was filed against shall be invited to
35 appear. The Report shall be discussed during the Executive Session. The City Council may vote
36 to resolve the complaint based on the recommendations of the Ethics Review Officer or different
37 than the recommendations of the Ethics Review Officer, which may include but not be limited to:

- 38
39 a. take no action;
40 b. oral counselling;
41 c. written counselling;
42 d. written reprimand;
43 e. censure; or
44 f. referral to the Oklahoma County District Attorney and/or Oklahoma
45 Attorney General for appropriate action pursuant to state law.
46

1 The vote by the members of the City Council shall occur in open meeting and may include one or
2 more of the possible resolutions to the complaint.

3
4 12. If there is a subsequent complaint received on a member based on the same or
5 similar issues that has been previously substantiated and the investigation into the subsequent
6 complaint results in a substantiated finding, the resolution to the complaint can be no less that what
7 the City Council voted and approved on the previous complaint.

8
9 ~~Councilmembers: Councilmembers who intentionally and repeatedly do not follow proper~~
10 ~~conduct may be reprimanded or formally censured by the Council, lose seniority or committee~~
11 ~~assignments (both within the City of Midwest City and with intergovernmental agencies) or~~
12 ~~other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of~~
13 ~~Conduct could lead to other sanctions as deemed appropriate by the Council.~~

14
15 ~~Individual Councilmembers should point out to the offending Councilmember perceived~~
16 ~~infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should~~
17 ~~be referred to the Mayor in private. If the Mayor is the individual whose actions are being~~
18 ~~questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of~~
19 ~~the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant~~
20 ~~sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can~~
21 ~~be brought up with the full Council.~~

22
23 ~~Board, Committee and Commission Members: Counseling, verbal reprimands and written~~
24 ~~warnings may be administered by the Mayor to Board, Committee and Commission members~~
25 ~~failing to comply with City policy. These lower levels of sanctions shall be kept private to the~~
26 ~~degree allowed by law. Copies of all written reprimands administered by the Mayor shall be~~
27 ~~distributed in memo format to the chair of the respective Board, Committee or Commission,~~
28 ~~the City Clerk, the City Attorney, the City Manager, and the City Council.~~

29
30 ~~The City Council may impose sanctions on Board, Committee and Commission~~
31 ~~members whose conduct does not comply with the policies and/or rules for said Boards,~~
32 ~~Committees or Commissions, up to and including removal from office. Any form of~~
33 ~~discipline imposed by Council shall be determined by a majority vote of at least a quorum~~
34 ~~of the Council at a noticed public meeting and such action shall be preceded by a Report~~
35 ~~to Council with supporting documentation.~~

36
37 ~~When deemed warranted, the Mayor or majority of Council may call for an investigation~~
38 ~~of Board, Committee or Commission member conduct. Also, should the City Manager or~~
39 ~~City Attorney believe an investigation is warranted, they shall confer with the Mayor or~~
40 ~~Council. The Mayor or Council shall ask the City Manager or the City Attorney to~~
41 ~~investigate the allegation and report the findings.~~

42
43 ~~These sanctions are alternatives to any other remedy that might otherwise be available to~~
44 ~~remedy conduct that violates this code or state or federal law. In order to protect and~~
45 ~~preserve good government, any individual including the City Manager and the City Attorney~~
46 ~~after complying with Rule 1.13 of the State Bar Rules of Professional Conduct, who knows~~

1 ~~or reasonably believes a member acts or intends or refuses to act in a manner that is or may~~
2 ~~be a violation of law reasonably imputable to the organization, or in a manner which is~~
3 ~~likely to result in substantial injury to the organization, may report the violation to the~~
4 ~~appropriate governmental authorities.~~

5
6 ~~A violation of any item listed in the Ethics Code, section A, shall be a misdemeanor punishable~~
7 ~~upon conviction by a fine, the amount of which shall be five hundred dollars (\$500.00).~~
8 ~~Any person convicted of a violation of this section shall immediately be removed from~~
9 ~~office and shall forever be disqualified from filing for or holding a city elective office.~~

10
11 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
12 repealed.

13
14 **Section 3.** 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
18 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
19 Oklahoma, this _____ day of _____, 2023.

20
21 **THE CITY OF MIDWEST CITY, OKLAHOMA**

22
23
24
25 _____
26 MATTHEW D. DUKES, II, Mayor

27 ATTEST:

28
29
30 _____
31 SARA HANCOCK, City Clerk

32
33
34 Approved as to form and legality this ____ day of _____, 2023.

35
36
37 _____
38 DONALD D. MAISCH, City Attorney

1 **Section 4.** EMERGENCY. The City Council declares these ordinance amendments to be an
2 emergency, it being immediately necessary for the preservation of the peace, health and safety of
3 the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put
4 into full force and effect, an emergency is hereby declared to exist by reason whereof this
5 ordinance shall take effect and be in full force from and after its passage as provided by law.
6

7 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the City
8 of Midwest City, Oklahoma, this _____ day of _____, 2023.

9
10 **THE CITY OF MIDWEST CITY, OKLAHOMA**

11
12
13
14 _____
15 MATTHEW D. DUKES, II, Mayor

16 ATTEST:
17
18
19 _____
20 SARA HANCOCK, City Clerk

21
22
23 Approved as to form and legality this _____ day of _____, 2023.

24
25
26 _____
27 DONALD D. MAISCH, City Attorney

28

1 especially one that is preconceived or unreasoned.

2
3 5. “Business entity” means individuals, partnerships, business trusts,
4 cooperatives, associates, corporations, limited liability companies or any other firm, group or
5 concern which functions as a separate entity for business purposes.

6
7 6. “Common good” means betterment of the general public.

8
9 7. “Conduct” means mode of action.

10
11 8. “Conflict-of-Interest” means a clash between the public interest and the private
12 interest of the individual concerned.

13
14 9. “Direct Interest” means an interest that is certain and not contingent or doubtful.

15
16 10. “Family” means, Mother, Father, Spouse, Child (whether natural, adopted or
17 foster), Grandparent, Aunt, Uncle, First Cousin, Brother or Sister.

18
19 11. “Impartiality” means the treating of all issues or persons alike, equitably, fairly
20 and justly.

21
22 12. “Impropriety” means unfitness or unsuitable to character, time, place or
23 circumstances.

24
25 13. “Independence” means freedom from influence or controls other than those
26 established by law.

27
28 14. “Indirect interest” means an interest by an intermediary, other than him/herself.

29
30 15. “Material financial interest” means direct or indirect financial or beneficial
31 financial interest of any kind or an interest that results in or is reasonably expected to return
32 or produce some monetary gain or other material thing of value.

33
34 16. “Member” means a person who has been elected or appointed to the City
35 Council, City Authorities, City Boards, City Committees and City Commissions established
36 by State Statute and/or City ordinance.

37
38 17. “Personal bias” means a bias that is based on a person’s life, relationships, or
39 emotions.

40
41 18. “Personal Conduct” means an individual’s behavior, actions, management of
42 oneself, or deportment.

43
44 19. “Personal Gain” means a benefit received by an individual or member of the
45 individual’s family.

1 20. “Policies of the City Council” means those items adopted by a majority of the
2 members of the City Council through resolution or other action that regulates the City Council
3 meetings or actions of City Council members.
4

5 21. “Professional Conduct” means the accepted manner in which an individual in
6 a professional or meeting setting is reasonably expected to act.
7

8 22. “Public Discussion” means that time set aside on the City Council, Board, or
9 Authority agenda where by members of the public may direct comments to the Members of
10 the City Council within the parameters set by the Policies of the City Council.
11

12 23. “Public interest” means the collective well-being of the community, its
13 institutions, its people, its businesses and its professional services.
14

15 24. “Public issues” means issues that impact the citizens of the City of Midwest
16 City directly that are community-based, civically based, or societal based.
17

18 25. “Public meeting” has the same definition as contained in the Oklahoma Open
19 Records Act, Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*
20

21 26. “Receiving information” means obtaining information, whether solicited or
22 not, on a topic or issue either during a City Council meeting or outside a City Council meeting.
23

24 27. “Reproach” means to address another person in such a way as to express
25 disapproval or disappointment.
26

27 28. “Stewardship” means the duties of supervising or taking care of something,
28 such as an organization or property.
29

30 29. “Substantiated” means a complaint that alleges a violation of either Part (C) and/or
31 Part (D) of this Ordinance has been verified by competent facts and that substantial evidence exists
32 to support.
33

34 30. “Unsubstantiated” means a complaint that alleges a violation of this Ordinance that
35 is not supported by competent facts or substantial evidence or existent of facts and/or an allegation
36 that is not a per se violation of this Ordinance.
37

38 C. **Ethical Standards.** Members shall conduct themselves in accordance with the
39 following ethical standards:

40 1. **Act in the Public Interest.** Recognizing that stewardship of the public interest
41 shall be their primary concern, members shall work for the common good of the
42 people of the City of Midwest City and not for any private or personal interest
43 unless said interest is also a public interest, and they shall assure fair and equal
44 treatment of all persons, claims and transactions coming before them.
45

46 2. **Comply with both the spirit and the letter of the Law and City Policy.** Members

1 shall comply with the laws of the United States, the State of Oklahoma and the
2 ordinances of the City of Midwest City in the performance of their duties as
3 established by state law, city charter or city ordinance.
4

- 5 3. **Conduct of Members.** The professional and personal conduct of members while
6 exercising their office shall be above reproach and avoid even the appearance of
7 impropriety. Members shall refrain from abusive conduct towards other
8 members, ~~and~~ the staff or public.
9
- 10 4. **Respect for Process.** Members shall perform their duties in accordance with the
11 policies established by the City Council.
12
- 13 5. **Conduct at Public Meetings.** Members shall prepare themselves for public
14 issues; listen courteously and attentively to all public discussions before the
15 body; and focus on the business at hand.
16
- 17 6. **Decisions Based on Merit.** Members shall base their decisions on the merits
18 and substance of the matter at hand, rather than on unrelated considerations.
19 When making adjudicative decisions, members shall maintain an open mind
20 until the conclusion of the hearing on the matter and shall base their decisions
21 on the facts presented at the hearing and the law.
22
- 23 7. **Communication.** For adjudicative matters pending before the body, members
24 shall refrain from receiving information outside of an open public meeting or
25 the agenda materials, except on advice of the City Attorney. Members shall
26 publicly disclose substantive information that is relevant to a matter under
27 consideration by the body which they may have received from sources outside
28 of the public decision-making process.
29
- 30 8. **Conflict of Interest.** In order to assure their independence and impartiality on
31 behalf of the common good and compliance with conflict-of-interest laws,
32 members shall use their best efforts to refrain from ~~creating~~ an appearance of
33 impropriety in their actions and decisions. Members shall not use their official
34 positions to influence government decisions in which they or a member of
35 his/her family have:
36

37 (a) a material financial interest in:

- 38
- 39 1) any business entity in which the member has a direct or indirect
40 interest;
 - 41 2) any real property in which the member has a direct or indirect interest;
42 or
 - 43 3) any business entity in which the member is a director, officer, partner,
44 trustee or employee, or holds any position of management.
45

46 (b) an organizational responsibility or personal relationship which may give

1 the appearance of a conflict of interest, or

2
3 (c) a ~~strong~~ personal bias.

4
5 A member who has a potential conflict of interest regarding a particular
6 decision shall disclose the matter to the City Attorney and/or City Manager and
7 reasonably cooperate with the City Attorney to analyze the potential conflict.
8 In providing assistance to members, the City Attorney represents the City and
9 not individual members.

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

- 18
19 9. **Gifts and Favors.** Members shall not take any special advantage of services or
20 opportunities for personal gain, by virtue of their public office that is not
21 available to the public in general. Members shall refrain from accepting any
22 gifts, favors or promises of future benefits which compromises their
23 independence of judgment or action or give the appearance of being
24 compromised.

25
26 No member shall receive any payments or gifts, other than those provided in
27 the Charter or in the Code of Ordinances, for action or inaction in his/her official
28 capacity.

- 29
30 10. **Confidential Information.** Members shall maintain the confidentiality of all
31 written materials and verbal information provided to members which is
32 confidential or privileged. No member shall disclose confidential discussions
33 occurring in executive session with anyone other than other member or invited
34 staff/guests. Members shall neither disclose confidential information without
35 proper legal authorization, nor use such information to advance their personal,
36 financial or other private interests, nor shall any member ~~of the council~~ make,
37 participate in making, or in any way attempt to use his/her official position to
38 influence the making of any decision that the member knows or should know will
39 have a reasonably foreseeable material financial effect, on the member or family
40 or on:

- 41
42 1) Any business entity in which the member has a direct or indirect interest;
43 2) Any real property in which the member has a direct or indirect interest;
44 or

1 3) Any business entity in which the member is a director, officer, partner,
2 trustee or employee, or holds any position of management.

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

7
8 **12. Representation of Private Interests.** In keeping with their role as stewards of
9 the public interest, members shall not appear on behalf of the private interests
10 of third parties before the Council or any Authority, Board, Committee,
11 Commission or proceeding of the City.

12
13 **13. Advocacy.** Members shall represent the official policies or positions of the City
14 Council, Authority, Board, Committee or Commission to the best of their ability
15 when designated as delegates for this purpose. When presenting their individual
16 opinions and positions, members shall explicitly state they do not represent their
17 body or the City of Midwest City, nor will they allow the inference that they do.
18 Councilmembers and Authority, Board, Committee and Commission members
19 have the right to endorse candidates for all Council seats or other elected offices.
20 It is inappropriate to mention or display endorsements during Council meetings,
21 or Authority, Board, Committee and Commission meetings, or other official City
22 meetings.

23
24 **14. Policy Role of Members.** Members shall respect and adhere to the council-
25 manager structure of City of Midwest City government as outlined in the
26 Midwest City Code. In this structure, the City Council determines the policies
27 of the City with the advice, information and analysis provided by City staff,
28 Authorities, Boards, Committees and Commissions, and the public. Except as
29 provided by the City Code, members shall not interfere with the administrative
30 functions of the City or the professional duties of City staff; nor shall they impair
31 the ability of staff to implement Council policy decisions.

32
33 **15. Independence of Boards, Committees and Commissions.** Because of the
34 value of the independent advice of Authorities, Boards, Committees and
35 Commissions to the public decision-making process, members of City Council
36 shall refrain from using their position to unduly influence the deliberations or
37 outcomes of Authorities, Board, Committee and Commission proceedings.

38
39 **16. Positive Work Place Environment.** Members shall support the maintenance of
40 a positive and constructive work place environment for City employees and for
41 citizens and businesses dealing with the City. Members shall recognize their
42 special role in dealings with City employees to in no way create the perception
43 of inappropriate direction to staff.

1 (a) Unless the request is otherwise authorized by law, if a member requests research
2 or other work by City staff, such requests shall be directed to the City Manager, unless
3 the request is for legal research, then the request shall be directed to the City Attorney.
4

5 (b) If the request, pursuant to paragraph (C)(16)(a) above, will take more than one
6 (1) hour of staff time to complete, then the request shall be placed on the next
7 available City Council Agenda. The City Council shall consider and determine
8 whether staff time shall be devoted to the request.
9

10 (c) Any response from City staff to a request pursuant to paragraph (C)(16)(a) above,
11 shall be distributed to all members of the City Council.
12

13 (d) Members shall not attempt to pressure or influence discussions,
14 recommendations, workloads, schedules or priorities of City staff. A violation of
15 this provision is also hereby deemed to be a violation of Article II, Section 6 of the
16 Charter for the City of Midwest City.
17

18 **17. Elections.** No member of the council or candidate for council shall receive more
19 than an amount established by state law in monetary or in-kind donations for
20 each council election for which the member of council or candidate seeks office.
21

22 D. Guidelines for Conduct

23
24 The following guidelines are designed to describe the manner in which elected and
25 appointed officials should treat one another, City staff, constituents, and others they come
26 into contact with while representing the City of Midwest City.
27

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

29
30 Elected and appointed officials are individuals with a wide variety of backgrounds,
31 personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve
32 in public office in order to preserve and protect the present and the future of the
33 community. In all cases, this common goal should be acknowledged even though
34 individuals may not agree on every issue.
35

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

37 It is the responsibility of the chair to keep the comments of members on track
38 during public meetings. Members should honor efforts by the chair to focus
39 discussion on current agenda items. If there is disagreement about the agenda
40 or the chair's actions, those objections should be voiced politely and with
41 reason, following procedures outlined in parliamentary procedure.
42

43 (b) *Practice civility and decorum in discussions and debate*

44 Difficult questions, tough challenges to a particular point of view, and criticism
45 of ideas and information are legitimate elements of debate by a free democracy
46 in action. Free debate does not require nor justify the making of belligerent,

1 personal, impertinent, slanderous, threatening, abusive, or disparaging
2 comments.
3

4 (c) *Avoid personal comments that could offend other members*

5 If a member is personally offended by the remarks of another member, the offended
6 member should make notes of the actual words used and call for a "point of
7 personal privilege" that challenges the other member to justify or apologize for
8 the language used. The chair will maintain control of this discussion.
9

10 (d) *Demonstrate effective problem-solving approaches*

11 Members have a public stage and have the responsibility to show how individuals
12 with disparate points of view can find common ground and seek a compromise
13 that benefits the community as a whole.
14

15 **2. Elected and Appointed Officials' Conduct with the Public in Public Meetings**
16

17 Making the public feel welcome is an important part of the democratic process. No
18 signs of partiality, prejudice or disrespect should be evident on the part of individual
19 members toward an individual participating in a public forum. Every effort should be
20 made to be fair and impartial in listening to public testimony or comment.
21

22 (a) *Be welcoming to speakers and treat them with care and gentleness.*

23 While questions of clarification may be asked, the official's primary
24 role during public testimony is to listen.
25

26 (b) *Be fair and equitable in allocating public hearing time to individual
27 speakers.*

28 The chair will announce time limits for speakers at the start of public
29 testimony or comment in accordance with the policies established by the
30 City Council.
31

32 (c) *Practice active listening*

33 It is disconcerting to speakers to have members not look at them when
34 they are speaking.
35

36 (d) *Maintain an open mind*

37 Members of the public deserve an opportunity to influence the thinking
38 of elected and appointed officials.
39

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

41 Only the chair - not individual members - can interrupt a speaker during
42 a presentation. However, a member can ask the chair for a point of order
43 if the speaker is off the topic or exhibiting behavior or language the
44 member finds disturbing.
45

46 **3. Elected and Appointed Officials' Conduct with City Staff**
47

1 Governance of a City relies on the cooperative efforts of elected officials, who set
2 policy, appointed officials who advise the elected, and City staff who implement and
3 administer the Council's policies. Therefore, every effort should be made to be
4 cooperative and show mutual respect for the contributions made by each individual for
5 the good of the community.
6

7 *(a) Treat all staff as professionals*

8 Clear, honest communication that respects the abilities, experience, and
9 dignity of each individual is expected. Poor behavior towards staff is not
10 acceptable.
11

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

13 Elected and appointed officials should not disrupt City staff while they
14 are in meetings, on the phone, or engrossed in performing their job functions
15 in order to have their individual needs met. Do not attend City staff meetings
16 unless requested by staff- even if the elected or appointed official does not
17 say anything, his or her presence implies support, shows partiality, may
18 intimidate staff, and hampers staffs ability to do their job objectively.
19

20 *(c) Never publicly criticize an individual employee*

21 Elected and appointed officials should never express concerns about the
22 performance of a City employee in public, to the employee directly, in
23 social media, to the press, or to the employee's manager. Comments about
24 staff performance should only be made to the City Manager through private
25 correspondence or conversation. Appointed officials should make their
26 comments regarding staff to the City Manager.
27

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

29 Elected and appointed officials acting in their individual capacity must not
30 attempt to influence City staff on the making of appointments, awarding
31 of contracts, selecting of consultants, processing of development
32 applications, or granting of City licenses and permits.
33

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

35 Elected and appointed officials should not solicit any type of political
36 support (financial contributions, display of posters or lawn signs, name on
37 support list, etc.) from City staff. City staff may, as private citizens with
38 constitutional rights, support political candidates but all such activities
39 must be done away from the workplace.
40

41 *(f) No Attorney-Client Relationship*

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

1
2 (g) *Council Member Must Resign*

3 If a sitting council member intends to apply for a full time or part time
4 position with the City of Midwest City, he/she must resign from the council
5 before applying for that position.
6

7 **4. Council Conduct with Boards, Committees and Commissions**
8

9 The City has established several Boards, Committees and Commissions as a means of
10 gathering more community input. Citizens who serve on Boards, Committees and
11 Commissions become more involved in government and serve as advisors to the City
12 Council. They are a valuable resource to the City's leadership and should be treated
13 with appreciation and respect.
14

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

17 Councilmembers may attend any Board, Committee or Commission
18 meeting, which are always open to any member of the public. However, they
19 should be sensitive to the way their participation - especially if it is on
20 behalf of an individual, business or developer - could be viewed as unfairly
21 affecting the process. Any public comments by a Councilmember at a Board,
22 Committee or Commission meeting should be clearly made as individual
23 opinion and not a representation of the feelings of the entire City Council.
24

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

27 It is inappropriate for a Councilmember to contact a Board, Committee or
28 Commission member to lobby on behalf of an individual, business, or
29 developer, and vice versa. It is acceptable for Councilmembers to contact
30 Board, Committee or Commission members in order to clarify a position
31 taken by the Board, Committee or Commission.
32

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

35 The City Council appoints individuals to serve on Boards, Committees and
36 Commissions, and it is the responsibility of Boards, Committees and
37 Commissions to follow policy established by the Council. But Board,
38 Committee and Commission members do not report to individual
39 Councilmembers, nor should Councilmembers feel they have the power or
40 right to threaten Board, Committee and Commission members with removal
41 if they disagree about an issue. Appointment and re-appointment to a Board,
42 Committee or Commission should be based on such criteria as expertise,
43 ability to work with staff and the public, and commitment to fulfilling official
44 duties. A Board, Committee or Commission appointment should not be
45 used as a political "reward."
46

1 (d) Be respectful of diverse opinions

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

9
10 (e) *Keep political support away from public forums*

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

16
17 **E. Enforcement Procedures.**

18
19 1. If a member believes another member has violated any of the requirements of Part
20 (C) or the recommendations of Part (D) above, that member may choose to discuss the matter with
21 the other member in an informal setting to resolve any issue.

22
23 2. Any person may file a formal complaint concerning the actions of a member that
24 appears to be a violation of Parts (C) or (D) above. Said complaint shall be in writing and initially
25 submitted to the City Attorney. Upon receipt of a formal written complaint, the City Attorney
26 shall forward the complaint to the City Manager. The City Manager and City Attorney shall advise
27 the City Council of the receipt of a formal complaint in Executive Session.

28
29 3. There is hereby established an Ethics Review Officer to review any formal written
30 complaints. The Ethics Review officer shall be appointed by the Mayor, if the Mayor is the subject
31 of the complaint, then the Vice-Mayor shall appoint, if the Vice-Mayor is also the subject of the
32 complaint, then the City Manager, if the City Manager is also the subject of the complaint, then
33 the City Attorney and be a former mayor for the City of Midwest City. If a former mayor is not
34 available or is unwilling to serve, then a former vice-mayor of the City of Midwest City shall be
35 appointed, if a former vice-mayor is not available or is unwilling to serve, then a former City
36 Council Member of the City of Midwest City shall be appointed to serve.

37
38 4. The City Manager is hereby authorized to enter into contracts with the appointed
39 Ethics Review Officer for their services. The contract will set an hourly rate for said services.

40
41 5. Upon review of a formal written complaint by the City Manager and the City
42 Attorney, the City Manager shall contact the Ethics Review Officer concerning the complaint and
43 the City Attorney shall forward a copy of the complaint to the Ethics Review Officer.

44
45 6. The Ethics Review Officer shall investigate the complaint to determine if the
46 complaint is substantiated or unsubstantiated. The Ethics Review Officer shall have all the

1 resources that the City of Midwest City has available to undertake the investigation. The Ethics
2 Review Officer, City Manager and City Attorney shall establish timelines for the completion of
3 the investigation and issuance of a written report based on the types and complexity of issues raised
4 in the complaint. The City Manager shall notify the members of the City Council concerning the
5 timeline established.
6

7 7. Upon completion of the investigation, the Ethics Review Officer shall issue a
8 written report of its findings and recommendations on each issue raised in the complaint, whether
9 that issue is substantiated or unsubstantiated, the reasoning for the finding and any
10 recommendations as to a resolution based on the options listed in Paragraphs (E)(9), (E)(10), or
11 (E)(11) of this City Ordinance.
12

13 8. If the Ethics Review Officer finds that the complaint is unsubstantiated, the report
14 shall be submitted to the City Manager and City Attorney. The City Attorney shall forward the
15 findings of the Ethics Review Officer to the complainant and the member who the complaint was
16 filed against. If the Ethics Review Officer finds two consecutive complaints from the same
17 complainant against the same member as unsubstantiated, then the City Attorney shall not forward
18 any future complaints from the complainant concerning the member to either the City Manager or
19 the Ethics Review Officer. The City Council shall be notified by the City Manager of the findings
20 in the report from the Ethics Review Officer;
21

22 9. If the complaint concerns issues with recommendations contained in Part (D) above
23 only, and the investigation by the Ethics Review Officer finds the complaint is substantiated, the
24 Ethics Review Officer Report shall be submitted to the City Manager and City Attorney. The City
25 Manager shall place the Report on the City Council Agenda for Executive Session. The City
26 Attorney shall forward the Report to the complainant, member who the complaint is filed against
27 and the members of the City Council. During the Executive Session of the City Council meeting
28 the complainant and the member who the complaint was filed against shall be invited to appear.
29 The Report shall be discussed and either no action and/or oral counselling shall be provided or
30 occur during the Executive Session.
31

32 10. If the complaint concerns issues with recommendations contained in Part (D) above
33 and requirements contained in Part (C) above, and only the issues identified in Part (D) above are
34 substantiated, then the processes contained in Paragraph (E)(9) of this City Ordinance shall be
35 followed.
36

37 11. If the complaint concerns issues with the requirements contained in Part (C) above
38 only, or recommendations contained in Part (D) above and requirements contained in Part (C)
39 above combined and the issues contained in Part (C) are substantiated, the Ethics Review Officer
40 Report shall be submitted to the City Manager and City Attorney. The City Manager shall place
41 the Report on the City Council Agenda for Executive Session. The City Attorney shall forward
42 the Report to the complainant, member who the complaint is filed against and the members of the
43 City Council. During the Executive Session of the City Council meeting the complainant, the
44 Ethics Review Officer and the member who the complaint was filed against shall be invited to
45 appear. The Report shall be discussed during the Executive Session. The City Council may vote
46 to resolve the complaint based on the recommendations of the Ethics Review Officer or different

1 than the recommendations of the Ethics Review Officer, which may include but not be limited to:

- 2
- 3 a. take no action;
- 4 b. oral counselling;
- 5 c. written counselling;
- 6 d. written reprimand;
- 7 e. censure; or
- 8 f. referral to the Oklahoma County District Attorney and/or Oklahoma
- 9 Attorney General for appropriate action pursuant to state law.

10
11 The vote by the members of the City Council shall occur in open meeting and may include one or
12 more of the possible resolutions to the complaint.

13
14 12. If there is a subsequent complaint received on a member based on the same or
15 similar issues that has been previously substantiated and the investigation into the subsequent
16 complaint results in a substantiated finding, the resolution to the complaint can be no less than what
17 the City Council voted and approved on the previous complaint.

18
19 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
20 repealed.

21
22 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
23 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
24 of the ordinance.

25
26 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
27 Oklahoma, this _____ day of _____, 2023.

28
29 **THE CITY OF MIDWEST CITY, OKLAHOMA**

30
31
32
33 _____
34 MATTHEW D. DUKES, II, Mayor

35 ATTEST:

36
37
38 _____
39 SARA HANCOCK, City Clerk

40
41 Approved as to form and legality this _____ day of _____, 2023.

42
43
44 _____
45 DONALD D. MAISCH, City Attorney

1 **Section 4.** EMERGENCY. The City Council declares these ordinance amendments to be an
2 emergency, it being immediately necessary for the preservation of the peace, health and safety of
3 the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put
4 into full force and effect, an emergency is hereby declared to exist by reason whereof this
5 ordinance shall take effect and be in full force from and after its passage as provided by law.
6

7 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the City
8 of Midwest City, Oklahoma, this _____ day of _____, 2023.

9
10 **THE CITY OF MIDWEST CITY, OKLAHOMA**

11
12
13
14 _____
15 MATTHEW D. DUKES, II, Mayor

16 ATTEST:
17
18
19 _____
20 SARA HANCOCK, City Clerk

21
22
23 Approved as to form and legality this _____ day of _____, 2023.

24
25
26 _____
27 DONALD D. MAISCH, City Attorney

28



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 25, 2023

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion, consideration, and possible action regarding an appeal filed by the owner of the property located at 1905 Albert Drive for the notice and order for “Tall Grass and Weeds”.

Midwest City Ordinance Sec. 27-1. - Definitions.

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:

(f)

Nuisance means lawfully doing an act, or omitting to perform a duty, or is anything or condition which:

(1)

Annoys, injures or endangers the comfort, repose, health or safety of others;

(2)

Offends decency;

(3)

Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage any lake or navigable river, stream, canal or basin, or any public park, square, street or other public property; or

(4)

In any way threatens or renders other person insecure in life or the use of property.

(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.

Sec. 27-3. - Certain nuisances enumerated.

(a)

In addition to other public nuisances declared by other sections of this Code or law, the following are hereby declared to be public nuisances:

(b)

The enumeration in subsection (a) of this section of certain public nuisances shall be cumulative and shall not limit other provisions of law or ordinances defining public or private nuisances either in more general or more specific terms.

(13)

Allowing weeds or grass, carcasses, accumulations of manure, refuse or other things to exist which are, or are likely to be, breeding places for flies, mosquitoes, vermin or disease germs, and the premises on which such.

Sec. 27-8. - Abatement generally.

(c)

Before proceeding to abate the nuisance or to have it abated, the city shall give the owner and/or responsible party of the property on which the nuisance exists, ten (10) days' notice within which time the nuisance must be abated by the owner and/or responsible party of the property. The notice shall be personally served or mailed to the owner and/or responsible party of the property at the address shown on the current years tax rolls in the county treasurer's office. The city shall obtain a receipt of mailing by the post office for the mailing of the notice. If the property owner and/or responsible party is unable to be personally served or notified by mail, then notice shall be posted on the property. The notice shall state the nature of the nuisance; and the contact number for the code enforcement office; and shall advise the owner and/or responsible party of the property that s/he has a right to request a hearing before the city council; that the nuisance may be abated by the city if the owner and/or responsible party takes no action within the prescribed time without further notice; 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.

ARTICLE II. - WEEDS AND TRASH

Sec. 27-22. - Legislative intent.

It is hereby declared the legislative intent of the city council to keep this city an inviting place to live, work and visit by maintaining and enforcing the beauty and cleanliness of its streets and neighborhoods.

Sec. 27-25. - Nuisance declared.

Weeds and/or trash which are allowed to stand upon any lot, tract or parcel of land, or along the sidewalk, street, unimproved portions of any city easement or unpaved alley adjacent to such lot, tract or parcel of land, are hereby declared a nuisance.

Sec. 27-26. - Removal required.

(a)

It shall be unlawful for any owner and/or responsible party of any lot, tract or parcel of land to allow weeds or trash to grow or stand upon such premises, or along the side walk, street, unimproved portions of any city easement or unpaved alley adjacent to such premises. It shall be the duty of the owner and/or responsible party to cut, remove or destroy any and all such rank weeds and/or clean and remove trash on such premises.

Sec. 27-27. - Notice to cut and clean and remove or destroy; hearing.

(a)

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 any and all trash from the property after complying with the provisions of subsection [27-8\(c\)](#). Any chains, locks or other similar devices used to secure any portion of the property where such violation exists shall be removed by the owner and/or responsible party or, such devices will be removed by the city or their representative without liability to the city or its representative by the owner and/or responsible party. The notice shall state that any accumulations of trash or weeds on the owner's property occurring within six (6) months after the removal of trash or weeds on the property pursuant to such notice may be summarily abated by the municipal governing body; 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.

(b)

If the property owner and/or responsible party should request a hearing, such hearing procedures contained in subsection [27-8\(d\)](#) shall apply.

Code Enforcement gave a warning for tall grass and weeds at 1905 Albert Drive on June 6, 2023, for mainly the back yard.

The occupant of the property, Elka J. Causey, has requested a hearing before the Council for considerations that differ from the current code requirement.

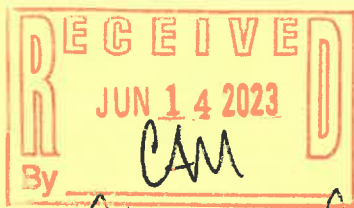
I have attached a copy of the Notice posted on the front door of the property, current copy of Oklahoma County Assessor record, copy of pictures of the property taken on June 6, 2023, copy of pictures of the property taken on June 23, 2023, the appeal/hearing request and the owner provide documents.

I mailed a copy of everything attached to the owner per the Oklahoma County Assessor.

Staff believes that all procedures were followed correctly. Action is at the discretion of the Council.



Mike S. Stroh, Neighborhood Services Director



June 14, 2023

To the MUC Clerk: Saree Hancock.

I, Elka S. Causey

Wish to appeal my notice of CE - 23 - 04379 for Tall grass and Weeds at 1905 Albert Drive on June 7th, 2023.

I have literally no tall grass, and the weeds and were planted vegetation for Butterflies, birds, Amphibians, and other pollinators.

Last year I had the same garden without incident. But, due to 1905 Albert Drive and their behavior, it has come to my attention they have continued to harass and stalk me. I have a copy case in October due to their aggressive behaviors towards me and this will be handled by a District judge there.

My garden is seasonal and meant for pollinators through the Summer months (3 months) and will be harvested in late August for Mush. In accordance to Ok Conservation Coalition / Federal Wildlife Conservation.

Elka S. Causey

ELKA J. CAUSEY

MIKE STROH

NS Director | City of MWC | 8726 SE 15th | MWC, OK
73110

CONTACT

1905 Albert Drive
Midwest City, OK 73130
elkucf83@aol.com
405.905.1081

06/13/2023

Dear Mike Stroh,

I have actively been communicating with you and your officers for over a week about the notices that were written to my place of residence. I have maintained my lawn both front and sides, free of weeds and tall grass. Every two weeks on my days off (Thursday and Friday), while pruning and weeding through out the week as I see them on my front and side yards.

I maintained the back yard differently, due to the fact I do not have lawn to cut or weed. I have no grass. Instead I have mulch throughout the back especially in the areas by the fence line. To ensure the vines and weeds do not grow on or near the fence on my side of the yard.

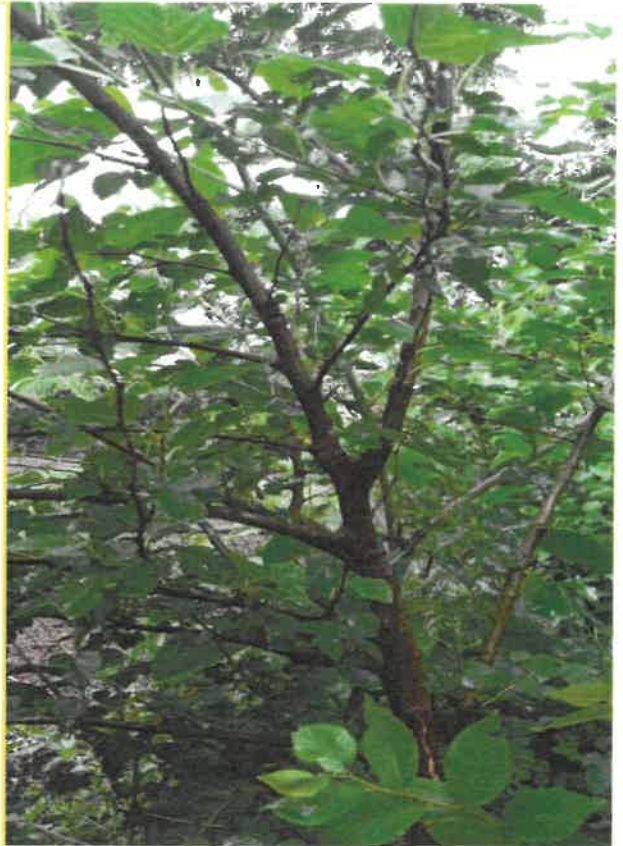
As Shane and Elyse saw in March I had only trees, bushes, shrubs, and they said those were fine. My flowering plants are seasonal so they had not come in yet. My yard was clear of debris, such as tree limbs, falling branches, and junk or rubbish, as well as exterior buildings (sheds) were demolished and cleared. I have always made sure that code was followed and I have always done so in the time span given. I am a cancer patient and have



other varying degrees of medical conditions that restrict me from doing a lot of labor-intensive activities, though I do all my own yard work, minus the tree trimming and removal I do once a year in late Winter/Early Fall.

As someone who prides herself in maintaining her home and residence inside and out it comes to great shock that as they were trespassing on my property, leering in to my yard through my privacy bushes and shrub (mind you they had no issues with) they cited me for tall GRASS and WEEDS! As I said I do not have grass, as I sent pictures of varying areas of my backyard, and I have no weeds. I do have a certified yard for wildlife Habitat that includes seasonal plants that bear flowers and berries for the birds and pollinators. These creatures and species of plants keep rodents and bad insects away.

The backyard is full of tall bushy plants like the Melbourne trees and native species of vegetation I have for my Monarch butterflies. They are spaced out by the base of their trunk and surrounded by mulch. My trees are a few years old and some stand over 10 ft tall, while the shrubs and bushes are a bit younger and stand anywhere from 3 to 6 ft tall but spread out to about 10 ft wide from the base. All these have bark and are not rank or noxious. They are not invasive and do not spread to other yards like the vines I been eradicating from my yard every year by the fence line from my neighbors' yard. Some include, both false and Virginia Creeper, Cricket Creeper, and even Poison Ivy, which can only be removed by hand and digging up. I do not have Daisies, or Clover, or other types of weeds. They do not smell and they are not allergenic. They are mostly bark plants that are allowed to grow over 12 inches tall, such as any tree does in my front and sides. Just like a Sunflower is allowed to grow taller than 12 inches so do my flowering plants for my butterflies and birds. But they are all cultivated.



These are the standards that I meet to your specification on your Code Ordinances according to Midwest City. I have provided proof in pictures, Videos, and educational articles to both you and your officers to educate them on what is a weed and grass. They continue to discriminate and harass me for my yard because of height and how abundant my trees are in the summer months. As I mentioned before they all have adequate spacing and mulch. I will also continue to advocate for the preservation of my ecosystem for the benefit of my neighbors/community and the quality song birds, like the house bird, and the monarch butterflies that dance happily in my back yard free of pollutants or toxic chemicals. Unlike grass, my yard needs less water, less maintenance, not chemicals, and the plants and creatures I have repels mosquitoes and other bad creatures. Creating a cool, beautiful, and beneficial oasis in my back yard.



Having tall trees and bushes create shade for my dogs and my home which in turn means less bills for electricity, the roots hold the loose soil from eroding and capture run off water from the flash floods we get each year. This is a working environment. The height and density does not make my yard a code violation. It makes it eco-friendly, sustainable, and good for the environment. Cutting my tree, shrubs, bushes, and flowering plants would be a huge injustice for me, my animals, and even the neighbors enjoy the song of a happy bird in my trees. The notice mistakenly identified my plants as weeds and grass, and wrongfully gave me a notice for 10 days (trees that would be a 30-day notice) but only if they were dead, dying, or fallen, which I have none. By September I harvest my seasonal plants to create more mulch so that I continue to not have grass or weeds and giving my trees, fresh mulch to thrive in and continue spacing out my seasonal plants.



I also have an email from my estranged husband, who said that you all have never been this way with him, and I have proof of how bad you

allowed it to get outside of the home. I also have proof on your own website that I have closed all notices that reach me in the allotted times, so I do honor those and they have shown the mass improvements I made since taking over residence of my home. In just a short 3 years I managed to remove building, trees, weeds, grass, junk, and trash that was harbored by my husband and his sister since their parents left in 2015. The laundry list still shows all my old cases that no one else's shows that degree of history because you are conscientious of their privacy, and those that have closed cases continue to not improve their yards and homes or continue to ignore the notices. I have sent the proof that though closed they never got the situation handled as I have. Note, when I invited the officers into my back yard to tell me everything I needed to do to be up to code, voluntarily. To now see that they want to do an abatement in my home for something I have not done or have.



I have contacted Ward 2 and the Senator about this outrageous and overzealous account from your officers, and will await everyone's reply. I believe this situation is uncalled for and a waste of MWC resources when you have others right by me not even mowing or weeding their front lawns as the officers go directly to my house, passing all others on the street. This should be closed and any further attempts denied, and I should be left to enjoy and care for my wooded yard.



More evidence of neighbors with privacy fences and similar yards can be produced, if needed. I will also try to gain signatures of others who would like to cultivate their yard as I have, which I know are many, and encourage MWC to stop harassing the good community about their yards, as your officers have done with me, when they illegal walked on my property, as the ordinances say from the street.

Sincerely,

Elka J. Causey



NATIONAL WILDLIFE FEDERATION®

11100 Wildlife Center Drive
Reston VA 20190-5362
703-438-6000
www.nwf.org

May 24, 2021

To whom it may concern:

I am writing to explain that all participant in the National Wildlife Federation's Garden for Wildlife program, and their property which has been recognized as a Certified Wildlife Habitat and what that entails. What this means is that the property is providing the basics of wildlife habitat for birds, butterflies, bees, and other wildlife, in the form of food, water, cover and places to raise young, largely through the use of native plants. You can learn more about the program here www.nwf.org/garden.

This is a public education program, and our certification is simply recognition of participants' efforts to garden in a more environmentally- and wildlife-friendly way, but it holds no legal weight or protection against local landscape ordinances.

We encourage participants to create their wildlife habitats in ways that mesh with the aesthetic of their neighborhoods, and to garden with their neighbors in mind so they can be positive ambassadors for the idea of natural, wildlife-friendly gardens (see: http://www.nwf.org/pdf/Gardening%20Tips/Neighbors_TipSheet_Final.pdf).

At the same time, we encourage municipalities and HOAs to factor in the good that natural landscapes do for wildlife and the greater environment too, and to make accommodations for them in their enforcement of the local regulations.

Please let me know if you have any questions about our program.

Best wishes,

Member Services

— CERTIFIED —

WILDLIFE HABITAT



BECAUSE OF THE OWNER'S CONSCIENTIOUS PLANNING, LANDSCAPING
AND SUSTAINABLE GARDENING, WILDLIFE WILL FIND QUALITY HABITAT
HERE—FOOD, WATER, COVER, AND PLACES TO RAISE THEIR YOUNG.

PROPERTY NAME
Elka Causey

1905 Albert Dr.

Midwest City, OK 73130

NO. 291,326

*In the National Wildlife Federation's
network of habitats*



COLLIN O'MARA
PRESIDENT & CEO

UNITING ALL AMERICANS TO ENSURE WILDLIFE THRIVE IN A RAPIDLY CHANGING WORLD



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Notice and Order

June 07, 2023

Property Owner:
CAUSEY MARCIA R
1905 ALBERT DR
MIDWEST CITY, OK 73130

Description of Property:

Violation Address: 1905 ALBERT DR, 73130
Tax Roll #: R151591470
Legal Description: RHAPSODY HEIGHTS 4TH 003 002

Case #: CE-23-04379 - 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 anywhere 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: Please mow and maintain any and all tall grass and weeds on property- to include front, back, sides, right of way and all the way to the street. Office phone is 405-739-1012. ESPECIALLY backyard.

Elyse Cummings
Code Enforcement Officer

6/6/23, 09:14

Albert Dr

E. M. Cummings #712



6/6/23, 09:15

Sonata Ct

M. Cummings #712



6/6/23, 09:15

Sonata Ct

E. M. Cummings #712



6/6/23, 09:15
Sonata Ct
E. M. Cummings #712



6/6/23, 09:15

Sonata Ct

E. M. Cummings #712



6/6/23, 09:15

Sonata Ct

E. M. Cummings #712



6/6/23, 09:15

Sonata Ct

E. M. Cummings #712



6/6/23, 09:14

Albert Dr

E. M. Cummings #712



6/6/23, 09:14

Albert Dr

E. M. Gummings #712



6/6/23, 09:14

Albert Dr

E. M. Cummings #712



6/23/23, 09:09
Sonata Ct
E. M. Cummings #712



6/23/23, 09:09

Sonata Ct

E. M. Cummings #712



6/23/23, 09:09

Sonata Ct

E. M. Cummings #712



6/23/23, 09:09

Sonata Ct

E. M. Cummings #712



Home	Contact Us	Guest Book	Map Search	New Search
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Real Property Display - Screen Produced 7/7/2023 2:46:50 PM

Account: **R151591470** Type: **Residential**  Location: 1905 ALBERT DR
 Building Name/Occupant: MIDWEST CITY
 Owner Name 1: CAUSEY MARCIA R 1/4 section #: 1445
 Owner Name 2: Parent Acct:
 Owner Name 3: Tax District:
 Billing Address: 1905 ALBERT DR School System: Mid-Del #52
 City, State, Zip: MIDWEST CITY, OK 73130 Land Size: 0.15 Acres
 Country: (If noted)

Personal Property

Land Value: 17,472

Treasurer:

Sect 12-T11N-R2W Qtr NE

RHAPSODY HEIGHTS 4TH Block 003 Lot 002

Subdivision Sales

Full Legal Description: RHAPSODY HEIGHTS 4TH 003 002

Photo & Sketch (if available)	Comp Sales Address/Date/Price (ordered by relevancy)	Report Coming Soon
 	9616 HARMONY DR MIDWEST CITY, OK	04/07/2022 \$88,000
	1908 ALBERT DR MIDWEST CITY, OK	12/16/2022 \$100,000
	1905 BALLAD DR MIDWEST CITY, OK	06/06/2022 \$122,000
	9616 LYRIC LN MIDWEST CITY, OK	12/30/2022 \$137,000
	9725 RHYTHM RD MIDWEST CITY, OK	08/19/2021 \$100,000
	9604 RHYTHM RD MIDWEST CITY, OK	11/12/2020 \$75,000

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2023	97,500	74,305	8,173	1,000	7,173	116.64	\$837	\$414
2022	91,500	72,141	7,935	1,000	6,935	116.64	\$809	\$365
2021	78,500	70,040	7,704	1,000	6,704	119.45	\$801	\$231
2020	68,000	68,000	7,480	1,000	6,480	122.76	\$795	\$123
2019	71,000	67,665	7,443	1,000	6,443	117.49	\$757	\$161

[1/5]

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R151591470	1999	3% Cap Homestead	0
R151591470	1982	Homestead	1,000

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
10/30/2013	Deeds	12397	1039	0	CAUSEY LLOYD & MARCIA	CAUSEY MARCIA R
3/6/2012	Deeds	11861	758	0	CAUSEY TOM & MARCIA R	CAUSEY MARCIA R
3/3/1994	Historical	6568	2336	0	CAUSEY LLOYD THOMAS & MARCIA R	CAUSEY TOM & MARCIA R
5/1/1981	Historical	4778	108	0		CAUSEY LLOYD THOMAS & MARCIA R

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2023	01/23/2023	97,500	74,305	8,173	1,000	7,173
2022	02/22/2022	91,500	72,141	7,935	1,000	6,935
2021	02/24/2021	78,500	70,040	7,704	1,000	6,704
2020	02/21/2020	68,000	68,000	7,480	1,000	6,480
2019	02/26/2019	71,000	67,666	7,443	1,000	6,443

[1/2]

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
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No Building Permit records returned.

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	1963	816	1 Stories



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: July 25, 2023

SUBJECT: Discussion, consideration, and possible action to enter into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body when the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest and authorizing the City Manager to take action as appropriate based on discussion regarding Resolution 2023-12 that declared buildings 401A, 401B, 403, 405, 407, 409, 411, 413, 415, 433, 437, and 439 located at 1200 N Air Depot Blvd as dilapidated.

Resolution 2023-12 was passed at the May 16, 2023 City Council meeting. Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



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

TO: Honorable Mayor and City Council
FROM: Tiatia Cromar, Finance Director/ City Treasurer
DATE: July 25, 2023
SUBJECT: Review of the City Manager's Report for the month of June 2023.

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

Parks & Recreation (123) increased and **Disaster Relief (310)** decrease due to the budgeted transfer of \$1,000,000.

Sooner Rose TIF (352) decreased because of the following transactions:

Debt service payment decreased fund balance	<\$1,237,370>
Ad Valorem tax increased fund balance	\$614,821

MWC Hospital Authority (425) activities for June:

Compounded Principal (9010) - unrealized gain on investment	\$3,518,591
Discretionary (9050) - unrealized gain on investment	\$1,573,355

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2023
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2022 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	7,123,634	(33,077)	6,202,732	4,048,973	(3,161,148)	887,825	7,090,557
10	GENERAL	15,684,572	(155,142)	13,381,189	46,306,561	(44,158,321)	2,148,241	15,529,430
11	CAPITAL OUTLAY RESERVE	-	-	730,854	6,502	(737,355)	(730,854)	-
13	STREET AND ALLEY FUND	1,905,998	-	1,545,784	589,618	(229,405)	360,214	1,905,998
14	TECHNOLOGY FUND	724,414	-	608,488	343,247	(227,322)	115,926	724,414
15	STREET LIGHT FEE	1,171,042	-	1,410,644	620,819	(860,422)	(239,603)	1,171,042
16	REIMBURSED PROJECTS	1,838,556	-	1,218,188	1,408,218	(787,850)	620,368	1,838,556
20	MWC POLICE DEPARTMENT	13,188,745	(4,092)	10,821,631	19,775,786	(17,412,763)	2,363,023	13,184,653
21	POLICE CAPITALIZATION	1,514,448	-	1,171,789	1,660,036	(1,317,376)	342,659	1,514,448
25	JUVENILE FUND	95,468	-	75,439	54,944	(34,915)	20,029	95,468
30	POLICE STATE SEIZURES	109,437	-	101,472	10,369	(2,404)	7,964	109,437
31	SPECIAL POLICE PROJECTS	81,429	-	84,349	5,584	(8,503)	(2,920)	81,429
33	POLICE FEDERAL PROJECTS	-	-	45,893	152	(46,045)	(45,893)	-
34	POLICE LAB FEE FUND	18,545	-	30,303	420	(12,178)	(11,758)	18,545
35	EMPLOYEE ACTIVITY FUND	18,726	(1,157)	16,725	14,774	(13,930)	844	17,569
36	JAIL	181,401	-	209,742	65,719	(94,061)	(28,342)	181,401
37	POLICE IMPOUND FEE	104,051	-	111,802	37,424	(45,175)	(7,751)	104,051
40	MWC FIRE DEPARTMENT	8,860,901	(4)	7,340,176	15,265,341	(13,744,621)	1,520,721	8,860,897
41	FIRE CAPITALIZATION	2,266,633	-	1,767,754	700,111	(201,232)	498,879	2,266,633
45	MWC WELCOME CENTER	475,662	-	341,538	215,568	(81,444)	134,124	475,662
46	CONV / VISITORS BUREAU	576,761	-	388,480	412,373	(224,093)	188,281	576,761
60	CAPITAL DRAINAGE IMP	444,840	-	509,632	480,605	(545,396)	(64,791)	444,840
61	STORM WATER QUALITY	1,489,045	-	1,291,987	832,292	(635,234)	197,058	1,489,045
65	STREET TAX FUND	2,397,811	-	2,104,415	617,981	(324,584)	293,396	2,397,811
70	EMERGENCY OPER FUND	1,376,402	-	1,103,988	872,665	(600,251)	272,414	1,376,402
75	PUBLIC WORKS ADMIN	1,052,349	-	862,661	1,334,032	(1,144,345)	189,688	1,052,349
80	INTERSERVICE FUND	632,994	-	732,643	2,894,724	(2,994,373)	(99,649)	632,994
81	SURPLUS PROPERTY	668,421	(540,715)	121,392	65,522	(59,209)	6,313	127,706
115	ACTIVITY FUND	481,301	(2,773)	420,799	271,045	(213,316)	57,729	478,528
123	PARK & RECREATION	2,606,355	(21,189)	1,890,199	1,752,623	(1,057,655)	694,968	2,585,167
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	764,483	(764,483)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	177,793	(2,777)	193,333	23,095	(41,411)	(18,316)	175,016
143	GRANT FUNDS	75,202	(15,202)	60,000	1,417,081	(1,417,081)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2023
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2022 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	3,422,471	-	3,046,637	1,291,130	(915,296)	375,834	3,422,471
172	CAP. WATER IMP-WALKER	3,517,645	-	2,126,130	1,502,278	(110,764)	1,391,514	3,517,645
178	CONST LOAN PAYMENT REV	4,629,006	(25,605)	3,829,887	795,166	(21,652)	773,514	4,603,401
184	SEWER BACKUP FUND	78,271	-	78,442	1,424	(1,595)	(171)	78,271
186	SEWER CONSTRUCTION	8,051,367	-	6,333,540	1,804,606	(86,778)	1,717,827	8,051,367
187	UTILITY SERVICES	845,973	(924)	569,162	1,309,028	(1,033,141)	275,888	845,050
188	CAP. SEWER IMP.-STROTH	1,783,408	-	1,492,855	820,425	(529,872)	290,553	1,783,408
189	UTILITIES CAPITAL OUTLAY	2,762,334	(113,052)	2,370,728	446,513	(167,958)	278,555	2,649,282
190	MWC SANITATION DEPARTMENT	6,090,716	-	5,697,494	8,592,541	(8,199,319)	393,222	6,090,716
191	MWC WATER DEPARTMENT	4,750,723	-	4,186,677	7,648,479	(7,084,434)	564,046	4,750,723
192	MWC SEWER DEPARTMENT	5,573,299	(222)	4,288,741	8,420,198	(7,135,862)	1,284,336	5,573,077
193	MWC UTILITIES AUTHORITY	1,030,393	-	1,012,225	18,757	(588)	18,169	1,030,393
194	DOWNTOWN REDEVELOPMENT	480,683	(10,645)	572,042	9,996	(112,000)	(102,004)	470,038
195	HOTEL/CONFERENCE CENTER	290,133	(1,062,290)	(593,157)	3,657,697	(3,836,697)	(179,000)	(772,157)
196	HOTEL 4% FF&E	721,137	-	633,934	1,132,375	(1,045,172)	87,203	721,137
197	JOHN CONRAD REGIONAL GOLF	955,557	(298,343)	(11,052)	2,124,491	(1,456,225)	668,266	657,214
201	URBAN RENEWAL AUTHORITY	98,591	-	48,711	51,186	(1,306)	49,880	98,591
202	RISK MANAGEMENT	881,671	(37)	1,105,412	1,182,128	(1,405,906)	(223,778)	881,634
204	WORKERS COMP	4,211,806	-	3,922,674	838,781	(549,649)	289,132	4,211,806
220	ANIMALS BEST FRIEND	75,232	(2,000)	78,729	89,613	(95,110)	(5,498)	73,232
225	HOTEL MOTEL FUND	-	-	-	694,046	(694,046)	-	-
230	CUSTOMER DEPOSITS	1,566,608	(1,566,608)	-	28,449	(28,449)	-	-
235	MUNICIPAL COURT	117,084	(117,084)	-	1,838	(1,838)	-	-
240	L & H BENEFITS	2,613,546	(42,556)	2,593,797	9,747,840	(9,770,648)	(22,808)	2,570,990
250	CAPITAL IMP REV BOND	3,319,442	(39,684,531)	(40,455,318)	16,960,771	(12,870,542)	4,090,228	(36,365,089)
269	2002 G.O. STREET BOND	191,585	-	281,459	4,255	(94,129)	(89,874)	191,585
270	2018 ELECTION G.O. BOND	8,431,578	(9,612)	12,820,735	239,767	(4,638,535)	(4,398,768)	8,421,966
271	2018 G.O. BONDS PROPRIETARY	435,694	(121,172)	1,710,655	12,646	(1,408,779)	(1,396,133)	314,522
272	2022 ISSUE G.O. BOND	2,648,280	(135,212)	5,580,752	69,933	(3,137,617)	(3,067,684)	2,513,068
310	DISASTER RELIEF	7,489,062	(195,144)	11,223,265	1,585,251	(5,514,598)	(3,929,347)	7,293,918
340	REVENUE BOND SINKING FUND	-	-	-	7,279,224	(7,279,224)	-	-
350	G. O. DEBT SERVICES	2,996,038	(14,576)	2,746,704	4,018,219	(3,783,461)	234,758	2,981,462
352	SOONER ROSE TIF	1,099,602	-	867,568	1,855,273	(1,623,240)	232,033	1,099,602
353	ECONOMIC DEV AUTHORITY	59,993,906	(50,574,966)	4,866,817	6,182,083	(1,629,960)	4,552,124	9,418,940
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	111,319,631	(17,787)	103,095,471	10,736,255	(2,529,880)	8,206,375	111,301,846
425-9050	MWC HOSP AUTH-DISCRETIONARY	22,021,495	(7,820)	17,187,434	5,825,839	(999,598)	4,826,241	22,013,675
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,858,611	-	10,081,716	1,017,695	(240,799)	776,896	10,858,612
425-9080	MWC HOSP AUTH GRANTS	93,916	-	135,671	515,512	(557,267)	(41,755)	93,916
	TOTAL	352,795,457	(94,776,312)	230,428,584	211,380,397	(183,789,833)	27,590,563	258,019,147



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 25, 2023
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

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 2023, which is the twelfth (12) period of the FY 2022/2023.

Troy Bradley, Human Resources Director

FISCAL YEAR 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
PLAN INCOME												
Projected Budgeted (MTD)	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885
Actual (MTD)	790,434	884,482	800,157	807,616	807,917	792,497	798,910	798,616	800,050	821,430	804,100	841,808
Projected Budgeted (YTD)	821,885	1,643,770	2,465,655	3,287,540	4,109,425	4,931,310	5,753,195	6,575,080	7,396,965	8,218,850	9,040,735	9,862,620
Actual (YTD)	790,434	1,674,916	2,475,073	3,282,689	4,090,606	4,883,103	5,682,013	6,480,629	7,280,679	8,102,109	8,906,209	9,748,017
PLAN CLAIMS/ADMIN COSTS	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	744,605	930,756	744,605	930,756	744,605	744,605	930,756	744,605	744,605	744,605	930,756	744,605
Actual (MTD)	801,455	1,114,999	734,533	861,832	864,708	665,891	774,525	842,342	777,097	696,459	884,587	757,408
Projected Budgeted (YTD)	744,605	1,675,361	2,419,966	3,350,722	4,095,327	4,839,932	5,770,688	6,515,293	7,259,898	8,004,503	8,935,259	9,679,864
Actual (YTD)	801,455	1,916,454	2,650,987	3,512,819	4,377,527	5,043,418	5,817,943	6,660,285	7,437,382	8,133,841	9,018,428	9,775,836
EXCESS INCOME vs. EXPENDITURES	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	77,280	-108,871	77,280	-108,871	77,280	77,280	-108,871	77,280	77,280	77,280	-108,871	77,280
Actual (MTD)	-11,021	-230,517	65,624	-54,216	-56,791	126,606	24,385	-43,726	22,953	124,971	-80,487	84,400
Projected Budgeted (YTD)	77,280	-31,591	45,689	-63,182	14,098	91,378	-17,493	59,787	137,067	214,347	105,476	182,756
Actual (YTD)	-11,021	-241,538	-175,914	-230,130	-286,921	-160,315	-135,930	-179,656	-156,703	-31,732	-112,219	-27,819
FISCAL YEAR 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
PLAN INCOME												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833	851,193	896,598	852,564	857,814	901,700	911,369	1,022,341	887,972	856,646	881,245	866,030
Projected Budgeted (YTD)	910,012	1,820,024	2,730,036	3,640,048	4,550,060	5,460,072	6,370,084	7,280,096	8,190,108	9,100,120	10,010,132	10,920,144
Actual (YTD)	832,833	1,684,026	2,580,624	3,433,188	4,291,002	5,192,702	6,104,071	7,126,412	8,014,384	8,871,030	9,752,275	10,618,305
PLAN CLAIMS/ADMIN COSTS	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070	876,960	831,545	803,008	769,847	1,031,306	744,765	730,685	676,548	674,589	897,321	718,526
Projected Budgeted (YTD)	804,741	1,810,667	2,615,408	3,420,149	4,426,075	5,230,816	6,236,742	7,041,483	7,846,224	8,650,965	9,656,891	10,461,632
Actual (YTD)	710,070	1,587,030	2,418,575	3,221,583	3,991,430	5,022,736	5,767,501	6,498,186	7,174,734	7,849,323	8,746,644	9,465,170
EXCESS INCOME vs. EXPENDITURES	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763	-25,767	65,053	49,556	87,967	-129,606	166,604	291,656	211,424	182,057	-16,076	147,504
Projected Budgeted (YTD)	105,271	9,357	114,628	219,899	123,985	229,256	133,342	238,613	343,884	449,155	353,241	458,512
Actual (YTD)	122,763	96,996	162,049	211,605	299,572	169,966	336,570	628,226	839,650	1,021,707	1,005,631	1,153,135

June 12/FY 2023: \$2,565,242
 June 12/FY 2022: \$2,593,060
 June 12/FY 2021: \$1,439,926
 June 12/FY 2020: \$1,517,977

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

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

May 2nd, 2023 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on May 2nd, 2023 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Rick Dawkins
 Jim Smith
 Dee Collins
 Dean Hinton
 Jim Campbell

Commissioner absent: Dean Hinton

Staff present: Emily Richey, Current Planning Manager
 Tami Anderson, Administrative Assistant
 Patrick Menefee, City Engineer
 Petya Stefanoff, Comprehensive Planner

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 6:00 p.m.

B. MINUTES

1. A motion was made by D. Collins, seconded by R. Dawkins to approve the minutes of the April 5th, 2023 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Nay: none. Motion carried.
2. A motion was made by J. Huskey, seconded by D. Collins, to approve the minutes of the April 11th, 2023 Special Meeting of the Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Nay: none. Motion carried.

C. NEW MATTERS

1. Discussion and consideration, for adoption, including any possible amendments of a correction of an error in the zoning redistrict of Ordinance No. 3463 approved by the City Council October 26, 2021.

A motion was made by Jess Huskey, seconded by Dee Collins, to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell.
Nay: None. Motion - Carried.

2. (PC-2141) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development ("PUD") governed by R-6, Single-Family Detached Residential District ("R-6") and Restricted Commercial District ("C-1") to C-1; and consideration of a resolution to amend the Comprehensive Plan from Commercial ("COM") and Single-Family Detached Residential ("SFD") to COM for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, OK, more particularly described as follows, to wit: Beginning at a point 632.02 feet East of the Southwest Corner of said SW/4; Thence, North 200 feet; Thence, East 100 feet; Thence South 200 feet; Thence, West 100 feet to the point of beginning, also known as 9035 E Reno AV.

There was general discussion amongst the Commission.

The applicant, Bonnie Patterson of 1108 Hunting Ave, OKC, was present and addressed the council and had no issues at the time of this PC meeting.

A motion was made by Jess Huskey, seconded by Dee Collins, to recommend Approval of this item.
Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell.
Nay: None. Motion - Carried.

D. COMMISSION DISCUSSION:

E. PUBLIC DISCUSSION:

F. FURTHER INFORMATION:

Updated Public Hearing Notice to Reflect Correction of Scrivener's Error

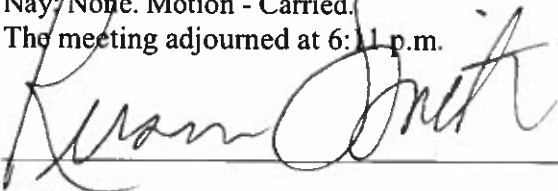
G. ADJOURNMENT:

A motion to adjourn was made by Chairman R. Smith, Seconded by Rick Dawkins.

Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell.

Nay: None. Motion - Carried.

The meeting adjourned at 6:11 p.m.



Chairman Russel Smith



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 25, 2023

SUBJECT : Monthly Residential and Commercial Building report for June 2023

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



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 6/1/2023 to 6/30/2023

Building - Commercial & Industrial

Com Fence Permit

Issued	Location	Applicant	Case #	Value
6/1/23	9035 E RENO AVE, OK, 73130	Randy Patterson	B-23-1326	\$5,000.00
				\$5,000.00

Com New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
6/9/23	5920 SE 15TH ST, 73110	Matt Kalbus	B-22-0192	\$2,300,000.00
6/19/23	10607 SE 15TH ST	Brock Corr	B-22-2188	\$400,000.00
6/20/23	1641 MIDTOWN PL, 73130	Randall Knight	B-22-2881	\$1,000,000.00
6/20/23	1653 MIDTOWN PL, 73130	Randall Knight	B-22-2883	\$1,334,000.00
6/20/23	1665 MIDTOWN PL, 73130	Randall Knight	B-22-2884	\$2,000,000.00
6/27/23	10603 SE 15TH ST, OK, 73130	Brock Corr	B-22-2398	\$400,000.00
				\$7,434,000.00

Com Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
6/2/23	2830 GLOBAL PKWY, 73110	Mike Salazar	B-23-1036	\$120,000.00
6/6/23	401 N DOUGLAS BLVD, MIDWEST CITY, OK, 0	Stephen Lockeby	B-23-1067	\$31,750.00
6/7/23	9519 NE 10TH ST, 73130	SHARP, MARK	B-21-2907	\$40,000.00
6/7/23	1620 S AIR DEPOT BLVD, OK, 73110	Robbie Hudson	B-23-1147	\$150,000.00
6/8/23	7271 SE 29TH ST, MWC, OK, 73110	Edward Burns	B-22-2422	\$0.00
6/14/23	2801 PARKLAWN DR, STE 502 MWC, OK, 73110	Rick Matheny	B-23-1432	\$25,000.00
6/15/23	9035 E RENO AVE, OK, 73130	Bonnie Patterson	B-22-2849	\$5,000.00
6/16/23	7401 SE 29TH ST, 73110	Melanie Lewis	B-22-2946	\$250,000.00
6/21/23	9523 NE 10TH ST, MIDWEST CITY, OK, 0	Tyler Berry	B-23-1460	\$8,800.00
6/23/23	2801 PARKLAWN DR, #201 MWC, OK, 73110	Rick Matheny	B-23-1368	\$2,000.00
6/29/23	2904 PARKLAWN DR, 73110	Marquita Jefferson	B-23-0712	\$10,000.00
6/30/23	6920 E RENO AVE, 73110	ROBERT KERSHAW	B-23-1189	\$1,800.00
				\$644,350.00

Com Sign Permit

Issued	Location	Applicant	Case #	Value
6/7/23	5700 TINKER DIAGONAL, MWC, OK, 73110	Patti Alan Insignia Signs, Inc.	B-23-1361	\$2,500.00
6/8/23	2601 S DOUGLAS BLVD, 130 73130	Dan Lorant	B-23-1227	\$2,100.00
6/14/23	140 S MIDWEST BLVD, 73110	Rebel Sign Company, LLC	B-23-1365	\$4,200.00
6/20/23	1732 S SOONER RD, OK, 73110	Image360	B-23-1087	\$7,000.00
6/20/23	1740 S SOONER RD, C & D OK, 73115	William Dudgeon	B-23-1541	\$1,750.00
6/20/23	1740 S SOONER RD, C & D OK, 73115	William Dudgeon	B-23-1545	\$1,000.00

6/21/23	2830 GLOBAL PKWY, MWC, OK, 73110	Highwayman Signs	B-23-0729	\$1,930.00
6/21/23	1800 S AIR DEPOT BLVD, MIDWEST CITY, OK, 0	Leah Haymaker	B-23-1221	\$6,500.00
6/23/23	10601 SE 15TH ST, OK, 73130	Image360 - Michael Hughes	B-23-1301	\$4,000.00
6/29/23	1201 S AIR DEPOT BLVD, 73110	LORI WORTHINGTON	B-23-1547	\$5,000.00
				\$35,980.00

Building - Public & Semi-Public

Hospital Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/6/23	2825 PARKLAWN DR, 73110	JOHN HILL	B-23-1210	

School Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/20/23	7400 E RENO AVE, 73110	MID-DEL SCHOOLS	B-23-1391	
6/20/23	7400 E RENO AVE, 73110	MID-DEL SCHOOLS	B-23-1390	

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/23	221 W PRATT DR, MWC, OK, 73110	Brandon Clark	B-23-1294	\$0.00
6/5/23	10348 SE 19TH ST, MWC, OK, 73130	Kenton Levings	B-23-1101	\$40,000.00
6/9/23	1020 WOODCREST DR, MWC, OK, 73110	Wilson cardona	B-23-1421	\$2,200.00
6/9/23	405 RUSSELL DR, MWC, OK, 73110	Albert Pray	B-23-1442	\$12,500.00
6/15/23	1410 E LOCKHEED CT, 73110	Larry Inscoe	B-23-1195	\$2,300.00
6/16/23	1326 VERNA MARIE DR, 73110	LaNita Birdow	B-23-1552	\$3,500.00
6/19/23	3737 ROLLING LN, MWC, OK, 73110	David Akakpo	B-23-1427	\$6,000.00
6/21/23	405 RUSSELL DR, 73110	Albert Pray	B-23-1039	\$10,000.00
				\$76,500.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/13/23	3413 MEADOWBROOK DR, MWC, OK, 73110	jmkb company	B-23-1264	\$40,000.00
6/28/23	716 E ARBOR DR, MWC, OK, 73110	Roger Ring	B-23-1721	\$4,250.00
6/28/23	705 HEDGE DR, MWC, OK, 73110	Roger Ring	B-23-1722	\$0.00
				\$44,250.00

Res Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/5/23	6608 ELAND ST, MWC, OK, 73110	Duana Newcomb/Riverside Community LLC	B-23-1157	\$0.00
6/12/23	6609 ELAND ST, MWC, OK, 73110	Duana Newcomb/RIVERSIDE COMMUNITY, LLC	B-23-1124	\$0.00
6/15/23	9624 E RENO AVE, 73130	Midwest Wrecking	B-23-1001	\$0.00
				\$0.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/5/23	2409 WOODGROVE CT, 73130	MARRUFO CONCRETE	B-23-1447	\$0.00
6/5/23	2413 WOODGROVE CT, 73130	MARRUFO CONCRETE	B-23-1448	\$0.00
6/13/23	936 STIVER DR, 73110	EMS CONSTRUCTION LLC	B-23-1558	
6/15/23	200 MAGNOLIA RIDGE, 73130	WHITE BUFFALO	B-23-1588	

\$0.00

Res Duplex New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/6/23	9070 NE 13TH ST, UNIT 3 & 4 , 73130	Adam Stephens	B-21-2170	\$246,000.00
6/13/23	9070 NE 13TH ST, UNIT 1 & 2 73130	Adam Stephens	B-21-2169	\$246,000.00

\$492,000.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/23	256 BEARD DR, MWC, OK, 73110	Sheryl Bork	B-23-1179	\$1,725.00
6/2/23	10008 FOREST LN, MIDWEST CITY, OK, 0	Iron Tough Vinyl Fence	B-23-1062	\$5,500.00
6/2/23	9317 WONGA DR, MWC, OK, 73130	Glen Kierstead	B-23-1420	\$2,500.00
6/6/23	368 CAMBRIDGE RD, 73130	Alisa Chartney	B-23-1303	\$6,500.00
6/8/23	2401 S WESTMINSTER RD, 73130	Courtney Cowart	B-23-1464	\$10,000.00
6/13/23	608 HOLMAN PL, MWC, OK, 73110	STEVE YORK	B-23-1468	\$3,500.00
6/14/23	725 PALMER DR, 73110	Joseph Blanco	B-23-1330	\$2,500.00
6/19/23	2700 FOREST GLEN TER, 73020	Brady Thomas	B-23-1400	\$9,600.00
6/19/23	9711 NAWASSA DR, 73130	Iron Tough Vinyl Fence	B-23-1462	\$18,000.00
6/19/23	13252 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1260	\$1,500.00
6/19/23	13256 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1268	\$1,500.00
6/19/23	13260 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1277	\$0.00
6/19/23	13264 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1284	\$1,500.00
6/19/23	13268 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1288	\$1,500.00
6/19/23	13272 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1291	\$1,500.00
6/19/23	13276 SAWTOOTH OAK RD, 73020	harli haworth	B-23-1297	\$1,500.00
6/21/23	804 GREENWOOD DR, MWC, OK, 73110	erik belcher	B-23-1586	\$500.00
6/22/23	9600 KENT DR, 73130	Samantha Barbero	B-23-1613	\$3,000.00
6/22/23	9600 KENT DR, 73130	Billy Barbero	B-23-1613	\$3,000.00

\$75,325.00

Res Multi-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/27/23	1677 MIDTOWN PL, 73130	JLOU PROPERTIES LLC	B-21-2403	\$1,400,000.00

\$1,400,000.00

Res Multi-Fam Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/6/23	301 E RICKENBACKER DR, MWC, OK, 73110	David Campbell	B-23-1352	\$40,000.00
6/7/23	7801 NE 10TH ST, OK, 73110	Eric Sides	B-23-1265	\$164,122.00
6/7/23	3834 N OAK GROVE, MWC, OK, 73110	Eric Sides	B-23-1267	\$48,995.00
6/12/23	1312 N MIDWEST BLVD, 73110	Eric Sides	B-23-1336	\$7,895.00

\$261,012.00

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/23	1020 WOODCREST DR, MWC, OK, 73110	Wilson cardona	B-23-1305	\$1,000.00
6/8/23	628 E TOWRY DR, 73110	Sean Garbutt	B-23-1444	\$0.00
6/20/23	3401 BELAIRE DR, MWC, OK, 73110	Shannon Kline	B-23-1370	\$4,900.00

\$5,900.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/23	10809 OHARA LN	MITCHELL CONSTRUCTION AND RENOVATIONS LLC	B-23-1424	

6/6/23	10806 TURTLE BACK DR, 73130	NASH ROOFING & CONSTRUCTION LLC	B-23-1467	
6/8/23	12135 TUSCANY RIDGE RD, 73130	CANTRELL EXTERIOR FINISHES	B-23-1493	
6/8/23	1317 TARA DR, 73130	CANTRELL EXTERIOR FINISHES	B-23-1495	
6/8/23	10801 SE 3RD ST, 73130	CANTRELL EXTERIOR FINISHES	B-23-1492	
6/8/23	3604 BELLA VISTA, 73110	CANTRELL EXTERIOR FINISHES	B-23-1496	
6/8/23	10605 STRAWBERRY HILL, 73130	LANES ROOFING	B-23-1497	
6/8/23	10600 STRAWBERRY HILL, 73130	LANES ROOFING	B-23-1498	
6/8/23	304 BUCKBOARD LN, 73130	LANES ROOFING	B-23-1499	
6/8/23	9023 N TIMBERVIEW DR, 73130	LANES ROOFING	B-23-1500	
6/9/23	2020 ALBERT DR, 73130	PARKER BROTHERS ROOFING	B-23-1514	
6/13/23	1112 TWISTED OAK DR, 73130	CHOICE SOLUTIONS	B-23-1529	
6/13/23	10707 NE 5TH ST, 73130	777 ROOFING AND CONSTRUCTION	B-23-1533	
6/13/23	805 OLD COLONY RD, 73130	S.H. VAUGHN CONSTRUCTION COMPANY INC	B-23-1559	
6/13/23	1725 BALLAD DR, 73130	CANTRELL EXTERIOR FINISHES	B-23-1567	
6/15/23	9120 OAK CREEK DR, 73130	PARKER BROTHERS ROOFING	B-23-1594	\$15,600.00
6/15/23	10660 TURTLE BACK DR, 73130	PARKER BROTHERS ROOFING	B-23-1596	\$10,300.00
6/15/23	11364 LESLIE BEACHLER LN, 73130	PARKER BROTHERS ROOFING	B-23-1597	\$22,000.00
6/15/23	2808 S POST RD, 73130	PARKER BROTHERS ROOFING	B-23-1598	\$9,700.00
6/15/23	1619 N DOUGLAS BLVD, 23, 73130	PARKER BROTHERS ROOFING	B-23-1599	\$5,800.00
6/19/23	10300 LE JEAN, 73130	CANTRELL EXTERIOR FINISHES	B-23-1625	
6/20/23	9108 OAK CLIFF DR, 73130	TEXOLA INC	B-23-1637	
6/20/23	727 S TIMBER LN, 73130	OKLAHOMA ROOFING & CONSTR	B-23-1646	
6/20/23	2035 YORKSHIRE DR, 73130	OKLAHOMA ROOFING & CONSTR	B-23-1645	
6/20/23	4009 LOCUST DR, 73110	OKLAHOMA ROOFING & CONSTR	B-23-1644	
6/21/23	3512 WILLOW CREEK DR, 73110	MONROE HOLFORD ROOFING	B-23-1657	
6/21/23	9617 MONTCLAIRE DR, 73130	OKLAHOMA ROOFING & CONSTR	B-23-1647	
6/23/23	200 OAKTREE LN, 73130	SPARROW CONSTRUCTION	B-23-1689	
6/26/23	10605 TUMILTY AVE, 73130	PARKER BROTHERS ROOFING	B-23-1685	
6/26/23	10821 SARA CT, 73130	PARKER BROTHERS ROOFING	B-23-1703	
6/26/23	11229 LARKIN LN, 73130	PARKER BROTHERS ROOFING	B-23-1704	
6/26/23	10603 TUMILTY AVE, 73130	PARKER BROTHERS ROOFING	B-23-1705	
6/26/23	10120 NE 4TH ST, 73130	PARKER BROTHERS ROOFING	B-23-1707	
6/26/23	3020 N GLENHAVEN DR, 73110	MHM CONSTRUCTION INC	B-23-1708	
6/26/23	11031 MINDY LN, 73130	YATES ROOFING	B-23-1726	
6/27/23	3421 N GLENOAKS DR, 73110	CANTRELL EXTERIOR FINISHES	B-23-1729	
6/28/23	1000 CALDWELL DR, 73130	JTUCK CONSTRUCTION	B-23-1737	\$20,000.00

6/29/23	12800 GLEN EAGLE DR, 73020	CANTRELL EXTERIOR FINISHES	B-23-1760	\$28,000.00
6/29/23	236 CHAUCER CRESCENT, 73130	3 DIMENSIONAL ROOFING LLC	B-23-1761	\$25,000.00
6/30/23	1205 W PEEBLY DR, 73110	PARKER BROTHERS ROOFING	B-23-1764	\$9,900.00
6/30/23	9109 APPLE DR, 73130	PARKER BROTHERS ROOFING	B-23-1765	
6/30/23	11385 SE 28TH ST, 73130	PARKER BROTHERS ROOFING	B-23-1766	
6/30/23	9113 APPLE DR, 73130	PARKER BROTHERS ROOFING	B-23-1767	

\$146,300.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/6/23	628 E TOWRY DR, 73110	Sean Garbutt	B-23-0613	\$35,000.00
6/14/23	2583 SHADY HOLLOW, 73020	Jennifer Lee	B-23-0483	\$50,000.00

\$85,000.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/23	2589 FOREST GLEN DR, MIDWEST CITY, OK, 73020	Swm & Sons	B-22-2681	\$285,000.00
6/2/23	10110 LEXI CT, 73130	Mike Spears	B-23-0821	\$180,000.00
6/5/23	10488 CATTAIL TER, MIDWEST CITY, OK, 73130	Jennifer Ennis	B-23-0889	\$198,500.00
6/5/23	10480 CATTAIL TER, MIDWEST CITY, OK, 73130	Jennifer Ennis	B-23-0912	\$199,500.00
6/5/23	2409 FOREST GLEN DR, 73020	Swm & Sons	B-23-1166	\$260,000.00
6/8/23	2401 S WESTMINSTER RD, 73130	Swm & Sons	B-22-2059	\$268,000.00
6/8/23	10480 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-0814	\$176,000.00
6/14/23	13180 CHINKAPIN OAK PL, 73020	Melissa Mallory	B-22-2189	\$155,000.00
6/19/23	13252 SAWTOOTH OAK RD, 73020	Harli Haworth - IDEAL HOMES	B-23-1259	\$202,000.00
6/19/23	13256 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1266	\$216,000.00
6/19/23	13260 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1275	\$189,000.00
6/19/23	13264 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1283	\$236,000.00
6/19/23	13268 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1287	\$263,000.00
6/19/23	13272 SAWTOOTH OAK RD, 73020	Harli Haworth	B-23-1290	\$211,000.00
6/19/23	13276 SAWTOOTH OAK RD, 73020	harli haworth	B-23-1296	\$217,000.00
6/20/23	8720 NE 17TH ST, MIDWEST CITY, OK, 0	Daryl Ljunghammar	B-21-0507	\$225,000.00
6/20/23	9216 JENNIFER PL, 73130	Aaron McRee	B-23-0278	\$125,000.00
6/22/23	10455 CATTAIL TER, 73130	Jennifer Ennis	B-23-1373	\$267,000.00
6/22/23	10456 CATTAIL TER, 73130	Jennifer Ennis	B-23-1372	\$186,500.00
6/22/23	10460 CATTAIL TER, 73130	Jennifer Ennis	B-23-1374	\$198,500.00
6/22/23	10464 CATTAIL TER, 73130	Jennifer Ennis	B-23-1355	\$193,000.00
6/22/23	10468 CATTAIL TER, 73130	Jennifer Ennis	B-23-1323	\$194,000.00
6/22/23	10472 CATTAIL TER, 73130	Jennifer Ennis - Home Creations	B-23-1354	\$198,500.00
6/22/23	10476 CATTAIL TER, 73130	Jennifer Ennis - Home Creations	B-23-1353	\$201,720.00
6/22/23	2220 WOODGROVE CT, 73130	Jennifer Ennis	B-23-1375	\$199,500.00
6/22/23	10107 ST PATRICK DR, 73130	BARRON CONSTRUCTION	B-21-0294	\$85,000.00
6/28/23	100 WINDSOR WAY, MWC, OK, 73110	Leslie Wood	B-22-0038	\$160,000.00
6/29/23	12710 FOREST TERR, 73020	BOB JONES HOMES INC	B-23-1605	\$400,000.00
6/29/23	2401 WOODGROVE CT, 73130	Home Creations, Inc.	B-22-1794	\$198,000.00
6/29/23	2405 WOODGROVE CT, 73130	Home Creations, Inc.	B-22-1779	\$214,000.00
6/29/23	2409 WOODGROVE CT, 73130	Home Creations	B-22-2928	\$202,000.00
6/29/23	2413 WOODGROVE CT, 73130	Home Creations	B-22-2982	\$198,500.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/23	804 TIMBER RIDGE RD, MWC, OK, 73130	Kathryn Young	B-23-0573	\$21,600.00
6/1/23	11404 LESLIE BEACHLER LN, 73130	Kathryn Young	B-23-1052	\$58,926.00
6/1/23	417 SHOWALTER DR, 73110	Kathryn Young	B-23-1016	\$29,213.16
6/1/23	509 E ERCOUPE DR, MWC, OK, 73110	Toby Brown	B-23-1180	\$10,000.00
6/1/23	9535 BRIARWOOD DR, 73130	Mario Lugo	B-22-2099	\$40,000.00
6/1/23	228 W FAIRCHILD DR, MWC, OK, 73110	Rudy Hymer	B-22-3201	\$30,000.00
6/2/23	2340 SNAPPER LN, 73130	Brandyn Thomas	B-23-1107	\$24,420.00
6/2/23	410 SHOWALTER DR, MWC, OK, 73110	Anthony Woods	B-23-1381	\$17,500.00
6/7/23	815 SANDRA DR, MWC, OK, 73110	Kevin Jagers	B-23-1282	\$17,900.00
6/7/23	6112 SE 4TH ST, MWC, OK, 73110	Camron Roedel	B-23-1324	\$37,720.20
6/7/23	415 W FAIRCHILD DR, MWC, OK, 73110	Camron Roedel	B-23-1401	\$34,483.48
6/7/23	520 THREE OAKS DR, MWC, OK, 73130	Camron Roedel	B-23-1403	\$27,721.11
6/7/23	9725 HARMONY DR, MWC, OK, 73130	Camron Roedel	B-23-1407	\$23,999.08
6/9/23	6005 SE 6TH ST, MWC, OK, 73110	William Lefforge	B-23-1417	\$8,000.00
6/9/23	209 WINDOVER CV, MWC, OK, 73130	Laura Willhite	B-21-1508	\$150,000.00
6/12/23	3116 N GLENHAVEN DR, MWC, OK, 73110	Jorge Daniel Aguilera Vega	B-23-1201	\$80,000.00
6/14/23	12457 NATIVE HILL DR, 73020	Mark Tullier Jr.	B-23-1436	\$14,880.00
6/14/23	3009 N GLENOAKS DR, 73110	Caiti Perry	B-23-1041	\$33,500.00
6/14/23	8410 SE 17TH ST, MWC, OK, 73110	Mark Jennings	B-23-0942	\$50,000.00
6/14/23	829 E ROSE DR, MWC, OK, 73110	Cantrell Exterior Finishes, LLC	B-22-2516	\$140,000.00
6/15/23	817 W SILVER MEADOW DR, OK, 73110	Garrett Widowski	B-23-1286	\$51,104.98
6/16/23	917 ARTHUR DR, MWC, OK, 73110	WIDOWSKI, GARRETT J	B-23-1285	\$32,116.23
6/19/23	2012 GERRIE ST, MWC, OK, 73130	Jeremy Turner	B-23-1512	\$54,684.44
6/19/23	425 BLUE SPRUCE DR, MWC, OK, 73130	Jeremy Turner	B-23-1522	\$43,650.20
6/19/23	10912 WINDMILL FARMS RD, MWC, OK, 73130	Jeremy Turner	B-23-1569	\$37,751.86
6/19/23	12802 SE 18TH ST, MWC, OK, 73020	Jeremy Turner	B-23-1570	\$84,982.88
6/19/23	1209 GRAND MANOR, MWC, OK, 73130	Jeremy Turner	B-23-1413	\$32,338.24
6/19/23	620 E FROLICH DR, MWC, OK, 73110	Camron Roedel	B-23-1551	\$32,659.52
6/19/23	3205 MOCKINGBIRD LN, MWC, OK, 73110	Camron Roedel	B-23-1555	\$26,193.69
6/20/23	123 RICHARDS AVE, MWC, OK, 73130	Anthony woods	B-23-1356	\$18,331.78
6/20/23	10524 RICKY LN, MWC, OK, 73130	Anthony Woods	B-23-1357	\$8,559.20
6/22/23	10843 NE 8TH TER, MIDWEST CITY, OK, 0	Walter B. Shepherd	B-23-1589	\$27,447.87
6/22/23	2403 CATTAIL CIR, MIDWEST CITY, OK, 73130	Walter B. Shepherd	B-23-1568	\$16,090.88
6/22/23	317 COUNTRY CLUB TER, MWC, OK, 73110	Walter B Shepherd	B-23-1593	\$55,200.75
6/22/23	829 STAHL DR, MWC, OK, 73110	Walter B Shepherd	B-23-1592	\$49,982.61
6/26/23	3016 MOCKINGBIRD LN, MIDWEST CITY, OK, 0	Kathryn Young	B-23-0253	\$25,630.00
6/26/23	2329 ORANGE DR, MWC, OK, 73130	Camron Roedel	B-23-1626	\$24,041.66
6/28/23	136 LEONARD LN, MWC, OK, 73110	Angelica Carmona	B-23-1380	\$30,156.30

6/29/23	925 SUNVALLEY DR, MWC, OK, 73110	Paic Financial	B-23-1553	\$41,394.44
6/29/23	612 HOLMAN PL, MWC, OK, 73110	Gene Catron	B-23-0811	\$100,000.00

\$1,642,180.56

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/23	1305 MCGREGOR DR, MWC, OK, 73130	Renay Reed	B-23-1309	\$3,500.00
6/2/23	2100 CHAMPOLI DR, 01, OK, 73020	Cristian Ortiz	B-23-1358	\$3,900.00
6/8/23	6105 SE 7TH ST, 73110	CYNTHIA HAMMONS	B-23-1457	\$9,575.00
6/13/23	10335 LE JEAN, MWC, OK, 73130	Dale Sledge	B-23-1488	\$3,800.00
6/16/23	901 W MITCHELL DR, 73110	CYNTHIA HAMMONS	B-23-1520	\$7,850.00
6/16/23	10906 LAURA KATE CT, 73130	CYNTHIA HAMMONS	B-23-1521	\$9,575.00
6/16/23	10217 LEXI CT, MWC, OK, 73130	Carrol Jackson	B-23-1174	\$4,700.00
6/20/23	10229 SE 14TH ST, MWC, OK, 73130	Dale Sledge	B-23-1489	\$4,500.00
6/20/23	1732 S WILLOW WIND DR, MWC, OK, 73130	Dale Sledge	B-23-1490	\$3,900.00
6/26/23	602 HOLMAN PL, 73110	Christian Wolff	B-23-1524	\$3,700.00
6/29/23	10513 SE 23RD ST, 73130	Stephanie Scott	B-23-1666	\$3,925.00
6/29/23	10513 SE 23RD ST, 73130	Stacy Scott	B-23-1666	\$3,925.00

\$62,850.00

Res Swimming Pool / Hot Tub Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/8/23	10217 SE 15TH ST, MIDWEST CITY, OK, 0	JENNIFER MADRIGALES	B-23-1409	\$0.00
6/19/23	2401 FRUITFULL DR, MWC, OK, 73130	Christopher Moudy	B-23-1527	\$27,000.00

\$27,000.00

Grand Total: \$19,139,867.56



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 6/1/2023 to 6/30/2023

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	1
Building/Electrical General Inspection	5
Buildings - CO Inspection & Sign Off	12
Buildings - CO Reinspection & Sign Off	4
Com Building Final Inspection	5
Com Drainage 1 Inspection	4
Com Drainage2 Inspection	4
Com Drainage3 Inspection	4
Com Drainage3 Reinspection	2
Com Drainage4 Inspection	4
Com Drainage4 Reinspection	2
Com Drainage5 Inspection	4
Com Duct Smoke Detector Test/Inspection (Building)	2
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	3
Com Electrical Ceiling Inspection	1
Com Electrical Final Inspection	8
Com Electrical Ground Inspection	3
Com Electrical Ground Reinspection	1
Com Electrical Rough-in Inspection	5
Com Electrical Service Inspection	2
Com Electrical Service Reinspection	2
Com Electrical Wall Inspection	1
Com Fence Inspection	2
Com Fire Alarm Final Inspection	1
Com Fire Sprinkler Final Inspection	1
Com Framing Inspection	5
Com Framing Reinspection	1
Com Gas Piping Inspection	4
Com Grease Trap Final Inspection	2
Com Grease Trap Rough Reinspection (Building)	1
Com Grease Trap Rough Reinspection (Line Maintenance)	2
Com Hood Suppression Inspection	1
Com Light Test Inspection	1
Com Mechanical Ceiling Inspection	1
Com Mechanical Final Inspection	4
Com Mechanical Final Reinspection	1
Com Mechanical Rough-in Inspection	2
Com Mechanical Rough-in Reinspection	1
Com Plumbing Final Inspection	5
Com Plumbing Ground Inspection	2
Com Plumbing Ground Reinspection	2
Com Plumbing Rough-in Inspection	3
Com Plumbing Rough-in Reinspection	1
Com Sewer Service Inspection	2
Com Sewer Service Reinspection	1
Com Vent Hood Final Inspection (Building)	1

Com Vent Hood Final Inspection (Fire Marshal)	1
Com Vent Hood Rough Inspection	1
Com Water Service Line Inspection	1
County Health - CO Inspection & Sign Off	5
Electrical Generator Inspection	4
Electrical Generator Reinspection	1
Fire - CO Inspection & Sign Off	12
Fire - CO Reinspection & Sign Off	5
Fire Marshal General Inspection	1
General Inspection	8
Hot Water Tank Inspection	15
Hot Water Tank Reinspection	1
Line Maintenance General Inspection	1
Mechanical Change Out Inspection	11
Mechanical Change Out Reinspection	3
OMMA CC Inspection - Buildings	1
OMMA CC Inspection - Fire	1
OMMA CC Inspection - Planning	1
OMMA CC Inspection - PWA Utilities	1
OMMA CC Inspection - Stormwater	1
Placard Issued	1
Planning - CO Inspection & Sign Off	14
Planning - CO Reinspection & Sign Off	1
Plumbing/Mechanical General Inspection	5
Pre-Con Site Inspection/Meeting	18
Res Building Final Inspection	5
Res Building Final Reinspection	4
Res Drainage1 Inspection	4
Res Drainage1 Reinspection	2
Res Drainage2 Inspection	4
Res Drainage3 Inspection	1
Res Drainage3 Reinspection	2
Res Drainage4 Inspection	2
Res Drainage4 Reinspection	1
Res Drainage5 Inspection	2
Res Drainage5 Reinspection	1
Res Driveway Inspection	5
Res Electrical Final Inspection	11
Res Electrical Final Reinspection	2
Res Electrical Ground Inspection	2
Res Electrical Pool Bonding Inspection	1
Res Electrical Rough-in Inspection	20
Res Electrical Rough-in Reinspection	10
Res Electrical Service Inspection	37
Res Electrical Service Reinspection	17
Res Fence Inspection	6
Res Footing & Building Setback Inspection	5
Res Framing Inspection	9
Res Framing Reinspection	5
Res Gas Piping Inspection	24
Res Gas Piping Reinspection	3
Res Insulation Inspection	7
Res Mechanical Final Inspection	5
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	10
Res Mechanical Rough-in Reinspection	5
Res Plumbing Final Inspection	7

Res Plumbing Final Reinspection	1
Res Plumbing Ground Inspection	3
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	12
Res Plumbing Rough-in Reinspection	3
Res Retaining Wall Final Inspection	5
Res Retaining Wall Inspection	3
Res Retaining Wall Reinspection	2
Res Roofing Inspection	15
Res Sewer Service Inspection	10
Res Storm Shelter Inspection	3
Res Temporary Electrical Pole Inspection	4
Res Termite Inspection	9
Res Water Service Line Inspection	3
Residential Meter Tap Inspection	11
Sewer Cap Inspection	2
Sewer Cap/Cave Inspection	2
Sign Inspection	1
Swimming Pool/Hot Tub Inspection	1
Utilities - CO Inspection & Sign Off	12
Utilities - CO Reinspection & Sign Off	4
<hr/>	
Total Number of Inspections:	567



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 25, 2023
To: Honorable Mayor and City Council
From: Mike S. Stroh, Neighborhood Services Director
Subject: Code Enforcement Report

Code Enforcement report for June of 2023 and for year of 2023.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Code Enforcement Summary Report - 6/1/2023 to 6/30/2023

Cases Created by AssignedTo

	1
BWOOD	96
DPATTERSON	201
ECUMMINGS	345
GVANGILDER	23
JCRUTCHER	65
JonesEM	170
MilleBC	1
SBARNARD	50
Total:	952

Cases Created by Category

CE Other Nuisance	157
CE Rubbish	71
CE Structures	113
CE Tall Grass & Weeds	374
CE Trash & Debris	179
CE Vehicles	58
Total:	952

Cases Created by Ward

1	219
2	359
3	55
4	63
5	217
6	36
Total:	949

Reinspections

BWOOD	49
DPATTERSON	87
ECUMMINGS	160
GVANGILDER	7
JCRUTCHER	4
JonesEM	65
SBARNARD	4
Total:	376

Citations

DPATTERSON	3
ECUMMINGS	2
Total:	5

Cases With Abatement Contracts

BWOOD	2
DPATTERSON	6
ECUMMINGS	9
JonesEM	10
SBARNARD	1
Total:	28

Cases "Cleared" (Closed)

BWOOD	76
DPATTERSON	114
ECUMMINGS	166
GVANGILDER	11
JCRUTCHER	22
JonesEM	72
SBARNARD	19
Total:	480



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Code Enforcement Summary Report - 1/1/2023 to 6/30/2023

Cases Created by AssignedTo

	1
BKELTON	67
BWOOD	650
DPATTERSON	1,081
ECUMMINGS	1,840
GVANGILDER	97
JCRUTCHER	185
JonesEM	781
MilleBC	19
SBARNARD	387
Total:	5,108

Cases Created by Category

CE Other Nuisance	752
CE Rubbish	399
CE Structures	1,629
CE Tall Grass & Weeds	983
CE Trash & Debris	1,032
CE Vehicles	313
Total:	5,108

Cases Created by Ward

1	900
2	1,368
3	337
4	471
5	1,540
6	486
Total:	5,102

Reinspections

BKELTON	69
BWOOD	437
DPATTERSON	741
ECUMMINGS	1,712
GVANGILDER	86
JCRUTCHER	55
JonesEM	706
MilleBC	8
SBARNARD	151
Total:	3,965

Citations

BKELTON	1
BWOOD	16
DPATTERSON	17
ECUMMINGS	107
SBARNARD	4
Total:	145

Cases With Abatement Contracts

BKELTON	6
BWOOD	20
DPATTERSON	39
ECUMMINGS	72
GVANGILDER	6
JCRUTCHER	4
JonesEM	56
SBARNARD	1
Total:	204

Cases "Cleared" (Closed)

BKELTON	63
BWOOD	553
DPATTERSON	763
ECUMMINGS	1,426
GVANGILDER	84
JCRUTCHER	110
JonesEM	477
MilleBC	18
SBARNARD	206
Total:	3,700



MUNICIPAL AUTHORITY AGENDA

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

July 25, 2023 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Vacant	Trustee Rick Favors	Authority 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 Trustee requests to discuss an item(s) or if there is not a unanimous consent, then the item(s) will be removed and heard in regular order.
1. Discussion, consideration, and possible action of approving the June 27, 2023 minutes. (Secretary - S. Hancock)
 2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Sewer Construction Fund, expenditures/Sewer Construction (46) \$15,567. (Finance - T. Cromar)
 3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Customer Deposits Fund, revenues/Investment Interest (00) \$2,151; expenditures/Transfers Out (00) \$2,151. MWC Water Department Fund, revenues/Transfers In (00) \$2,151. (Finance - T. Cromar)
 4. Discussion, consideration and possible action of approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023. (Finance - T. Cromar)
 5. Discussion, consideration, and possible action of approving a contract renewal, with modification, for FY 23-24 with Norit Americas Inc. for Lignite Granular Activated Carbon. (Public Works - R. Paul Streets)

C. DISCUSSION ITEM.

1. Discussion, consideration, and possible action of approving a contract amendment from Republic Services that would provide three more years of residential curbside single-stream recycling services to Midwest City customers. (Public Works - R. Paul Streets)

D. NEW BUSINESS/PUBLIC DISCUSSION. 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. 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. FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel at the Reed Center for the period ending June 30, 2023. (Director of Operations - R. Rushing)

F. 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.midwestcityokorg).

Midwest City Municipal Authority Minutes

June 27, 2023

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

Chairman Matt Dukes called the meeting to order at 6:51 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Ward 3 Trustee - Vacant	Trustee Rick Favors	Authority Attorney Don Maisch

CONSENT AGENDA. Reed made a motion to approve the consent agenda, seconded by Eads. Voting Aye: Eads, Byrne, Reed, Bana, Favors and Dukes. Nay: none. Motion carried.

1. Discussion, consideration, and possible action of approving the June 13, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$1,167,257; expenditures/Transfers Out (00) \$1,167,257. Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$625,752. Customer Deposits Fund, revenue/Investment Interest (00) \$18,669; expenditures/Transfers Out (00) \$18,669. Water Fund, revenue/Transfers In (00) \$18,669. Capital Drainage Fund, expenditures/Drainage Improvements (72) \$40,000. Capital Water Improvements Fund, expenditures/Capital Water Improvements (49) \$1,000. Sanitation Fund, expenditures/Sanitation (41) \$48,267. Golf Fund, expenditures/John Conrad (47) \$234,794; expenditures/Hidden Creek (48) \$4,869.
3. Discussion, consideration and possible action regarding Resolution MA2023-03 to renew the Sales Tax Agreement required for Capital Improvement Revenue bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2023-2024.
4. Discussion, consideration, and possible action of approving renewing Municipal Authority contracts without modification for FY 23-24 with Mid America Hydro Tech for Water Treatment Coagulation Polymer and Republic Services for Commercial Sanitation Services of Roll Off's and Compactors.
5. Discussion, consideration, and possible action of accepting two (2) Temporary Easements from to the City of Midwest City, across certain parcels of land located within the corporate boundaries of Midwest City in Section 35, Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
6. Discussion, consideration, and possible action of approving a renewal of an annual contract, with modification, for FY 23-24 with Waste Management of Oklahoma, Inc. for landfill charges.

7. Discussion, consideration, and possible action of approving Resolution MA2023-04 (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Drinking Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water system improvements for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a Professional services agreement with a qualified firm or individual to serve as Bond Counsel, if necessary, and (3) containing other provisions related thereto.
8. Discussion, consideration, and possible action of approving Resolution MA2023-05 (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Drinking Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water system improvements for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a Professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto.
9. Discussion, consideration, and possible action of approving Resolution MA2023-06 (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Clean Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water, wastewater, and stormwater master planning efforts for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto.
10. Discussion, consideration, and possible action of declaring forty (40) four (4) yard dumpsters from the Sanitation Department as surplus and authorizing their 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 6:52 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 25, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Sewer Construction Fund, expenditures/Sewer Construction (46) \$15,567.

The supplement is needed to budget cost of davit crane to be used for media replacement project at Wastewater Resources Recovery Facility.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 25, 2023

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
46	Sewer Construction			15,567	
		<u>0</u>	<u>0</u>	<u>15,567</u>	<u>0</u>

Explanation:
 To budget cost of davit crane to be used for media replacement project at Wastewater Resource Recovery Facility.
 Funding to come from fund balance.



Finance Department

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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 25, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Customer Deposits Fund, revenues/Investment Interest (00) \$2,151; expenditures/Transfers Out (00) \$2,151. MWC Water Department Fund, revenues/Transfers In (00) \$2,151.

The first and second supplements are needed to budget the revenue, transfer out and transfer in for the Customer Deposits Investment Interest received to end FY 22-23.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 25, 2023

Fund CUSTOMER DEPOSITS (230)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Investment Interest	2,151			
00	Transfers Out			2,151	
		<u>2,151</u>	<u>0</u>	<u>2,151</u>	<u>0</u>

Explanation:
To budget the revenue and transfers out from the Customer Deposits to end FY 22-23 expenditures.

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	2,151			
		<u>2,151</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To budget the transfers in from the Customer Deposits to end FY 22-23 expenditures.



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 25, 2023

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. MA2023-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2023 TO BE MADE AVAILABLE FOR FISCAL YEAR 2023-2024; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2023-2024 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2022-2023 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2023, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2023.

WHEREAS, it is the Municipal Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2023 as chargeable to the FY 2022-2023 budget, renew those same commitments effective July 1, 2023, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2023-2024 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, 2023, 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, 2023, formerly charged against and payable from FY 2022-2023 budgets, are hereby cancelled and renewed effective July 1, 2023, to be charged against and payable from additional FY 2023-2024 fiscal year budget amounts to be provided through budget amendments effective July 1, 2023.

SECTION 2. Any remaining unexpended fund balance within the funds at the close of day June 30, 2023, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2022-2023 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2023-2024 fiscal year effective July 1, 2023. The FY 2023-2024 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2023 and chargeable to and payable from FY 2023-2024 budgets.

Sanitation (190-4110)	\$ 548,654
Utilities – Water (191-4210/30)	\$ 240,831
Utilities – Wastewater (192-4310/30)	\$ 590,872
Golf (197-4710)	\$ 13,562
Golf (197-4810)	\$ 5,237
Capital Drainage (060-7210)	\$ 30,052
Storm Water Quality (061-6110)	\$ 94,888
Capital Water Improvements (172-4910)	\$ 3,820,515
Construction Loan Payment (178-4200)	\$ 103,935
Sewer Construction (186-4600)	\$ 685,961
Utility Services (187-5011)	\$ 3,712
Capital Sewer Improvements (188-4410)	\$ 84,444

PASSED AND APPROVED by the chairman and trustees of the Midwest City Municipal Authority this 25th day of July, 2023.

MIDWEST CITY MUNICIPAL AUTHORITY,

a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 25th day of July, 2023.

DONALD MAISCH, City Attorney



Public Works Administration
R. Paul Streets, Director
pstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Office: 405-739-1066

Memorandum

To: Honorable Chairman and Trustees

From: Paul Streets, Public Works Director

Date: 25 July 2023

Subject: Discussion, consideration, and possible action of approving a contract renewal, with modification, for FY 23-24 with Norit Americas Inc. for Lignite Granular Activated Carbon.

The Lignite Granular Activated Carbon (GAC) contract with Norit Americas Inc. is an annual contract with provisions for five (5) annual renewals. Norit Americas Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments for FY 23-24.

The following is an itemized list of the rate adjustments:

Product	2022-2023 Rate	2023-2024 Rate
Lignite GAC HD3000	\$60.49 / cu ft	\$63.25 / cu ft
	\$145,176.00 / filter	\$151,800.00 / filter

This is a 5-year contract, and in FY 22-23, approximately \$516,672.00 was encumbered to Norit Americas Inc. for Lignite GAC. Funds in the amount of \$608,000.00 are appropriated and available for expenditure in Fund # 191 for purchase of Lignite GAC in FY 23-24.

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachment: Renewal Agreement Letters



Public Works Director
R. Paul Streets
pstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1061 /Fax: 405-739-1090

June 6, 2023

Norit Americas Inc.
Attn: Ms. Nikki Vineyard
P.O. Box 790
Marshall, TX 75671

“Granular Activated Carbon”

Our records indicate contracted price at \$60.49 per cubic feet for 2,400 cubic feet, at the total net cost of \$145,176.00 per bulk trailer for Granular Activated Carbon.

Dear Ms.Vineyard:

It is time to renew the Midwest City Municipal Authority contract for FY 2023/24. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Public Works Director

_____	Yes, we agree to continue the present contract without modification.
_____	No, we are not able to continue the present contract without modification.
_____ <u>x</u> _____	Yes, we agree to continue the present contract with modification.

Sign: Nikki F Vineyard Title: Inside Sales___ Date: 6/23/23_____

Norit Americas Inc.



June 23, 2023

R. Paul Streets
Public Works Director
Midwest City Municipal Authority
8730 SE 15th St
Midwest City, OK 73110

RE: GAC Renewal FY 2023-2024
Granular Activated Carbon

Dear Mr. Streets,

Thank you for the opportunity to extend our current contract for Granular Activated Carbon supply and service beginning September 1, 2023, through August 31, 2024. As allowed by the Renewal Letter dated June 6, 2023, we would like to request a slight price increase.

Product	2022/2023 Price Per Filter	2023/2024 Price Per Filter
Lignite GAC HD3000	\$ 60.49 / cu ft (\$145,176.00 / filter)	\$ 63.25 / cu ft (\$151,800.00 / filter)

We appreciate the opportunity to continue supplying your activated carbon needs and look forward to working with you again in the coming year. Please contact me if you have any questions or if I can offer any additional assistance.

Best Regards,

Norit Americas Inc.

Nikki Vineyard
Inside Sales

M: 903.407.2609
nikki.vineyard@norit.com



DISCUSSION ITEM





Public Works Administration
R. Paul Streets, Director
 pstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
 cevenson@midwestcityok.org
 8730 S.E. 15th Street,
 Midwest City, Oklahoma 73110
 Office: 405-739-1066

Memorandum

To: Honorable Chairman and Trustees

From: Paul Streets, Public Works Director

Date: 25 July 2023

Subject: Discussion, consideration, and possible action of approving a contract amendment from Republic Services that would provide three more years of residential curbside single-stream recycling services to Midwest City customers.

Republic Services has faithfully provided residential curbside single-stream recycling services to Midwest City customers by contract for ten years. The most recent five-year contract is coming to a close and in order to continue to provide these services, an amendment to the recycling contract must be considered. The aforementioned amendment will provide an additional three years of service to Midwest City’s customers. The pricing associated with this contract amendment is as follows:

	2023 – 2024	2024 – 2025	2025 – 2026
One Cart	\$4.40	\$4.58	\$4.76
Additional Cart	\$3.50	\$3.64	\$3.79

It is the intention of City staff to evaluate all options associated with residential curbside single-stream recycling over the next two years in order to make a recommendation for a “going-forward” strategy that would be implemented at the close of the contract amendment being considered today.

The contract amendment is attached. Funds for these services are appropriated and available for expenditure in Fund # 190. Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
 Public Works Director

AMENDMENT TO MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Amendment (the "Amendment") to the Municipal Materials Management Agreement for is entered into as of the 1st day of July, 2023 (the "**Effective Date**"), by and between Allied Waste Systems, Inc. dba Republic Services of Oklahoma City ("**Company**"), and Midwest City Municipal Authority (**the "City"**) (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into the Municipal Materials Management Agreement (hereinafter "Agreement") for collection and disposal of recycling services dated July 1, 2018.

AND WHEREAS, the Parties desire to amend certain terms of the Agreement which shall take effect from July 01, 2023.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Except as specifically provided in this Amendment, each and every provision of the Agreement and previously executed amendments, if any, between the Parties remain, and is, in all respects, in full force and effect.
2. **Term:** The term of the Agreement is hereby extended for an additional period of three (3) years effective from the 1st day of July, 2023 to 30th June, 2026 ("Renewal Period"). Thereafter, the Agreement may be extended for an additional three (3) years term subject to mutual consent of the Parties.
3. **Recycling Services:** The parties agree to add the following provision with regard to the Recycling Services.
Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.
4. **Exhibit A, Pricing:** The rates for all services shall be as shown on Exhibit A attached hereto and incorporated by reference, subject to the rate adjustments as set forth in the Agreement.

All other terms and conditions of the Municipal Materials Management Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed these presents for the purposes herein contained the day and year stated above:

Company:

Allied Waste Systems, Inc. dba Republic Services of Oklahoma City

By: 

Name: David Baker

Title: General Manager

City:

Midwest City Municipal Authority

By: _____

Name: _____

Title: _____

EXHIBIT A

Pricing

	2023-2024	2024 – 2025	2025 – 2026
One Cart	\$4.40	\$4.58	\$4.76
Additional Cart	\$3.50	\$3.64	\$3.79



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





City Manager's Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: July 25, 2023

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending June 30, 2023.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Delta Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

Fiscal Year 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Revenue												
Budgeted (MTD)	314,473	456,558	454,823	690,957	482,754	280,122	284,994	361,496	700,674	397,999	522,958	407,196
Actual (MTD)	215,862	327,994	338,232	298,613	329,258	325,935	257,919	248,620	421,561	279,614	294,119	319,969
Budgeted (YTD)	314,473	771,031	1,225,854	1,916,811	2,399,565	2,679,687	2,964,681	3,326,177	4,026,851	4,424,850	4,947,808	5,355,004
Actual (YTD)	215,862	543,856	882,088	1,180,701	1,509,959	1,835,895	2,093,814	2,342,434	2,763,995	3,043,609	3,337,728	3,657,697

Expenses												
Budgeted (MTD)	317,640	357,848	352,577	429,679	372,335	303,854	297,787	314,509	436,038	355,615	389,108	355,713
Actual (MTD)	270,452	278,272	251,566	289,094	328,384	406,392	357,547	292,897	367,683	326,506	340,376	327,528
Budgeted (YTD)	317,640	675,488	1,028,065	1,457,744	1,830,079	2,133,933	2,431,720	2,746,229	3,182,267	3,537,882	3,926,990	4,282,703
Actual (YTD)	270,452	548,724	800,290	1,089,384	1,417,768	1,824,160	2,181,707	2,474,604	2,842,287	3,168,793	3,509,169	3,836,697

Revenue vs. Expenses												
Budgeted (MTD)	(3,167)	98,710	102,246	261,278	110,419	(23,732)	(12,793)	46,987	264,636	42,384	133,850	51,483
Actual (MTD)	(54,590)	49,722	86,665	9,519	875	(80,457)	(99,628)	(44,277)	53,878	(46,892)	(46,257)	(7,559)
Budgeted (YTD)	(3,167)	95,543	197,789	459,067	569,486	545,754	532,961	579,948	844,584	886,968	1,020,818	1,072,301
Actual (YTD)	(54,590)	(4,868)	81,798	91,317	92,192	11,735	(87,893)	(132,170)	(78,292)	(125,184)	(171,441)	(179,001)

Key Indicators												
Hotel Room Revenue	134,971	160,951	204,314	221,621	181,770	108,375	80,338	136,796	203,240	202,116	217,628	259,119
Food and Banquet Revenue	72,710	138,792	117,519	78,055	96,521	173,540	179,053	99,902	172,321	71,135	51,356	52,897

Fiscal Year 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Revenue												
Budgeted (MTD)	218,175	269,249	277,204	320,392	287,445	230,076	224,889	303,825	417,312	286,185	422,104	275,068
Actual (MTD)	165,309	267,937	203,272	242,338	106,151	94,137	33,427	22,326	115,512	191,509	188,113	337,364
Budgeted (YTD)	218,175	487,424	764,628	1,085,020	1,372,465	1,602,541	1,827,430	2,131,255	2,548,567	2,834,752	3,256,856	3,531,924
Actual (YTD)	165,309	433,247	636,518	878,856	985,007	1,079,144	1,112,571	1,134,897	1,250,409	1,441,918	1,630,032	1,967,395

Expenses												
Budgeted (MTD)	276,863	304,951	298,180	318,622	307,935	281,813	261,066	303,985	403,234	297,791	342,543	293,360
Actual (MTD)	217,027	271,844	249,791	246,471	124,488	164,155	101,046	105,993	139,185	197,810	221,278	271,866
Budgeted (YTD)	276,863	581,814	879,994	1,198,616	1,506,551	1,788,364	2,049,430	2,353,415	2,756,649	3,054,440	3,396,983	3,690,343
Actual (YTD)	217,027	488,872	738,663	985,134	1,109,622	1,273,777	1,374,823	1,480,816	1,620,001	1,817,810	2,039,089	2,310,954

Revenue vs. Expenses												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770	(20,490)	(51,737)	(36,177)	(160)	14,078	(11,606)	79,561	(18,292)
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)	(18,337)	(70,017)	(67,619)	(83,667)	(23,673)	(6,301)	(33,165)	65,498
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)	(134,086)	(185,823)	(222,000)	(222,160)	(208,082)	(219,688)	(140,127)	(158,419)
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)	(124,615)	(194,633)	(262,251)	(345,919)	(369,592)	(375,892)	(409,057)	(343,559)

Key Indicators												
Hotel Room Revenue	140,152	138,336	115,422	135,084	1,266	2,150	1,452	-	24,220	102,796	124,026	203,942
Food and Banquet Revenue	21,229	120,339	76,791	97,591	91,680	91,702	28,934	20,929	81,770	72,826	51,355	117,938



MEMORIAL HOSPITAL AUTHORITY AGENDA

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

July 25, 2023 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Vacant	Trustee Rick Favors	Authority 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 Trustee requests to discuss an item(s) or if there is not unanimous consent, then the item(s) will be removed and heard in regular order.
1. Discussion, consideration, and possible action of approving the June 27, 2023 minutes. (Secretary - S. Hancock)
 2. Discussion, consideration and possible action for adoption 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, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budget as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023. (Finance - T. Cromar)
- C. DISCUSSION ITEM.
1. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)
- D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Memorial Hospital Authority meetings was filed with the City Clerk of Midwest City 48 hour 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 Memorial Hospital Authority Minutes

June 27, 2023

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

Chairman Matt Dukes called the meeting to order at 6:52 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Ward 3 Trustee - Vacant	Trustee Rick Favors	Authority Attorney Don Maisch

CONSENT AGENDA. Bana made motion to approve the consent agenda, seconded by Reed. Voting Aye: Eads, Byrne, Reed, Bana, Favors and Dukes. Nay: none. Motion carried.

1. Discussion, consideration, and possible action of approving the June 13, 2023 meeting minutes.
2. Discussion, consideration, and possible action of 1) accepting the FY 2022-23 Year-End Report of the Trust Board of Grantors; and 2) approving the FY 2023-24 Community Improvement Grant Program documents and schedule.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of the following agreement with Capitol Decisions, Inc. in the total amount of \$115,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2023 through June 30, 2024.**

Lyon addressed council. After discussion, Eads made a motion to approve, seconded by Bana. Voting Aye: Eads, Byrne, Reed, Bana, Favors and Dukes. Nay: none. Motion carried. JR Reskovac with Capital Decisions addressed the council.

2. **Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action taken.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:03 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 25, 2023

SUBJECT: Discussion, consideration and possible action for adoption 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, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budget as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023.

Staff recommends that the resolution be adopted with the amount provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. HA 2023-_____

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, 2023 TO BE MADE AVAILABLE FOR FISCAL YEAR 2023-2024; AND AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2022-2023 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2023, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2023.

WHEREAS, it is the Hospital Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2023 as chargeable to the FY 2022-2023 budget, renew those same commitments effective July 1, 2023, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2023-2024 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, 2023, 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, 2023, formerly charged against and payable from FY 2022-2023 budget, are hereby cancelled and renewed effective July 1, 2023, to be charged against and payable from additional FY 2023-2024 fiscal year budget amounts to be provided through budget amendments effective July 1, 2023.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2023, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2022-2023 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2023-2024 fiscal year effective July 1, 2023. The FY 2023-2024 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2023 and chargeable to and payable from FY 2023-2024 budget.

Compounded Principal (425-9010)	\$ 308,472
Discretionary/Misc (425-9050)	\$ 32,542
In Lieu of Taxes/ROR/Misc (425-9060)	\$ 795,135

PASSED AND APPROVED by the trustees of the Midwest City Memorial Hospital Authority this 25th day of July, 2023.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 25th day of July, 2023.

DONALD MAISCH, City Attorney



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 25, 2023

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is 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





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

July 25, 2023 – 6:03 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Vacant

Trustee Sean Reed

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority 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 Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.

1. Discussion, consideration, and possible action of approving the June 27, 2023 minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023. (Finance - T. Cromar)

C. DISCUSSION ITEMS.

1. Discussion, consideration and possible action to amend and/or approve a contract with Garver Engineering, Norman, OK, for a total contract price of \$188,200 for the purposes of developing construction plans for the design of a railroad switch and spur to serve the American Glass, Inc. facility and the Soldier Creek Industrial Park, 7450 NE 23rd St. (Economic Development – R. Coleman)
2. Discussion, consideration and possible action to amend and/or approve a contract with Garver Engineering, Norman, OK, for a total contract price of \$148,096 for the purposes of developing construction plans for the design of a railroad switch and spur to serve the MTG/Centrillum Proteins Project, 7210 NE 36th St. (Economic Development – R. Coleman)

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. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City 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 27, 2023

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

Chairman Matt Dukes called the meeting to order at 7:03 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Ward 3 Trustee - Vacant	Trustee Rick Favors	Authority Attorney Don Maisch

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving the June 13, 2023 meeting minutes.

Bana made a motion to approve the minutes, seconded by Reed. Voting Aye: Eads, Byrne, Reed, Bana, Favors and Dukes. Nay: none. Motion carried.

2. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Economic Development Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and American Glass, Inc. (the “Development Assistance Agreement”); authorizing and directing the execution and delivery of the Development Assistance Agreement; and containing other provisions relating thereto.

Coleman and Sam Godair of American Glass, Inc. addressed the council. After discussion, Bana made a motion to approve Resolution EDA2023-02, seconded by Reed. Voting Aye: Eads, Byrne, Reed, Bana, Favors and Dukes. Nay: none. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:11 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 25, 2023

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. EDA 2023-_____

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, 2023 TO BE MADE AVAILABLE FOR FISCAL YEAR 2023-2024; AND AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2022-2023 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2023, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2023.

WHEREAS, it is the Economic Development Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2023 as chargeable to the FY 2022-2023 budget, renew those same commitments effective July 1, 2023, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2023-2024 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, 2023, 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, 2023, formerly charged against and payable from FY 2022-2023 budget, are hereby cancelled and renewed effective July 1, 2023, to be charged against and payable from additional FY 2023-2024 fiscal year budget amounts to be provided through budget amendments effective July 1, 2023.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2023, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2022-2023 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2023-2024 fiscal year effective July 1, 2023. The FY 2023-2024 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2023 and chargeable to and payable from FY 2023-2024 budget.

Economic Development Authority (353-9550) \$211,774

PASSED AND APPROVED by the trustees of the Midwest City Economic Development Authority this 25th day of July, 2023.

MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 25th day of July, 2023.

DONALD MAISCH, City Attorney



DISCUSSION ITEMS



MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: July 25, 2023

Subject: Discussion, consideration and possible action to amend and/or approve a contract with Garver Engineering, Norman, OK, for a total contract price of \$188,200 for the purposes of developing construction plans for the design of a railroad switch and spur to serve the American Glass, Inc. facility (Project “Blondie”) and the Soldier Creek Industrial Park, 7450 NE 23rd St. (Economic Development – R. Coleman)

Our agreement with American Glass, Inc. requires the Economic Development Authority to design, install and inspect the railroad switch and spur to serve American’s proposed 114,570 square foot facility in the Soldier Creek Industrial Park (“SCIP”). Approval of the contract to design these improvements is the first step in this process.

Garver did some preliminary design work for rail service to SCIP in 2016, and is crediting us for this work. We estimate this phase will take approximately 8 – 10 weeks. Thereafter, we hope to bid and award the project so its completion will coincide well before the 2024 opening of American’s new facility.

Total project costs will likely exceed \$2 million. It should also be noted that the EDA may be able to tap into state or federal funding to help offset construction cost on the rail and spur. We are still pursuing these possibilities at the time of this report.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,



Tim Lyon, General Manager/Administrator

Attachment: Contract



**Agreement
For
Professional Services
Midwest City Economic
Development Authority

Project Blondie Railroad
Switch and Spur**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **Midwest City Economic Development Authority, a public trust created pursuant to the Title of the Oklahoma State Statutes** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner seeks turnkey railroad switch, spur and site design and construction support services (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the



available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any



relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party, if allowed by Oklahoma law, under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly



do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)’ methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver’s opinions of Project costs or construction costs provided pursuant to Exhibit A, if



any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design with Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

7. INSURANCE

7.1. Insurance.



7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the make-up of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether
Professional Services Agreement 8 Version 1
Project Blondie RR Spur Garver Project No. T28 2300



statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement, or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-



terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. The Laws of the State of Oklahoma will be used to interpret this contract. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement. The Owner shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Garver and the members of Garver's Personnel, assigned to work on the Project for the Owner are not employees of the Owner. Any such taxes, if due, are the responsibilities of Garver and will not be charged to the Owner. Garver acknowledges that as an independent contractor it and its employees, assigned to work on the Project for the Owner are not eligible to participate in any health, welfare or retirement benefit programs provided by the Owner or its employees.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services



Exhibit B – Compensation Schedule
Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

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

Midwest City Economic Development Authority

Garver, LLC

By: _____
Signature

By: 
Signature

Name: _____
Printed Name

Name: J. Bret Cabbiness, PE
Printed Name

Title: _____

Title: Sr. Project Manager

Date: _____

Date: 7-13-23

Attest: _____

Attest: 



EXHIBIT A (SCOPE OF SERVICES)

We understand that you wish us to provide design drawings and construction specifications for a spur track to the Project Blondie site owned by the Midwest City Economic Development Authority (Owner), within the Soldier Creek Industrial Park located generally at NE 23th Street and North Midwest Boulevard. More specifically, we propose the following scope of services:

Overall Project Management – Garver will appoint a qualified project manager to oversee the progress and performance of the project's design, bidding and construction services for this project. This person will be the primary point of contact between the Owner and Garver's project team.

Topographic Survey - We will subcontract with Lemke Land Surveying to provide topographic surveys for the rail spur and rail switch plans, to provide sufficient topographic and boundary surveys for use as a base map for the design and preparation of easements for the railroad right of way. We will provide easement drawings and legal descriptions for the portion of the Union Pacific Railroad crossing or lying within the Owner's Project Blondie property.

Geotechnical Services - We will subcontract with Terracon to provide geotechnical engineering support and field testing for the design of the rail spur plans. Quality Control and Quality Assurance testing is not part of the scope of the geotechnical engineer for this project and will be the responsibility of the general contractor.

Railroad Spur and Switch Design - Garver will provide a design for approximately 3,250 linear feet of a new railroad spur track from the existing Union Pacific Railroad track serving the Project Blondie site in accordance with the alignment drawing prepared previously by the Owner. We understand the Owner has obtained verbal permission for this connection. Garver will design and prepare construction plans (in AutoCAD format) for your use in construction of the spur track. We understand that storage for five to seven (5-7) cars is necessary on this site. Operational details of the Project Blondie facility are not part of this scope of work. Garver will submit periodic plan submittals (Preliminary Design, Final Design and Contract Documents) for review by the Owner and the Union Pacific Railroad (or their duly authorized agent). Review meetings related to the plan submittals will be conducted virtually (MS Teams or Zoom), unless specifically requested to be held on site by the Owner and the Union Pacific Railroad (or their duly authorized agent). Permitting for the new rail spur will be prepared and coordinated by Garver with all fees paid by the Owner.

Bidding Services – Garver will provide bidding services for the Owner for this project. A standard municipal bidding process will be followed with a minimum twenty-one day (21) advertisement, pre-bid meeting to discuss the project expectations and details, provide an opinion of probable construction costs, receive bids and officially open, review and tabulate the bids, provide a recommendation to the Owner for award of a contract to lowest and most responsible bidder.

Limited Construction Administration - Garver will provide a project engineer to facilitate, monitor and document construction progress. Garver will provide construction administration support which will include review of necessary construction material submittals, monitoring construction schedule, coordination of bi-weekly construction meetings, review and approval of contractor's monthly pay applications and monthly progress reporting to the Owner.



Limited Construction Inspection – Garver will provide a construction person to observe and document construction of the new rail spur. It is anticipated construction of the rail spur will take approximately nine (9) months. Several of the construction activities will not require inspection personnel to be on site during this work. However, all critical construction activities will be inspected by Garver as necessary to ensure compliance with the construction documents and permitting requirements.

For clarification, our proposed scope of services does not include the following:

1. Utility relocation design of any potential conflicting utilities.
2. Preparation of a Stormwater Pollution Prevention Plan. This will be the general contractor's responsibility.
3. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
4. Changes to major design elements after previous direction or approval or redesign to accommodate Owner's budget after receipt of construction bids that exceed the Engineer's cost opinions.

These and other services are considered as extra work and can be added to this agreement by written amendment.

Owner will arrange for and/or accomplish the following:

1. Provide an AutoCAD drawing of the current Site Plan drawings for our use in design to coordinate proposed site elevations with grades for the railroad spur.
2. Advise Garver immediately of changes in the project's scope or design which will affect the railroad spur design.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

Exhibit B		
Midwest City Economic Development Authority		
Project Blondie RR Spur		
FEE SUMMARY		
Title I Service		Estimated Fees
Task I - Project Management		\$ 7,000.00
Task II - Survey		\$ 20,645.00
Task III - Geotechnical Services		\$ 15,480.00
Task IV - Preliminary Design (50%)		\$ 21,500.00
Task V - Final Design (90%)		\$ 26,300.00
Task VI - Contract Documents (100%)		\$ 10,500.00
Task VII - Bidding Phase Services		\$ 10,500.00
Task VIII - Limited Construction Administration		\$ 12,000.00
Task IX - Limited Construction Inspection		\$ 64,275.00
Subtotal for Professional Services		\$ 188,200.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

	Statutory Limit
Worker's Compensation	
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: July 25, 2023

Subject: Discussion, consideration and possible action to amend and/or approve a contract with Garver Engineering, Norman, OK, for a total contract price of \$148,096 for the purposes of developing construction plans for the design of a railroad switch and spur to serve the MTG/Centrillum Proteins Project, 7210 NE 36th St. (Economic Development – R. Coleman)

Our agreement with MTG/Centrillum Proteins requires the Economic Development Authority to design, install and inspect the railroad switch and spur to serve Centrillum’s proposed 106,121 square foot facility at approximately 7210 NE 36th ST. Approval of the contract to design these improvements is the first step in this process.

Garver estimates this phase will take approximately 8 weeks. Thereafter, we hope to bid and award the project so its completion will coincide well before the 2024 opening of Centrillum Protein’s new facility.

Total project costs are forecasted at over \$1 million. We are pursuing assistance from the Oklahoma Department of Commerce’s “SIDE” Act in hopes of offsetting these expenses.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,



Tim Lyon, General Manager/Administrator

Attachment: Contract



**Agreement
For
Professional Services
Midwest City Economic
Development Authority
Project No. 22T28080**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **Midwest City Economic Development Authority, a public trust created pursuant to the Title of the Oklahoma State Statutes** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner seeks turnkey railroad switch, spur and site design (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. **Services.** Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. **Fee.** For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.



3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any



relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party, if allowed by Oklahoma law, under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly



do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)’ methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver’s opinions of Project costs or construction costs provided pursuant to Exhibit A, if



any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design with Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

7. INSURANCE



7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the make-up of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.



9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement, or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-



terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. The Laws of the State of Oklahoma will be used to interpret this contract. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement. The Owner shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Garver and the members of Garver's Personnel, assigned to work on the Project for the Owner are not employees of the Owner. Any such taxes, if due, are the responsibilities of Garver and will not be charged to the Owner. Garver acknowledges that as an independent contractor it and its employees, assigned to work on the Project for the Owner are not eligible to participate in any health, welfare or retirement benefit programs provided by the Owner or its employees.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:



- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

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

Midwest City Economic Development Authority

Garver, LLC

By: _____
Signature

By: *J. Bret Cabbiness*
Signature

Name: _____
Printed Name

Name: J. Bret Cabbiness, PE
Printed Name

Title: _____

Title: Sr. Project Manager

Date: _____

Date: 6/13/23

Attest: _____

Attest: *Lisa Nipper*



EXHIBIT A (SCOPE OF SERVICES)

We understand that you wish us to provide design drawings and construction specifications for a spur track to the Project Oscar site owned by the Midwest City Economic Development Authority (Owner), located generally at NE 36th Street and North Air Depot Boulevard. More specifically, we propose the following scope of services:

Overall Project Management – Garver will appoint a qualified project manager to oversee the progress and performance of the project's design, bidding and construction services for this project. This person will be the primary point of contact between the Owner and Garver's project team.

Topographic Survey - We will subcontract with Lemke Land Surveying to provide topographic surveys for the rail spur plans, to provide sufficient topographic and boundary surveys for use as a base map for the design and preparation of easements for the railroad right of way. We will provide easement drawings and legal descriptions for the portion of the Stillwater Central Railroad crossing or lying within the Owner's Project Oscar property.

Geotechnical Services - We will subcontract with Terracon to provide geotechnical engineering support and field testing for the design of the rail spur plans. Quality Control and Quality Assurance testing is not part of the scope of the geotechnical engineer for this project and will be the responsibility of the general contractor.

Railroad Spur Design - Garver will provide a design for the railroad spur track from the existing Stillwater Central Railroad track serving the Project Oscar site in accordance with the alignment drawing prepared previously by the Owner. We understand the Owner has obtained verbal permission for this connection. Garver will design and prepare construction plans (in AutoCAD format) for your use in construction of the spur track. We understand that storage for only three (3) cars is necessary on this site. Operational details of the Project Oscar facility are not part of this scope of work. Garver will submit periodic plan submittals (Preliminary Design, Final Design and Contract Documents) for review by the Owner and the Stillwater Central Railroad (or their duly authorized agent). Review meetings related to the plan submittals will be conducted virtually (MS Teams or Zoom), unless specifically requested to be held on site by the Owner and the Stillwater Central Railroad (or their duly authorized agent). Permitting for the new rail spur will be prepared and coordinated by Garver with all fees paid by the Owner.

Bidding Services – Garver will provide bidding services for the Owner for this project. A standard municipal bidding process will be followed with a minimum twenty-one day (21) advertisement, pre-bid meeting to discuss the project expectations and details, provide an opinion of probable construction costs, receive bids and officially open, review and tabulate the bids, provide a recommendation to the Owner for award of a contract to lowest and most responsible bidder.

Limited Construction Administration - Garver will provide a project engineer to facilitate, monitor and document construction progress. Garver will provide construction administration support which will include review of necessary construction material submittals, monitoring construction schedule, coordination of bi-weekly construction meetings, review and approval of contractor's monthly pay applications and monthly progress reporting to the Owner.



Limited Construction Inspection – Garver will provide a construction person to observe and document construction of the new rail spur. It is anticipated construction of the rail spur will take approximately six (6) months. Several of the construction activities will not require inspection personnel to be on site during this work. However, all critical construction activities will be inspected by Garver as necessary to ensure compliance with the construction documents and permitting requirements.

For clarification, our proposed scope of services does not include the following:

1. Utility relocation design of any potential conflicting utilities.
2. Preparation of a Stormwater Pollution Prevention Plan. This will be the general contractor's responsibility.
3. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
4. Changes to major design elements after previous direction or approval or redesign to accommodate Owner's budget after receipt of construction bids that exceed the Engineer's cost opinions.

These and other services are considered as extra work and can be added to this agreement by written amendment.

Owner will arrange for and/or accomplish the following:

1. Provide an AutoCAD drawing of the current Site Plan drawings for our use in design to coordinate proposed site elevations with grades for the railroad spur.
2. Advise Garver immediately of changes in the project's scope or design which will affect the railroad spur design.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

**Project Oscar Railroad Spur
FEE SUMMARY**

Task Service	Estimated Fees
Task I - Project Management	\$ 7,000.00
Task II - Survey	\$ 10,320.00
Task III - Geotechnical Services	\$ 15,480.00
Task IV - Preliminary Design (50%)	\$ 17,100.00
Task V - Final Design (90%)	\$ 21,675.00
Task VI - Contract Documents (100%)	\$ 8,711.00
Task VII - Bidding Phase Services	\$ 10,530.00
Task VIII - Limited Construction Administration	\$ 12,000.00
Task IX - Limited Construction Inspection	\$ 45,280.00
Subtotal for Professional Services	\$ 148,096.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

	Statutory Limit
Worker's Compensation	
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



PUBLIC DISCUSSION





ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

July 25, 2023 – 6:04 PM

Presiding members: Chairman Matthew Dukes

Commissioner Susan Eads

Commissioner Pat Byrne

Commissioner Vacant

Commissioner Sean Reed

Commissioner Sara Bana

Commissioner Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEM.

1. Discussion, consideration and possible action of approving the March 28, 2023 meeting minutes. (Secretary - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Commissioners on any Subject not scheduled on the Regular Agenda. The Commissioners 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 Commissioners 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 COMMISSIONERS.**

D. FURTHER INFORMATION.

1. Review of the Communications & Marketing/CVB Quarterly Activity Reports for the 2nd quarter period ending June 30, 2023. (Communications & Marketing - J. Ryan)
2. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the 2023 second quarter period ending June 30, 2023. (City Manager - T. Lyon)

E. ADJOURNMENT.



DISCUSSION ITEM



Notice for the Midwest City Economic Development Commission 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 Economic Development Commission Minutes

March 28, 2023

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

Chairman Matt Dukes called the meeting to order at 7:56 PM with the following members present:

Commissioner Susan Eads	Commissioner Sean Reed	City Manager Tim Lyon
Commissioner Pat Byrne	Commissioner Sara Bana	Secretary Sara Hancock
Commissioner Megan Bain	Commissioner Rick Favors	City Attorney Don Maisch

DISCUSSION ITEM.

1. Discussion, consideration, and possible action to approve the December 13, 2022 meeting minutes.

Eads made a motion to approve the minutes, seconded by Reed. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:05 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





Communications & Marketing

100 N. Midwest Boulevard

Midwest City, OK 73110

jryan@midwestcityok.org

Office: 405.739.1206

www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Josh Ryan, Communications & Marketing Director

DATE: July 25, 2023

SUBJECT: Review of the Communications & Marketing/CVB Quarterly Activity Reports for the 2nd quarter period ending June 30, 2023.

The Quarterly CVB Activity Report is developed by Susan MacQuarrie, Convention & Visitors Bureau Manager. The 2023 2nd Quarter Activity Report is attached for your review.

The Quarterly Communications & Marketing Activity Report is developed by Josh Ryan, Communications & Marketing Director. The 2023 2nd Quarter Activity Report is attached for your review.

Josh Ryan
Communications & Marketing Director

Communications & Marketing Department Responsibilities

- Media relations, public information, special events, marketing of City services, special event marketing, external special event coordination, convention recruitment and tourism attraction. Staff includes the C&M Director, Convention & Visitors Bureau Manager and Events Specialist (currently open).

2023 Q2 Highlights

Special Events Support

- Susan MacQuarrie was promoted to the position of Community Engagement Manager and took over the responsibility of managing all special events activities.
- Marketing and promotional support has been provided to several events in Q2, including:
 - Annual Rain Barrel Sale – April 15
 - Tire & E-Waste Recycling Event - April 15
 - Opening of Delta Hotels – April 18
 - Earth Day Festival – April 22
 - Covered in Color – May 13 (Canceled due to weather)
 - National Public Works Week – February 27
 - MWC Community Cleanup – May 21- 27
 - Association Celebration – June 8
 - Juneteenth – June 17
 - Tinker Air Show – July 1-2
 - Tribute to Liberty – July 4

Communications & Marketing Office (CAMO)

- Provided graphic design, marketing and promotional support on projects for multiple departments:
 - Storm Debris Removal – Public Works
 - Severe Weather – Emergency Management
 - Spring Leagues – Parks & Recreation
 - Reno Swim & Slide – Parks & Recreation
 - I-40 Construction – OKDOT
 - Temporary Animal Services Center Closures – Animal Welfare
 - Dispatchers Week – Emergency Management

Convention & Visitors Bureau (CVB)

- Please see CVB Q2 Report

On the Horizon

- Events Specialist position is still open. Accepting applications and looking forward to hiring our next great event coordinator.
- Fall sports and events, including the lead up to the Veterans Day Parade and Holiday Lights Spectacular.



Convention & Visitors Bureau Activities: Q2 April, May, June 2023

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.

- The CVB represents Midwest City on the **Tinker Airshow** Committee as a key partner NFE (Non-Federal Entity). A Midwest City presence is vital to keep lines communication open and to advise leadership of airshow developments. Midwest City will serve as host for the Tinker Airshow Aviators reception on June 30th (TFCU is presenting sponsor) and will facilitate the execution of our long-term partnership with Tinker to ensure a successful airshow July 1 & 2.
- The "**Experience Midwest City**" resource guide is very close to completion. The publication will broaden our overall exposure for our Midwest City businesses and capture the opportunity to highlight the amenities of our community to relocation prospects, new business interests and visitor perspectives. The guide is on target to be included in the Aviators Welcome Bags and reception for the Tinker Airshow, July 1 & 2.
- The new guide will be included in visitor welcome bags for the upcoming **Tinker and the Primes** event as well.
- Inclement weather thwarted plans and excitement to bring the Midwest City **Covered in Color** event back as a grand opening of the W.P. "Bill" Atkinson Park.
- A dedication event was held on April 15th for the new **W.P "Bill" Atkinson Park**. The Atkinson family along with City Leaders and Community members honored Mr. Atkinson with a ribbon cutting, fellowship and a festive celebration at the newly relocated "Mr. A with Pony" statue at the entrance of the park.
- The new **Delta Hotel by Marriott** officially opened on Tuesday, April 18th. This highly anticipated event was a huge success with food and beverage, entertainment, swag give-a ways and tours showcasing the hotel finely appointed amenities. The hotel lobby was standing room only as Mr. Lyon spoke of the challenges of the project, the effects of the pandemic and the reward of such an impressive asset in Midwest City. City leadership, DePalma Hotel Corp. team, and industry and community interest partners and guests all agreed.
- Following the Delta Hotel Grand Opening, the Midwest City Chamber of Commerce Leadership Team hosted the highly popular and post pandemic return of the "**Taste of Midwest City**" event. The event was a huge success with record attendance. Midwest City and Carl Albert High School jazz bands provided entertainment with Midwest City restaurants.

- The City of Midwest City participated in the inaugural “**Juneteenth Midwest City - Celebration of Freedom**” event on June 17th in Regional Park. The event was an incredible success due to the conception, efforts and organization of community residents under the leadership of Mr. Marcus Hayes. The city served as a support partner for the event, utilizing assets to ensure a safe and successful event.
- **The MAC Sports Complex and Reed Ballpark** finished the 2023 spring tournament season strong. The facilities are experiencing massive traffic from weekday local ball activities into tournament weekends. The fall season is seeing the same momentum and quickly filling.
- **John Conrad Golf Club** continues to thrive since the relaunch. The CVB is currently working with the OK Sheriffs Association fall conference and golf tournament.
- The CVB/ CAM office will be proudly representing Midwest City at the upcoming Tinker and the Primes event at the Delta Hotel / Reed Conference Center with the new guide and new tradeshow display booth. The anticipation heightens with growing expectations that the **2023 TAP** conference will be the largest attended and feature the most dynamic speakers in its 18-year history.

CVB Marketing Campaigns-

○ Digital

- **Website** – www.visitmidwestcity.com Our website is being updated and designed to match the new “Experience Midwest City” Community Guide.
 - The CVB 13 year old website will need to be updated. We are currently exploring options to ensure Midwest City’s continued on line accessibility in the travel and tourism sectors.
- **Social Media – Facebook & Twitter-** posts are made on all social media resources. Some weeks with heavy events or activities, multiple posts are made on a daily basis.
- **Cross promote** – Parks & Recreation Activities & Special Events, Shopping, dining and Hotels. Rose State College, Chamber of Commerce and other community events and activities.

○ Print

- Specific print pieces through the Midwest City Beacon and the Journal Record have provided an opportunity to showcase Midwest City’s newest facilities, festivals and quality of life activities that make Midwest City a great place to live, work, stay and play.
- **OTRD – Oklahoma Tourism & Recreation Department** – The new “Experience Midwest City” will be distributed at all state Welcome Centers and online request fulfillment program.
- **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. OTIA continues to offer complimentary continued education training webinars and Travel & Tourism road shows.

- **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** – The Communication & Marketing team encompasses the programming, sponsorships, marketing, execution and follow-up of Midwest City special events.
- The **Cruise in for Coffee** 2023 season launched in April with high enthusiasm and continued with greater attendance in May and June setting a record of participants with approximately 142 cars; spilling into Lowe’s parking lot.
 - Santa Fe Cattle Co. restaurant will continue to be the host location. We are still seeking a donut sponsor. We do expect this monthly car show to bring continued business to Town Center Plaza and surrounding businesses.
- Plans and preparations are in full swing for the **2023 Midwest City’s Tribute to Liberty** 4th of July event. On Tuesday, July 4th Regional Park will once again come alive with family and friends, food trucks, entertainment, characters and of course, FIREWORKS! To celebrate our great nations independence.
 - The Andrew Sisters tribute performance and The Wise Guys band will usher Midwest City residents and visitors into a patriotic and festive 4th of July celebration.
- Bringing it back! **The Mid- America Street Fest** (formerly held in Charles Johnson Park in TCP) is slated for Saturday, September 30th in the W.P “Bill” Atkinson Park. The event will feature many of the same highlights, with the addition of some fresh activities in the expanded and more flexible space.
- The **Central Oklahoma MOPAR Association (COMA)** has rebooked their annual MOPAR show back in Midwest City, October 7, 2023.
- It is that time again; **The 2023 Holiday Lights Spectacular** sponsorship packages are in progress and will be sent out in the next quarter.
- 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 10, 2023**



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MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: July 25, 2023

SUBJECT: Review of the Midwest City Chamber of Commerce's Quarterly Activities for the period ending June 30, 2023.

The Midwest City Chamber of Commerce has provided the attached report.



Tim L. Lyon, City Manager



2023 Q2 EDC Report

Submitted 7.11.23

New Members

*Since March 31, 2023

2023 Current	2023 Projected – Full Year	2022 Annual Total
27	50	33

*Current Membership Total (377)

Hosted Networking Events

*Since March 31, 2023

	2023 Current*	2023 Rolling Total	2023 Projected – Full Year	2022 Annual Total
Ribbon Cuttings	11	15	20	14
Sunrise Socials	1	1	4	3
Business After Hours	1	1	4	0
Lunch Bunch	4	7	12	0

Leadership Programming

- Graduated 2023 Leadership Class on April 25th 2023, over \$24,000.00 raised for local non – profit organizations

Community Partner Events

- 40th Anniversary of Sam’s Club of Midwest City
- 80th Anniversary of FNB Community Bank
- Grand Opening Celebration of Mathis Home
- Rose State College Foundation: Run for the Roses Fundraiser
- Mid Del Schools Foundation Golf Tournament
- Mid Del Schools End of the Year Awards Ceremony
- Hosted a Human Trafficking Seminar for Freedom Healing Center

Partnership with the City of Midwest City

- Attended Grand Opening of the W.P. “Bill” Atkinson Park
- Exhibited at the Public Works Department Earth Day Festival
- Supported PWA, MCPD, and MCFD for their respected “appreciation weeks”
- Attended the Community Planning Meeting for Emergency Management – Tornado Preparedness Session
- Attended Ground Breaking for Centrillium Proteins



Celebrating Education

- In partnership with the Del City Chamber of Commerce, we will be hosting (3) days in July to “Fill the Bus” as we collect donations for our school district – promote shopping in the Mid Del area, will supporting our teachers and students. Sponsors of Fill the Bus/ Celebrating Education will have an exhibition opportunity at the Mid Del Schools Teacher Convocation.

Military Affairs

- Successfully coordinated volunteers for the NFE Partners VIP Chalet and STEM City Hangar at the Tinker Air Show along side AFA, City of MWC and Starr Solutions
- Emcee for the Midwest City Tinker AFB Air Show Aviators’ Reception
- Navy League Events: Planning partner and host of the Navy League of Oklahoma City at Joe B. Barnes Regional Park for the Battle of Midway Commemoration/ Family Picnic and hosted the Navy League Golf Tournament at John Conrad Golf Course
- Attended the US Navy VQ 4 Change of Command Ceremony
- Attended the TACAMO Community Luncheon
- Host of the Tinker Community Conversations Summit and Dinner at the Chamber offices
- Assisted Home Away From Home with meeting space for their new Airmen
- Completed 4 of 7 sessions for the Tinker AFB Honorary Commander Program, Class of 2023.
- Tinker & The Primes – Planning underway, we are sold out on exhibit booths, sponsorships on sale now, individual attendee registration currently open
- Attended Farewell Reception for Maj General King, Commander of the OKC Air Logistics Complex

Upcoming Events

- 13 July – All Member Meeting / Luau
- 14 July – Fill the Bus – Midwest City Sam’s Club
- 21 July – Fill the Bus – Del City Walmart
- 27 July – Small Business Community Forum for Sales Tax Extension
- 28 July – Fill the Bus – Crest Midwest City (Douglas)
- 4 August – Mid Del Schools Teacher Convocation / Celebrating Education
- 4 August – Lunch Bunch (Location TBD)
- 7 – 10 August – Tinker and the Primes Conference
- 22 August – Chamber Board Meeting
- 24 August – Strategies for Success Seminar: Cybersecurity for Small Businesses
- 29 August – Business After Hours: 34 Bistro and Bar (Mathis Home)
- 15 September – Chamber Bowling Tournament @ Altitude 1291
- 26 September – Chamber Board Meeting
- 12 October – Picnic with Protectors and Public Works
- 14 October – Navy League: 248th Birthday Ball @ Reed Center
- 17 October – Chamber Board Meeting