



CITY OF MIDWEST CITY MEETINGS FOR JANUARY 09, 2024

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

January 09, 2024 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 3 Rick Dawkins

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Sean Reed

Ward 6 Rick Favors

City Staff:


City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

-  Invocation by Assistant City Manager Vaughn Sullivan
-  Pledge of Allegiance by Councilmember Sean Reed
-  Mayoral Proclamations: 2023 Employee of the Year
-  Community-related announcements and comments

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

1. Discussion, consideration, and possible action to approve the December 12, 2023 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration, and possible action of the approval of Change Order 1 and Amendment 1 for the 2018 Bond Street Rehabilitation Asphalt Phase 4 project with Silver Star Construction Co., Inc. in the decreased amount of \$43,167.00 respectively. (Engineering & Construction Services - P. Menefee)
3. Discussion, consideration, and possible action of continuing the construction management and inspection services agreement with Smith Roberts Baldischwiler, LLC for the 2018 Bond street repair program not to exceed \$80,000.00. (Engineering & Construction Services - P. Menefee)
4. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055230175 from the State Department of Environmental Quality for the subdivision Cypress Village Addition, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)

5. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230174 from the State Department of Environmental Quality for the subdivision Cypress Village Addition, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
6. Discussion, consideration and possible action of 1) approval of the Land and Water Conservation Fund (LWCF) Project Agreement for the Mid America Park Expansion Project – Phase II; 2) authorization to submit the approved agreement and certifications to the Oklahoma Tourism and Recreation Department; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said project. (Grants Management - T. Craft)
7. Discussion, consideration, and possible action of reappointing Doyle Kelso to a three year term for the City of Midwest City Electrical Advisory Board. (Engineering & Construction Services - R Fryar)
8. Discussion, consideration, and possible action to reappoint Russell Smith to the Planning Commission for a three-year term to expire January 23, 2027. (Planning and Zoning - M. Summers)
9. 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)

D. DISCUSSION ITEMS.

1. (PC-2158) Public hearing, discussion, consideration, and possible action for the approval of the Final Plat of Parkway Expansion for the property described as a tract of land being a part of the Southwest Quarter (SW/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma located at 10301 SE 29th St. (Planning and Zoning - M. Summers)
2. (PC-2156) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Automotive Sales and Rentals: Light in the (C-3) Community Commercial District for the property described as Lot Two (2) and the North Ninety-Five (95) feet of the West Fifteen (15) feet of Lot Three (3), McCorkle Park Addition to Oklahoma County, Oklahoma located at 2224 S. Air Depot Blvd., Midwest City. (Planning and Zoning - M. Summers)
3. Discussion, consideration, and possible action concerning various requests for hearings by Riverside Mobile Home Park. (City Attorney - D. Maisch)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of November 2023. (Finance - T. Cromar)
2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for November 2023. (Human Resources - T. Bradley)
3. (PC-2157) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Medium Density Residential Land Use to High Density Residential Land Use; and an ordinance to redistrict from Simplified Planned Unit Development (“SPUD”) to High Density Residential District, for the property described as a part of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1721 N. Hudiburg Dr., Midwest City. (Planning and Zoning- E. Richey)
4. Review of the November 7, 2023 Planning Commission Meeting Minutes. (Planning and Zoning - M. Summers)
5. Monthly Residential and Commercial Building report for November 2023 Building Report (Engineering & Construction Services—B. Bundy)

G. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Council meetings 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).

City of Midwest City Council Minutes

December 12, 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 6:00 PM with following members present:

Ward 1 Susan Eads	Ward 2 Pat Byrne	Acting City Manager Vaughn Sullivan
Ward 3 Rick Dawkins		City Clerk Sara Hancock
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Ward 4 Sean Reed

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Councilmember Dawkins. Assistant City Manager Sullivan made community-related announcements and comments.

CONSENT AGENDA. Bana made a motion to approve the consent agenda, with exception to pull item #4, seconded by Favors. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

1. Discussion, consideration, and possible action to approve the November 14, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Street Tax Fund, expenditures/Park & Recreation (06) \$10,000.
3. Discussion, consideration, and possible action of accepting a Permanent Easement from Oklahoma County across their land located in Section 22, Township 12N, Range 2W; of the Indian Meridian, Oklahoma County, Oklahoma. Parcel is associated with the building located at 7401 NE 23rd St.
4. **Discussion, consideration and possible action of 1) approval of the Land and Water Conservation Fund (LWCF) Project Agreement for the Mid America Park Expansion Project – Phase II; 2) authorization to submit the approved agreement and certifications to the Oklahoma Tourism and Recreation Department; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said project.** No Action Taken.
5. Discussion, consideration, and possible action of reappointing John Reininger to a three year term for the City of Midwest City ADA Transition Plan Committee.
6. Discussion, consideration, and possible action of declaring (7) desks, (1) bookshelf and (1) shredder as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

DISCUSSION ITEMS.

1. (PC-2122) Public hearing, discussion, consideration, and possible action to approve a resolution to amend the Comprehensive Plan for the property at 9809 SE 15th Street to Office/Retail Land Use.

E. Richey addressed Council. Bana made a motion to approve Resolution 2023-45, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Bana, and Dukes. Nay: none. Recused: Favors. Absent: Reed. Motion Carried.

2. (PC-2123) Public hearing, discussion, consideration, and possible action to approve a resolution to amend the Comprehensive Plan for the property at 7210 NE 36th Street to Industrial Land Use.

E. Richey addressed Council. Bana made a motion to approve Resolution 2023-47, seconded by Favors. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

3. (PC-2153) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Eagle Landing for the property described as a part of the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian also addressed as 10601-10603-10607 SE 15th Street, Midwest City, OK 73130.

M. Summers addressed Council. After discussion, Favors made a motion to approve the Preliminary Plat, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

4. (PC-2154) Public hearing, discussion, consideration, and possible action approving a Resolution amending the Comprehensive Plan from Office/ Retail Land Use to Commercial Land Use and; an Ordinance to Redistrict from C-3, Community Commercial District to C-4 , General Commercial District for the property described as 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, located at 422 N. Air Depot Blvd., Midwest City, OK.

M. Summers, Marc Thompson of 212 Country Club Ter., and Linda Blalock of 416 N Air Depot Blvd. addressed Council. Eads made a motion to deny, seconded by Bana. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

5. (PC-2155) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Automotive Equipment: Heavy in the (C-4) General Commercial District for the property described as 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, located at 422 N. Air Depot Blvd., Midwest City.

No Action Taken.

6. Discussion, consideration, and possible action of approving, amending, revising or rejecting a Resolution relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in an aggregate principal amount of not to exceed Four Million Dollars (\$4,000,000.00), approving documents as may be necessary or required and declaring an emergency.

P. Streets addressed the Council. Eads made motion to approve Resolution 2023-46, seconded by Bana. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

Eads made a motion to approve declaring an emergency, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

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

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 6:21 PM.

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk



**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: January 9th, 2024

Subject: Discussion, consideration, and possible action of the approval of Change Order 1 and Amendment 1 for the 2018 Bond Street Rehabilitation Asphalt Phase 4 project with Silver Star Construction Co., Inc. in the decreased amount of \$43,167.00 respectively.

The following agreement makes some adjustments to the quantities and items in the detailed bid. The Change Order will add two items that were not part of the original contract and will be added to the project. Due to these new items, Amendment 1 allows the reduction in the quantity needed for two existing bid items. These adjustments result in lowering the total project cost by \$43,167.00. The total amount of the contract decreases from \$3,875,953.25 to \$3,832,786.25.



Patrick Menefee, P.E.,
City Engineer
Attachment

December 5, 2023

City of Midwest City
Patrick Menefee
8730 S.E. 15th St
Midwest City, OK 73110

Re: **Change Order No. 1 & Amendment No. 1**
G.O. Bond Street Rehabilitation Asphalt Phase IV

I. SCOPE

Change Order No. 1 consists of adding an item of backfill with existing materials onsite for existing pavement sections. Also putting Subgrade Method B in place of Stabilized Subgrade for proper base construction. Amendment 1 adjusts the plan quantities of the Stabilized Subgrade and Shouldering with Millings to reflect the change in the field.

II. JUSTIFICATION

Change Order No. 1 adjusts the Subgrade Method B, replacing 2/3 of the plan quantity for Stabilized Subgrade and prorating the cost of shoulder work using existing materials.

Amendment No. 1 adjusts the original bid quantities to reflect the work performed in the field.

III. COST ESTIMATE

Change Order NO. 1

Item No.	Description	Unit	Unit Price	Plan Quantity	Revised Quantity	Quantity Increased	Amended Cost
CO.01	Shoulder Work (Onsite Material)	LF	1.50	0	17,500	17,500	\$26,250.00
CO.02	Subgrade Method B	SY	3.25	0	20,500	20,500	\$66,625.00

Total Change Order No. 1: **\$92,875.00**

Amendment NO. 1

Item No.	Description	Unit	Unit Price	Plan Quantity	Revised Quantity	AM#1 Quantity	AM#1 Amount
4	Stabilized Subgrade	SY	\$6.50	25,516.00	5,000	-20,516.00	-\$133,354.00
5	Shoulder Work w.Millings	LF	\$2.40	1,120.00	0	-1,120.00	-\$2,688.00

Total Amendment No. 1: **-\$136,042.00**

IV. COST SUMMARY

Original Contract Amount	\$3,875,953.25
Change Order No. 1	\$92,875.00
Amendment No. 1	-\$136,042.00
New Total Contract Amount	\$3,832,786.25

The Change Order No. 1 represents an increase of \$92,875.00 or 2.4 % to the original contract price. Amendment No. 1 represents a decrease of **-\$136,042.00** or **-3.5%** of the original contract price.

The new contract amount is **\$3,832,786.25** creates a combined decrease of **-\$43,167.00** or **-1.1%** of the original contract amount.

The above and foregoing is hereby accepted this _____ day of _____, 20____; and the undersigned agrees to perform the work at the price indicated.

ATTEST:

Witness

Silver Star Construction Co, Inc

The prices shown for Amendment No. 1 were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act.

Smith Roberts Baldischwiler, LLC

Approval is recommended this _____ day of _____, 20____.

APPROVED by the Council and signed by the Mayor of the City of Midwest City this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor



**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: January 9th, 2024

Subject: Discussion, consideration, and possible action of continuing the construction management and inspection services agreement with Smith Roberts Baldischwiler, LLC for the 2018 Bond street repair program not to exceed \$80,000.00.

The City of Midwest City has utilized Smith Roberts Baldischwiler, LLC for the 2018 Bond street repair program for construction management and inspection services since the beginning of the project. This new agreement continues the original service agreement by funding up to an additional \$80,000 to provide these services.

Smith Roberts Baldischwiler, LLC submitted the agreement, attached.

Patrick Menefee, P.E.,
City Engineer
Attachment



ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

CONSULTING ENGINEERS – CERTIFICATE OF AUTHORIZATION No. 3949
100 N.E. 5TH STREET, OKLAHOMA CITY, OKLAHOMA 73104
TEL: 405/840-7094 FAX: 405/840-9116

AGREEMENT

PERSON OR ENTITY PLACING ORDER:

NAME / COMPANY	City of Midwest City/Public Works Department		
ADDRESS	8730 S.E. 15th St.		
CITY, STATE, ZIP	Midwest City, OK 73110		
TELEPHONE	OFFICE:405-739-1215	CELL:	FAX:
EMAIL	pnenefee@midwestcityok.org		
CONTACT	NAME: Mr. Patrick Menefee	TITLE: Public Works Engineer	

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT (“CLIENT”):

CHECK IF SAME AS ABOVE

NAME / COMPANY			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE	OFFICE:	CELL:	FAX:
EMAIL			
CONTACT	NAME:	TITLE:	

PROJECT NAME/DESCRIPTION: Construction Management & Inspection for 2018 Bond Program

SCOPE OF SERVICES: See Exhibit A

FEES AND EXPENSES: SEE EXHIBIT B. DESCRIBE: Fee is shown in Exhibit B-1

This is Hourly, Not to Exceed \$80,000.00

PAYMENT TERMS: 30 DAYS OTHER: _____

SRB PROJECT MANAGER: Craig Wallace E-MAIL ADDRESS: craig.wallace@srbok.com



TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY
PLACING ORDER:**

**PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT:**

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____

SRB:
Craig Walker 11/16/23
Name: Craig Walker Date _____
Title: President

CITY OF MIDWEST CITY 2018 MOVING FORWARD BOND PROGRAM
PROPOSITION #1 - STREETS
SCOPE OF SERVICES
EXHIBIT A

Construction Administration and Inspection Services

- (1) The Engineer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the City only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the City or its representatives at any time requested for consultation or conference.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the City and all other interested parties. The City will issue all work orders for the project.
- (4) The Engineer is not required to provide construction staking but will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is in accordance with the Bidding Documents.
- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the City and its representatives or the Construction Contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the City.
- (7) Review and recommend approval of testing laboratory claim vouchers.

- (8) The Engineer shall visit the site at intervals appropriate to the stage of construction to assess the progress and quality of the work by the Contractor and will regularly review the Contractor's field markups. The Engineer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. The Engineer will review reports generated and services completed by the Inspector per Subtask D.20 of this Contract and will keep the City informed of progress of the work, and will endeavor to guard the City against defects and deficiencies of the work. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed, and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the City.
- (10) Review the Construction Contractor's final request for payment (**within seven (7) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) In addition to reports generated by the Inspection per Subtask 21 below, prepare and keep a record of the work performed by any contractor on this project and file with the City a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (12) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Engineer shall be available at all times for the purpose of communication.
- (13) The Engineer shall recommend to the City Engineer, or designee, rejection of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the City Engineer.

- (14) The Engineer shall review for conformance with Bidding Documents, and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. The Engineer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the City as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The Engineer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the Construction Contractor.
- (16) The Engineer shall conduct observations and inspections to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the City all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (17) The Engineer will review daily reports furnished by the Inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the City. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

(18) The Engineer shall maintain a record (“log”) of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.

(19) Maintaining Project Schedule

(a) The Contractor will submit a proposed Project Schedule to the Engineer for review prior to the Pre-Work Conference. The Engineer will analyze the proposed Project Schedule prior to the Pre-Work Conference and advise the City Engineer as to whether the Contractor is likely to complete the Project within the time requirements in the Contract Documents. The City Engineer, Engineer, and Contractor will review the Project Schedule at the Pre-Work Conference and the Contractor will make such adjustments as may be directed by the Engineer. Adjustments to the proposed Project Schedule directed by the Engineer or City Engineer will not alter or absolve the Contractor’s responsibility for completion of the Project and all Work within the time requirements in the Contract Documents. The Project Schedule, as reviewed and revised at the Pre-Work Conference, will be the initial Project Schedule for the Project and all Work to be completed within the time requirements in the Contract Documents, and is considered incorporated herein.

(b) The Engineer will review the Contractor’s Project Schedule submissions, compliance and revisions monthly or more frequently as necessary to determine if the Contractor’s Project Schedule accurately describes the progress of the work and if the Project will be completed in accordance with the requirements specified in the Contract Documents. The Engineer will advise the City Engineer if the progress of work in the Project Schedule is not in compliance with the time requirements specified in the Contract Documents.

(c) Throughout the Project, the Engineer will analyze the invoice, any supporting documentation, the submitted Project Schedule, and any pending requests for Change Orders or Amendments. In conjunction with its analysis and certification of the Contractor’s invoices, the Engineer will analyze the updated Project Schedule. If the Project Schedule is unlikely to result in the Project being completed within the time requirements of the Contract Documents, the Engineer will meet with the Contractor to revise and develop a Project Recovery Schedule that will meet the requirements of the Contract Documents. Additionally, the Engineer will advise the City Engineer as to timeliness of completion of the Project and all Work within the Contract Documents, including any time added pursuant to a Change Order approved by the City.

(d) The Contractor will be solely responsible for the timely completion of the Project and all Work within the time requirements of the Contract

Documents, as may be revised by approved Change Orders. Review of the Project Schedule, or any revisions thereto, are not a warranty by the City Engineer, Engineer or the City that the progress of the Work in accordance with the Project Schedule will result in timely completion of the Project and all Work, nor will the City Engineer, Engineer or City be responsible for the Contractor's performance or for the Contractor's timely performance.

- (20) Construction Administration Services shall be performed by the Engineer in accordance with these Basic Services and Exhibit A – Scope of Work. Compensation for Construction Administration Services shall be paid proportional to the completion of the construction and shall not exceed the fee established in Exhibit B-1.

(21) Inspection Services

The Project Site Representative for the Engineer (Inspector) shall perform the following inspection functions/services:

- (a) Immediately upon receipt of a Construction Work Order, the Inspector shall be present at the construction site and shall perform continuous inspection of the quality of construction as the construction relates to the contract documents. This includes inspection of the pipe and fittings upon delivery by the manufacturer to verify the pipe and fittings are acceptable.
- (b) The Inspector shall immediately notify the Construction Contractor and the City if the work does not conform to the Contract Documents.
- (c) The Inspector shall attend all job site meetings and shall report to the City all issues concerning progress, quality assurance, quality control and dispute resolution.
- (d) The Inspector shall maintain at the construction site, a copy of all contract documents and other pertinent documents in a orderly manner including a current set of construction documents annotated to include all Project related changes and clarifications. The documents shall include, but not limited to, drawings, specifications, addenda, Requests for Information, Discrepancy and Nonconformance Reports, supplemental drawings, approved shop drawings, approved submittals, approved samples, color schedules, correspondence, accepted schedules, construction change orders, amendments, logs, meeting minutes and a contractor directory.
- (e) The Inspector shall maintain all shop drawings, project data or samples in an easily retrievable filing system at the construction site.
- (f) The Inspector shall maintain a daily log book or diary, recording all pertinent observations, including but not limited to:

1. Inspector's name, date, time and activities;
2. Weather conditions at the site;
3. The nature and location of work being performed by the Construction Contractor;
4. Identification of any work that the Inspector believes fails to strictly conform to the contract documents, along with the Inspector's actions regarding such observation;
5. Identification of any work determined to be nonconforming, along with the disposition of such nonconformance;
6. Copies of all reports made to the Construction Contractor of nonconforming work;
7. Description of all disputes among the Construction Contractor, Subcontractors and suppliers; and
8. Description of how each dispute is resolved.

(g) The Inspector shall be present at the construction site while work is proceeding and shall provide continuous inspection of the quality of construction. The Inspector will have authority to act on behalf of the City only to the extent provided by this Contract. The Inspector is not responsible for creating or implementing the Construction Contractor's schedules nor for any failure by the Construction Contractor to perform its work in accordance with plans and specifications.

(h) Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Inspector shall be available at all times for the purpose of communication.

(i) The Inspector shall coordinate his/her work with other on-site activities performed by the City and the Construction Contractor.

(j) The Inspector may NOT:

1. Authorize deviations from the contract documents.
2. Personally conduct or participate in tests or third party inspections.
3. Assume any of the responsibilities of the Construction Contractor, subcontractors or suppliers.
4. Expedite the work for the Construction Contractor.
5. Advise or issue directions to the Construction Contractor concerning aspects of construction means, method, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
6. Authorize the City to occupy the project in whole or part.
7. Reject work or require special inspection or testing.

g. Order the Construction Contractor to stop the work or any portion thereof.

(k) The Inspector is not responsible for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyls (PCBs) or other toxic substances. If the Inspector has actual notice of such hazardous materials, he/she shall notify the City immediately of its discovery.

(l) Inspection Services shall be performed by the Engineer in accordance with these Basic Services and Exhibit A – Scope of Work. The Engineer will be paid for Inspection Services in accordance with the rate shown in Exhibit B-1. If the construction contract time exceeds the duration specified in Exhibit B-1, the compensation in excess of the funds in Exhibit B-1 will be paid as an Additional Service in accordance with the contract at the rate established in Exhibit B-1.

EXHIBIT A-1 CONSTRUCTION INSPECTOR ROLES

- Inspect for compliance with ADA standards including ramps, sidewalks, and intersection crosswalks. Coordinate with General Services to ensure compliance and consistency with Transition Plan and compliant documents.
- Inspect asphalt paving, concrete paving, and curb and gutter construction. Compliance to typical thicknesses and yield calculations for quantity and depth verification.
- Observe all third-party testing labs and materials testing required by project specifications. Cross check tests to verify validity of processes.
- Verify construction quantities and compare with contractor representatives for payment monthly or as required by the city engineer.
- Accurately record and submit daily inspection reports that include a detailed description of the work performed and maintain daily quantities of pay items for work completed.
- Track and record weather delays, working day count, and non-working days as allowed by the Standard Specification for Construction and Public Improvements, or as described in the special technical provisions of the contract.
- Inspection of subgrade, soil stabilization processes and aggregate base for grade, compaction, moisture and preparation for paving. This process should also include adherence to plan line and grades.
- Collect all asphalt, concrete, tack coat, milling, dirt, and sod tickets (all measurable materials used to complete the item of work) to be submitted to the project manager.
- Answers question's related to the plans and specifications which are not technical by nature and to represent the City to reach solutions on site which could avoid the need for conflict resolution.
- Attends and participates in preconstruction meetings with department staff, engineers, contractors, developers and other organizations.
- Inspects the installation of STS lines and related structures as required.
- Inspect the installation of Reinforced Concrete boxes or other related formed concrete structures on project.
- Observe all proof rolling and concrete seating operations. Proof rolling to be handled with the inspection of subgrade operations.
- Observe the application of tack coat. This activity is related to the inspection of Asphalt pavements.
- Insure all construction meets the minimum requirements set forth in the plans, project specifications, city standards, Specifications for Construction and Public Improvements, and the city engineer.
- Inspect project sites for installation and maintenance of traffic control devices (daily or as reasonable) to ensure public safety.
- Perform liaison role for the City and the Contractor, as the onsite representative. Understanding when PM or Engineers need to be involved with project decisions.
- Can be first line communications with the design engineers for any technical questions related to the project.
- Assist the Public Works/City Engineering Staff with requested duties and communications to contractor.



Exhibit A
Page 1 of 1

**EXHIBIT B
FEES AND EXPENSES**

EXPENSES ARE REIMBURSABLE AS FOLLOWS:

ITEM No.	DESCRIPTION	FEE
1	Construction Management & Inspection Services	\$ 80,000.00
	TOTAL FEES:	\$ 80,000.00



EXHIBIT B-1

Date: 11/16/23

Project No.:

PO. No.

SRB Job No.: 115726

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE
 (2018 BOND PROGRAM STREET REPAIR**

Engineering Fee : ESTIMATED \$ 78,780.00 Annual Fee
 \$ 9,847.50 Monthly Fee Average

Personnel	Hours	Rate	Total
Principal:	0 Hrs	@ \$210.00	\$ -
Project Manager	60 Hrs	@ \$195.00	\$ 11,700.00
Project Engineer:	0 Hrs	@ \$130.00	\$ -
Engineering Intern:	0 Hrs	@ \$86.00	\$ -
Engineering Technician:	0 Hrs	@ \$120.00	\$ -
Professional Land Surveyor:	0 Hrs	@ \$195.00	\$ -
CADD Technician:	0 Hrs	@ \$110.00	\$ -
Clerical:	48 Hrs	@ \$60.00	\$ 2,880.00
Chief Inspector:	180 Hrs	@ \$135.00	\$ 24,300.00
Inspection:	420 Hrs	@ \$95.00	\$ 39,900.00
Surveying (2-man Crew)	0 Hrs	@ \$165.00	\$ -
Inspection Overtime	0 Hrs	@ \$130.00	\$ -
Drone Operator	0 Hrs	@ \$120.00	\$ -
SUBTOTAL			\$ 78,780.00
ASSUMED PART TIME SERVICES FOR 8 MONTHS			
BASED ON RATE CATEGORIES LISTED ABOVE			
RATE INCLUDES VEHICLE AND PRINCIPAL TIME AS PART OF OVERHEAD			
TOTAL			\$ 78,780.00



**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: January 9, 2024

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055230175 from the State Department of Environmental Quality for the subdivision Cypress Village Addition, Midwest City, Oklahoma.

Enclosed is Permit No. SL000055230175 for the construction of 1644 linear feet of eight (8) inch PVC sanitary sewer line to serve the subdivision Cypress Village Addition, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

November 17, 2023

Mr. Tim Lyon, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. SL000055230175
Sanitary Sewer to serve Cypress Village
Facility No. S-20541

Dear Mr. Lyon:

Enclosed is Permit No. SL000055230175 for the construction of 1,644 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Sanitary Sewer to serve Cypress Village, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 17, 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/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Mark C. Grubbs, P.E., Grubbs Consulting, LLC

PERMIT No. SL000055230175

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

November 17, 2023

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 1,644 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Sanitary Sewer to serve Cypress Village, located in SW/4 of Section 6, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved November 17, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules 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) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) 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.
- 3) 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.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 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. SL000055230175

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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. 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.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

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.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

AS



**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: January 9th, 2024

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230174 from the State Department of Environmental Quality for the subdivision Cypress Village Addition, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055230174 for the construction of 1671 linear feet of six (6) inch PVC potable water line to serve the subdivision Cypress Village Addition, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

November 17, 2023

Mr. Tim Lyon, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. WL000055230174
Waterline to serve Cypress Village
Facility No. 1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055230174 for the construction of 1,671 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the Waterline to serve Cypress Village, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 17, 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/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Mark C. Grubbs, P.E., Grubbs Consulting, LLC

PERMIT No. WL000055230174

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

November 17, 2023

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 1,671 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the Waterline to serve Cypress Village, located in SW/4 of Section 6, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved November 17, 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 provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 2,000 gpm.
- 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. WL000055230174

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



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

TO: Honorable Mayor and Council

FROM: Terri L. Craft, Grants Manager

DATE: January 9, 2024

SUBJECT: Discussion, consideration and possible action of 1) approval of the Land and Water Conservation Fund (LWCF) Project Agreement for the Mid America Park Expansion Project – Phase II; 2) authorization to submit the approved agreement and certifications to the Oklahoma Tourism and Recreation Department; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said project.

In September of 2021, application was made in the amount of \$790,000 to the Oklahoma Tourism and Recreation Department to assist in Phase II of the redevelopment of Mid America Park, located at 1295 N. Midwest Blvd. Along with dedicated GO bond funds as match, Phase II of the project will include a parking lot extension, an 18-hole disc golf course and a smaller neighborhood park, with a playground and pavilion to be located at the SW corner of the larger park. The original scope included prefabricated restrooms and a splash pad but were removed due to escalating costs.

Phase I funds in the amount of \$500,000 were also awarded in September of 2021 and are currently under contract.

The project agreement and certifications are attached. Staff recommends approval.

Terri L. Craft
Grants Manager

**OKLAHOMA TOURISM AND RECREATION DEPARTMENT
LAND AND WATER CONSERVATION FUND (LWCF) PROJECT AGREEMENT**

National Park Service Project Number: P23AP01867-00 OTRD Project Number: 40-01256

Project Name: Mid-America Park Expansion Phase 2

Project Sponsor: City of Midwest City

Project Period: 11/01/2023 - 09/30/2026

AL#: **15.916 Land & Water Conservation Fund State & Local Assistance Program**

Project Stage Covered by This Agreement: **ENTIRE PROJECT**

Project Cost: \$ 1,580,000.00 Approved Federal Funds: \$ 790,000.00

In consideration for the award of this matching grant funding, the undersigned political subdivision of the State of Oklahoma, hereinafter referred to as Sponsor does hereby agree and accept the same responsibility and obligations set out in herein described project and to the same extent and in the same manner, including all requirements, as does the State of Oklahoma. The Sponsor further understands, agrees, and accepts that this project is not effective until the State of Oklahoma, hereinafter referred to as the State and the Sponsor have duly executed this project agreement.

With Land and Water Conservation Fund assistance and in partnership with the Oklahoma Tourism and Recreation Department, Midwest City seeks to pursue Phase 2 of the Mid America Park expansion, which will build on Phase 1 efforts in the main community park by constructing a splash pad, installing an entry sign and prefabricated restrooms, constructing a parking lot extension, an 18-hole disc golf course, and installing a smaller neighborhood park with an inclusive playground, pavilion, and park benches. The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement and to the Award - Special Conditions terms attached.

The Sponsor agrees that all wiring will be placed underground within the project boundary unless specifically exempted by the State in writing. The Sponsor further agrees that all project development shall be in compliance with accessibility standards. Noncompliance with these or other requirements may nullify or impair Sponsor's ability to receive reimbursements under the LWCF program. The Sponsor agrees to comply with the terms and intent of P.L. 93-234, the Flood Disaster Protection Act of 1973; P.L. 90-480, the Architectural Barriers Act of 1968; P.L. 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and all other regulations and procedures that are applicable to the Land and Water Conservation Fund Program.

Sponsor acknowledges and agrees that by signing this project agreement, all acquisition or development improvements made as a part of the project shall become and shall remain as public park or recreation facilities in perpetuity unless otherwise approved by the State and the National Park Service. This Agreement incorporates the provisions of the attached General Provisions which will be applied to Sponsor's project.

By signing this project agreement, both parties acknowledge their acceptance of the terms and conditions associated with the LWCF program and agree to abide by these requirements.

STATE OF OKLAHOMA

Oklahoma Tourism & Recreation Department

BY: _____

Name: Forrest McMurray

Title: State Liaison Officer

POLITICAL SUBDIVISION (SPONSOR)

CITY OF MIDWEST CITY

BY: _____

Name: Matthew D. Dukes, II

Title: Mayor, City of Midwest City

Attachments—LWCF Agreement General and Special Provisions

AWARD SPECIFIC TERMS AND CONDITIONS

A. The recipient shall provide a signed and dated boundary map that is acceptable to them, the subrecipient, and LWCF, meeting all criteria as explained in the LWCF Manual, v. 71, including displaying all easements and reversionary interests in the property, before final reimbursement.

B. This grant has been awarded prior to the NPS and the Recipient completing required reviews of the project in accord with Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA) and making a determination as to the project's potential to cause impacts or effects to environmental or cultural resources. As requested by interested Tribes, the subrecipient shall conduct a Cultural Resources Survey of the project area in alignment with 36 CFR 800.

As such, the Sub-recipient is not authorized to perform any work under the project except as needed to complete compliance, particularly any ground disturbing activities, nor draw down any funds. The condition will remain in effect unless and until the NHP A Section 106 and NEPA processes are completed and approved by the L WCF program with a determination of whether further review, documentation, and/or mitigation measures are required; and the Sub-recipient has satisfied any requirements contained in the L WCF program determination. Once these requirements have been successfully completed, the L WCF program will notify the Recipient in writing that the review is complete, work on the project may commence, and reimbursement of Grant funds is authorized.

C. In accord with Article XI and Attachment A, the NPS reserves the right to terminate the grant in the event the Recipient breaches this special award condition or otherwise fails to perform under these Agreement requirements. If the project scope or budget changes in any way after approval as a result of the compliance process, revised final versions must be submitted to the NPS for approval once the condition placed on the agreement has been met.

BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance

program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America I OMB I The White House.

**ATTACHMENT A
LWCF GENERAL PROVISIONS**

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.



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

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : January 9, 2024

SUBJECT : Discussion, consideration, and possible action of reappointing Doyle Kelso to a three year term for the City of Midwest City Electrical Advisory Board.

In accordance with Sec. 9-67 of the Municipal Code, the Electrical Advisory Board consists of five (5) members of the Electrical Advisory Board. The board shall consist of five (5) members, each of whom shall have been actually engaged in the business of electrical work as a registered journeyman electrician or a registered electrical contractor for the past five (5) years next preceding the date of appointment. Members shall serve staggered terms of three (3) years.

The board members shall be appointed by the mayor and approved by the city council for terms of three (3) years, and each shall serve until his successor is appointed and qualified, unless sooner proved for cause.

The Electrical Advisory Board shall act in an advisory capacity to the mayor and city council as regards building codes, electrical construction, and related matters of interest to the city. The electrical advisory board shall at least once each year and such other times as may be appropriate.

Mr. Kelso is a highly respected business owner and member in the community and a long-standing member of this board. Members of city staff are recommending him for reappointment to the Electrical Advisory for another 3-year term.

Current members are as follows:

	Qualifier	Expires
Doyle Kelso	Kelso Electric	01/09/2024
Terry Hoss	Hoss Electric	12/10/2024
Brandon Pitts	Green County Electric	12/10/2024
Tye Moore	Tye Moore Electric	12/09/2025
Mike Gregory	On Line Electric	12/09/2025

Randall J. Fryar

Randall J. Fryar
Chief Building Official



Planning & Zoning Department

Matt Summers, Director of Planning and Zoning
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner
Cameron Veal, Associate Current Planner
Tami Anderson, Administrative Secretary

TO: Honorable Mayor and Council
FROM: Matt Summers, Director of Planning & Zoning
DATE: January 9th, 2024
SUBJECT: Discussion, consideration, and possible action to reappoint Russell Smith to the Planning Commission for a three-year term to expire January 23, 2027.

The term of Russell Smith is set to expire on January 23, 2024, and Mr. Smith wishes to be considered for reappointment. If reappointed, Mr. Smith's term would expire January 23, 2027.

In accordance with Section 6.2.2 (B) of the Zoning Regulations, the members shall be nominated by the Mayor and confirmed by the City Council. Mayor Dukes has nominated Mr. Smith for reappointment. Mr. Smith has served the community for many years, and is currently the Chair of the Planning Commission.

Members of the Commission serve three-year terms and are as follows.

- Dean Hinton (current term expires: August 26, 2026)
- Jess Huskey (current term expires: February 25, 2025)
- Russell Smith (current term expires: January 23, 2024)
- Dee Collins (current term expires: February 25, 2025)
- Jim Smith (current term expires: August 26, 2026)
- Rick Rice (current term expires: August 26, 2026)

Action is at the discretion of the City Council

Matt Summers, AICP
Director of Planning & Zoning



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: January 9, 2024

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
2079	Intel NUC	F44D306D8658
2382	Dell Latitude 5414 Rugged	9V1WSG2
656	Dell Latitude E6510	GR4H2M1
887	Getac F110 Tablet	RE439F0466
2568	iPad 9.7 (2018) + Cellular	DMPXNNUBJF88
2454	Dell Precision Tower T3620	8VQ7RP2
2455	Dell Precision Tower T3620	8VP5RP2
2471	Dell Precision Tower T3620	8VP6RP2
2640	iPad Air 2 + Cellular	DMPPH5F2G5WQ
2434	Dell Precision Tower T3620	68LLCP2
2433	Dell Precision Tower T3620	68MKCP2
2431	Dell Precision Tower T3620	68KNCP2
2427	Dell Precision Tower T3620	68MMCP2
2429	Dell Precision Tower T3620	68LMCP2
2435	Dell Precision Tower T3620	68MGCP2
2437	Dell Precision Tower T3620	68LJCP2
2430	Dell Precision Tower T3620	68LHCP2
2459	Dell Precision Tower T3620	68MJCP2
2423	Dell Precision Tower T3620	68MHCP2
2438	Dell Precision Tower T3620	68MNCP2
2428	Dell Precision Tower T3620	68LGCP2



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2436	Dell Precision Tower T3620	9H21RP2
2443	Dell Precision Tower T3620	8VQ6RP2
2444	Dell Precision Tower T3620	8VQ4RP2
2290	Dell Precision Tower T3620	JX5S7M2
1994	Dell Precision Tower T3620	8W5HXG2
2400	Dell Precision Tower T3620	BB49MN2
2402	Dell Precision Tower T3620	BB47MN2
924	Dell Optiplex 3010	B8BS6Y1
915	Dell Optiplex 3010	4101GX1
989	iPad 2 (2011)	DN6GDHJ8DFJ2
996	iPad 2 (2011)	DMPH16SHDFJ1
998	iPad 2 (2011)	DMPH16NQDFJ
999	iPad 2 (2011)	DMPH16NBDFJ1
1001	iPad 2 (2011)	DMPH16QEDFJ1
1002	iPad 2 (2011)	DMPH1ABTDFJ2
1006	iPad 2 (2011)	DMPH16PKDFJ1
1007	iPad 2 (2011)	DMPH16KADFJ1
2640	iPad Air 2 + Cellular	DMPPH5F2G5WQ
1086	iPad Air 2 + Cellular	DLXNL87RG5YL
1089	iPad Air 2 + Cellular	DLXNK6HJG5YL

MISCELLANEOUS

Quantity	Hardware Type	Serial Number
1	Cisco SG300-10P Switch	PSJ1547020E
1	Cisco SG300-10P Switch	PSZ18091CB7
1	Cisco SG300-10PP Switch	PSZ21141DA6
1	Cisco SG300-28P Switch	DNI15200AZF
6	APC UPS	
2	Avigilon Camera	
1	Motorola Astro XTL5000	276CHF0375
1	Motorola Astro XTL5000	276CHF0373
1	Motorola Astro XTL5000	276CHF0374
1	Motorola Base Station Power Supply	CN299969
10	Dell Monitors	
1	Box of miscellaneous computer cables	
1	Motorola XTL 2500	514CHK0670
1	Motorola XTL 2500	514CHK0662



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1	Motorola XTL 2500	514CHK0576
1	Motorola XTL 2500	514CHK0615
1	Motorola XTL 2500	514CHK0682
1	Motorola XTL 2500	514CHK0624
1	Motorola XTL 2500	514CHK0578
1	Motorola XTL 2500	514CHK0696
1	Mini Rack Tray	
1	Dell PowerEdge R720	J3QP6X1
1	Dell PowerEdge R720	
1	Dell PowerEdge R720	50PP6X1
1	Color LaserJet Pro MFP M479fdw (Line Maint	MXBCN11155
1	Laserjet Pro MFP M426fdw (WRRF)	PHBLKDHCZM
1	Allworx Phone	
4	Levoit LV-PUR131 Air Purifiers	



DISCUSSION ITEMS



To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: January 9, 2024

Subject: (PC-2158) Public hearing, discussion, consideration, and possible action for the approval of the Final Plat of Parkway Expansion for the property described as a tract of land being a part of the Southwest Quarter (SW/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma located at 10301 SE 29th St.

Executive Summary: This case is for the approval of the final plat of Parkway Expansion.

During the preliminary plat process, the owner, Stonetown Parkway LLC, agreed to amend the legal description to exclude the former railroad right-of-way along the northern part of the parcel to serve as a buffer between the manufactured home community and the single-family homes.

The final plat has that area noted as a “conservation easement and a trail easement.”

Both state and local public notice requirements were fulfilled and staff received two oppositions to the proposal at the time of this report. The oppositions were from two surrounding property owners regarding drainage and proximity of new mobile homes to their rear property line. At the Planning Commission meeting, the property owners who filed oppositions stated their concerns had been alleviated.

The Applicant’s consultant was present and addressed the Commission.

Staff recommends approval of this application conditioned upon the completion of sidewalk installation and drainage grading prior to acceptance of the final plat.

Action is at the discretion of the Council.

Dates of Hearings:
Planning Commission- December 5, 2023
City Council- January 9, 2024

Date of Pre-Development Meeting:
October 16, 2023

Council Ward: Ward 6, Rick Favors



Proposed Use: Manufactured Home Park

Size: The subject property contains an area of 34.3260 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Manufactured Home Park

North- Low Density Residential Land Use

South- Oklahoma City

East- Low Density Residential Land Use; Commercial Land Use

West- Low Density Residential Land Use; Office/Retail Land Use

Zoning Districts:

Area of Request- Manufactured Home Park (“R-MH-2”)

North- Single-Family Detached Residential (“R-6”)

South- Oklahoma City Boundary Line

East- Single-Family Detached Residential (“R-6”)

West- Single-Family Detached Residential (“R-6”)

Land Use:

Area of Request- Manufactured Homes

North- Single-Family Homes

South- Light Commercial

East- One Single-Family Home

West- Church and Offices

Municipal Code Citation:

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.

History:

1. April 27, 2021 Council approved the redistricting of the property to R-MH-2, Manufactured Home Park (PC-2063).
2. January 25, 2022 Council approved the Preliminary Plat of Parkway Expansion (PC-2102).
3. Planning Commission unanimously recommended approval of this item December 5, 2023.

Next Steps:

If Council approves this final plat, the appropriate permits can be pulled.

Please note, Section 23-93 of Midwest City Municipal code states “Wrecked, damaged or dilapidated manufactured homes and travel trailers shall not be kept or stored in a manufactured home park or travel trailer park.” The manufactured homes must be in “move-in ready” condition to bring them into the City.

Staff Comments-

There are numerous requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development such as extending public sewer and water and making street improvements, for examples. This is a final plat application and the references are provided to make the applicant and subsequent developers of this property aware of the applicability of various codes as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: This application is for a final plat of the Parkway Expansion subdivision located at 10301 S.E. 29th Street.

Public Improvements

The requirements of the public improvements can be found in the subdivision regulations under:

Sec. 38-30.1. Completion prior to final plat approval and recordation.

(a) Construction required prior to final plat approval and recordation. Completion of all required public improvements, in accordance with the approved preliminary plat and the approved construction plans, shall occur prior to final plat approval and recordation.

(b) Final plat shall not be accepted. A final plat shall not be accepted for filing, nor shall it be considered for approval, prior to completion of all required public improvements.

Upon application of final plat, this office reviewed all the public improvements for compliance with the subdivision regulations.

Water

Water line improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Sanitary Sewer

Sanitary Sewer improvements were permitted through this office. The onsite system is a private system that did not go through Oklahoma Department of Environmental Quality (ODEQ) review and will be maintained by the property owner, not the City. Construction of the improvements were inspected by the Construction Inspector and completed.

Stormwater

Stormwater improvements were permitted through this office. Grade work along the northern part of the subject property is required as part of this application, but at the time of this summary it has not been completed. Construction of the other improvements were inspected by the Construction Inspector and completed.

Street

The new roadway is a private road that will be maintained by the property owner, not the City. The improvements were inspected by the Construction Inspector and completed.

Sidewalk

The sidewalk has been approved but the developer is still in the process installing it. Construction of the sidewalk is being scheduled but at the time of this summary it has not been completed.

Easements

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. The subject property is part of the Trail Master plan and a trail easement is being dedicated along the north part of the plat as required. These dedications are reflected on the final plat.

Signage

Public signage is not required as part of this application as the new streets inside the development are private. The developer will be responsible for installing private street signage in the development.

Record Drawings, Lien Release, and Bonding

Record drawings have been submitted to the city and filed accordingly. Bonds were provided for all the public infrastructure and a lien release has been received.

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ENGINEERING PHOTOS - PC-2158:



North from the southwest corner.



East from the southwest corner.



Detention outflow



Detention Inflow



Northwest from the southeast corner



North from the southeast corner



West from the southeast corner



New southern area



Fire Marshal's Comments:

PC-02158 is submitting a final plat request for The Parkway Expansion located at 10301 SE 29th. The applicant seeks to plat the property as 1 lot to expand the manufactured home community.

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

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 October 16, 2023 for a pre-development meeting.

Based on its conformity with the Zoning Regulations, Subdivision Regulations, and the approved Preliminary Plat, Staff recommends approval of this item conditioned upon:

1. The construction of a sidewalk along SE 29th Street in accordance with City requirements.

2. Completion of the grade work along the northern part of the subject property to the satisfaction of the City Engineer.

Action is at the discretion of the Council.

Action Required:

Approve or reject the final plat of the Parkway Expansion for the property noted herein, subject to staff comments as found in the January 9, 2024 agenda packet and made part of the PC-2158 file.

Suggested Motions:

“To approve the final plat of the Parkway Expansion for the property noted herein, subject to staff comments found in the January 9, 2024 Council agenda packet and made a part of the PC-2158 file conditioned upon the installation of sidewalk and completion of drainage grading prior to acceptance of final plat.”

Please feel free to contact Emily Richey, the Current Planning Manager, at (405) 739-1223 with any questions.



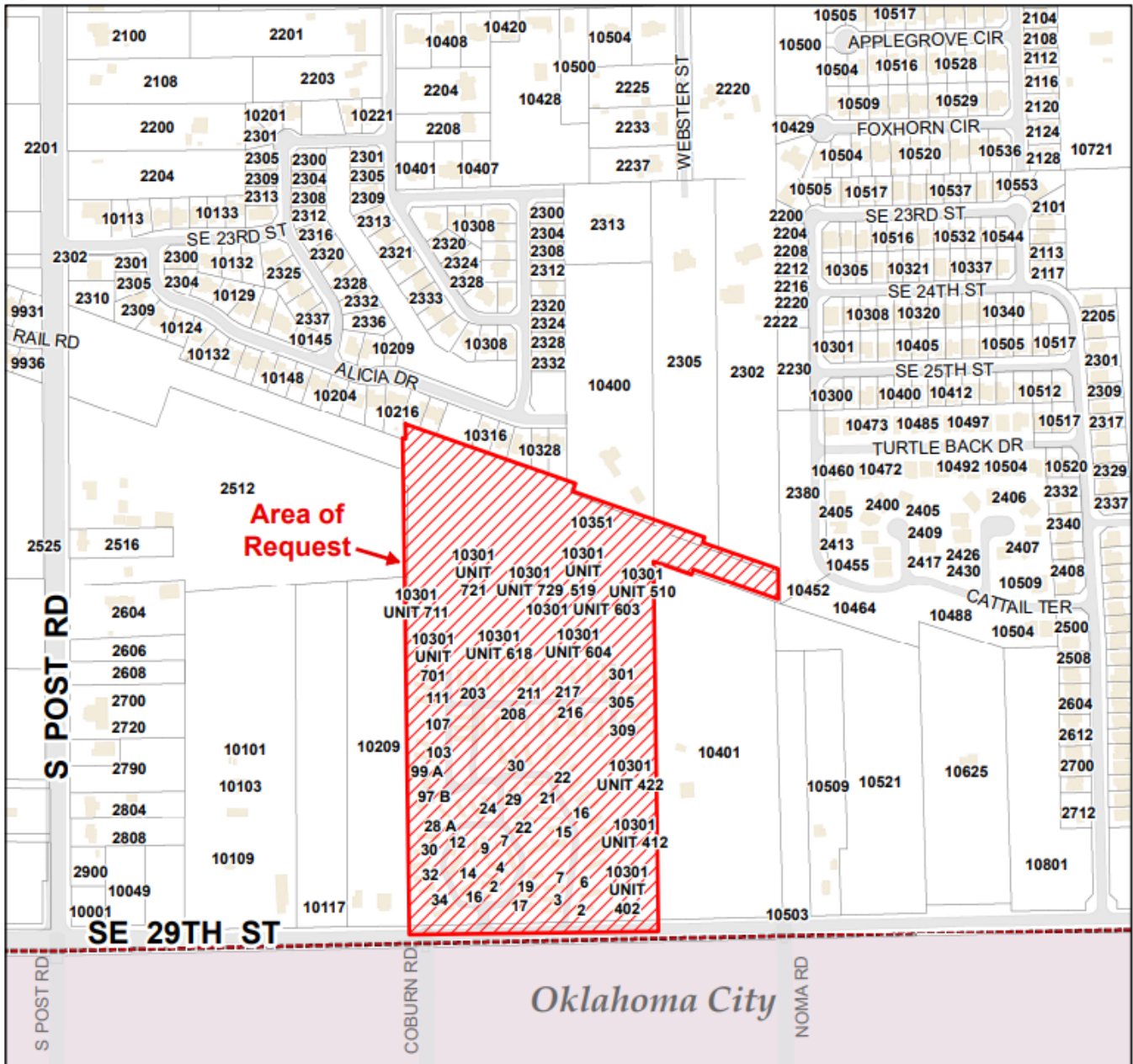
Matt Summers, AICP

Director of Planning & Zoning

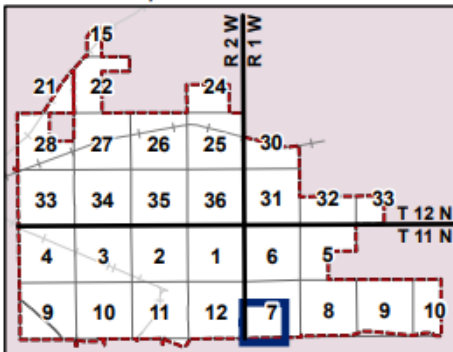
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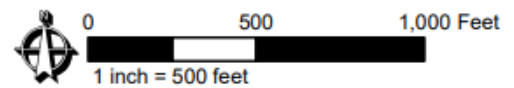
Locator Map



General Map Legend

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

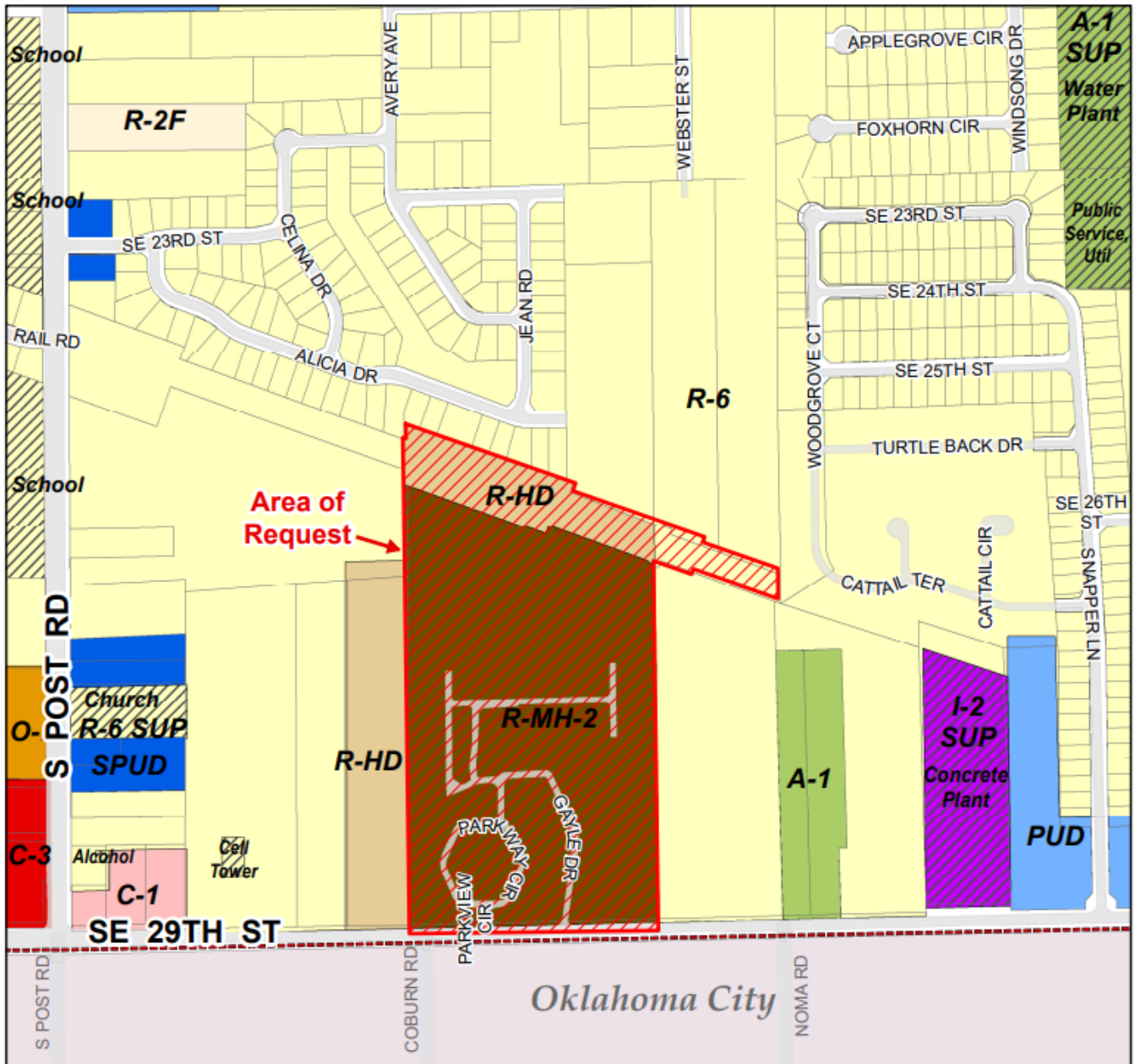
**GENERAL MAP FOR
PC-2158
(SW/4, Sec 7, T11N, R1W)**



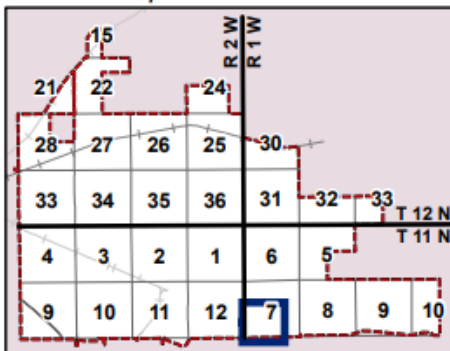
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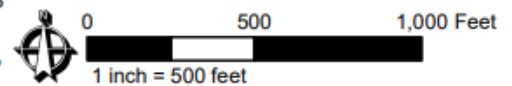
Locator Map



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-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

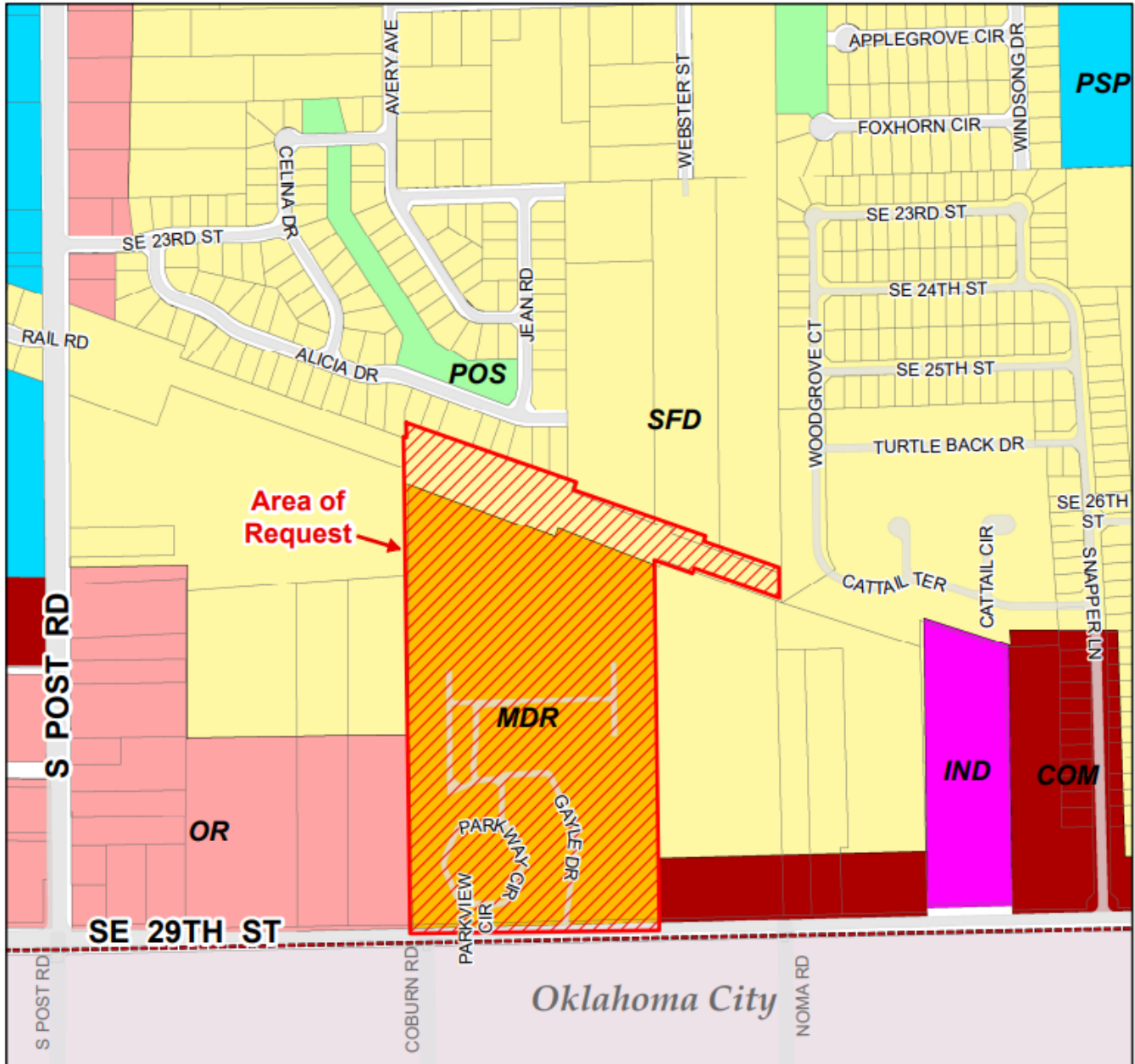
**ZONING MAP FOR
 PC-2158
 (SW/4, Sec 7, T11N, R1W)**



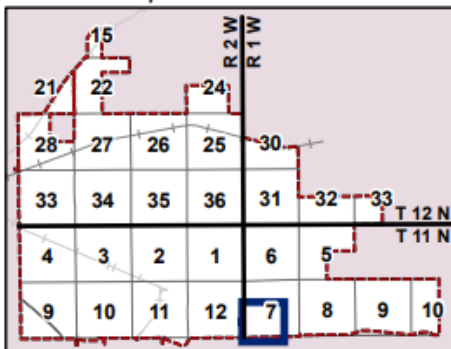
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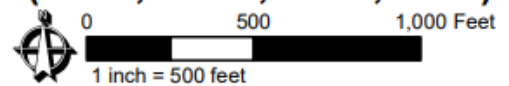
Locator Map



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

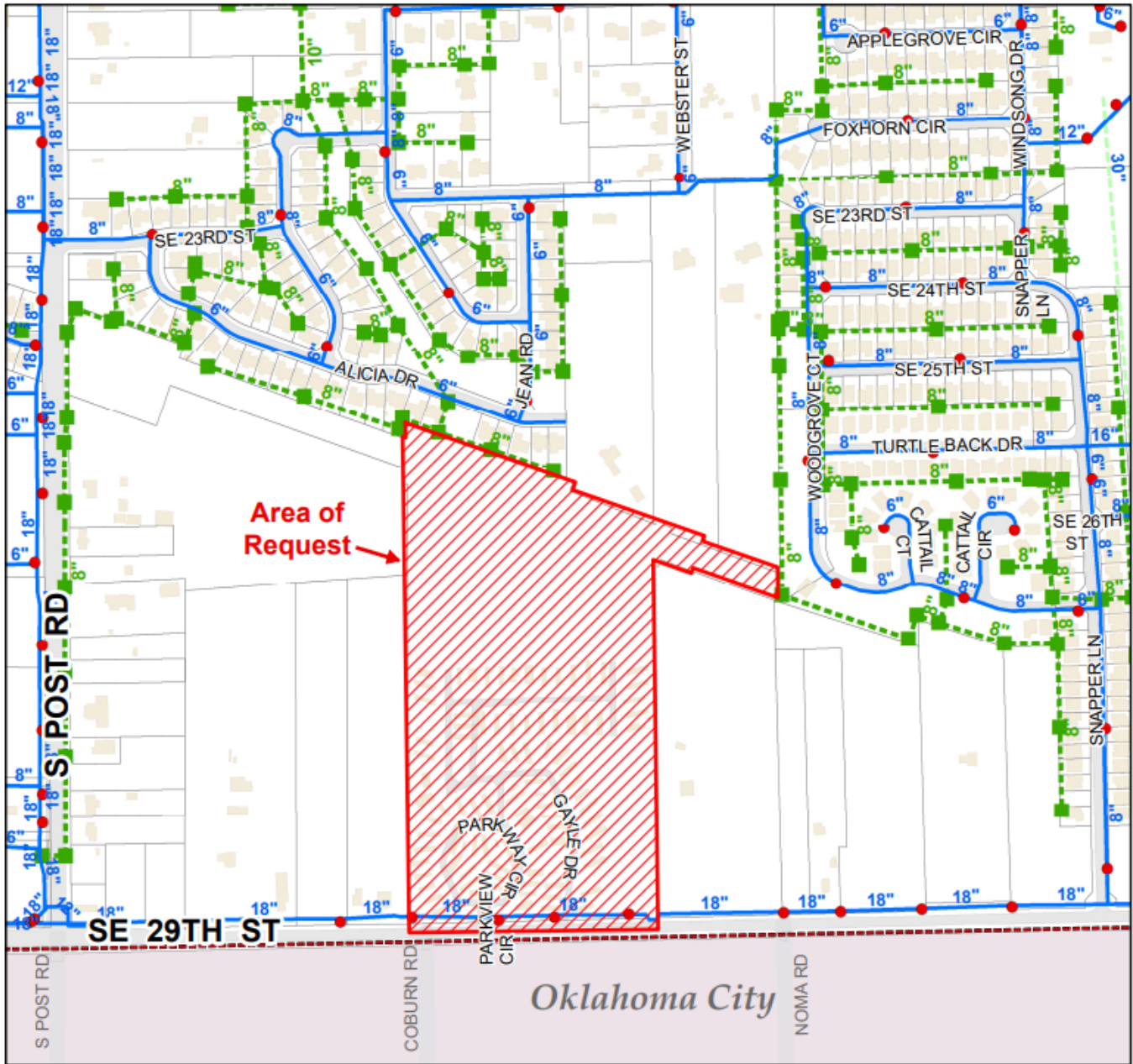
**FUTURE LAND USE
 MAP FOR
 PC-2158
 (SW/4, Sec 7, T11N, R1W)**



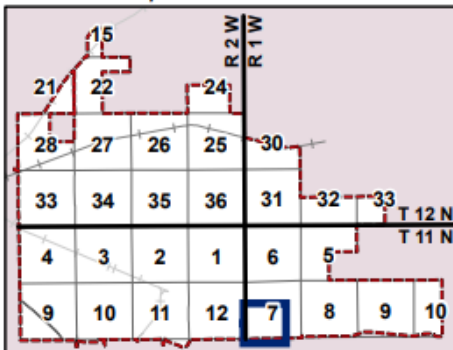
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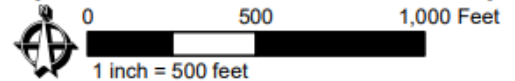
Locator Map



Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

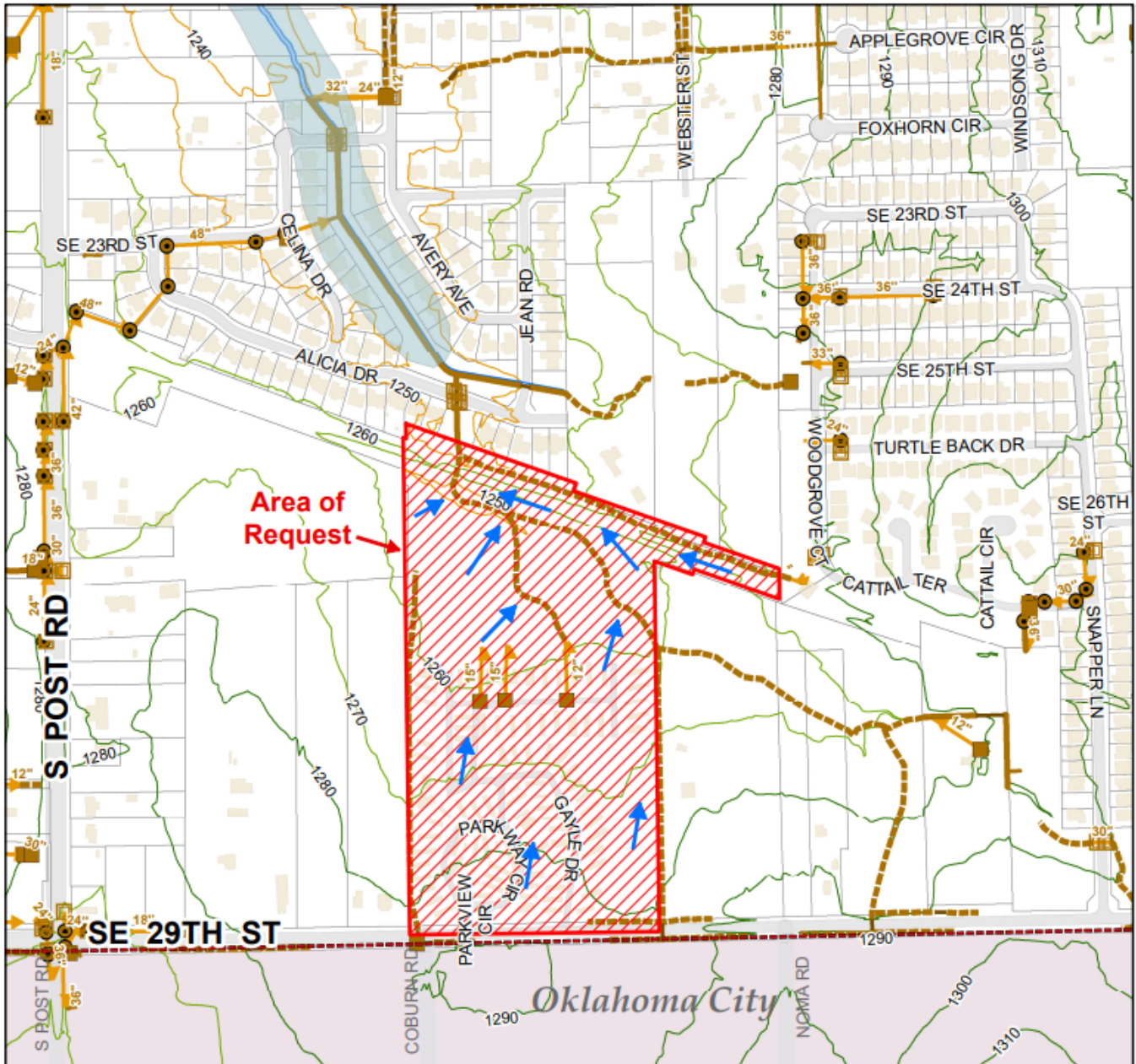
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2158
(SW/4, Sec 7, T11N, R1W)**



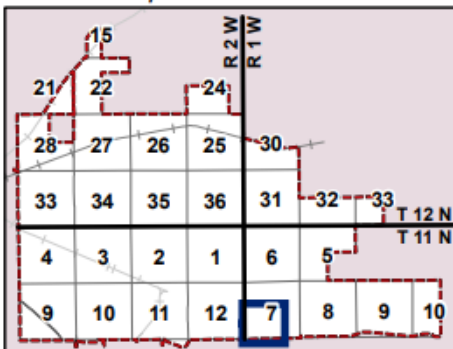
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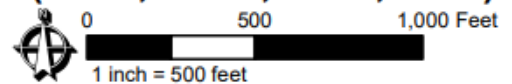
Locator Map



- 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**
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-2158 (SW/4, Sec 7, T11N, R1W)



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To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: January 9, 2024

Subject: (PC-2156) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Automotive Sales and Rentals: Light in the (C-3) Community Commercial District for the property described as Lot Two (2) and the North Ninety-Five (95) feet of the West Fifteen (15) feet of Lot Three (3), McCorkle Park Addition to Oklahoma County, Oklahoma located at 2224 S. Air Depot Blvd., Midwest City.

Executive Summary: The applicant, Paul Crossfield is requesting a Special Use Permit for the subject property to allow for the uses allowable in 4.4.12. *Automotive Sales and Rentals: Light*.

The subject property currently has a Special Use Permit for the allowance of *Automotive Sales and Rentals: Light*, that expires December 28, 2023. The applicant is requesting a new Special Use Permit to extend the existing use another 12 months.

June 28, 2022, when the existing Special Use Permit was approved, the applicant requested 13 months to conclude the sales portion of the business (the amount of time needed for all his customers pay off). Council granted the Special Use Permit for 18 months.



At the June 28, 2022 Council meeting, the applicant stated all vehicles for sale would be stored in the rear of property, and his five (5) parking spaces in the front of the business would be for customer parking. Mr. Crossfield said he has approximately 300 financing customer, with 90% of them paying with debit card, so in-office customers are minimal. There have been cars with signs for sale in the front spaces that are intended for customer parking. It was also stated that there were a total of ten (10) cars remaining- seven (7) repossessions in the back and three (3) in front. There are still several cars parked in the front, side, and rear of the property.

Concerns voiced by members of the Council and Mayor Dukes included:

- The property being part of a revitalization plan of the Original Mile and the 2016 Sense of Place for the Original Mile. This plan includes the addition and promotion of walkability areas.
- A newly approved PUD for a pub-house restaurant south 100 feet.
- Narrow frontage, which is a safety concern for the Adair bicycle lane.
- Fire truck being able to park in back of building.
- City working to improve the appearance of Air Depot; it being the “entrance” to Tinker Air Force Base.

Staff does not feel any of the above concerns can be alleviated by granting applicant another 12 months.

Both state and local public notice requirements were fulfilled and staff received one opposition to the proposal at the time of this report. The opposition was from an adjacent tenant who voiced parking and access issues resulting from the on-site automobile sales portion of the subject location.

If approved by Council, the Special Use Permit would expire January 9, 2025 (or a different day set by Council), and staff would recommend adding a condition that the Special Use Permit becomes null and void upon the sale or transfer of ownership of the subject property.

Staff recommends denial of this application due to its incompatibility regarding parking, access, limited outdoor storage regulations, and the guidance the Comprehensive Plan provides for mid-block areas.

Applicant was present and addressed the Commission.

Planning Commission unanimously recommended denial of this item. Action is at the discretion of the Council.

Dates of Hearings:

Planning Commission- December 5, 2023

City Council- January 9, 2024

Date of Pre-Development Meeting:

October 19, 2023

Council Ward: Ward 1, Susan Eads

Proposed Use: AutoHaus Sports Cars, Inc.

Size: The subject property has a frontage of 95 feet along South Air Depot Blvd., and a depth of 145 feet, and contains an area of 13,775 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Commercial Land Use

North- Office/Retail Land Use

South- Commercial Land Use

East- Commercial Land Use

West- Office/Retail Land Use

Zoning Districts:

Area of Request- Community Commercial District (“C-3”)

North- Single-Family Detached Residential District (“R-6”)

South- Community Commercial District (“C-3”)

East- High Density Residential District (“R-HD”)

West- Community Commercial District (“C-3”)

Land Use:

Area of Request- Midwest Pit Stop

North- Single-Family Detached Residential Home

South- Multi Tenant (5 Star Kush, True Tech Electric, Reality Tattoo, Air Depot Radiator, Mr. Clean’s Auto Detail Shop)

East- Ron’s Rebuild Shop
West- Adair Boulevard

Comprehensive Plan Citation:

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 located along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the fact that commercial uses often have a greater need for outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.”¹

The future land use designation for the subject lot is Commercial. The Future Land Use Map is one aspect of planning guidance within the Comprehensive Plan. The Future Land Use chapter also states about mid-block areas along arterials, “Uses in mid-block areas between arterial roadways should be limited to residential, light retail, or office uses.”² Staff must assume the site was given a Future Land Use designation of Commercial based upon current uses of the site at the time the plan was written (2008), while the broader statement regarding mid-block areas reflects a best practice in land use planning. Since the last Comprehensive Plan update, the City has undertaken a study of the Original Mile (2011) and the McCorkle Addition (“Carburetor Alley” 2022). Results from the more recent McCorkle Addition study show this area to be redeveloped into a more retail oriented development with improved pedestrian connectivity internally and to the surrounding area. This plan reflects the sentiment of the 2008 Comprehensive Plan’s recommendation to have the mid-block areas focused more on retail and office space than on more intensive commercial uses.

Use of the subject property for automobile sales and rental does not fit with the character of the retail and residential uses planned for this area. Additionally, the Comprehensive Plan calls for mid-block sites to have retail, office, or residential uses. Automobile sales and rental uses do not fall into this category, so staff concludes the Comprehensive Plan and other long-range plans for this area do not support this Special Use Permit application.

Municipal Code Citation:

7.6. – Special Use Permit

7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) *Consideration for compatibility.* With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

(B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission’s recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

¹ (Midwest City, Sefko Planning Group, & Freese and Nichols, Inc., 2008)

² (Midwest City, Sefko Planning Group, & Freese and Nichols, Inc., 2008)

(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 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:

- (1) the duration of the permit,
- (2) the location, design, operation, and screening to assure safety,
- (3) to prevent a nuisance, and
- (4) 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.

The following use is permitted in Community Commercial District with a Special Use Permit:

4.4.12. *Automotive Sales and Rentals: Light.* Sale or rental from the premises of automobiles and light panel trucks, boats, trailers, or delivery vehicles, together or independently together, with incidental maintenance, including paint and body repair facilities which are a part of the agency.

History:

1. This property was designated as C-3, Community Commercial District with the adoption of the 2010 Zoning Map.
2. A Certificate of Occupancy for the finance office was issued December 20, 2021.
3. A request for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light was approved by City Council June 28, 2022 (PC-2114).
4. Planning Commission recommended denial of this item December 5, 2023.

Staff Comments-

There are numerous requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development such as extending public sewer and water and making street improvements, for examples. This is a Special Use Permit application and the references are provided to make the applicant and subsequent developers of this property aware of the applicability of various codes as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the subject parcel, a twelve (12) inch line running along the east side of Air Depot Boulevard. 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 subject parcel, an eight (8) inch line running along the north side 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 South Air Depot Boulevard using an existing drive. South Air Depot Boulevard is classified as a secondary arterial 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:

- No additional comments with this case.

Public Works' Comments:

Line Maintenance

- No additional comments with this case.

Sanitation

- No additional comments with this case.

Stormwater

- No additional comments with this case.

Planning Division:

On September 13, 2023, staff sent the Applicant a letter reminding them the Special Use Permit from 2022 would expire in late December 2023. Staff met with the applicant October 19, 2023 for a pre-application meeting.

The subject property had a Special Use Permit for the allowance of *Automotive Sales and Rentals: Light* that expired December 28, 2023. The applicant is requesting a new Special Use Permit for a period of 12 months.

June 28, 2022, when the existing Special Use Permit was approved, the applicant requested 13 months to conclude the sales portion of the business (the amount of time all his customers would be paid off). Council granted the Special Use Permit for 18 months.

At the June 28, 2022 Council meeting, applicant stated all vehicles for sale would be stored in the rear of property, and his five (5) parking spaces in the front of the business would be for customer parking. Mr. Crossfield said he has approximately 300 financing customer, with 90% of them paying with debit card, so in-office customers are minimal. There have been cars with signs for sale in the spaces that are intended for customer parking. It was also stated that there were a total of ten (10) cars remaining- seven (7) repossessions in the back and three (3) in front. There are still several cars parked in the front, side, and rear of the property.

Concerns voiced by members of the Council and Mayor Dukes included:

- The property being part of a revitalization plan of the Original Mile and the 2016 Sense of Place for the Original Mile. This plan includes the addition and promotion of walkability areas.
- A newly approved PUD for a pub-house restaurant south 100 feet.
- Narrow frontage, which is a safety concern for the Adair bicycle lane.
- Fire truck being able to park in back of building.
- City working to improve the appearance of Air Depot; it being the "entrance" to Tinker Air Force Base.

Staff does not feel any of the above concerns can be alleviated by granting applicant another 12 months.

Limited outdoor storage is permitted in the C-3, Community Commercial District with the following Development Regulations:

2.20.3. *Development Regulations.* Property and buildings shall conform to the related standards listed within Table 3.3-1: Mixed Use and Nonresidential Area Regulations and Standards Chart and Section 5 Supplemental Regulations.

- (C) Limited outdoor storage. Limited outdoor storage shall be permitted under the following conditions:
- (1) Area must abut on the side or rear of a building being used by the person or firm desiring use of the outdoor storage area unless a fire lane must be maintained next to the building; if so, outdoor storage should be directly adjacent to the fire lane.
 - (2) Area cannot exceed ten (10) percent of the gross floor area of the space occupied by the person or firm immediately adjacent thereto.
 - (3) Storage must be on an improved surface and shall not be in the designated parking lot area for the business or location.
 - (4) Area must be screened by a sight-proof fence conforming to 5.2.2. (B) Sight-proof fence (Page 81) of this Ordinance, except that the fence shall be eight (8) feet in height. Screening requirements shall not apply to vehicles or trailers maintaining a current certificate of registration and safety inspection certificate. Such current registration and certificate of safety inspection shall be shown on the vehicle or trailer.
 - (5) Storage must be incidental to the abutting business.
 - (6) All other requirements of the ordinances of Midwest City shall apply.

If approved by Council, the Special Use Permit would expire January 9, 2025 (or a different day set by Council), and staff would recommend adding a condition that the Special Use Permit becomes null and void upon the sale or transfer of ownership of the subject property.

Staff recommends denial of this application due to its incompatibility regarding parking, access, limited outdoor storage regulations, and the guidance the Comprehensive Plan provides for mid-block areas.

Planning Commission was held December 5, 2023 and the Commission voted unanimous denial of this item.

Action is at the discretion of the Council.

Action Required:

Approve or reject a Special Use Permit (SUP) to allow the use Automotive Sales and Rentals: Light in the (C-3) Community Commercial District for the property noted herein, subject to staff comments as found in the January 9, 2024 agenda packet and made part of PC-2156 file.

Suggested Motion:

“To deny the Special Use Permit for 422 N. Air Depot Boulevard to allow the use Automotive Sales and Rentals: Light in the C-3, Community Commercial District subject to Staff Comments found in the January 9, 2024 Council agenda packet and made part of the PC-2156 file.”

Please feel free to contact Emily Richey, the Current Planning Manager, at (405) 739-1223 with any questions.

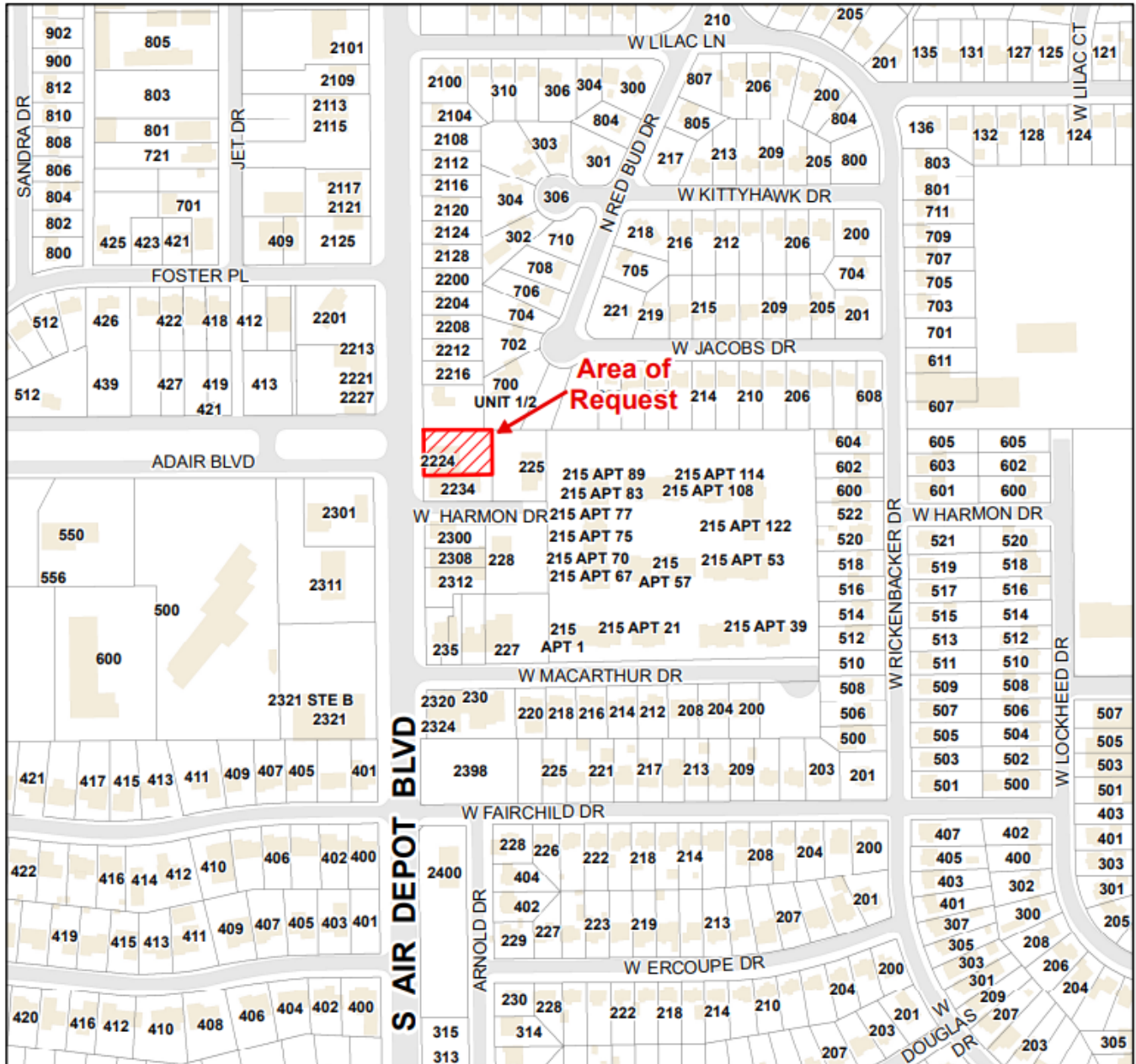


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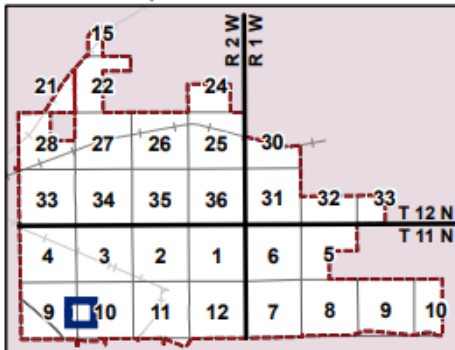
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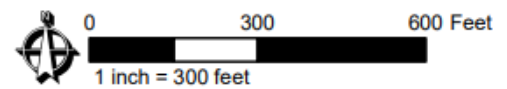
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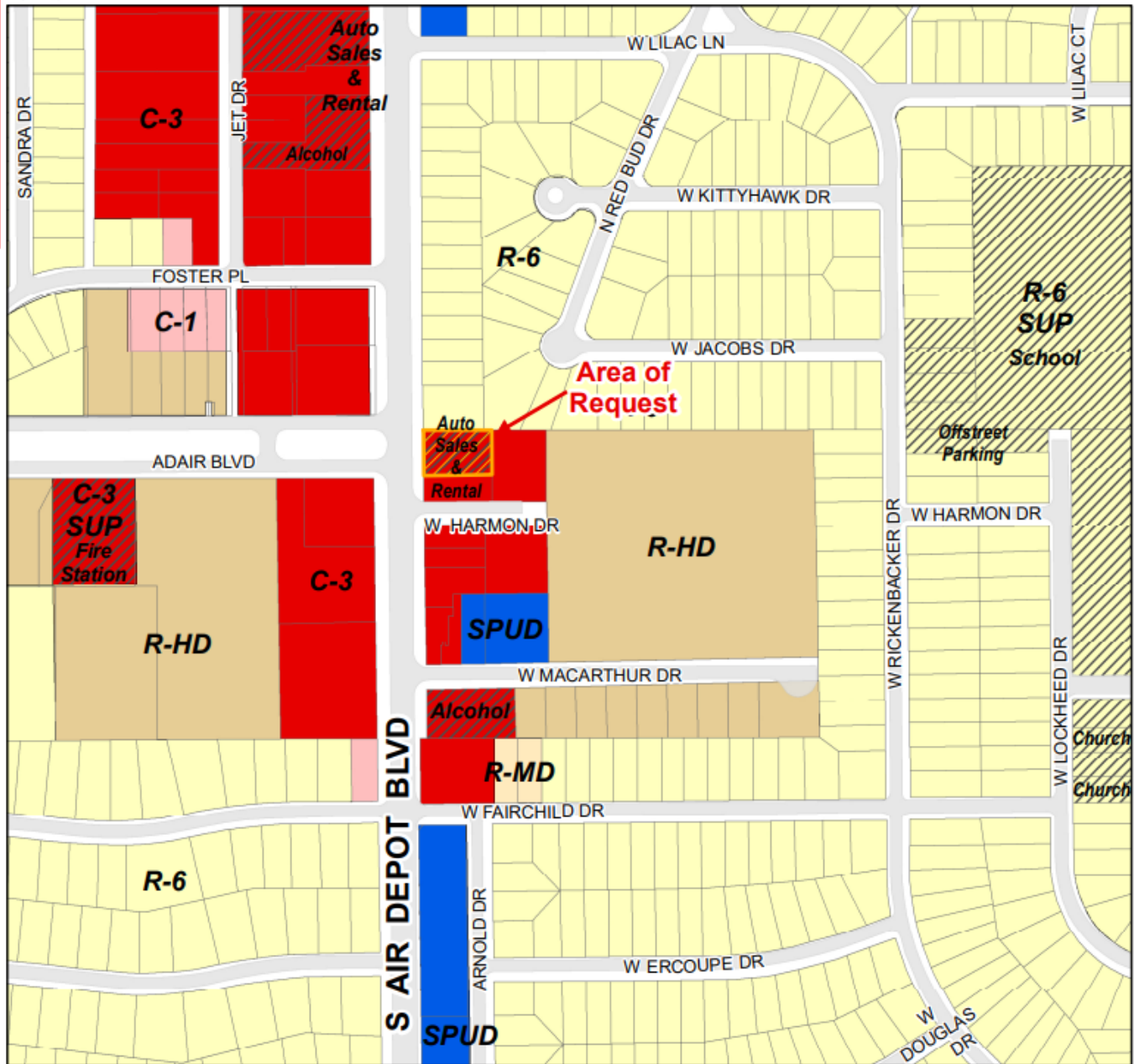
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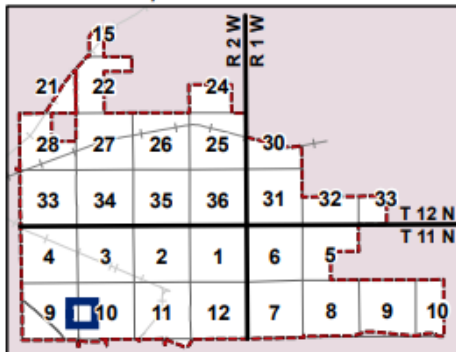
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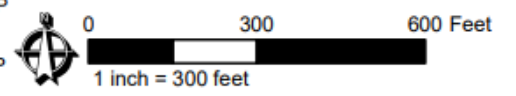
Locator Map



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

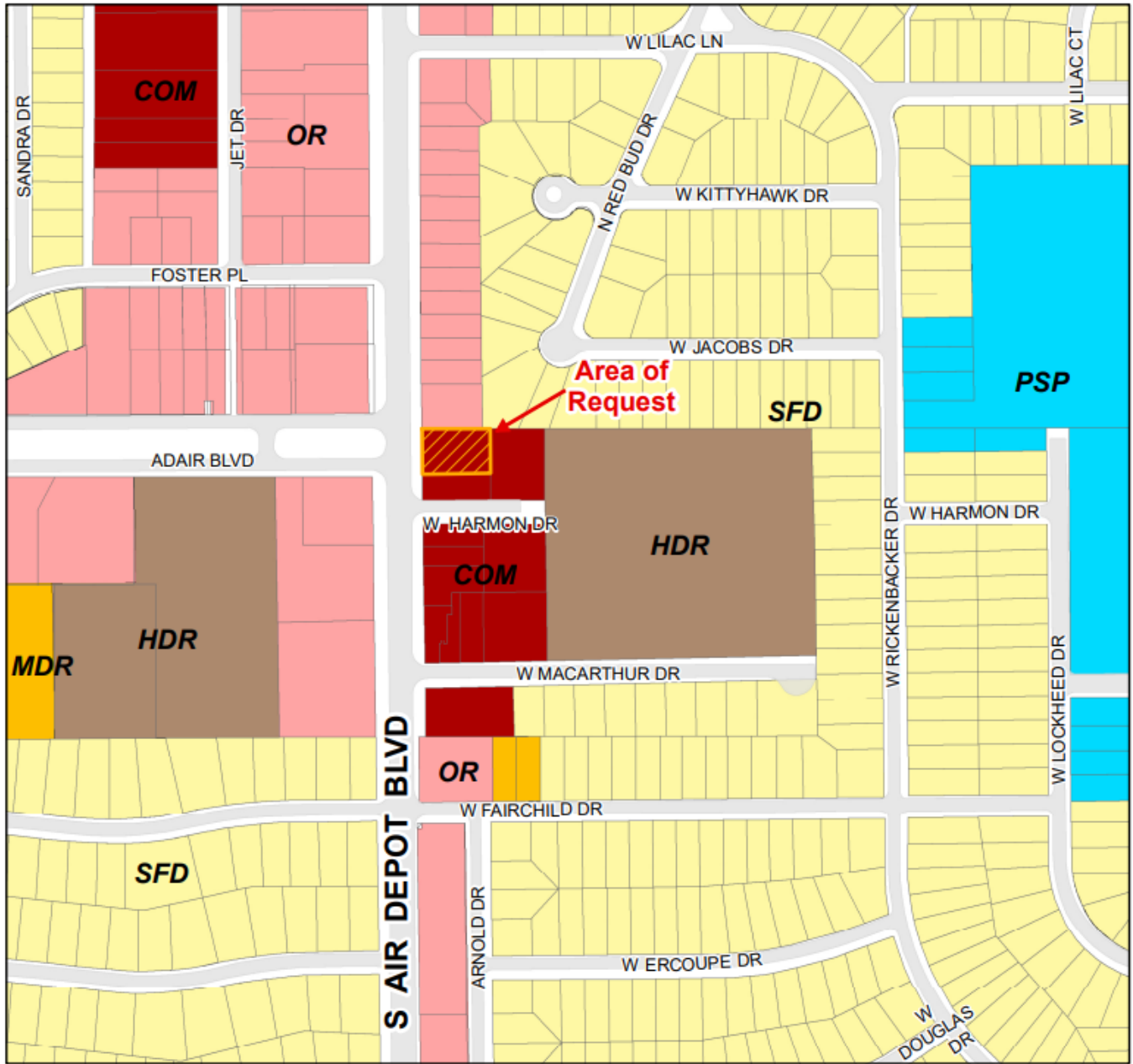
ZONING MAP FOR PC-2156 (SW/4, Sec 10, T11N, R2W)



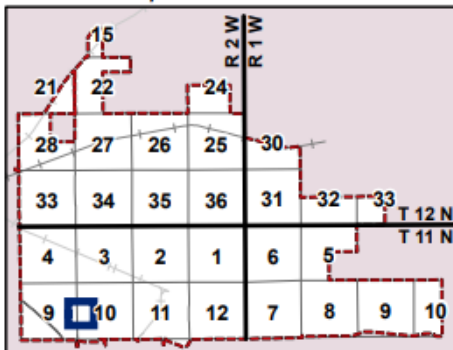
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Community Development / Information Technology - GIS



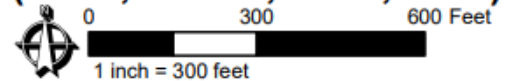
Locator Map



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

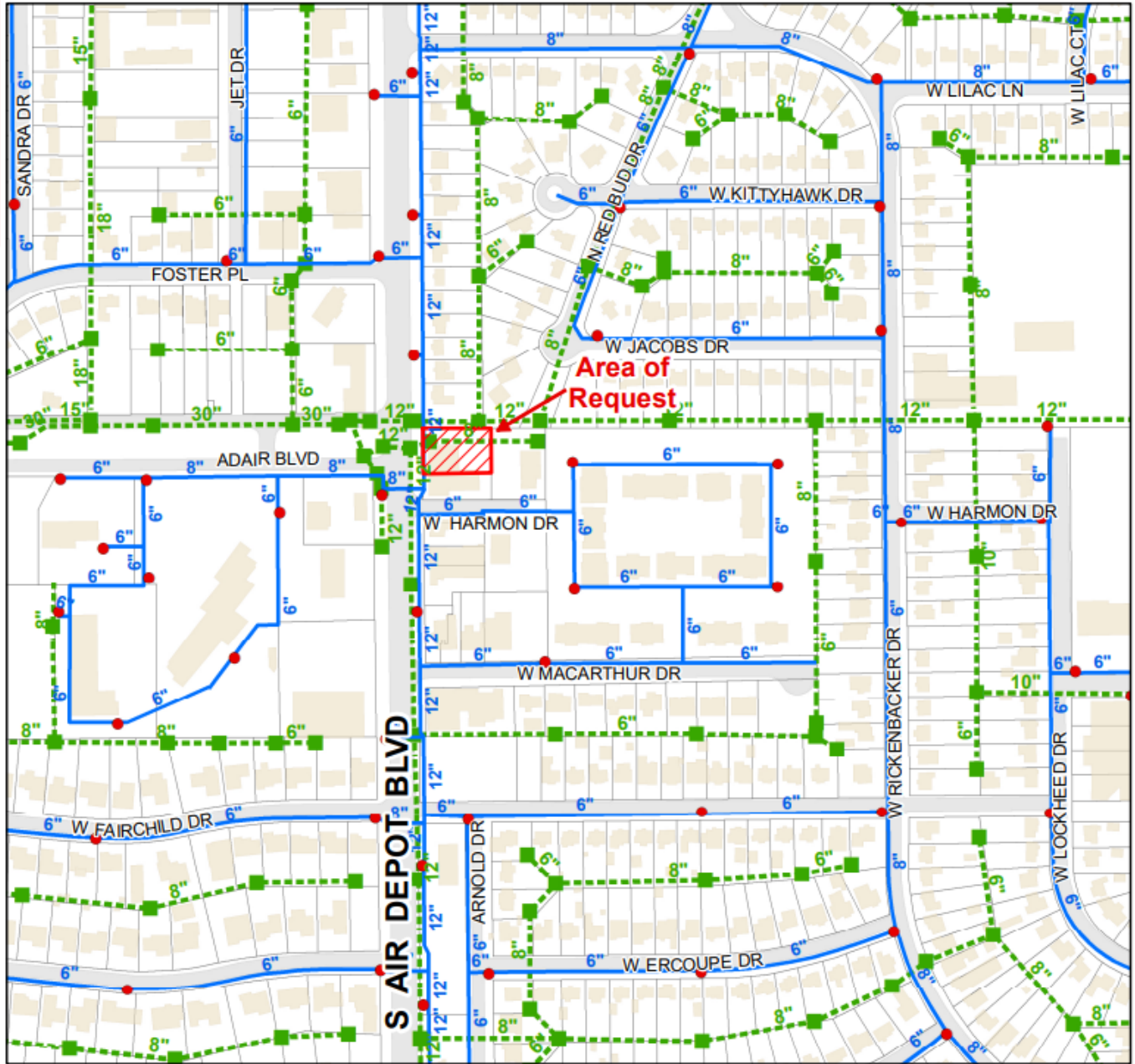
**FUTURE LAND USE
 MAP FOR
 PC-2156
 (SW/4, Sec 10, T11N, R2W)**



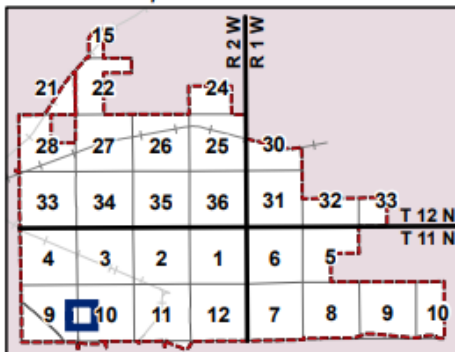
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Community Development / Information Technology - GIS



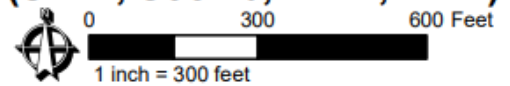
Locator Map



Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - OKC Cross Country
 - Sooner Utilities
 - Thunderbird
 - Unknown
- Sewer Manholes
- Sewer Lines

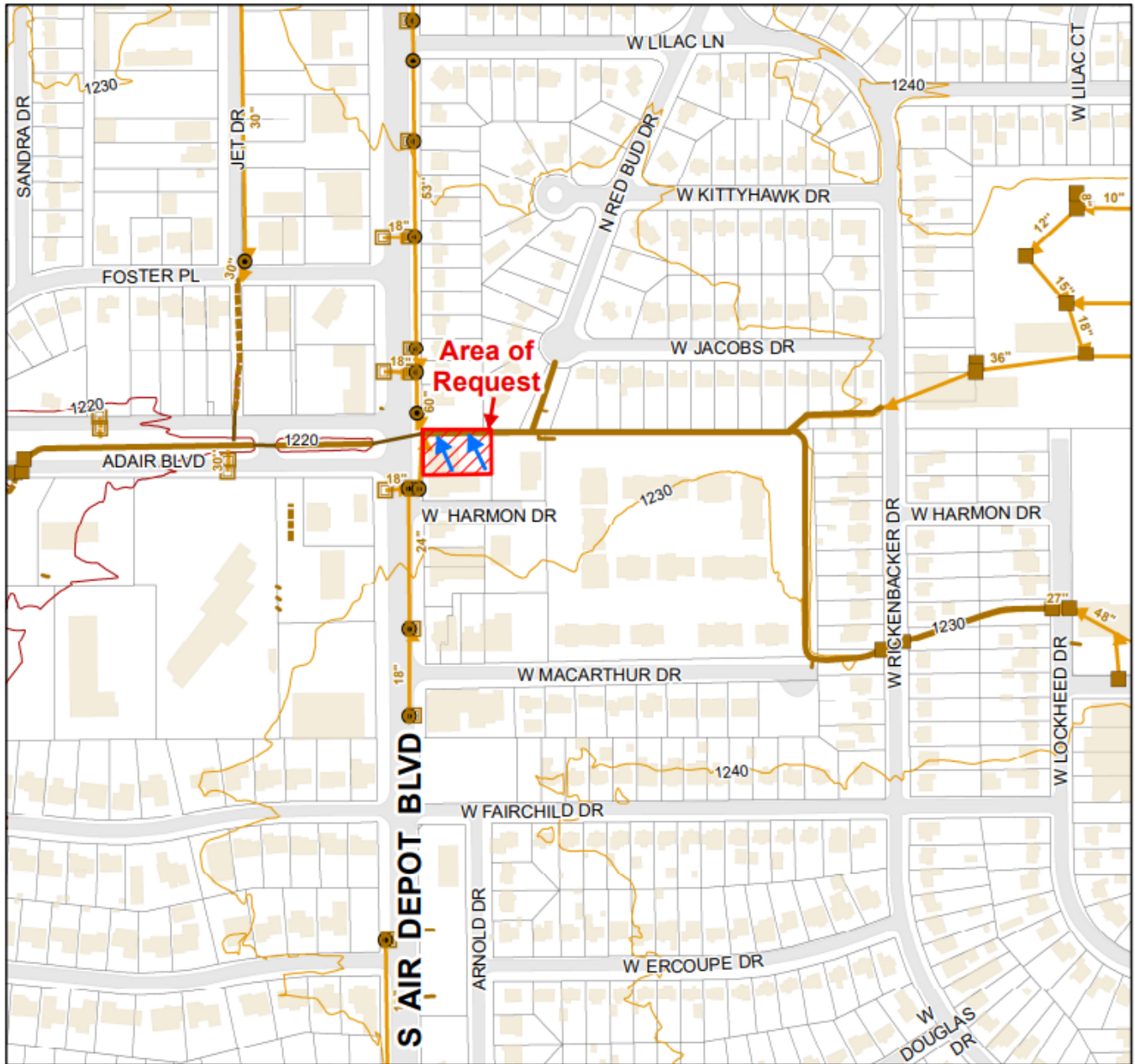
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2156
(SW/4, Sec 10, T11N, R2W)**



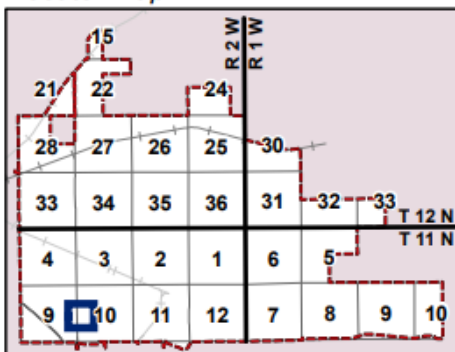
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Community Development / Information Technology - GIS



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-2156
(SW/4, Sec 10, T11N, R2W)

1 inch = 300 feet

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Google Earth Image of 2224 S. Air Depot Boulevard



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 Midwest City Council

From: Donald D. Maisch, City Attorney

Date: January 9, 2024

RE: Discussion, consideration, and possible action concerning various requests for hearings by Riverside Mobile Home Park.

Riverside Mobile Home Park has requested various appeals concerning several manufactured homes that have been placed within the Mobile Home Park. Midwest City Ordinance at Section 23-93 stated at the time this matter commenced:

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 health 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.

A hearing may be requested before the City Council based on any such finding, pursuant to Section 23-8, which states:

Any person affected by any notice issued under this chapter or resulting regulations may request, and shall be granted, a hearing on the matter before the city council.

In May of 2023, Ms. Newcomb on behalf of the Riverside Mobile Home Park, Inc. contacted the City of Midwest City concerning a permit. The permit request was for the issuance of a permit so that several (current number is ten) manufactured homes to be delivered to the mobile home park to be refurbished. The manufactured homes are in various states of disrepair, according to a communication received from Nathan Perez, Director of Customer Care and Acquisitions for Hitched Wholesale, LLC, dated May 25, 2023. An inspection by the City occurred on July 24, 2023 and determined that the following manufactured homes were in a damaged, wrecked or dilapidated state: 6717 Klipspringer; 6716 Zebra; 6652 Zebra; 6636 Zebra; 6716 Oryx; 6724 Oryx; and 6721 Oryx.

The City of Midwest of City issued to Riverside Mobile Home Park a Notice of Violation (NOV) concerning these issues on August 15, 2023. The NOV required removal of the manufactured homes and the manufactured homes repaired with federal standards. The NOV stated that Riverside Mobile Home Park had the right to request a hearing before the City Council.



City Attorney, Donald D. Maisch

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

The City received hearing requests concerning the manufactured homes on September 7 and 8, 2023. Additionally, at the time of the request for hearings, settlement negotiations were ongoing.

When settlement negotiations were deemed unsuccessful, an e-mail was sent on November 7, 2023 stating whether Riverside Mobile Home Park wanted the hearing set on the December, 2023 or January, 2024 City Council Meeting.

The City did not receive any response to the November 7, 2023 e-mail until December 21, 2023. Based on the e-mail, the hearing was set for the January 9, 2024 City Council Meeting.

Respectfully submitted,

Donald D. Maisch
City Attorney

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/8/2023

To: Sara Hancock, City Clerk, City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice
Justin Morales

In re: hearing request for barring inspections per hearing code 23-08 and 23-11

Gary Perkins, a licensed plumbing contractor for Good Old Days Plumbing called to check on the permits he had requested he was told that there would be no more inspections or permits issued for addresses within the Riverside Community.

6717 Klipspringer is in need of permit/inspection for doing a water line from the meter at the street (as well as buying the new meter for the property since it has been removed) and dropping the sewer line from the home into the city lines under the home.

Denial of the permit for digging a line to install the water from the city meter area and the dropping the sewer line into place under the home is substantially interfering with the ability of Riverside Community to move forward toward an affordable, safe, clean housing option for people. These lines would be going into the Midwest City water and sewer lines- where the service would be set up through the city of Midwest City.

We are hereby requesting a hearing before the city council as stated in the above codes.

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/8/2023

To: Sara Hancock, City Clerk, City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice
Justin Morales

In re: hearing request for barring inspections per hearing code 23-08 and 23-11

Gary Perkins, a licensed plumbing contractor for Good Old Days Plumbing Called in and paid for a water line and sewer drain permit for work for address 6617 Eland St, Midwest City. Later when he called to check on the permit he was told that there would be no more inspections or permits issued for addresses within the Riverside Community. This home was previously determined by the inspection of the city of Midwest City to be habitable.

Denial of the permit for digging a line to install the water from the city meter area and the dropping the sewer line into place under the home is substantially interfering with the ability of Riverside Community to move forward toward an affordable, safe, clean housing option for people. These lines would be going into the Midwest City water and sewer lines- where the service would be set up through the city of Midwest City.

We are hereby requesting a hearing before the city council as stated in the above codes.

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/8/2023

To: Sara Hancock, City Clerk, City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice
Justin Morales

In re: hearing request for barring inspections per hearing code 23-08 and 23-11

Gary Perkins, a licensed plumbing contractor for Good Old Days Plumbing Called in and paid for a water line and sewer drain permit for work for address 6608 Zebra, Midwest City. Later when he called to check on the permit he was told that there would be no more inspections or permits issued for addresses within the Riverside Community. This home was previously determined by the inspection of the city of Midwest City to be habitable.

Denial of the permit for digging a line that the mobile home park maintains to install the water from the city meter area and the dropping the sewer line into place under the home is substantially interfering with the ability of Riverside Community to move forward toward an affordable, safe, clean housing option for people We are hereby requesting a hearing before the city council as stated in the above codes.

These main sewer and water lines are paid for and maintained by Riverside Community.

We are hereby requesting a hearing as per codes 23-08 and 23-11.

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/8/2023

To: Sara Hancock, City Clerk, City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice
Justin Morales

In Re: hearing request as per hearing code 23-08 and 23-11

The following addresses will need gas lines installed and gas line pressure tests. However our Plumbing contractor Gary Perkins, Good Old Days Plumbing has been notified by the Permit desk that no permits or inspections are being granted to Riverside Community.

6652 Zebra,
6608 Zebra
6724 Oryx
6636 Zebra
6716 Zebra
6716 Oryx

With the exception of one address- 6608 Zebra- all of these addresses have never had any service lines to the address at all. Denial of the permit/inspection for digging a line to install gas line for Oklahoma Natural Gas to be able to secure services to the addresses is substantially interfering with the ability of Riverside Community to move forward toward an affordable, safe, clean housing option for taxpaying home owners.

Therefore we are hereby requesting a hears as per the above named codes.

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/8/2023

To: Sara Hancock, City Clerk
Donald Maisch, City Attorney
CC: Richard Rice; Justin Morales

In Re: denied issuances of inspections
City Council Hearing request

We, according to the guidelines presented by the city of Midwest City and adhered to in the past, presented the paperwork for the flood plain elevation levels inspection permit for the homes below and have been denied the inspections due to the permit department refusing to issue any permits or inspections.

These homes were set at 1168 feet, a foot above flood plain level according to the Midwest City Standards and the information received by surveyors. SURVEY MAPS ARE TOO LARGE TO INCLUDE IN HEARING REQUEST FORM. (can be supplied upon request)

Permit #	address
23-1318	6652 Zebra
23-1317	6608 Zebra
23-1312	6617 Eland St
23-1308	6717 Klipspringer
23-1316	6724 Oryx
23-1314	6636 Zebra
23-1313	6721 Oryx
23-1315	6716 Zebra
23-1311	6716 Oryx
23-1310	6656 Oryx

According to the hearing request code 23-11 and 23-8 we are requesting a hearing with the city council.

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/8/2023

To: Sara Hancock, City Clerk, City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice
Justin Morales

In RE: request for hearing under code 23-08 and 23-11

The following addresses have water and sewer lines that are the property and responsibility of Riverside Community to provide, maintain and appropriate services. The company purchases the lines, the meters, every aspect of these lines and the lines in the area of these lines. Information given to Riverside Community by the permit department and passed to Gary Perkins, plumbing contractor from Good Old Days Plumbing Company was that no further inspections and permits would be granted.

6652 Zebra
6724 Oryx
6636 Zebra
6721 Oryx
6716 Zebra
6716 Oryx
6656 Oryx (this address was released by city inspection to be habitable)

Denial of the permit for digging a line that the mobile home park maintains to install the water from the meter area and hooking it up and the dropping the sewer line into place under the home is substantially interfering with the ability of Riverside Community to move forward toward an affordable, safe, clean housing option for tax paying home owners.

We are hereby requesting a hearing before the city council as stated in the above codes.

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/8/2023

To: Sara Hancock, City Clerk, City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice
Justin Morales

In Re: request for hearing per hearing code 23-08 and 23-11

The following addresses need electrical inspections. Raymond Lynch, Benchmark Electric called the city this morning to determine if permits/ inspections would be issued for any address at Riverside Community and he was told- no permits/inspections would be granted.

We are hereby requesting a hearing per the codes listed above.

6652 Zebra St, Midwest City
6717 Klipspringer, Midwest City
6636 Zebra St, Midwest City
6721 Oryx St, Midwest City
6716 Zebra St, Midwest City

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/8/2023

To: Sara Hancock, City Clerk, City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice
Justin Morales

In re: hearing request for barring inspections per hearing code 23-08 and 23-11

Gary Perkins, a licensed plumbing contractor for Good Old Days Plumbing Called in and paid for a water line and sewer drain permit for work for address 6617 Eland St, Midwest City. Later when he called to check on the permit he was told that there would be no more inspections or permits issued for addresses within the Riverside Community. This home was previously determined by the inspection of the city of Midwest City to be habitable.

Denial of the permit for digging a line to install the water from the city meter area and the dropping the sewer line into place under the home is substantially interfering with the ability of Riverside Community to move forward toward an affordable, safe, clean housing option for people. These lines would be going into the Midwest City water and sewer lines- where the service would be set up through the city of Midwest City.

We are hereby requesting a hearing before the city council as stated in the above codes.

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/7/2023

To: Sara Hancock, City Clerk, City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice, Mediator
Justin Morales, Owner, CEO Riverside Community

In Re: request for hearing in compliance with hearing code 23-8 and 23-11.
Denial of Electric Inspection release to Oklahoma Gas and Electric

On June 6th 6724 Oryx and 6716 Oryx the electric pedestals were inspected and approved however the City permit inspector refused to release the inspections as cleared to OG & E, therefore delaying the establishment of service and repair to the property and hindering the ability to complete the project. The pedestals were installed and completed by electric contractor Raymond Lynch, of Benchmark Electric.

We hereby request a hearing with the City council in accordance with the hearing code 23-8 and 23-11.



Raymond Lynch
Benchmark Electric
12300 S E 137th
OKC, OK 73165

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635

Riverside Community, LLC
6644 Sable St.
Midwest City, OK 73110

9/7/2023

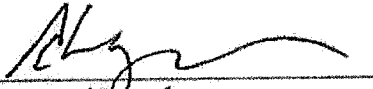
To: Sara Hancock, City Clerk , City of Midwest City
Donald Maisch, City Attorney, City of Midwest City
Richard Rice
Justin Morales

In RE: Hearing request in accordance with code 23-8 and 23-11

We are hereby requesting a hearing request for denials of electric inspections for 6608 Zebra st, Midwest City, and 6617 Eland St.

These homes had previously been released by the city as habitable, however when the inspection was done on August 25, the inspector denied because the residences did not have a Surge Protector (an issue that had not been an previously required) Raymond Lynch/Benchmark Electric Contractor, contacted Derrick the electrical inspector that had rejected the initial inspection- and he explained what needed to happen. Raymond complied and called for a re-inspection (and paid for it) it was to be done on August 30 (Wednesday) it did not happen, he was then told Friday (Sept 1). The city called Raymond on Thursday(August 31) to inform him that no further inspections will be done on this property.

We are requesting a hearing according to hearing code 23-8 and 23-11.



Raymond Lynch
Benchmark Electric Service
12300 SE 132nd

Duana Newcomb
Community Manager
404-427-0627
Fax:405-427-6635



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

August 16, 2023

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Duana Newcomb
Riverside Manager

Steven Palenko
Registered Service Agent

Justin Morales
Owner

Riverside Mobile Home Park, Inc.
6644 Sable Street
Midwest City, Oklahoma 73110

Precision Capital Co.
3720 S. College Ave.
Ft. Collins, Colorado 80525

RE: Notice of Violation of City Ordinance

Dear Ms. Newcomb, Mr. Pakenko and Mr. Morales:

This is to provide you notice of a violation of the City Ordinances of the City of Midwest City. In May of 2023, Ms. Newcomb on behalf of the Riverside Mobile Home Park, Inc. contacted the City of Midwest City concerning a permit. The permit request was for the issuance of a permit so that several (current number is ten) manufactured homes to be delivered to the mobile home park to be refurbished. The manufactured homes are in various states of disrepair, according to a communication received from Nathan Perez, Director of Customer Care and Acquisitions for Hitched Wholesale, LLC, dated May 25, 2023. Riverside Mobile Home Park was originally named Park Village Mobile Home Park and was replatted on May 15, 1968, according to the plat on file with the Oklahoma County Clerk's Office.

Based on the above information and communications between representatives of the Mobile Home Park and City Officials, an inspection was completed by the Chief Building Officer for the City of Midwest City on July 24, 2023. The results of the inspection of the ten (10) manufactured homes are below:

- 6717 Klipspringer - Holes in walls throughout the trailer, new meter base has been added without permit. Plumbing and skirting done without permits.
- 6617 Eland – Appearance of overall good condition. Owner did state that they had already repaired a few soft spots, new flooring has been added. Plumbing and skirting done without permits.
- 6716 Zebra - Sill plate in living room rotted out, floor has a lot of bad spots throughout the trailer, in front of hot water tank floor is rotted out from water damage. Ceiling has water damage from leaks. Plumbing and skirting done without permits.
- 6652 Zebra - Outside has been painted, siding joints not water tight, west side has a lot of damage and rot. Plumbing and skirting done without permits.

Notice of Violation to Riverside Mobile Home Park, Inc.
August 16, 2023
Page 3

The appropriate action for the City to undertake upon a finding of wrecked, damaged or dilapidated mobile or manufactured homes is the issuance of a Notice of Violation, see Section 35-3, May 14, 1968.

Pursuant to the City Ordinances cited above, the manufactured homes identified above as wrecked, damages and or dilapidated shall be removed from the corporate city limits of the City of Midwest City within fifteen (15) days of the date of this Notice. Said manufactured homes must be repaired outside the corporate limits of the City of Midwest City in accordance with applicable federal requirements contained in the Manufactured Home Construction and Safety Standards (see 24 CFR Parts 3280, 3282 and 3285), and must be in good repair, ready for occupancy before any permit is issued by the City.

You have a right to request a hearing concerning the issuance of this Notice, pursuant to Section 35-8 of the City Ordinances of the City of Midwest City in effect on May 14, 1968. Any request for a hearing must be submitted within ten (10) days of the date of the service of this Notice. The hearing shall be before the Midwest City Council and will be set at its next regularly scheduled meeting after receipt of the request. Any such request shall be sent to: City Attorney, City of Midwest City of Midwest City, 100 N. Midwest Boulevard, Midwest City, OK 73110, dmaisch@midwestcityok.org

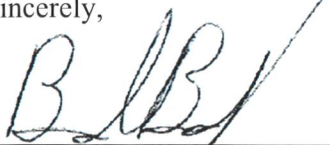
There are three (3) homes that were not deemed wrecked, damaged or dilapidated.

- 6617 Eland
- 6608 Zebra
- 6656 Oryx

The homes not wrecked, damaged or dilapidated do not need to be removed but shall have the proper permitting pulled for all work completed including plumbing, skirting, pad site, decking, anchoring, etc. This can be completed by contacting Randall Fryar, Chief Building Official to pull the appropriate permits.

Failure to comply with the terms of this Notice may result in the City of Midwest City taking further action concerning this matter, including, but not limited to revocation of any license or permit to operate, pursuant to Section 35-10 of the City Ordinances of the City of Midwest City, effective May 14, 1968. If you have any questions, please feel free to contact Randall Fryar, Chief Building Official, City of Midwest City at 405-739-1220, 100 N. Midwest Blvd. Midwest City, OK 73110, or at rfryar@midwestcityok.org

Sincerely,



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

CC: Vaughn Sullivan, Assistant City Manager
Don Maisch, City Attorney
Randall Fryar, Chief Building Official

Fwd: FW: Scope of Work

Randall Fryar <RFryar@midwestcityok.org>

Thu 5/25/2023 4:07 PM

To: Donald Maisch <DMaisch@MidwestCityOK.org>

Cc: Brandon Bundy <BBundy@MidwestCityOK.org>

Here is the scope of work to be done.

>>> Duana Newcomb <duana@riversideokc.com> 5/25/2023 2:34 PM >>>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This is the list of the homes and the scope of work. I will get more detailed and work with them on the permits. They are using licensed contractors for the work.

Duana Newcomb
Riverside Community Manager
Office (405) 427-0627
Fax- (405)427-6635

From: Nathan Perez
Sent: Thursday, May 25, 2023 12:11 PM
To: Duana Newcomb
Cc: Hitched Wholesale; Ryan Lemuz; Kimberly Korf
Subject: Scope of Work

Duana, below is a detailed scope of work on each unit you can present to the city. I hope this helps!

6617 Eland
1992 Champion

Mostly cosmetic work to be done. A few interior doors need re-hung and trimmed out, installing a couple light fixtures, deep cleaned.

6636 Zebra
1992 Suns

10-15% plumbing, 50% subfloor and floor coverings throughout, miscellaneous trim throughout home, 3 windows need replaced, ceiling drywall repair in master bedroom, miscellaneous drywall patch, caulk around bathtub and bathroom sink, deep cleaned.

6724 Orynx

1998 Clayton

Drywall repair in roughly 10% of the home, cosmetic trim work, reinstallation of bathroom tub, deep cleaned.

6716 Zebra

1999 Champion

Subfloor repair inside front door entrance, carpet throughout, master bathtub replaced, subfloor around toilet, subfloor in hallway between master bedroom and laundry room, exterior door frame needs repaired, new kitchen countertop, 3 kitchen drawers need new rollers, miscellaneous drywall repairs, trim and fixtures required. Home needs floor coverings throughout, new bathroom vanity to be installed, subfloor repairs needed by water heater, new window where window A/C unit was located, deep cleaned.

6656 Oryx

2001 Solitaire

Will only need transport damages repaired, cleaned.

6721 Oryx

1999 Fleetwood

Drywall and wallboard repairs in 10% of the home, 5 areas no larger than 3' x 3' will need subfloor repairs, drywall crack in ceiling in kitchen to be repaired, 2 drywall repairs needed in master bedroom ceiling, miscellaneous trim work and fixtures required, interior paint, deep cleaned.

6717 Klipsringer

2000 CMH

Close to full rehab required. Multiple areas of drywall will need replaced, some subfloor repairs expected once debris is removed from home, will need floor coverings, paint, trim throughout, master bathroom needs new toilet and shower installed, guest bathtub has a crack that needs sealed, deep cleaned.

6608 Zebra

2000 Buccaneer

Full cosmetic rehab required. Full interior and exterior paint, new floor coverings throughout, miscellaneous small areas of subfloor need repaired, cabinet repairs/paint, miscellaneous trim and fixtures required, new storm door, deep cleaned.

6652 Zebra
1997 Skyline

Floor coverings throughout, subfloor in master bedroom needs repaired, new tub installation in master bathroom, new sliding glass door to be installed, extensive cabinet repairs in kitchen, miscellaneous drywall and trim work needed throughout, exterior paint, deep cleaned.

6716 Oryx
2000 Clayton

2 broken windows, cabinet drawer needs replaced in master bathroom, patch needed in closet door, new front door to be installed, deep cleaned.

Please note; all transport damages and rehab will begin once utilities have been established. All homes will ensure full functionality before final completion sign off. All homes will include front deck, back steps and skirting installation.

Thanks,

Nathan Perez
Director of Customer Care and Acquisitions
Hitched Wholesale, LLC
620-285-8788

Randall Fryar
Chief Building Official
Engineering & Construction Services
405-739-1270

"Being humble means recognizing that we are not on this earth to see how important we can become, but to see how much difference we can make in the lives of others"
Gordon B Hinckley

Don't be impressed by: money, followers, degrees, and titles. Do be impressed by: kindness, integrity, humility, and generosity.

7-24-2023

Inspection report for Riverside Mobile Home Park

- 6717 Klipspringer holes in walls throughout the trailer, new meter base has been added that wasn't permitted, skirting has been added without permit. Plumbing work has also been completed under the trailer without permits.
- 6617 Eland looks like it is in overall good condition. Owner did state that they had already repaired a few soft spots, new flooring has been added. Plumbing and skirting done without permits.
- 6716 Zebra sill plate in living room rotted out, floor has a lot of bad spots throughout the trailer, in front of hot water tank floor is rotted out from water damage. Ceiling has water damage from leaks. . Plumbing and skirting done without permits.
- 6652 Zebra outside has been painted, siding joints not water tight, west side has a lot of damage and rot. . Plumbing and skirting done without permits.
- 6636 Zebra they have already repainted the outside of trailer, sheathing joints were not sealed up, sheathing on west side has extensive water damage sill plate and floor joist also have heavy damage from water. Interior floor has a lot of soft spots along the edges of the walls, ceiling has water spots from leaks. Shower has been removed. . Plumbing and skirting done without permits.
- 6608 Zebra needs address numbers, Plumbing and skirting done without permits. No issues this looks like a good home.
- 6656 Oryx. Plumbing and skirting done without permits. No issues appears to be a solid trailer. Home is 5 or 6 feet off of the ground, porch and stairs are very unstable, I have concerns about the egress.
- 6716 Oryx front bedroom wall has damage without removing the covering, not sure of the structure integrity underneath. Home is 6 feet off of the ground, porch and stairs are very unstable, I have concerns about the egress. Plumbing and skirting done without permits.
- 6724 Oryx exterior sheathing not water tight. Interior walls have holes that will need repair. No shower or tub in master bath. Home is 6 feet off of the ground, porch and stairs are very unstable, I have concerns about the egress. Plumbing and skirting done without permits.
- 6721 Oryx heavy water damage to the floor in the hall and hot water tank area. Home is 6 feet off of the ground, egress will be an issue. Plumbing and skirting done without permits.

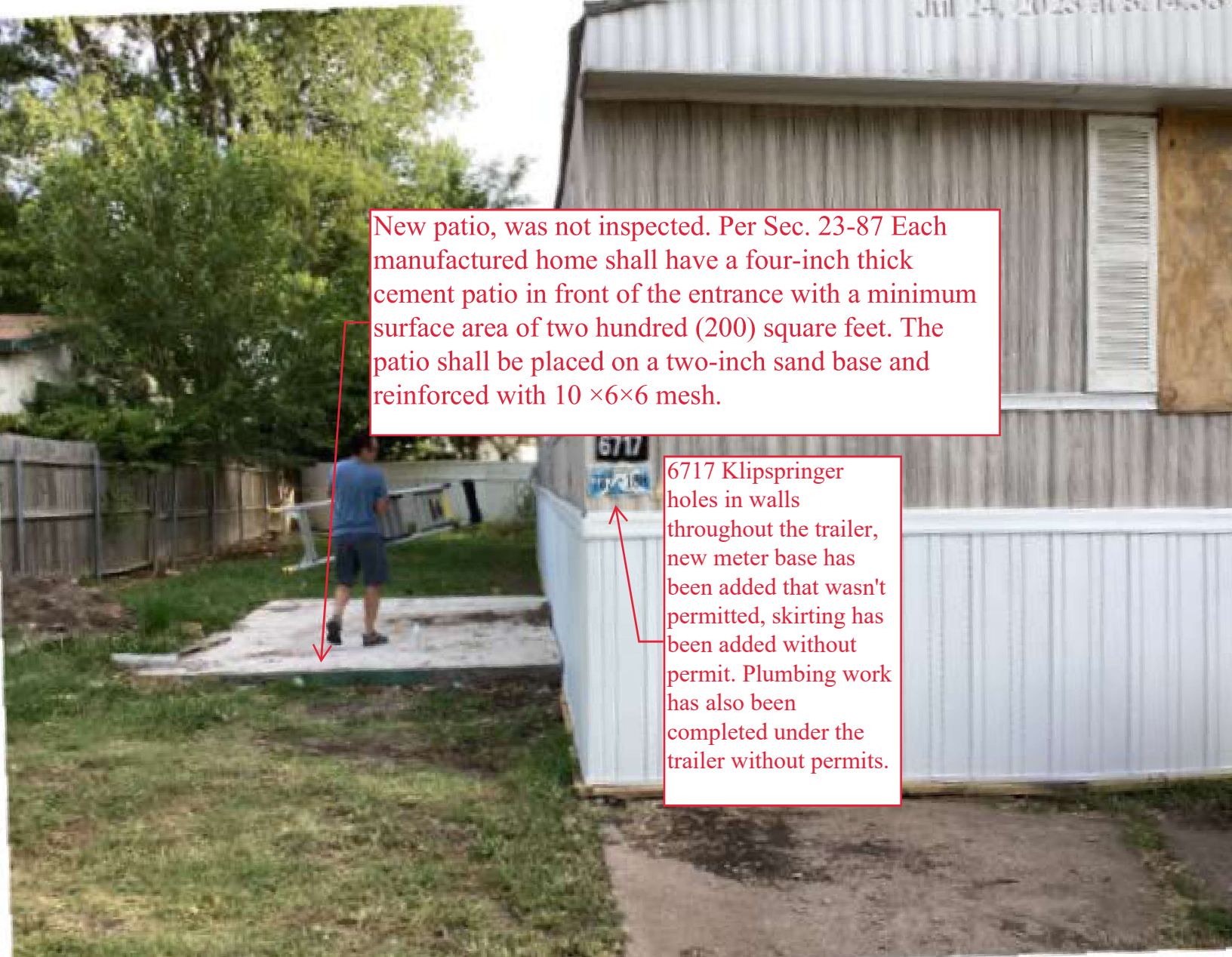
Summary:

Permits have not been pulled for work that has already taken place. All but three of the structure 6617 Eland, 6608 Zebra and 6656 Oryx would meet the definition of damaged or dilapidated, and by the ordinance should be removed from the park, along with multiple other units that are currently sitting empty. The trailers that are lifted off of the ground I have concerns about the

how they were anchored, at what point are they top heavy. And also the means off egress would be a challenge for emergency personal.

Also an issue that I found while on site and discussed with the owner is work being done without, 6708 Oryx floor joist and subfloor in utility room and was being replaced. This trailer was in worst condition than any of the ones that we were there to look at.

Randall Fryar
Chief Building Official



New patio, was not inspected. Per Sec. 23-87 Each manufactured home shall have a four-inch thick cement patio in front of the entrance with a minimum surface area of two hundred (200) square feet. The patio shall be placed on a two-inch sand base and reinforced with 10 ×6×6 mesh.

6717 Klipspringer holes in walls throughout the trailer, new meter base has been added that wasn't permitted, skirting has been added without permit. Plumbing work has also been completed under the trailer without permits.





Jul 24, 2023 at 8:15:27



Jul 24, 2023 at 8:15:45









New Panel no permits were pulled



Soft spot



Jul 24, 2023 at 8:19:01



Jul 24, 2023 at 8:19:57







No permits have ever been pulled for the electric



Stairway & porch are not properly built. The instability would be a issue for EMS & Fire in the event of a medical emergency.

6716 Zebra sill plate in living room rotted out, floor has a lot of bad spots throughout the trailer, in front of hot water tank floor is rotted out from water damage. Ceiling has water damage from leaks. . Plumbing and skirting done without permits.

Jul 24, 2023 at 8:38:05



Jul 24, 2023 at 6:34:47





Sill plate is rotted out from water damage.



Close up of water damage



Board is covering up rotted flooring



More water
damage



Water damage







Roof has leaked at some point, there is a possibility there is damage inside the wall also.



Floor is soft from water damage.



6652 Zebra outside has been painted, siding joints not water tight, west side has a lot of damage and rot. . Plumbing and skirting done without permits.



Work done
without permit



Not water tight



Not water tight



Rotten siding that has been painted over.



Hard to see in the photos, but the siding is warped, most all of the joints are not water tight.























Jul 24, 2023 at 8:50:09







6636 Zebra they have already repainted the outside of trailer, sheathing joints were not sealed up, sheathing on west side has extensive water damage sill plate and floor joist also have heavy damage from water. Interior floor has a lot of soft spots along the edges of the walls, ceiling has water spots from leaks. Shower has been removed. . Plumbing and skirting done without permits.

Jul 24, 2023 at 8:53:56



Jul 24, 2023 at 8:54 11 AM





Work done
without permits



New water lines





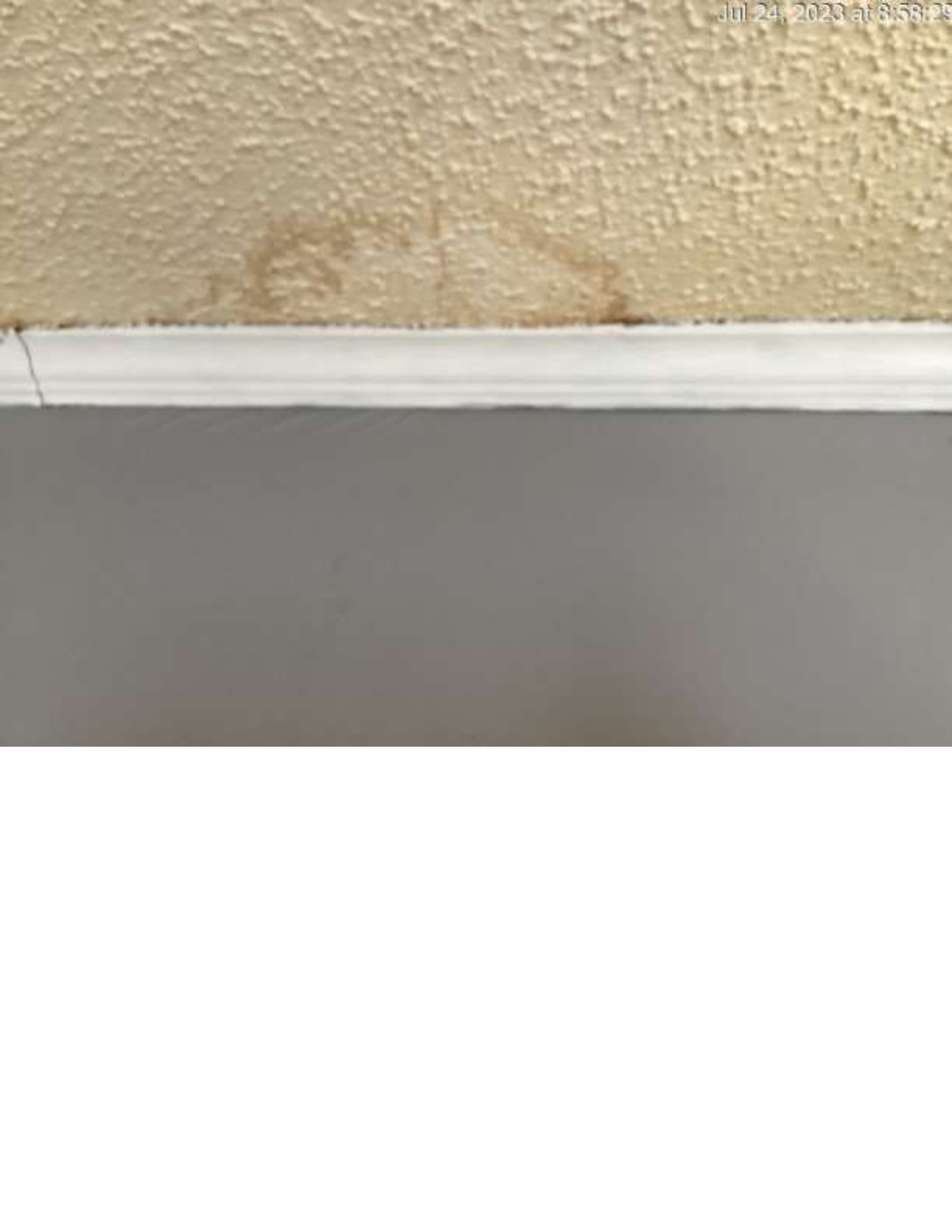


Jul 24, 2023 at 8:58:14



Jul 24, 2023 at 8:58:25 AM







Jul 24, 2023 at 8:59:28





Soft spot



Jul 24, 2023 at 9:00:13 AM



Jul 24, 2023 at 9:01:08 AM







Gap between wall and floor open to the outside.



HVAC vent has been pulled loose and is no longer properly secured.

Jul 24, 2023 at 9:02:07 AM



MONSTER
ENERGY

1000





Jul 24, 2023 at 9:02:32 AM



Jul 24, 2023 at 9:02:54 AM





Jul 24, 2023 at 9:03:53 AM





Separation
between wall and
floor



Water damage
from roof leak



Soft spot in floor



Shower in MB
has been
removed.



Porch and stairs would be an issue in the event of a medical emergency. Not properly built very unstable.

6716 Oryx front bedroom wall has damage without removing the covering, not sure of the structure integrity underneath. Home is 6 feet off of the ground, porch and stairs are very unstable, I have concerns about the egress. Plumbing and skirting done without permits.





Work was done
without permits.





Appears to be
water damage



Appears to be water damage





Floor is soft

Not properly built
very unstable.
Problem for EMS
& Fire

6724 Oryx exterior sheathing
not water tight. Interior walls
have holes that will need repair.
No shower or tub in master
bath. Home is 6 feet off of the
ground, porch and stairs are
very unstable, I have concerns
about the egress. Plumbing and
skirting done without permits.





← Joints not water tight









Work done
without permits

Jul 24, 2023 at 9:33:20



















Jul 24, 2023 at 9:38:57



Jul 24, 2023 at 9:39:38 AM









Same issue with the porch and stairs

6721 Oryx heavy water damage to the floor in the hall and hot water tank area. Home is 6 feet off of the ground, egress will be an issue. Plumbing and skirting done without permits.



Window has been walled over.





Jul 24, 2023 at 9:44:17



Jul 24, 2023 at 9:44:20

















Water damage



Water damage

RE: Riverside Utilities

Donald Maisch <DMaisch@MidwestCityOK.org>

Tue 11/7/2023 8:54 AM

To: Brandon Bundy <BBundy@MidwestCityOK.org>; justin.precisioncapitalco.com <justin@precisioncapitalco.com>;

duana@riversideOKC.com <duana@riversideOKC.com>

Cc: Mike Stroh <MStroh@MidwestCityOK.org>; Randall Fryar <RFryar@midwestcityok.org>; Tim Lyon

<TLyon@MidwestCityOK.org>; Vicki Floyd <VFloyd@MidwestCityOK.org>; Vaughn Sullivan <VSullivan@MidwestCityOK.org>;

rick@ricelawfirm.net <rick@ricelawfirm.net>

Dear Mr. Morales --

Good Morning. Initially, this matter started with Riverside Mobile Home Park decided to bring 10 trailers into the Mobile Home Park without any permits from the City of Midwest City. This was discovered when your staff began communicating with the City seeking permits for the trailers. Responding to your staff's requests, the City conducted inspections of the trailers. The initial inspection found the 10 trailers were in violation of city ordinance against storing damaged trailers in a mobile home park. At the same time, Code Enforcement for the City had scheduled and conducted an inspection of the mobile home park that found multiple violations of City Ordinance and given six (6) months to remedy. The Mobile Home Park was issued multiple notices for the Code Enforcement violations and a Notice of Violation for the trailers.

Based on these findings, you contacted Mr. Sullivan and an additional inspection was conducted by the City's Chief Building Official, Mr. Fryar. Mr. Fryar determined that 7 of the 10 trailers were damaged and should not be kept in the mobile home park. All repairs to the trailers were to occur outside the City and the repairs were to make the trailers compliant with federal requirements. The three trailers have been permitted by the City.

You, as the owner of the mobile home park, did not agree with Mr. Fryar's results. You were given two options, comply with City Ordinance requirements or you have the option to attempt to de-annex or detach from the City. At this time Mr. Rice was contacted and he was willing to attempt to assist. After speaking with Mr. Rice, it was communicated to the City that your choice was to attempt to de-annex/detach from the City.

The City agreed to hold in abeyance enforcement of the Notice of Violation and the multiple notices from Code Enforcement, while the de-annexation/detachment process was to move forward. The City met with County Officials to inform them of the choice made by the Mobile Home Park.

The position of the City has not changed, either (1) come into compliance with City Ordinance requirements, by removing the 7 trailers from the City, make repairs that are certified to comply with federal requirements and demonstrate to the City's satisfaction of such work and remedy the issues identified in the Code Enforcement notices, or (2) the mobile home park has the option to no longer be a part of the City of Midwest City. The option to de-annex/detach from the City of Midwest City was completely the choice of the Mobile Home Park and mentioned as an option. The choice to de-annex/detach is not within the City's authority to require.

It appears the Mobile Home Park is abandoning its option to de-annex/detach from the City of Midwest City. Therefore, it is the position of the City of Midwest City that the items being held in abeyance must now move forward. Specifically, the requirements of the Notice Of Violation for the seven (7) trailers, as

explained above must be met. Additionally, Code Enforcement will schedule follow up inspections in the notices that were issued. Failure to comply with City Ordinance requirements and the City will avail itself to the remedies the City has at its disposal. Finally, the City Prosecuting Attorney had issued an notice to appear for the Mobile Home Park in September of 2023. That matter was held in abeyance as de-annexation/detachment was being sought. The City Prosecuting Attorney will be able to move forward with that matter.

Additionally, Ms. Newcomb requested 6 items be placed on the City Council Agenda concerning the lack of issuance of a permit by the City, in accordance with the provisions contained in City Ordinance. These 6 requests were also held in abeyance while de-annexation/detachment process was being undertaken. Since it appears that de-annexation/detachment is no longer being sought, these 6 requests can be placed on the City Council Agenda for either the December 2023 or the January 2024 City Council Meeting, if you wish to move forward with these requests depending on the amount of time you need to prepare.

Please let me know.

Sincerely,

Donald D. Maisch
City Attorney
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
(405) 739-1203
DMaisch@MidwestCityOK.org

>>> justin precisioncapitalco.com <justin@precisioncapitalco.com> 11/6/2023 4:55 PM >>>
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Donald, Tim, Vaughn,

What is the reason that the city is refusing to conduct inspections at Riverside Community? Is it typical for the city to deny a request for inspection or is this just because we are a Mobile Home Park that the City is wanting to get rid of? I am starting to feel like we are being discriminated against and not being treated like the rest of the City patrons. My understanding is the City's building department is in place to support the community with the permitting process correct? The last 7 homes we have made multiple requests for inspection are just like the first 3 homes and many others that have been approved by Randall/city. Again, trying to understand why these last 7 homes are being denied an inspection? Not a single notice has been issued of items that need to be corrected or why the inspection is being denied.

In regard to moving to the County as I have said in multiple emails, I am okay with moving to the County but we need to settle current business before we move to the county. The County requires setting homes 1' higher than the city. These homes are already blocked, tied down, skirted, decked etc. at city height. I would have to pay a crew to come out break down and reset these homes and would be a

significant cost. We are current city customers so seems cleaner to finalize these homes then start clean with the County don't you agree?

You say any repairs made to the homes while in the City was done in violation of City Ordinance. I am happy to send an email from Rick that I thought was your council saying we could keep going and city would turn a blind eye?

Below is the message you sent to Rick . We have sent in the requests but again the city hasn't followed through with the requests. These are your codes and your request why are we being denied? Please let me know if you need me to resend the emails we sent to the City Clerk?

Rick --

Have the mobile home park send the City Clerk and copy me on a notice to request a hearing concerning the denial of the electrical permit and the NOV. Here is what City Ordinance says about requesting a hearing:

23-8

Any person affected by any notice issued under this chapter or resulting regulations may request, and shall be granted, a hearing on the matter before the city council; provided, that such person shall file with the inspection officer a written request for such hearing setting forth briefly the grounds for such request within ten (10) days after the day the notice was served. The filing of such request shall stay the notice of suspension of permits and licenses except in cases of orders issued under section 23-12. The hearing shall be held at the next council meeting for which the agenda has not been completed, or at a later meeting if so requested by the petitioner, should the inspection officer determine sufficient cause for such delay exists.

23-11

Any person whose permit has been denied or suspended or who has received notice from the health and inspection officers that his permit will be suspended unless certain conditions or practices at the park are corrected, may request and shall be granted a hearing on the matter before the city council; provided, that when no petition for such hearing shall have been filed within ten (10) days following the day on which notice of suspension was served, such license shall be deemed to have been automatically revoked at the expiration of such ten-day period.

The request will protect their position and give me the items needed to work through the issues.

Thanks!!!

Donald D. Maisch
City Attorney

I am still not clear why this is such a big fight over the last 3 months now. The City says they are trying to

promote affordable housing in Midwest City. We are the most affordable housing in the city and trying to bring on 10 more homes for Midwest City Residents to own. The only thing stopping us from doing that is the City turning on our Unities and signing off on our flood elevation. Are the last 7 units being denied as leverage to force us to the County? What am I missing here?

Let me know your thoughts so we can assess the situation and plan our next steps forward.

Respectfully
Justin Morales

-----Original Message-----

From: Donald Maisch <DMaisch@MidwestCityOK.org>
Sent: Wednesday, November 1, 2023 12:29 PM
To: Brandon Bundy <BBundy@MidwestCityOK.org>; justin precisioncapitalco.com <justin@precisioncapitalco.com>; duana@riversideOKC.com
Cc: Randall Fryar <RFryar@MidwestCityOK.org>; Tim Lyon <TLyon@MidwestCityOK.org>; Vaughn Sullivan <VSullivan@MidwestCityOK.org>; rick@ricelawfirm.net
Subject: RE: Riverside Utilities

Mr. Morales --

Good afternoon. The City has no intention of conducting any inspections or issuing any permits for the 7 trailers. Any repairs made to the Manufactured Homes while in the City was done in violation of City Ordinance. Your statement that you are not moving forward to the County until these 7 homes are in service is not what the City agreed to. Specifically, the City agreed to not be opposed to Riverside Mobile Home Park detaching from the City of Midwest City. The trailers could remain at the current location, but not be put into service. If it is no longer your intent to detach from the City of Midwest City, then the City will need to know that information and assess this situation accordingly.

Donald D. Maisch
City Attorney
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
(405) 739-1203
DMaisch@MidwestCityOK.org

>>> justin precisioncapitalco.com <justin@precisioncapitalco.com>
11/1/2023 11:44 AM >>>

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Hello All

Now that we aren't moving to the County until these 7 homes are in service what needs to happen next? We have submitted the request for utilities to be turned on as well as elevations for the last 7 homes. No one from the City has responded to that request so trying to figure out what needs to happen to move this forward? If we need inspections I am happy to schedule that with Randall as they are all turn key and ready to be inspected.

Please advise as soon as possible so we can proceed on to the County Transition.

Blessings,

Justin Morales

(970) 412-0605

From: justin precisioncapitalco.com <justin@precisioncapitalco.com>

Sent: Tuesday, October 17, 2023 8:10 AM

To: Brandon Bundy <BBundy@MidwestCityOK.org>; Duana Newcomb <duana@riversideokc.com>

Cc: Donald Maisch <DMaisch@MidwestCityOK.org>; Randall Fryar <RFryar@MidwestCityOK.org>

Subject: Re: Riverside Utilities

Morning Brandon

One more thing we need signed off on is the flood plans elevations. All of these homes have been set by our crews at the City requirements. When we move to the country homes will need to be set 1' higher. That isn't a issue going forward but would be a significant issue now as homes are set, tide down, skirted, decked etc. While we are working on getting utilities on can we please also work on flood requirements?

Blessings,

Justin Morales

From: Brandon Bundy

<BBundy@MidwestCityOK.org<mailto:BBundy@MidwestCityOK.org>>

Sent: Monday, October 16, 2023 4:26:41 PM

To: justin precisioncapitalco.com

<justin@precisioncapitalco.com<mailto:justin@precisioncapitalco.com>>

Cc: Donald Maisch

<DMaisch@MidwestCityOK.org<mailto:DMaisch@MidwestCityOK.org>>;

Randall Fryar

<RFryar@MidwestCityOK.org<mailto:RFryar@MidwestCityOK.org>>

Subject: Re: Riverside Utilities

Mr. Morales,

For the 3 homes previously approved; it appears we released the electrical but OG&E will not keep it open past 3 days so unless someone calls within that time, it goes dormant again. We resent the email to OG&E today, 10/16/23.

As for the 7 homes. I've been told the Rick Rice and Don Maisch will continue to work on that project.

Thank you,

Brandon Bundy, PE
Director of Engineering and Construction Services City of Midwest City, OK
100 N Midwest Blvd. 73110
405-739-1213

>>> justin precisioncapitalco.com
<justin@precisioncapitalco.com<mailto:justin@precisioncapitalco.com>>
10/13/2023 3:24 PM >>>

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Hi Guys

I know you are working with Rick to get us Annexed into the County. Is there anything that can be done to get our utilities turned on for those 10 units? Last notice was 3 homes were approved and utilities would be approved for OG&E to active the lines within 48hrs. As of today they still don't have that approval? We have 9 of the homes done and aren't able to sell or do anything with them until we have all utilities active. Is there anything you can do to help on this?

Blessings,
Justin Morales
(970) 412-0605

APPLICABLE ORDINANCES

- **Sec. 23-3. - Notice of violations; contents.**

Whenever the health or inspection officer determines violations of health, welfare or safety regulations exist, he shall notify the licensee or permittee of such alleged violation. Such notice shall:

(a) Be in writing;

(b) Include a statement of the reasons for its issuance;

(c) Contain an outline of remedial action which, if taken, will effect compliance with provisions of this chapter and other pertinent regulations;

(d) Allow a reasonable time not to exceed ninety (90) days for the performance of any act it requires; and

(e) Be served upon the owner or his agent as the case may require, provided, that such notice or order shall be deemed as properly served upon the owner or agent when a copy thereof has been sent by certified mail to his last known address.

(Ord. No. 2059, § 1, 7-23-85)

- **Sec. 23-4. - Reasonable time to correct unacceptable conditions to be given.**

Every person receiving a notice as provided in [section 23-3](#) shall be permitted a reasonable time not to exceed ninety (90) days to correct the conditions or practices found to be in violation of these regulations.

(Ord. No. 2059, § 1, 7-23-85)

- **Sec. 23-5. - Reinspection of conditions.**

At the end of ninety (90) days, the health or inspection officer shall reinspect the park and if the conditions or practices noted in the written notice have not been corrected, he shall suspend the license and give notice in writing of such suspension to the person to whom the license was issued. Upon receipt of notice of suspension the person shall cease operation of such park, except as provided in [section 23-8](#).

(Ord. No. 2059, § 1, 7-23-85)

- **Sec. 23-6. - Inspection of parks authorized.**

The health and inspection officers are hereby authorized and directed to make inspections to determine the condition of parks located within the city in order to perform their duty of safeguarding the health and safety of occupants of the parks and of the general public.

(Ord. No. 2059, § 1, 7-23-85)

- **Sec. 23-7. - Occupants to permit access to any part of park.**

It shall be the duty of every occupant of a park to give the owner thereof or his agent or employee access to any part of such manufactured home or travel trailer park or their outside premises at reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with this chapter or with any lawful regulations adopted hereunder, or with any lawful order issued pursuant to the provisions of this chapter.

(Ord. No. 2059, § 1, 7-23-85; Ord. No. 2213, § 32, 9-8-87)

- **Sec. 23-8. - Persons accused of violating regulations to be afforded hearing.**

Any person affected by any notice issued under this chapter or resulting regulations may request, and shall be granted, a hearing on the matter before the city council; provided, that such person shall file with the inspection officer a written request for such hearing setting forth briefly the grounds for such request within ten (10) days after the day the notice was served. The filing of such request shall stay the notice of suspension of permits and licenses except in cases of orders issued under [section 23-12](#). The hearing shall be held at the next council meeting for which the agenda has not been completed, or at a later meeting if so requested by the petitioner, should the inspection officer determine sufficient cause for such delay exists.

(Ord. No. 2059, § 1, 7-23-85)

- **Sec. 23-9. - Written order to be given after hearing.**

After the hearing provided for by this article, the health or inspection officer shall compile the findings of the city council as to compliance with this chapter and pursuant regulations and shall issue an order in writing sustaining, modifying or withdrawing the prior notice which shall be served as provided in [section 23-3](#), provided, what happens then shall allow the permittee to file an appeal to the district court.

(Ord. No. 2059, § 1, 7-23-85)

- **Sec. 23-10. - Revocation of license or permit.**

Upon failure to comply with the written order as provided in [section 23-9](#), the license or permit of the manufactured home park or travel trailer park shall be revoked.

(Ord. No. 2059, § 1, 7-23-85; Ord. No. 2213, § 33, 9-8-87)

- **Sec. 23-11. - Hearing authorized when permit denied, suspended, etc.**

Any person whose permit has been denied or suspended or who has received notice from the health and inspection officers that his permit will be suspended unless certain conditions or practices at the park are corrected, may request and shall be granted a hearing on the matter before the city council; provided, that when no petition for such hearing shall have been filed within ten (10) days following the day on which notice of suspension was served, such license shall be deemed to have been automatically revoked at the expiration of such ten-day period.

(Ord. No. 2059, § 1, 7-23-85)

- **Sec. 23-12. - Health or inspection officer may take immediate action when emergency exists.**

Whenever the health or inspection officer finds that an emergency exists which requires immediate action to protect the public health, he may without notice or hearing issue an order reciting the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit. Notwithstanding any other provisions of this article, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately, but upon petition to the city council, shall be afforded a hearing at the next regular meeting even if the agenda has been completed.

(Ord. No. 2059, § 1, 7-23-85)



Testimony for the Record

The Manufactured Housing Association of Oklahoma

Before the Business and Commerce Committee

Entitled:

Explore Development of and Access to Affordable Housing

(Bennett;Pae)

November 14, 2023

6400 S. Shields Blvd, OKC, OK 73149

405/634-5050 ☎ mhao@mhao.org

www.mhao.org

I would like to thank Representative Bennett and Representative Pae for their desire to see Oklahomans throughout our great state to achieve access to affordable housing. I also want to thank the House of Representatives Business and Commerce Committee for the opportunity to present some sensible proposals to ensure that Oklahoman's have a level playing field to achieve safe, affordable, and attainable housing.

Since 1969 the Manufactured Housing Association of Oklahoma (MHAO), is the only trade association representing all segments of the manufactured housing industry. MHAO's members include home builders/manufacturers, suppliers, retail sellers, lenders, installers, community operators, and others who serve our industry.

In 2022, on the national level our industry produced 112,882 homes, accounting for 11% of new single-family home starts nationwide. In Oklahoma our industry accounts for 9.4% of new single-family homes (146,196 homes). Our membership provides non-subsidized affordable and workforce housing to people across the nation and Oklahoma.

Manufactured housing is the only type of housing constructed to a federal residential building code, which is regulated by HUD.

Manufactured housing is an important part of the solution for addressing the shortage of affordable housing in Oklahoma and ensuring that the dream of homeownership remains an attainable reality for thousands. The affordability of manufactured homes enables individuals to obtain housing that is often much less expensive than renting or purchasing a site-built home.

Manufacturers deliver high quality HUD Code homes with designs and features today's consumers want at much lower price points than site-built homes. In addition, manufactured homes disproportionately serve low and moderate-income families, compared to site-built homes. The average manufactured home homeowner's median household income is approximately \$35,000 per year, far below the national average. In contrast, the average median income for a site-built homeowner is over \$100,000.

According to a 2020 HUD report, "Factory-built housing has undergone many physical changes that have made it more similar to, and in many ways indistinguishable from, conventional site-built housing. Quality improvements in construction and installation practices have increased durability so that the life expectancy of factory-built housing increasingly is comparable to that of site-built or onsite housing"

According to a study (The Urban Lawyer) about zoning barriers to manufactured housing, "when structure, transport, installation, land, and site development costs are included, one study found the total purchase price of a manufactured home might be as much as 75% less than the cost of a traditional home of comparable size and quality."

A recent Fannie Mae study found, “the median all-in monthly housing cost of \$925 per month for manufactured homeowners was \$675 per month less than that paid by owners of site-built homes. That is a savings of 43%.

Our industry has long suffered from being excluded as a mainstream choice for affordable and attainable housing because of exclusionary zoning.

Local Zoning Decisions Ignore the Benefits of Manufactured Homes

Manufactured homes serve many housing needs in a wide range of communities, from rural areas where housing alternatives are few and construction labor is scarce or prohibitively expensive, to higher-cost metropolitan areas as in-fill applications. However, zoning and land planning ordinances have a profound impact on housing patterns. For example, restrictive local ordinances, which can include limitations or outright prohibitions against manufactured homes, are discriminatory barriers against affordable housing.

A 2018 study by the Urban Institute found that “zoning restrictions impede the use of manufactured homes as an affordable housing tool in urban and suburban areas and may help explain why a disproportionate amount of manufactured housing is in rural and unincorporated areas.

In Oklahoma, there are countless examples of local zoning, planning, and development restrictions that either severely limit or outright prohibit the placement of a manufactured home. These discriminatory practices include:

1. **Outright Bans** – Adoption of ordinances that eliminate or ban the placement of manufactured homes in cities, localities, or municipalities.
2. **Zoning Barriers** – Subsequent changes to zoning laws after developers have purchased the land to prevent the development of manufactured home communities.
3. **Segregated Zoning** – Banning manufactured homes as a “permitted use” in residential zones and segregating them into one special overlay zone in one area of the community. These segregated areas are usually removed from essential community services (e.g. grocery stores, schools, churches, and civic centers) or manufactured homes are used as a buffer between other “more premium” residential zones and commercial industrial zones.
4. **Lot Size Restrictions** – requiring a lot or tract to include a minimum number of acres for placement of a manufactured home on private land.
5. **Valuation requirements** – Setting an arbitrary and capricious retail or appraised value requirement that a manufactured home must meet before it can be sited in the city, locality, or municipality.
6. **Home Age Restrictions** – prohibiting placement or movement of a manufactured home based exclusively on the home’s age, notwithstanding any other factor.
7. **Contradictory Construction Requirements** – Imposing site-built construction standards to HUD Code homes.

These examples reflect a growing trend whereby local jurisdictions adopt land planning ordinances and utilize code enforcement that excludes manufactured housing.

Unequal treatment of HUD Code manufactured homes persists in localities across Oklahoma where zoning restrictions that are applied to manufactured housing are not similarly applied to site-built homes.

In a 2016 Law Review a legal study, the author found that HUD Code manufactured homes:

"...face insurmountable zoning barriers in many states. These barriers, such as the unequal treatment of manufactured housing, exclusions from residential zones, the exclusionary use of aesthetic standards, and the denial of conditional use approval, are not justified. Arguments that the negative impacts of manufactured housing justify discriminatory zoning treatment are no longer true or are illegitimate. Manufactured housing requires the same treatment that zoning ordinances give to traditional housing."

This exclusion through zoning prevents many lower income and minority families from obtaining an affordable home.

With the help of OKC planning department we showed how our residential homes can look when we address curb appeal

☛ Oklahoma needs to enact legislation from enforcing zoning regulations which have the effect of excluding residential design manufactured homes from single-family residential districts solely because they are manufactured homes.

With the help of the City of Newkirk planning department we were able to remove a dilapidated dwelling and install a new manufactured home.

☛ Other states have enacted antidiscrimination legislation to prohibit this Many of our cities/towns do not allow a homeowner to "change out" an older unit with today's energy saver home. Their zoning codes says "nonconforming".

In Conclusion:

- Oklahoma legislators must take action to support the availability and placement of manufactured homes in communities across the state to address the shortage of affordable housing.
- Oklahoma legislators must recognize that manufactured homes are the most affordable and attainable homeownership option available nationwide for minorities, underserved and low-income borrowers.
- Many cities and towns outright ban manufactured housing as permitted use in residential zones. This needs to CHANGE by enacting enabling legislation.

MHAO appreciates the opportunity to share our views about housing supply and innovation with the Committee. We hope you will agree that manufactured housing is an integral

component to any plan to boost affordable housing supply. By supporting zoning reforms we can help more Oklahoma families have access to more quality homeownership options at attainable prices.

Oklahoma



738
Manufactured Home
Communities



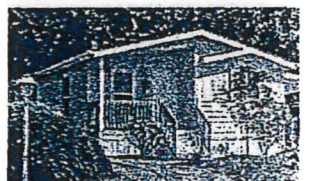
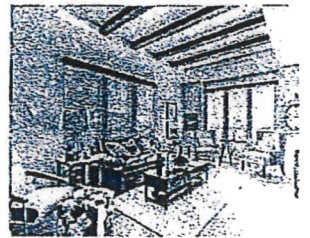
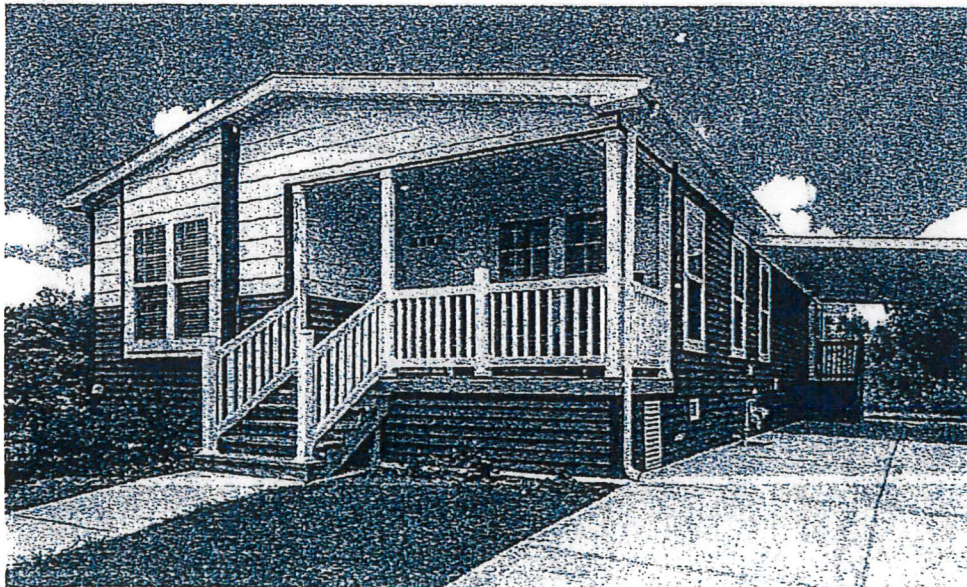
2
Homebuilding
Facility

Manufactured Homes by District

Congressional District	Total Occupied Housing Units	Number of Manufactured Homes (MH)	MH as % of Occupied Housing Units
1	316,712	11,092	3.5%
2	306,467	62,065	20.3%
3	294,563	31,841	10.8%
4	307,721	24,199	7.9%
5	322,504	16,999	5.3%
Oklahoma State Total	1,547,967	146,196	9.4%
United States Total	127,544,730	8,008,783	6.3%

Shipments in 2022

Single Section	Multi Section	Oklahoma State Total
1,431	1,139	2,570



Sources: American Community Survey 2016-2020 5-Year Estimates, Homeland Infrastructure Foundation-Level Data Subcommittee, and Institute for Building Technology and Safety.



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





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: January 9, 2024
SUBJECT: Review of the City Manager's Report for the month of November 2023.

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

Parks & Recreation (123) decreased because of the payment to: Lippert Bros Inc.	<\$346,904>
2018 Election G.O. Bond (270) decreased due to the payments for: Capital Outlay	<\$430,784>
G.O. Debt Services (350) decreased because of the payments for: Interests	<\$387,763>
MWC Hospital Authority (425) activities for November:	
Compounded Principal (9010) - unrealized gain on investment	\$4,975,878
Discretionary (9050) - unrealized gain on investment	\$2,432,351

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending November, 2023
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,168,187	(33,077)	7,097,989	3,957,999	(920,878)	3,037,121	10,135,110
10	GENERAL	14,191,511	(153,866)	15,529,517	19,778,958	(21,270,831)	(1,491,872)	14,037,645
13	STREET AND ALLEY FUND	1,803,176	-	1,905,998	240,461	(343,283)	(102,822)	1,803,176
14	TECHNOLOGY FUND	715,939	-	724,414	129,490	(137,964)	(8,474)	715,939
15	STREET LIGHT FEE	1,070,945	-	1,171,042	265,391	(365,487)	(100,096)	1,070,945
16	REIMBURSED PROJECTS	1,065,138	(2,600)	1,838,556	230,709	(1,006,727)	(776,018)	1,062,538
20	MWC POLICE DEPARTMENT	14,797,285	(4,092)	13,184,653	8,545,538	(6,936,998)	1,608,540	14,793,193
21	POLICE CAPITALIZATION	1,945,654	-	1,514,448	760,214	(329,008)	431,206	1,945,654
25	JUVENILE FUND	100,840	-	95,468	30,500	(25,128)	5,372	100,840
30	POLICE STATE SEIZURES	107,672	-	109,437	1,735	(3,499)	(1,765)	107,672
31	SPECIAL POLICE PROJECTS	82,150	-	81,429	4,798	(4,077)	721	82,150
34	POLICE LAB FEE FUND	16,181	-	18,545	426	(2,791)	(2,364)	16,181
35	EMPLOYEE ACTIVITY FUND	15,974	(845)	17,569	927	(3,367)	(2,440)	15,129
36	JAIL	196,562	-	181,401	36,705	(21,544)	15,161	196,562
37	POLICE IMPOUND FEE	111,633	-	104,051	15,516	(7,934)	7,582	111,633
40	MWC FIRE DEPARTMENT	9,904,301	(4)	8,860,897	6,605,057	(5,561,658)	1,043,400	9,904,297
41	FIRE CAPITALIZATION	2,570,954	-	2,266,633	325,376	(21,054)	304,321	2,570,954
45	MWC WELCOME CENTER	544,618	-	475,662	100,849	(31,893)	68,956	544,618
46	CONV / VISITORS BUREAU	664,666	-	576,761	185,210	(97,305)	87,905	664,666
60	CAPITAL DRAINAGE IMP	461,634	-	444,840	204,770	(187,976)	16,794	461,634
61	STORM WATER QUALITY	1,587,070	-	1,489,045	356,999	(258,974)	98,025	1,587,070
65	STREET TAX FUND	2,246,458	-	2,397,811	280,605	(431,959)	(151,354)	2,246,458
70	EMERGENCY OPER FUND	1,492,330	-	1,376,402	383,083	(267,155)	115,928	1,492,330
75	PUBLIC WORKS ADMIN	1,153,842	-	1,052,349	566,297	(464,804)	101,493	1,153,842
80	INTERSERVICE FUND	750,301	-	632,994	1,545,286	(1,427,979)	117,307	750,301
81	SURPLUS PROPERTY	710,133	(561,947)	127,706	34,858	(14,378)	20,480	148,186
115	ACTIVITY FUND	493,048	(2,750)	478,528	106,779	(95,009)	11,770	490,298
123	PARK & RECREATION	1,716,539	(70,068)	2,585,167	398,075	(1,336,770)	(938,696)	1,646,471
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	254,476	(254,476)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	169,454	(3,957)	175,016	38,372	(47,891)	(9,519)	165,497
143	GRANT FUNDS	52,268	7,732	60,000	455,426	(455,426)	-	60,000
157	CAPITAL IMPROVEMENTS	3,175,862	-	3,422,471	929,048	(1,175,657)	(246,609)	3,175,862
172	CAP. WATER IMP-WALKER	2,814,950	-	3,517,645	263,106	(965,800)	(702,695)	2,814,950

City of Midwest City
Financial Summary by Fund
for Period Ending November, 2023

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
178	CONST LOAN PAYMENT REV	4,986,279	(10,247)	4,618,759	417,981	(60,707)	357,274	4,976,033
184	SEWER BACKUP FUND	79,530	-	78,271	1,258	-	1,258	79,530
186	SEWER CONSTRUCTION	8,014,012	-	8,051,367	844,174	(881,530)	(37,356)	8,014,012
187	UTILITY SERVICES	1,018,016	(924)	845,050	574,933	(402,890)	172,043	1,017,093
188	CAP. SEWER IMP.-STROTH	2,049,503	-	1,783,408	354,752	(88,657)	266,096	2,049,503
189	UTILITIES CAPITAL OUTLAY	2,896,809	(107,383)	2,649,282	210,127	(69,983)	140,144	2,789,426
190	MWC SANITATION DEPARTMENT	6,324,619	-	6,092,220	3,728,776	(3,496,377)	232,399	6,324,619
191	MWC WATER DEPARTMENT	5,301,019	-	4,750,723	3,660,483	(3,110,188)	550,296	5,301,019
192	MWC SEWER DEPARTMENT	5,962,252	(47)	5,573,077	3,661,897	(3,272,769)	389,128	5,962,205
193	MWC UTILITIES AUTHORITY	1,319,192	-	1,035,593	283,727	(128)	283,599	1,319,192
194	DOWNTOWN REDEVELOPMENT	517,879	-	470,038	42,796	5,045	47,841	517,879
195	HOTEL/CONFERENCE CENTER	375,068	(967,221)	(772,157)	1,617,633	(1,437,628)	180,005	(592,152)
196	HOTEL 4% FF&E	772,953	-	721,137	79,166	(27,351)	51,816	772,953
197	JOHN CONRAD REGIONAL GOLF	1,193,391	(202,610)	657,214	915,518	(581,951)	333,567	990,781
201	URBAN RENEWAL AUTHORITY	135,535	-	98,591	36,944	-	36,944	135,535
202	RISK MANAGEMENT	157,447	(37)	881,634	560,412	(1,284,636)	(724,224)	157,410
204	WORKERS COMP	4,160,660	-	4,211,806	439,346	(490,492)	(51,146)	4,160,660
220	ANIMALS BEST FRIEND	93,678	(2,000)	73,232	30,972	(12,526)	18,447	91,678
225	HOTEL MOTEL FUND	-	-	-	312,756	(312,756)	-	-
230	CUSTOMER DEPOSITS	1,498,076	(1,498,076)	-	24,564	(24,564)	-	-
235	MUNICIPAL COURT	92,432	(92,432)	-	1,525	(1,525)	-	-
240	L & H BENEFITS	2,702,095	(112,613)	2,570,990	4,488,201	(4,469,709)	18,492	2,589,482
250	CAPITAL IMP REV BOND	2,983,736	(37,332,755)	(36,365,089)	7,108,919	(5,092,848)	2,016,071	(34,349,019)
269	2002 G.O. STREET BOND	60,535	-	191,585	1,818	(132,869)	(131,050)	60,535
270	2018 ELECTION G.O. BOND	7,665,347	(45,534)	8,421,966	172,225	(974,378)	(802,154)	7,619,813
271	2018 G.O. BONDS PROPRIETARY	421,122	(121,172)	314,522	6,750	(21,321)	(14,571)	299,950
272	2022 ISSUE G.O. BOND	1,302,307	(35,000)	2,513,068	24,410	(1,270,171)	(1,245,761)	1,267,307
310	DISASTER RELIEF	8,012,260	(195,794)	7,293,918	628,358	(105,810)	522,548	7,816,466
340	REVENUE BOND SINKING FUND	-	-	-	2,684,827	(2,684,827)	-	-
350	G. O. DEBT SERVICES	2,323,123	(14,576)	2,981,462	93,668	(766,583)	(672,915)	2,308,547
352	SOONER ROSE TIF	1,599,871	-	1,099,602	503,770	(3,500)	500,270	1,599,871
353	ECONOMIC DEV AUTHORITY	60,873,579	(50,904,381)	9,418,940	800,869	(250,611)	550,258	9,969,198
354	NORTHSIDE TIF	270,516	(267,076)	-	3,440	-	3,440	3,440
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	111,550,816	(18,833)	111,301,846	2,774,273	(2,544,136)	230,137	111,531,983
425-9050	MWC HOSP AUTH-DISCRETIONARY	24,347,149	(8,308)	22,013,675	2,742,027	(416,859)	2,325,167	24,338,842
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,721,601	-	10,858,612	12,581	(149,592)	(137,010)	10,721,602
425-9080	MWC HOSP AUTH GRANTS	656,827	-	93,916	562,908	3	562,912	656,827
	TOTAL	359,342,538	(92,762,492)	258,048,728	87,441,821	(78,910,501)	8,531,320	266,580,049



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: January 9, 2024
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 November 2023, which is the fifth (5) period of the FY 2023/2024.

Troy Bradley, Human Resources Director

FISCAL YEAR 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
PLAN INCOME												
Projected Budgeted (MTD)	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962
Actual (MTD)	842,448	830,192	859,381	837,643	1,121,966							
Projected Budgeted (YTD)	908,962	1,817,924	2,726,886	3,635,848	4,544,810	5,453,772	6,362,734	7,271,696	8,180,658	9,089,620	9,998,582	10,907,544
Actual (YTD)	842,448	1,672,640	2,532,021	3,369,664	4,491,630							
PLAN CLAIMS/ADMIN COSTS	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918
Actual (MTD)	955,777	772,922	874,065	858,857	1,012,243							
Projected Budgeted (YTD)	1,006,148	1,811,066	2,615,984	3,622,132	4,427,050	5,231,968	6,238,116	7,043,034	7,847,952	8,854,100	9,659,018	10,463,936
Actual (YTD)	955,777	1,728,699	2,602,764	3,461,621	4,473,864							
EXCESS INCOME vs. EXPENDITURES	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044
Actual (MTD)	-113,329	57,270	-14,684	-21,214	109,723	0	0	0	0	0	0	0
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743	-91,957	17,766							
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

Nov 5/FY 2024: \$2,583,008
 Nov 5/FY 2023: \$2,306,140
 Nov 5/FY 2022: \$1,739,498
 Nov 5/FY 2021: \$1,326,902

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



Community Development Department

Matt Summers, Director of Planning and Zoning
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner
Cameron Veal, Associate Current Planner

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: January 9, 2024

Subject: (PC-2157) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Medium Density Residential Land Use to High Density Residential Land Use; and an ordinance to redistrict from Simplified Planned Unit Development (“SPUD”) to High Density Residential District, for the property described as a part of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1721 N. Hudiburg Dr., Midwest City.

Honorable Mayor and Council,

The applicant, Daniel DiFrancesco with Commonwealth Development Corporation, formally asked to withdraw their application on December 1, 2023 via email.

A copy of the email can be found in the PC-2157 case file.

No action required.

Respectfully,

Emily Richey
Current Planning Manager

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

November 7, 2023 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on November 7, 2023 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jim Smith
 Dee Collins
 Dean Hinton
 Rick Rice

Commissioner absent: Jess Huskey

Staff present: Matthew Summers, Planning and Zoning Director
 Emily Richey, Current Planning Manager
 Tami Anderson, Administrative Assistant
 Patrick Menefee, City Engineer

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 Rick Rice seconded by Dee Collins, to approve the minutes of the Sept. 5, 2023 Planning Commission meeting as presented.
Voting aye: R. Smith, Collins, J. Smith, Hinton, and R. Rice.
Nay: none. Motion carried.

C. NEW MATTERS

1. (PC-2153) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Eagle Landing for the property described as the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian also addressed as 10601-10603-10607 SE 15th Street, Midwest City, OK 73130.

There was general discussion amongst the Commission.

The applicant, Mark Grubbs of 1800 S. Sara, was present and addressed the council.
Mark understood the staff report requirements and has no issues with it.

A motion was made by D. Hinton, seconded by J. Smith to recommend approval of this item.
Voting aye R. Smith, Collins, J. Smith, Hinton, and R. Rice.
Nay: None. Motion Carried.

2. (PC-2154) Public hearing, discussion, consideration, and possible action for a Resolution amending the Comprehensive Plan from Office/ Retail Land Use to Commercial Land Use and; an Ordinance to Redistrict from C-3, Community Commercial District to C-4, General Commercial District for the property described as 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, located at 422 N. Air Depot Blvd., Midwest City, OK.

There was general discussion amongst the Commission.

The applicant, Scott Bryan of 629 Harold Dr. of Piedmont, was present and addressed the council. He was discussing the challenge of trying to get a legitimate company without it being zoned for the correct business. He is asking for it to be rezoned.

Linda Glaylock – has a business next door and is opposed to this being rezoned as it could hurt her business and the loud noises.

A motion was made by D. Collins, seconded by R. Rice to recommend denial of this item.

Voting in favor of denial -- R. Smith, Collins, J. Smith, Hinton, and R. Rice.

Voting to approve - None. Motion Carried.

3. (PC-2155) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Automotive Equipment: Heavy in the (C-4) General Commercial District for the property described as 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, located at 422 N. Air Depot Blvd., Midwest City.

There was general discussion amongst the Commission.

This item coincides with the previous case PC 2154, since that case was denied just a motion needs to be made.

A motion was made by R. Rice, seconded by D. Hinton to recommend denial of this item.

Voting in favor of denial -- R. Smith, Collins, J. Smith, Hinton, and R. Rice.

Voting to approve - None. Motion Carried.

4. Public hearing, discussion, consideration, and possible action including any possible amendments, of a resolution to the Comprehensive Plan for the property at 9809 SE 15th Street to Office/Retail Land Use.

There was general discussion amongst the Commission.

Emily has stated that a resolution to the Comprehensive Plan was not included in the PC-2122 case file. This is just a little house cleaning.

A motion was made by D. Collins seconded by J. Smith to recommend approval of this item.

Voting aye: R. Smith, Collins, J. Smith, Hinton, and R. Rice.

Nay: None. Motion Carried

5. Public hearing, discussion, consideration, and possible action including any possible amendments, of a resolution to the Comprehensive Plan for the property at 7210 NE 36th Street to Industrial Land Use.

There was general discussion amongst the Commission.

Emily has stated that a resolution to the Comprehensive Plan was not included in the PC-2123 case file. This is just a little house cleaning.

A motion was made by R. Rice seconded by D. Collins to recommend approval of this item.

Voting aye: R. Smith, Collins, J. Smith, Hinton, and R. Rice.

Nay: None. Motion Carried.

D. COMMISSION DISCUSSION:

- Review calendar of 2024 Planning Commission dates.
- Change of meeting time to 5pm. – Everyone was informed that the meetings will start on Dec. 5th 2023

E. PUBLIC DISCUSSION:

- There was a brief discussion on the Sewer Moratorium between the Planning Commission Members and staff.

F. FURTHER INFORMATION:

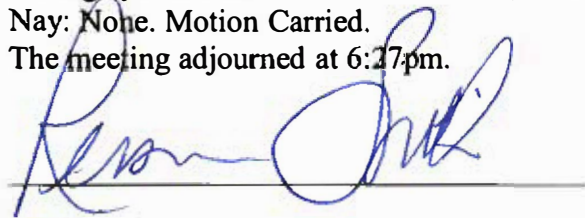
G. ADJOURNMENT:

A motion to adjourn was made by R. Smith, Seconded by D. Collins.

Voting aye: R. Smith, Collins, J. Smith, Hinton, and R. Rice.

Nay: None. Motion Carried.

The meeting adjourned at 6:27pm.



Chairman Russell Smith

(ta)



**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 : January 9, 2024

SUBJECT : Monthly Residential and Commercial Building report for November 2023.

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



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 11/1/2023 to 11/30/2023

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Com Fence Permit	
8	Com General Electrical Permit	\$0.00
2	Com General Mechanical Permit	\$0.00
11	Com General Plumbing Permit	\$0.00
1	Com New Const Bldg Permit	\$400,000.00
1	Com New Const Electrical Permit	\$0.00
1	Com New Const Mechanical Permit	\$0.00
3	Com New Const Plumbing Permit	\$0.00
3	Com Remodel Bldg Permit	\$45,200.00
1	Com Roofing Permit	\$15,000.00
14	Com Sign Permit	\$61,755.00
Total Value of Building - Commercial & Industrial:		521,955.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
4	Res Accessory Bldg Permit	\$111,000.00
2	Res Carport Permit	\$1,500.00
8	Res Driveway Permit	\$0.00
2	Res Duplex New Const Bldg Permit	\$234,000.00
33	Res General Electrical Permit	\$0.00
18	Res General Mechanical Permit	\$0.00
47	Res General Plumbing Permit	\$0.00
3	Res New Const Electrical Permit	\$0.00
4	Res New Const Mechanical Permit	\$0.00
5	Res New Const Plumbing Permit	\$0.00
1	Res Patio Cover Permit	\$8,000.00
20	Res Roofing Permit	\$317,100.00
4	Res Single-Fam New Const Bldg Permit	\$952,870.00
7	Res Single-Fam Remodel Building Permit	\$282,756.00
Total Value of Building - Residential:		1,907,226.00

Grand Total: \$2,429,181.00



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 11/1/2023 to 11/30/2023

Building - Commercial & Industrial

Com Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/8/23	711 S DOUGLAS BLVD, 73110	Midwest City Municipal Authority	B-23-2879	

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/13/23	227 W FAIRCHILD DR, MWC, OK, 73110	Sam Gresham	B-23-2472	\$400,000.00

\$400,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/16/23	2208 FELIX PL, MWC, OK, 73110	Byerley Services, LLC	B-23-3139	\$6,400.00
11/17/23	9523 NE 10TH ST, MIDWEST CITY, OK, 0	Tyler Berry	B-23-1460	\$8,800.00
11/21/23	204 N AIR DEPOT BLVD, 73110	Tate Spreacker	B-23-3209	\$30,000.00

\$45,200.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/13/23	2725 S MIDWEST BLVD, 73110	STARK'S INSTALLATIONS UNLIMITED	B-23-3202	\$15,000.00

\$15,000.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/6/23	6809 E RENO AVE, 73110	Metro Sign	B-23-3048	\$8,000.00
11/6/23	6809 E RENO AVE, 73110	Metro Sign	B-23-3050	\$5,000.00
11/6/23	6809 E RENO AVE, 73110	Metro Sign	B-23-3051	\$4,000.00
11/6/23	6809 E RENO AVE, 73110	Metro Sign	B-23-3049	\$8,000.00
11/6/23	201 N MIDWEST BLVD, 73110	Metro Sign	B-23-3047	\$3,500.00
11/6/23	201 N MIDWEST BLVD, 73110	Metro Sign	B-23-3046	\$3,500.00
11/6/23	201 N MIDWEST BLVD, 73110	Metro Sign	B-23-3045	\$3,500.00
11/6/23	201 N MIDWEST BLVD, 73110	Metro Sign	B-23-3044	\$3,500.00
11/6/23	201 N MIDWEST BLVD, 73110	Metro SIGN	B-23-3043	\$3,500.00
11/6/23	201 N MIDWEST BLVD, 73110	Metro Sign	B-23-2893	\$7,000.00
11/7/23	5903 SHORT ST, MWC, OK, 73110	Heather Jack	B-23-2905	\$600.00
11/7/23	5903 SHORT ST, MWC, OK, 73110	Heather Jack	B-23-3042	\$600.00
11/16/23	9070 HARMONY DR, MWC, OK, 73130	Anna Moore	B-23-3032	\$7,180.00
11/30/23	2150 S DOUGLAS BLVD, #A OK, 73130	David A Davis	B-23-3165	\$3,875.00

\$61,755.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/1/23	2305 WEBSTER ST, 73130	John Earle	B-23-3041	\$7,000.00
11/13/23	10311 LE JEAN, MWC, OK, 73130	Tony Williams	B-23-2762	\$8,000.00
11/15/23	512 WILSON DR, MWC, OK, 73110	Kerry Kueffler	B-23-3169	\$3,000.00
11/28/23	2901 BELLA VISTA, MIDWEST CITY, OK, 0	James Rodriguez	B-23-2182	\$93,000.00
				\$111,000.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/8/23	3406 OAKHURST DR, MWC, OK, 73110	Chad Lower	B-23-3030	\$0.00
11/13/23	633 JUNIPER AVE, MWC, OK, 73130	Lisa Lehr	B-23-3093	\$1,500.00
				\$1,500.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/2/23	100 WINDSOR WAY, 73110	MARTINEZ MACIAS SERVICES LLC	B-23-3122	\$0.00
11/9/23	241 CHAUCER CRESCENT, 73130	GARY GREEN CEMENT CONSTRUCTION INC	B-23-3180	
11/10/23	215 W MARSHALL DR, 73110	GDM CONSTRUCTION LLC	B-23-3176	
11/10/23	502 E DOUGLAS DR, 73110	SILVIA ESPINO	B-23-3178	\$0.00
11/14/23	1112 N POST RD, 73130	CRUTCHFIELD, KEITH	B-23-3205	
11/14/23	620 BRADLEY CIR, 73110	HD CONST & REMODELING LLC	B-23-3210	\$0.00
11/14/23	10468 CATTAIL TER, 73130	MARRUFO CONCRETE	B-23-3216	\$0.00
11/27/23	719 JOB AVE, 73130	JL CONCRETE LLC	B-23-3291	
				\$0.00

Res Duplex New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/8/23	8787 ST GEORGE WAY, MWC, OK, 73110	Noble REH	B-23-3012	\$117,000.00
11/8/23	8791 ST GEORGE WAY, MIDWEST CITY, OK, 0	Noble REH LLC	B-23-3013	\$117,000.00
				\$234,000.00

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/2/23	1304 E TIMBERVIEW DR, MWC, OK, 73130	Parker Durrett	B-23-2416	\$8,000.00
				\$8,000.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/1/23	1112 FERNWOOD DR, 73130	BRANDON SWEARINGEN RENOVATIONS LLC	B-23-3103	\$16,000.00
11/1/23	805 W SILVERMEADOW DR	J & M ROOFING	B-23-3110	\$20,000.00
11/1/23	12432 ELIZABETH DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3113	\$24,000.00
11/2/23	11634 TYSON CT, 73130	PALLADIUM ROOFING LLC	B-23-3117	\$22,000.00
11/2/23	10906 LAURA KATE CT, 73130	TRIPLE DIAMOND CONSTRUCTION LLC	B-23-3126	\$30,000.00
11/8/23	3123 N GLENHAVEN DR, 73110	STATEWIDE ROOFING INC	B-23-3157	\$16,200.00

11/9/23	633 JUNIPER AVE, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3173	\$12,000.00
11/9/23	9825 CREST DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3174	\$10,000.00
11/13/23	1800 WALTZ WAY, 73130	MHM CONSTRUCTION INC	B-23-3201	\$11,000.00
11/14/23	520 E DOUGLAS DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3215	\$6,300.00
11/16/23	811 S POST RD, 73130	OKLAHOMA ROOFING & CONSTR LLC	B-23-3237	\$15,000.00
11/16/23	3405 ROLLING LN, 73110	J & M ROOFING & SUPPLY CO	B-22-0261	\$10,600.00
11/20/23	11236 FRIENDLY LN, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3252	\$4,500.00
11/20/23	3605 MT PLEASANT DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3253	\$20,000.00
11/20/23	140 W SILVER MEADOW DR, 73110	MHM CONSTRUCTION INC	B-23-3185	\$17,000.00
11/21/23	1100 LYNN FRY BLVD, 73130	MHM CONSTRUCTION INC	B-23-3267	
11/22/23	1409 NOTTOWAY DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3274	\$13,500.00
11/22/23	1100 FERNWOOD DR	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3275	\$32,000.00
11/28/23	1304 E TIMBERVIEW DR, 73130	CERTIFIED ROOFING & CONSTRUCTION LLC	B-23-3293	\$25,000.00
11/30/23	1312 JUNIPER CIR, 73110	CHOICE SOLUTIONS	B-23-3315	\$12,000.00
				\$317,100.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/2/23	9717 NE 10TH ST, MIDWEST CITY, OK, 0	NOVA HOMES LLC	B-23-2559	\$200,000.00
11/2/23	9717 NE 10TH ST, MIDWEST CITY, OK, 0	Kamyar Movaffagh	B-23-2559	\$200,000.00
11/16/23	2409 FOREST GLEN DR, 73020	Swm & Sons	B-23-1166	\$260,000.00
11/17/23	10496 CATTAIL TER, 73130	Jennifer Ennis	B-23-0576	\$207,870.00
11/27/23	621 N POST RD, 73130	Family Treasure Homes (Leticia Kirkes)	B-23-2194	\$285,000.00
				\$1,152,870.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
11/2/23	1018 HOLLY LN, MWC, OK, 73110	Shawn Harmon AVVIO	B-23-3036	\$36,967.00
11/7/23	717 BRIGHTSIDE DR, MWC, OK, 73110	Shawn Harmon AVVIO	B-23-3076	\$67,303.00
11/9/23	11516 SURREY LN, 73130	Emalee Deckard SOLAR POWER OF OK	B-23-3037	\$35,910.00
11/10/23	709 W BLUERIDGE DR, 73110	Edward Henessy, ION DEVELOPER LLC	B-23-3127	\$39,713.00
11/13/23	303 HIGHLAND AVE, MIDWEST CITY, OK, 0	Shawn Harmon, AVVIO	B-23-3130	\$72,863.00
11/16/23	905 ROYAL AVE, MWC, OK, 73130	Enrique Delgado	B-23-1604	\$30,000.00
11/20/23	3010 EDGEWOOD DR, MWC, OK, 73110	Avery Page	B-23-3164	\$0.00
11/20/23	3010 EDGEWOOD DR, MWC, OK, 73110	DUPLANTIS, BRET ANTHONY	B-23-3164	\$0.00
				\$282,756.00



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 11/1/2023 to 11/30/2023

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	7
Building/Electrical General Inspection	10
Buildings - CO Inspection & Sign Off	16
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	1
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	2
Com Electrical Ceiling Inspection	1
Com Electrical Final Inspection	4
Com Electrical Ground Inspection	3
Com Electrical Ground Reinspection	1
Com Electrical Rough-in Inspection	3
Com Electrical Rough-in Reinspection	1
Com Electrical Service Inspection	6
Com Electrical Wall Inspection	2
Com Fire Alarm Final Inspection	1
Com Fire Sprinkler Final Inspection	1
Com Framing Inspection	5
Com Framing Reinspection	2
Com Gas Meter Inspection	1
Com Gas Piping Inspection	4
Com Grease Trap Final Inspection	3
Com Grease Trap Rough Inspection (Building)	2
Com Grease Trap Rough Inspection (Line Maintenance)	2
Com Grease Trap Rough Reinspection (Building)	3
Com Grease Trap Rough Reinspection (Line Maintenance)	4
Com Hood Suppression Inspection	1
Com Mechanical Final Inspection	2
Com Mechanical Rough-in Inspection	3
Com Mechanical Rough-in Reinspection	1
Com Plumbing Final Inspection	4
Com Plumbing Ground Inspection	5
Com Plumbing Rough-in Inspection	6
Com Site Inspection	1
Com Vent Hood Final Inspection (Building)	1
Com Water Service Line Inspection	1
Commercial Meter Tap Inspection	2
County Health - CO Inspection & Sign Off	3
Electrical Generator Inspection	3
Fire - CO Inspection & Sign Off	15
General Inspection	8
Hot Water Tank Inspection	19
Hot Water Tank Reinspection	1
Irrigation System Inspection	1
Mechanical Change Out Inspection	27

Mechanical Change Out Reinspection	5
Planning - CO Inspection & Sign Off	22
Planning - CO Reinspection & Sign Off	3
Plumbing/Mechanical General Inspection	3
Pre-Con Site Inspection/Meeting	3
Res Building Final Inspection	11
Res Building Final Reinspection	5
Res Drainage1 Inspection	4
Res Drainage1 Reinspection	1
Res Drainage2 Inspection	4
Res Drainage3 Inspection	8
Res Drainage3 Reinspection	2
Res Drainage4 Inspection	8
Res Drainage4 Reinspection	3
Res Drainage5 Inspection	6
Res Driveway Inspection	9
Res Electrical Final Inspection	16
Res Electrical Final Reinspection	9
Res Electrical Ground Reinspection	1
Res Electrical Rough-in Inspection	11
Res Electrical Rough-in Reinspection	4
Res Electrical Service Inspection	38
Res Electrical Service Reinspection	14
Res Fence Inspection	5
Res Footing & Building Setback Inspection	1
Res Framing Inspection	6
Res Framing Reinspection	1
Res Gas Meter Inspection	4
Res Gas Meter Reinspection	1
Res Gas Piping Inspection	16
Res Gas Piping Reinspection	2
Res Insulation Inspection	7
Res Mechanical Final Inspection	7
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	6
Res Mechanical Rough-in Reinspection	1
Res Patio Cover Inspection	1
Res Plumbing Final Inspection	15
Res Plumbing Final Reinspection	2
Res Plumbing Ground Inspection	2
Res Plumbing Rough-in Inspection	11
Res Plumbing Rough-in Reinspection	5
Res Roofing Inspection	22
Res Roofing Reinspection	2
Res Sewer Service Inspection	9
Res Storm Shelter Inspection	2
Res Termite Inspection	3
Res Water Service Line Inspection	4
Residential Meter Tap Inspection	4
Sign Inspection	10
Utilities - CO Inspection & Sign Off	16
<hr/>	
Total Number of Inspections:	548



MUNICIPAL AUTHORITY AGENDA

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

January 09, 2024 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

- A. CALL TO ORDER.
- B. 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 to approve the December 12, 2023 meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration and possible action of declaring the following equipment from Line Maintenance (1) 2012 Chevrolet 3500 Vin # 1GB3KZCG0CF184415 as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)
- C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. 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 November 30, 2023. (Director of Operations - R. Rushing)
- E. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

December 12, 2023

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

Chairman Matt Dukes called the meeting to order at 6:22 PM with following members present:

Trustee Susan Eads		Acting General Manager Vaughn Sullivan
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Sean Reed

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

1. Discussion, consideration, and possible action to approve the November 14, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Sewer Construction Fund, expenditures/Sewer Construction (46) \$169,000. Sanitation Fund, expenditures/Sanitation (41) \$72,013. Stormwater Fund, revenue/Miscellaneous (00) \$1,000; expenditures/Stormwater (61) \$1,000. Wastewater Fund, expenditures/Wastewater (43) \$402,913.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of approving, amending, revising, or rejecting a Resolution authorizing the issuance of not to exceed \$4,000,000.00 Midwest City Municipal Authority Promissory Note, Series 2024; approving a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement to be drafted by Bond Counsel and Authorizing the execution and delivery by the Authority; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto.**

Eads made a motion to approve Resolution MA2023-08, seconded by Bana . Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

2. **Discussion, consideration, and possible action of awarding a bid and entering into a contract with Standard Roofing Co., in the amount of \$894,531.00 to replace the roof of the Main Control Building at the Water Resource Recovery Facility.**

Bana made a motion to approve awarding a bid and entering into a contract with Standard Roofing, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. 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 6:25 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Public Works Administration
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Memorandum

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: January 9, 2023

Subject: Discussion, consideration, and possible action of declaring the following equipment from Line Maintenance (1) 2012 Chevrolet 3500 Vin # 1GB3KZCG0CF184415 as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

The Line Maintenance Division's Unit #430324 described below was involved in an accident and considered a total loss, thereby requiring its removal from service. It has no other operational value or application. As such, we recommend declaring this item surplus property and authorizing its disposal by sealed bid, public auction, or other means, if necessary.

- Unit #43-03-24, a 2012 Chevrolet 3500
VIN # 1GB3KZCG0CF184415

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

POWER OF ATTORNEY

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

We, the City of Midwest City, Oklahoma, Owner of the following motor vehicle:

2012 Chevrolet 3500; #430324, VIN 184415,

by this instrument constitute and appoint Oklahoma Municipal Assurance Group of Oklahoma County, my true and lawful attorney, for me and in my name to assign title to said motor vehicle and/or to execute all necessary written instruments in connection therewith and to whomsoever as may be designated by my said attorney.

Executed on this the 26 day of December, 2023

Signed *Craig R. Davis*
Craig R. Davis

Subscribed and Sworn to before me this 26 day of December, 2023

Alexander Aguirre Oklahoma Oklahoma
Notary Public County State



SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

Policy No. GLA140053106
Policy Period: 7/1/2023 to 7/1/2024

OMAG Claim No. 214046-1-DD

To: OKLAHOMA MUNICIPAL ASSURANCE GROUP

By the above numbered policy of insurance, you insured the **City of Midwest City, Oklahoma** (hereinafter called the insured) against loss or damage to the automobile described as follows:

Model Year	Make	Type of Body	VIN No.
2012	Chevrolet	3500; #430324	184415

Origin: A loss caused by Collision occurred on November 30, 2023, the full particulars of which are as follows: OV hit IV while IV was parked.

Title and Interest: The Insured was the sole owner of the automobile at the time of the loss or damage and no other person had any interest therein, by bailment lease, conditional sale, mortgage or other encumbrance or otherwise, except:

Other Insurance: At the time of this loss; there was no other insurance on said automobile covering the same perils except:

Use: At the time of this loss; the said automobile was being used for business and was not being used to carry passengers for compensation or rental or leased for any illegal purpose except:

Subrogation: The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the Insured and the Insured in consideration of the payment made under this policy hereby subrogates the Said company to all rights and causes of action the said Insured has against any person, persons, or corporations whomsoever for damage arising out of or incident to said loss or damage to said property and authorizes said Company to sue in the name of the Insured but at the cost of the Company any such third party, pledging full cooperation in such action.

Cash Value	Deductible	Salvage	Amount Claimed Under This Policy
\$23,225.00	\$ 1,000.00	\$	\$22,225.00

The said loss did not originate by any act, design or procurement on my/our part nor on the part of anyone having interest in the property insured, or in the said policy of insurance; not in any consequence of any fraud or evil practice done or suffered by me/us and that no property saved has in any manner been concealed.

It is expressly understood and agreed that the furnishing of this blank or the preparation of proof by a Representative of the above insurance company is not a waiver of any of its rights.

MEMBER'S RELEASE

OMAG is hereby authorized and empowered to pay, at its option, as follows:

To _____ the sum of \$ _____

“WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.”

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

X [Signature], City of Midwest City
(Authorized City Official's signature)

Subscribed and sworn before me this 26 day of December, 2023

Alexander Aguirre
Notary Public





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: January 9, 2024

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending November 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 2023-2024		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Revenue													
Budgeted (MTD)		410,419	431,525	510,625	586,974	483,480	-	-	-	-	-	-	-
Actual (MTD)		261,357	375,874	255,855	431,851	292,696	-	-	-	-	-	-	-
Budgeted (YTD)		410,419	841,944	1,352,569	1,939,543	2,423,023	2,423,023	2,423,023	2,423,023	2,423,023	2,423,023	2,423,023	2,423,023
Actual (YTD)		261,357	637,231	893,086	1,324,937	1,617,633	1,617,633	1,617,633	1,617,633	1,617,633	1,617,633	1,617,633	1,617,633

Expenses													
Budgeted (MTD)		354,409	378,100	400,332	454,283	383,871	-	-	-	-	-	-	-
Actual (MTD)		277,604	280,264	280,443	337,716	261,601	-	-	-	-	-	-	-
Budgeted (YTD)		354,409	732,509	1,132,841	1,587,124	1,970,995	1,970,995	1,970,995	1,970,995	1,970,995	1,970,995	1,970,995	1,970,995
Actual (YTD)		277,604	557,867	838,311	1,176,027	1,437,628	1,437,628	1,437,628	1,437,628	1,437,628	1,437,628	1,437,628	1,437,628

Revenue vs. Expenses													
Budgeted (MTD)		56,010	53,425	110,293	132,691	99,609	-	-	-	-	-	-	-
Actual (MTD)		(16,246)	95,610	(24,589)	94,134	31,095	-	-	-	-	-	-	-
Budgeted (YTD)		56,010	109,435	219,728	352,419	452,028	452,028	452,028	452,028	452,028	452,028	452,028	452,028
Actual (YTD)		(16,246)	79,364	54,775	148,910	180,005	180,005	180,005	180,005	180,005	180,005	180,005	180,005

Key Indicators													
Hotel Room Revenue		174,426	203,842	165,813	207,754	145,251	-	-	-	-	-	-	-
Food and Banquet Revenue		58,116	178,433	70,265	189,490	123,397	-	-	-	-	-	-	-

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



MEMORIAL HOSPITAL AUTHORITY AGENDA

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

January 09, 2024 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the 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/s will be removed and heard in regular order.
1. Discussion, consideration, and possible action to approve the December 12, 2023 meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Garver, LLC. in the amount of \$327,504 to provide survey and design services for a future federal aid project to resurface SE 29th St from I-40 to Midwest Blvd. (Engineering & Construction Services - B. Bundy)
- C. 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.**
- D. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

December 12, 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 6:25 PM with the following members present:

Trustee Susan Eads		Acting General Manager Vaughn Sullivan
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Sean Reed

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Favors. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

1. Discussion, consideration, and possible action to approve the November 14, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, expenditures/Hospital Authority (90) \$25,569.
3. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

DISCUSSION ITEM.

1. **Discussion, consideration, and possible action to enter into a professional services agreement with TSW Planners, Architects and Landscape Architects of Atlanta, GA, in an amount not to exceed \$1,144,020 for design and construction documents, bidding and construction administration, and optional services for security, telecom, and A/V systems for part of the Southeast Quarter of Section 34, Township 12 North, Range 2 West of the Indian Meridian a/k/a the Hospital District.**

M. Summers addressed the Trustees. After discussion, Byrne made a motion to approve entering into the agreement, seconded by Favors. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.

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

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 7:27 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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

TO : Honorable Chairman and Trustees of the Memorial Hospital Authority

FROM : Brandon Bundy, P.E., Director

DATE : January 9, 2023

SUBJECT : Discussion, consideration, and possible action of entering into an agreement for Professional Services with Garver, LLC. in the amount of \$327,504 to provide survey and design services for a future federal aid project to resurface SE 29th St from I-40 to Midwest Blvd.

At the end of September, City staff interviewed four engineering consultants and selected Garver, LLC as the most qualified. The project is to resurface SE 29th St from I-40 to Midwest Blvd with federal funds known by ODOT as JP 38074(04).

The signalized intersections are planned to be reconstructed with concrete to reduce future maintenance needs. This corridor is particularly important to the City's commerce and special emphasis was placed on finding novel engineering solutions to reduce time of construction. This project is estimated to bid winter 2025 with construction beginning in summer of 2025.

This contract will be funded in the FY 23-24 budget through project #902202 (Fund 425).

I am available for any additional questions.

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

PROFESSIONAL SERVICES AGREEMENT
between
GARVER, LLC
And
THE MIDWEST CITY HOSPITAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Hospital Authority, a municipal trust (hereinafter referred to as “**Authority**”), and Garver, LLC, a limited liability company (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Authority is in need of the following professional services: See Attachment A; and

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

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

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

WHEREAS, Service Provider agrees to provide the **Authority** all Attachment A services, in accordance with the standards exercised by professionals in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all Services, in accordance with the ordinary Standard of Care, with project information delivered (“**Deliverables**”) as agreed within Attachment A to this Agreement. Upon issuance of the Agreement, the Service Provider shall be responsible for timely providing the Services authorized by the Agreement (“**Project**”). Service Provider shall invoice Authority on a monthly basis for completed Services. Such invoice will

PROFESSIONAL SERVICES AGREEMENT
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include supporting documentation reasonably necessary for Authority to know with reasonable certainty the proportion of Services accomplished. The Authority may meet with Service Provider to identify additional service needs as mutually agreed and to be provided within a fully executed amendment.

The Authority will pay Service Provider all undisputed amounts within thirty (30) days after receipt of the Service Provider's invoice. Upon completion of services and provision to the Authority of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the Authority shall own all rights and license for the Deliverables ; provided, however, any and all underlying intellectual property, if any (unless provided by Authority), shall remain the property of Service Provider such that Service Provider may continue to perform its business in the normal course. Service Provider shall designate, on any Deliverables submitted to the Authority, what information in said Deliverables is deemed intellectual property. Service Provider hereby acknowledges that any intellectual property in the possession of the Authority is subject to the Oklahoma Open Records Act (Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*). If the Authority receives an Open Records Request for any intellectual property of the Service Provider, the Authority shall notify the Service Provider of the receipt of the Open Records Request. Service Provider shall, within thirty (30) days of the receipt of the Open Records Request, provide to the Authority a response concerning whether the intellectual property can or cannot be released. If the Service Provider determines that the intellectual property cannot be released, then the Service Provider shall incur the obligation, including all financial obligations, to defend the determination in any future proceedings concerning the Open Records Request.

Upon payment in full, **Service Provider** shall grant **Authority** an irrevocable, non-exclusive, royalty-free license to use the same for the purposes contemplated under this **Agreement**. To the extent allowed under applicable law, **Authority** shall release, defend, indemnify, and hold harmless **Service Provider** and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of Deliverables for any other project. a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by Service Provider to the Authority.

PROFESSIONAL SERVICES AGREEMENT
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GARVER, LLC
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The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement. b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the Authority and the Service Provider with respect to the Services, products, solutions and deliverables to be provided by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement. Notwithstanding anything in this Agreement, Service Provider shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Service Provider, including modifications in the Scope of Services, applicable law, codes, or standards after the effective date of this Agreement. c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Services” or “Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (Service Provider’s Project Team, members, and positions).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team (Attachment “C”)** fully understands the Project, the Scope of Services, the

PROFESSIONAL SERVICES AGREEMENT
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Deliverables, the schedule for performance, and **Authority's** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider's Team (Attachment "C")**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides the Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team (Attachment "C")**, for the Services to be provided as set forth on Attachment "C" ("**Service Provider's Team**") without the prior written consent of the **Authority**, not to be unreasonably withheld.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations pertaining in any manner to the performance of Services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority** (except to the extent from information provided or specified by **Authority**).

3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Services as specified in Section one (1) of this **Agreement**, and in **Attachment "B"** ("**Schedule of Fees**").

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and Services of the **Service Provider and the Service Provider's Team (Attachment "C")**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

PROFESSIONAL SERVICES AGREEMENT
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1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

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

B. The **Authority** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

PROFESSIONAL SERVICES AGREEMENT
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2. Upon payment for Services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement** which are included as Deliverables within the Scope of Services required from **Service Provider**, whether the same are complete or incomplete, unless the notice directs otherwise. Upon termination for *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Authority**, and following reasonable opportunity to cure, the **Service Provider** shall be entitled to receive payment for all Services properly performed prior to such termination in accordance with the terms, conditions, and rates set forth in this **Agreement**. Provided, however, upon notice of termination for *cause* and payment for **Service Provider’s** undisputed services, the **Service Provider** shall deliver to the **Authority** all Deliverables required under the Scope of Services, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, Services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt

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of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, Services and activities except such work, Services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, Services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, Services, and activities only.

D. Obligation upon Termination for Convenience.

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** (i) for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and (ii) documented and reasonable costs (plus profit on such costs) incurred by **Service Provider** to implement such termination (including demobilization costs, and termination/cancellation costs under subcontracts and purchase orders), thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project, as provided in Section 1 herein.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and qualifications according to the ordinarily accepted standard and practices employed by the applicable United States professional services industries as of the effective date of this **Agreement**, 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

PROFESSIONAL SERVICES AGREEMENT
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practices employed by the United States professional services industry (“Standard of Care”). **Service Provider** shall maintain during the course of this **Agreement** said Standard of Care, skill, diligence and professional competency for any and all such Services. **Service Provider** agrees to require all members of the **Service Provider’s Team**, also including FTEs assigned to work on the Project, to provide any and all Services, products, solutions and Deliverables at said same Standard of Care, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this Agreement, the Authority’s initial remedy for any breach of the above warranty shall be to permit Service Provider one additional opportunity to perform the work, Services, and activities or provide the Projects and Deliverables without additional cost to the Authority. If the Services Provider cannot perform the work, Services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this Agreement within thirty (30) calendar days of the original performance date, the Authority shall be entitled to recover, should the Authority so determine to be in their best interest, any fees paid to the Service Provider for Services which do not meet the performance standard in Section 6.A above, and Service Provider shall make reimbursement or repayment within thirty (30) calendar days of a demand by the Authority. Should the Service Provider fail to reimburse the Authority within thirty (30) calendar days of demand, the Authority shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and tangible property damage and \$2,000,000*

PROFESSIONAL SERVICES AGREEMENT
between
GARVER, LLC
And
THE MIDWEST CITY HOSPITAL AUTHORITY

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

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, and hold harmless the **Authority** from and against all liability for: (a) bodily injuries or death to persons caused by **Service Provider's** negligence or fault; (b) third party claims for costs, losses, and expenses caused by **Service Provider's** negligence or fault; (c) reasonable legal fees, legal expenses, and court costs related to the same; and (d) third party claims for damages, or loss to tangible property of third parties, which are caused by the negligence of **Service Provider**, its officers, representatives, agents, contractors, and employees which arise during the performance of this Agreement, except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing Services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the

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Authority's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider** that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 10 in writing promptly after being disclosed verbally; and (ii) all documents resulting from **Service Provider's** performance of Services to be "Confidential Information". Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting **Service Provider** from disclosing general information regarding the project for future marketing purposes. **Service Provider** shall require and maintain adequate confidentiality protections with its employees, agents, contractors, and subcontractors.

10. NOTICES

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

The Midwest City Hospital Authority, Secretary
100 N. Midwest Boulevard

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Midwest City, OK 73110

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

J. Bret Cabbusiness, PE
Garver, LLC
750 SW 24th Street, Suite 200
Moore, OK. 73160

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

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**, not to be unreasonably withheld. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of

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each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

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

14. TIME OF ESSENCE

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

15. MULTIPLE ORIGINALS

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

16. ANTI-COLLUSION

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

17. BREACH AND DEFAULT

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

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

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

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

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

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- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

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

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

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24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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


26. LIMITATION OF LIABILITY

Notwithstanding anything in the **Agreement** to the contrary, to the extent allowed under applicable law, neither Party (including its subconsultants, agents, assignees, affiliates, and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence). Notwithstanding any provision to the contrary herein, to the extent allowed under applicable law, the Service Provider's (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by Service Provider under the Attachment A Scope of Services, or 100% of the fee received by Service Provider under an approved purchase order giving rise to the liability, (whichever may be applicable) regardless of the cause or action (including negligence of any kind or character).

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

Service Provider: Garver, LLC

By: 

Name: J. Bret Cabbiness, PE

Title: Sr. Project Manager

APPROVED by the Trustees and **SIGNED** by the Chairman of The Midwest City Hospital Authority this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

Attachment A

Scope of Services

City of Midwest City
SE 29th St – I-40 to Midwest Blvd
Project No. T28-2301979



Prepared By:



750 SW 24th Street, Suite 200
Moore, Oklahoma 73160

ATTACHMENT A SCOPE OF SERVICES

PART I- DESCRIPTION OF PROJECT

The City of Midwest City solicited the resurfacing of SE 29th Street starting at the end of the concrete section east of I-40 and ending at the concrete section just west of the SE 29th Street and Midwest Boulevard intersection. Along the above corridor, the five signalized intersections are also to be reconstructed with concrete. The five specific intersections with SE 29th Street to be reconstructed are:

- Air Depot Boulevard
- Lowe's Entrance
- Mid-America Boulevard
- Town Center Drive
- Marshall Drive

Approximately 650' of new sidewalk will also be constructed on the north side of SE 29th Street between Tinker Diagonal and Air Depot Boulevard. This new sidewalk will fill the only sidewalk gap along the project extents. Additionally, there are areas of ADA non-compliance along the corridor that will need to be replaced or modified.

Under the north approach of SE 29th Street and Air Depot Boulevard, there is a known waterline leak. The repair or reconstruction of the waterline will be included as part of the project. To minimize traffic impacts, this work will coincide with the intersection reconstruction of Air Depot Boulevard.

Due to the nature of the project, it is not anticipated that right-of-way will need to be acquired. However, if right-of-way is required, then easements will be acquired using the federally approved process. This will be added as an on needed basis.

PART II - DESIGN CRITERIA

The final construction plans shall be prepared in accordance with current Oklahoma Department of Transportation (ODOT) Roadway Standards & Specifications for Highway Construction. Pedestrian improvements will be designed to be within compliancy of Americans with Disabilities Act (ADA) Guidelines. Any additional specifications or technical provisions required for this project will be prepared by Garver for approval by the City of Midwest City and ODOT.

PART III – DESIGN SERVICES

Task 1 - Topographical Survey

As with all design projects, the accuracy and timely delivery of the topographical survey is a critical element of the project's success. A topographical survey will be conducted along the previously described extents within the present right-of-way.

The topographical survey scope of work (at a minimum) is as follows:

- Survey and Drainage Vicinity Map.
- Horizontal and vertical control referenced to the Oklahoma State Plane Coordinate System and NAVD88, respectively.
- Spot elevations, including but not limited to the following:
 - Existing roadway, driveways, driveway cuts
 - Crown of roadway(s) and associated tapers
 - Drainage swales and open-channel flowlines
 - Building or structure finish floor elevations
- Contour lines and datum at one-foot intervals.
 - Earthen culvert channels within the Right of Way, as applicable.
 - Top of bank / toe of slope, and edge of water surface of ponds.
 - Edge of pavement.
 - Top of curb & gutter
- Utility locations: Sewer size and flow line, water line size, gas line size, available electric service, telephone, and cable locations.
 - Elevation of Storm and Sanitary Sewer Systems showing flowline elevations and pipe alignment
 - Utility owner contact phone numbers.
 - Visible improvements such as utility markers, utility meters, light standards, manholes, valves, fire hydrants, inlets, meters, faces of buildings, mailboxes, fences, signs, culverts, and associated structures.
- Identify the Right of Way of record along the previously described limits.
 - Section lines, $\frac{1}{4}$ section lines, property lines, easements, and rights-of-way of record.
- Other topographical features to be surveyed (not a complete list):
 - General outline of landscaped areas within right-of-way (no details within areas).
 - Trees with trunk sizes within right-of-way (if dense, limits of drip line).
 - Fences, gates, field entrances, drives, mailboxes, structures, canopies, and awnings, etc.
 - Monitoring wells, water wells, septic tanks, buried tank vents and pipeline markers.
- 3D Digital Terrain Model of the existing surface, verified for continuity.
- The deliverables will be a digital CADD file containing the Survey information along with a signed/sealed printed hard copy of the Survey.
 - Dependent on the project schedule of the Engineering design, the Surveyor will coordinate with the Design Engineer on the feasibility of interim submittals.

Task 2 – Geotechnical Engineering

Due to the nature of the existing SE 29th Street pavement, it is recommended that a geotechnical engineering report with pavement rehabilitation recommendations be commissioned to support the Preliminary Design. We anticipate that five (5) pavement cores be drilled in the existing pavement (at locations to be determined by the engineer) to confirm the existing conditions of the pavement and what means or methods of pavement rehabilitation would be required. These five (5) pavements cores will be used in conjunction with the Owner's provided Geotechnical Pavement Report previously provide to the Engineer. Inclusive with the geotechnical report would be pavement typical sections required for a twenty (20) year design life.

The geotechnical engineering scope of work (at a minimum) is as follows:

- Drill five (5) pavement cores of the existing SE 29th Street pavement.
- Conduct laboratory testing of the pavement cores to determine the existing condition of the asphalt and/or concrete pavement.
- Prepare a written report with recommendations as to means and methods of pavement rehabilitation. Likewise, provide a pavement design for both asphalt and Portland Cement (PC) concrete overlay to meet the existing field conditions and provide a twenty (20) year rehabilitated pavement life.

Task 3 – Preliminary Design (30% Complete)

The Preliminary Design phase will represent approximately a 30% level-of-effort of Final Design Documents. The Preliminary Design phase deliverable will include 30% construction plans and estimate. Garver will not begin design on the subsequent submittal until the Preliminary Design deliverable is approved.

Garver anticipates the following sheets will be required for the 30% construction plans:

- Title Sheet
- Location Map Sheet
- Preliminary Typical Sections
- Preliminary Summary of Pay Quantities
- Preliminary Roadway Plan and Profile Sheets
- Preliminary Water Line Plan & Profile Sheet
- Preliminary Water Line Details

A KMZ Google Earth file will be provided to assist ODOT with the any required NEPA environmental studies.

After submitting the Preliminary Design (30% Complete) plans, Garver will attend one (1) design review meeting with the owner to discuss the design progress and any recommended changes suggested by the owner. Meeting minutes will be taken and compiled into a written memorandum documenting the preliminary design and recommended changes.

Deliverables:

- Furnish one (1) PDF copy of the 30% construction plans and 30% construction estimate to each entity for review.

Task 4 – R/W and Utility Submittal (65% Complete)

The R/W and Utility phase will represent approximately a 65% level-of-effort of Final Design Documents. The R/W and Utility phase deliverable will include 65% construction plans and estimate. Garver will not begin design on the subsequent submittal until R/W and Utility deliverable is approved. Garver will incorporate review comments from the 30% phase to develop the 65% phase design.

Garver anticipates the following sheets will be required for the 65% construction plans:

- Title Sheet
- Location Map Sheet
- Typical Sections
- Summary of Pay Quantities
- Geometric Data Sheets
- Roadway Plan and Profile Sheets
- Water Line Plan & Profile Sheet
- Water Line Details
- Cross Sections Sheets
- Preliminary Survey Data Sheets
- Preliminary Traffic Control Details

After submitting the R/W and Utility Submittal (65% Complete) plans, Garver will attend one (1) design review meeting with the owner to discuss the design progress and any recommended changes suggested by the owner. Meeting minutes will be taken and compiled into a written memorandum documenting the current design and recommended changes.

Deliverables:

- Furnish one (1) PDF copy of the 65% construction plans and 65% construction plans estimate to each entity for review.

Task 5 – Final Plans for Review (90% Complete)

The Final Plans for Review phase will represent approximately a 90% level-of-effort of Final Design Documents. The Final Plans for Review phase deliverable will include 90% construction plans and estimate. Garver will not begin design on the subsequent submittal until the Final Plans for Review deliverable is approved. Garver will incorporate review comments from the 65% phase to develop the 90% phase design.

Garver anticipates the following sheets will be required for the 90% construction plans:

- Title Sheet
- Location Map
- Typical Sections
- Summary of Pay Quantity
- Summary of Sheets
- Drainage Map and Design Record
- Storm Water Management Plan
- Erosion Control Sheets
- Geometric Data Sheets
- Roadway Plan and Profile Sheets
- Water Line Plan & Profile Sheet
- Water Line Details
- Removal Sheets
- Structure Detail Sheets
- Survey Data Sheets
- Traffic Control Details
- Signing and Striping Sheets
- Cross Sections Sheets

After submitting the Final Plans Submittal (90% Complete) plans, Garver will attend one (1) design review meeting with the owner to discuss the design progress and any recommended changes suggested by the owner. Meeting minutes will be taken and compiled into a written memorandum documenting the current design and recommended changes.

Deliverables:

- Furnish one (1) PDF copy of the 90% construction plans and 90% construction estimate to each entity for review.

Task 6 – Final PS&E

- Furnish electronic copies of the PS&E Submittal, to each entity which will include final construction plans and estimate, standard details, and construction specifications.
- City and ODOT will be provided with CAD files to be used by the awarded contractor.

WORK NOT INCLUDED

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer. The following items are not included under this agreement but will be considered as Extra Work:

- Easement coordination or easement documents.
- Design of improvements off-site or beyond scope extents.
- Redesign for the Owner's convenience or due to changed conditions after previous direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- Additional meetings beyond those identified in the scope.
- Bidding Services
- Construction Administration Services

In addition to those obligations set forth in the Agreement, Owner shall:

- Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations.
- Obtain the necessary lands, easements, and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement.
- Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- Furnish Garver any record plats for the project property.
- Pay all plan review and advertising costs in connection with the project.
- Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

PROJECT SCHEDULE

MILESTONE SUBMITTALS	ANTICIPATED COMPLETION DATE
Task 1 - Topographical Survey	January 2024
Task 2 – Geotechnical Engineering	January 2024
Task 3 – Preliminary Design (30% Complete)	March 2024
Owner Review 30%	March 2024
Task 4 – (R/W and Utility Submittal) (65% Complete)	May 2024
Owner Review 65%	June 2024
Task 5 – Final Plans for Review (90% Complete)	August 2024
Owner Review 90%	September 2024
Task 6 – Final PS&E	October 2024

**ATTACHMENT B
SCHEDULE OF FEES**

Design Services	Fee Type	Fee Amount
Task 1 – Topographical Survey	Lump Sum	\$ 43,575.00
Task 2 – Geotechnical Design	Lump Sum	\$ 5,250.00
Task 3 – Preliminary Design	Lump Sum	\$ 79,478.00
Task 4 – R/W and Utility Submittal	Lump Sum	\$ 69,671.00
Task 5– Final Plans for Review	Lump Sum	\$ 122,312.00
Task 6 – PS&E Submittal	Lump Sum	\$ 7,218.00
TOTAL COMPENSATION		\$ 327,504.00

The table above presents a summary of the fee amounts and types for this Agreement. The lump sum amount to be paid under this Agreement is \$327,504.00.

**ATTACHMENT C
PROJECT TEAM
(PROPRITARY INFORMATION)**

Garver, LLC

Please do not use multiple tables. Combine all subs in ONE TABLE only.

Name, Telephone Number, Fax, Cell Phone Number and E-Mail Address	Key Personnel Classification	Performance Characteristics (Job Description)	Primary Location Where Work Will Be Completed (Physical Address)
J. Bret Cabbiness, PE 405.928.6331 JBCabbiness@GarverUSA.com	Sr. Project Manager II (E-6)	Principal In Charge	Moore, OK
Kevin Moore, PE KMMoore@GarverUSA.com	Sr. Project Manager I (E-5)	QA/QC	Moore, OK
Brett Moran, PE BDMoran@GarverUSA.com	Sr. Project Engineer (E-3)	Project Engineer	Moore, OK
John Strahorn, EI JMStrahorn@GarverUSA.com	Project Engineer (E-2)	Project Engineer	Moore, OK
Joe Taylor JATaylor@GarverUSA.com	CADD Tech (T-2)	CADD Tech	Moore, OK
Melissa Corrick JTRundle@GarverUSA.com	CADD Tech (T-1)	CADD Tech	Moore, OK
Kirsten McCollough, AICP, RPA KJMccullough@GarverUSA.com	Environmental Specialist IV (ES6)	Environmental Project Manager	Tulsa OK
Claire McKinney, PE CEMckinney@GarverUSA.com	Project Manager (E-4)	Traffic Engineer	Frisco, Texas
Jeff Rundle, PE JTRundle@GarverUSA.com	Sr. Project Engineer (E-3)	Structural Engineer	Oklahoma City, OK

**ATTACHMENT C
SUB-CONSULTANT PARTICIPATION
(PROPRITARY INFORMATION)**

Garver, LLC

FIRST TIER SUB-CONSULTANT PARTICIPATION					
The table presents the following sub-consultant participants in this offer and any resulting contract.					
Name of Business Address where work will be performed	Type of Work to be performed, Project Component, Job Piece No., Project Component Job No.	Estimated Fees	Method of Compensation	Local Business (Y or N)	DBE (Y or N)
Elevation Land Surveying	Land Surveying	42,745	Lump Sum	Y	N
Terracon	Geotechnical Engineering	TBD	Lump Sum	Y	N

Submitted by: J. Bret Cabiness, PE

Date: 12/12/2023

Total Contract Value: _____

D.B.E. Goal: 00%

**ATTACHMENT C
APPROVED HOURLY AND OVERHEAD RATES
(PROPRITARY INFORMATION)**

Garver, LLC

Please do not use multiple tables. Combine all subs in ONE TABLE only.

Personnel Classification	Average Hourly Wage Rate	Approved Rate Multiplier	Approved Hourly Rate
GARVER, LLC			
Senior Project Manager II (E6)	\$99.00	3.26	\$322.74
Senior Project Manager I (E5)	\$79.00	3.26	\$257.54
Project Manager (E4)	\$64.25	3.26	\$209.46
Sr. Project Engineer (E3)	\$56.00	3.26	\$182.56
Project Engineer (E2)	\$50.00	3.26	\$163.00
Design Engineer (E1)	\$40.50	3.26	\$132.03
Environmental Specialist VI	\$94.00	3.26	\$306.44
Environmental Specialist V	\$84.00	3.26	\$273.84
Environmental Specialist IV	\$61.75	3.26	\$201.31
Environmental Specialist III	\$50.75	3.26	\$165.45
Environmental Specialist II	\$45.00	3.26	\$146.70
Environmental Specialist I	\$31.50	3.26	\$102.69
Designer III (D3)	\$52.00	3.26	\$169.52
Designer II (D2)	\$43.75	3.26	\$142.63
Designer I (D1)	\$37.50	3.26	\$122.25
Technician III (T3)	\$45.75	3.26	\$149.15
Technician II (T2)	\$36.00	3.26	\$117.36
Technician I (T1)	\$30.50	3.26	\$99.43
Constr. Observer III (C3)	\$57.25	3.26	\$186.64
Constr. Observer II (C2)	\$44.75	3.26	\$145.89
Constr. Observer I (C1)	\$34.00	3.26	\$110.84
Resource Specialist III	\$61.00	3.26	\$198.86
Resource Specialist I	\$31.00	3.26	\$101.06
Admin. IV	\$54.50	3.26	\$177.67
Admin. III	\$42.00	3.26	\$136.92
Admin. II	\$33.25	3.26	\$108.40
Admin. I	\$23.00	3.26	\$74.98
Mileage		Current Govt. Rates	
Travel Expenses (Lodging, Per Diem)		Current Govt. Rates	
Miscellaneous Project Expenses		At Cost as Approved by ODOT	



NEW BUSINESS/
PUBLIC DISCUSSION

