



CITY OF MIDWEST CITY MEETINGS FOR AUGUST 22, 2023

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

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

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

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

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

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

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



CITY OF MIDWEST CITY COUNCIL AGENDA

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

August 22, 2023 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Rick Dawkins

Ward 4 Sean Reed

Ward 5 Sara Bana

Ward 6 Rick Favors




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 Council Member Sara Bana
-  Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any Council member 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 approving the July 25, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: General Gov't Sales Tax Fund, expenditures/City Manager (01) \$26,341; expenditures/Personnel (03) \$12,474; expenditures/Community Development (05) \$356,404; expenditures/Park & Rec (06) \$30,358; expenditures/Street (09) \$326,258; expenditures/Animal Welfare (10) \$36,000; expenditures/General Gov't (14) \$546,406; expenditures/Neighborhood Svcs (15) \$7,000; expenditures/I.T. (16) \$115,086; expenditures/Swimming Pools (19) \$12,914; expenditures/ Communications (20) \$6,000; expenditures/Senior Center (55) \$109,087. Street & Alley Fund, expenditures/Street (09) \$243,142. Technology Fund, expenditures/General Gov't (14) \$66,408. Street Light Fee Fund, expenditures/General Gov's (14) \$80,000. Reimbursed Projects Fund, expenditures/Community Development (05) \$50,000; expenditures/Park & Recreation (06) \$40,985; expenditures/Street (09) \$74,000; expenditures/Animal Welfare (10) \$144; expenditures/General Gov't (14) \$6,996; expenditures/Neighborhood Services (15) \$277; expenditures/MWC Parks (23) \$57,416; expenditures/Engineering & Const Svcs (24) \$64,429; expenditures/John Conrad Regional Golf (47) \$100,000. Police Capitalization Fund, expenditures/Police Department (62) \$497,289. Police State Seizures Fund, expenditures/Police Department (62) \$4,530. Special Police Projects Fund, expenditures/Police Department (62) \$2,142. Jail Fund, expenditures/Police

Department (62) \$9,414. Fire Capitalization Fund, expenditures/Fire Department (64) \$473,053. MWC Welcome Center Fund, expenditures/Tourism (74) \$46,000. Dedicated Tax 2012 Fund, expenditures/Park & Rec (06) \$232,273; expenditures/Street (09) \$172,932; expenditures/Parks (23) \$539,355; expenditures/Streets (66) \$188,704; expenditures/Economic (87) \$73,452. Emergency Oper Fund, expenditures/Emergency Oper Fund (21) \$76,410. Public Works Fund, expenditures/Public Works (30) \$231,111. Fleet Fund, expenditures/Fleet (25) \$346,536. Surplus Property Fund, expenditures/Surplus Property (26) \$3,375. Activity Fund, expenditures/Recreation (78) \$24,811. Park & Recreation Fund, expenditures/Park & Rec (06) \$172,321; expenditures/MWC Parks (23) \$100,000. CDBG Fund, expenditures/Grants Management (39) \$102,546. Grant Fund, expenditures/Emergency Oper Fund (21) \$8,936; expenditures/Capital Improvements (57) \$150,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$939,290. Downtown Redevelopment Fund, expenditures/29th Street (92) \$349,088. Animals Best Friend Fund, expenditures/Animal Welfare (10) \$6,513. 2002 G.O. Street Bond Fund, expenditures/Street Bond (69) \$66,045. 2018 Election GO Bonds Fund, expenditures/Park & Rec (06) \$30,349; expenditures/Street (09) \$4,212,201; expenditures/Animal Welfare (10) \$1,124; expenditures/General Gov't (14) \$1,548,588; expenditures/Fire (64) \$13,929; expenditures/29th Street (92) \$24,041. 2018 Election GO Bonds – Proprietary Fund, expenditures/JC Regional Golf (47) \$1,632. 2022 Issue G.O. Bond Fund, expenditures/MWC Fire Department (64) \$1,212,875. (Finance - T. Cromar)

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Improvements Fund, revenue/Miscellaneous (00) \$5,110; expenditures/Capital Improvements (57) \$5,110. Police Fund, expenditures/Police (62) \$55,662. Grants Fund, revenue/Intergovernmental (21) \$10,000; expenditures/ Transfers Out (21) \$10,000; revenue/Intergovernmental (41) \$59,531; expenditures/Transfers Out (41) \$59,531; revenue /Intergovernmental (57) \$500,000; revenue/Intergovernmental (62) \$64,677; revenue/Transfers In (62) \$1,268; expenditures/ Police (62) \$53,043. Emergency Operations Fund, revenue/Transfers In (00) \$10,000. Police Impound Fees Fund, expenditures/ Transfers Out (62) \$1,268. 2018 Election G.O. Bond Fund, expenditures/Street (09) \$10,000. (Finance - T. Cromar)
4. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055230312 from the State Department of Environmental Quality for the S.E. 29th Street and Douglas Boulevard Apartments, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
5. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230311 from the State Department of Environmental Quality for the S.E. 29th Street and Douglas Boulevard Apartments, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)

6. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055220681 from the State Department of Environmental Quality for the subdivision Turtlewood 7th Addition, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
7. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055220680 from the State Department of Environmental Quality for the subdivision Turtlewood 7th Addition, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
8. (TS-451) Discussion, consideration, and possible action of recommending the installation of NO PARKING signs along and underneath the I-40 overpass at Sooner Road. (Engineering & Construction Services - P. Menefee)
9. Discussion, consideration, and possible action of approving Change Order #04 with the Oklahoma Department of Transportation for TAP-255D(510)AG, State Job Number 33269(04), Rail with Trail for \$97,359.49. (Engineering & Construction Services - B. Bundy)
10. Discussion, consideration, and possible action of accepting a Permanent Utility Easement for the construction of a public sanitary sewer main extension located adjacent to the north side of the S.E. 29th Street Apartments. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Engineering & Construction Services - P. Menefee)
11. Discussion, consideration, and possible action of awarding a bid and entering into a contract for the Well 24 Watermain Relocation Hidden Creek Golf Course at 3210 Belaire Drive with Jam Construction, for a total amount of \$176,750. City Council delegates the Mayor to sign and execute the contract. (Engineering & Construction Services - P. Menefee)
12. Discussion, consideration, and possible action to approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for the repaving and rehabilitation of Jim White Drive, Midwest City, Oklahoma at an estimated cost for the City of \$185,272.85. (Engineering & Construction Services - P. Menefee)
13. Discussion, consideration and possible action of approving a FY 23-24 agreement for transit service in the amount of \$219,013 with the Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City. (Grants Management - T. Craft)
14. Discussion, consideration, and possible action of amending Ordinance Number 3493, for PC-2122 due to a scrivener's error. (City Attorney - D. Maisch)

15. Discussion, consideration, and possible action of appointing Mrs. Avis Bonner to the Midwest City Historical Society as the Ward 5 representative for a three-year term ending August 18, 2026. (City Manager - T. Lyon)
16. Discussion, consideration, and possible action of appointing Mr. Marcus Hayes to the Midwest City Arts Council as the Ward 5 representative for a three-year term ending August 18, 2026. (City Manager - T. Lyon)
17. Discussion, consideration, and possible action of declaring city vehicle 42-02-24, a 2021 Chevrolet Colorado, VIN number 1GCGSBEAXM1101746 with total loss value of \$27,345.00 minus our \$500 deductible for a total of \$26,845.00, surplus to OMAG. (Risk Management - D. Walker)

D. DISCUSSION ITEMS.

1. Public Hearing, discussion, consideration, possible action, to provide information and answer questions, pursuant to Title 62, Section 859 of the Oklahoma Statutes regarding the amendment to the provisions of the Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (“Increment District Number Three”): (i) to provide \$450,000 in development financing assistance to American Glass, Inc. (“AGI”) in connection with the development of a new headquarters and manufacturing facility to be located in the Soldier Creek Industrial Park, 7450 NE 23rd Street; (ii) to provide funds in the amount of \$5,600,000 for the construction of utility improvements to serve the 102,488 square foot Centrillum Protein Plant, located at approximately 7210 NE 36th Street with such facilities to be operated by Centrillum Protein, Inc. an Oklahoma corporation (“Centrillum”); (iii) to provide funding for rail line improvements in the amount of \$3,000,000 to serve the Centrillum site and reduce its cost of interstate transport and to serve the Soldier Creek Industrial Park and the AGI site; and (iv) to fund \$750,000 for public improvement projects in the NE 23rd Street corridor. (Economic Development - R. Coleman)
2. (PC-2149) Tabled from the July 25, 2023 City Council Meeting, public hearing, discussion, consideration, and possible action of approval of the Replat of all of Lots 3 & 4 in Block 1 of Friendly Acres Addition, being more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma County, Oklahoma. (Community Development- E. Richey)
3. (PC-2144) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“R-MH-2”) and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD) to Manufactured Home (“MH”), for the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma 73110. (Community Development- E. Richey)
4. (PC-2151) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Office/Retail (“OR”) to Medium Density Residential Land Use (“RMD); and an ordinance to redistrict from Restricted Commercial District (“C-1”) to Medium Density Residential (“R-MD”), for the property described as a part of the Southeast Quarter (SE ¼) of Section Thirty-Five

(35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as Kanaly 2nd Douglas BL Addition; Block 2; Lots 5, 6, 7, and 8. (Community Development- E. Richey)

5. Discussion, consideration, and possible action approving the Integrated Supply Agreement with NAPA for onsite turnkey vehicle and equipment parts operation for FY 23-24 with optional annual renewal for four (4) additional one-year periods at an approximate yearly cost of \$900,000. (D. Maisch – City Attorney).
 6. Discussion, consideration, and possible action of amendment #2 for Professional Services with Freese and Nichols, Inc. in the amount of \$102,645 to provide services to further the Assessment of the Current Sanitary Sewer System – Future Capacity Needs – Phase 1. (Engineering & Construction Services - B. Bundy)
 7. Discussion, consideration, and possible action of a resolution to declare a moratorium for new construction and new development that will connect to the Midwest City Wastewater Collection System that serves a portion of the East side of Midwest City. (D. Maisch – City Attorney).
- E. 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 Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
- F. FURTHER INFORMATION.
1. Review of the City Manager's Report for the month of July 2023. (Finance - T. Cromar)
 2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for June 2023. (Human Resources - T. Bradley)
 3. Further information concerning policies and procedures adopted by the Traffic and Safety Commission (TS-450) for accepting applications pursuant to Ordinance Sec. 2-100 – Powers and duties (of Traffic and Safety Commission). (Engineering & Construction Services - P. Menefee)
 4. Review of the July 5, 2023 Planning Commission Meeting Minutes. (Community Development - E. Richey)
 5. Monthly Residential and Commercial Building report for July 2023 Building Report (Engineering & Construction Services—B. Bundy)

- [6.](#) Further information of the sealed engineering report of the Assessment of the Current Sanitary Sewer System – Future Capacity Needs – Phase 1. (Engineering & Construction Services - B. Bundy)

G. ADJOURNMENT.



CONSENT AGENDA



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

City of Midwest City Council Minutes

July 25, 2023

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

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

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

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Councilmember Ward 4 Sean Reed. Mayor Dukes presented Proclamations and City Manager Lyon presented plaque to: Retirees: Police Captain Roger Ross and Sr. Firefighter Jeffrey Hughes. Lyon made community-related announcements and comments.

DISCUSSION ITEMS.

Bana made a motion to move to Executive Session. Motion died for a lack of a second.

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

After Council discussion, Reed made a motion to approve appointment of Rick Dawkins, seconded by Byrne. Voting Aye: Eads, Bryne, Reed, Favors and Dukes. Nay: Bana. Motion Carried.

SWEARING-IN CEREMONY.

1. Swearing in of the temporary Ward 3 Council member. Mayor swore in Rick Dawkins.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with the exception of Items 17 and 18, seconded by Reed. Voting Aye: Eads, Bryne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

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

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: General Fund, expenditures/Swimming Pools (19) \$37,038. Hotel-Motel Tax Fund, revenues/Taxes (00) \$1,307; expenditures/Transfers Out (87) \$1,307. Park & Recreation Fund, revenues/Transfers In (00) \$183. Conv/Visitors Bureau Fund, revenues/Transfers IN (00) \$731. MWC Welcome Center Fund, revenues/Transfers In (00) \$393. Municipal Court Fund, revenues/Investment Interest (00) \$194; expenditures/Transfers Out (00) \$194. General Fund, revenues/Transfers In (00) \$194. G. O. Debt Services Fund, revenues/Investment Interest (00) \$189; expenditures/Transfers Out (00) \$189. 2018 Election GO Bonds Fund, revenues/Transfers In (00) \$189.
4. Discussion, consideration and possible action of approving Resolution 2023-19 to notify the public of the publication of the most recent supplement, Supplement 18, dated June 2023 to the Midwest City Code of Ordinances and to ratify all previous supplements and codifications.
5. Discussion, consideration and possible action of approving Resolution 2023-18 for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budgets for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments cancelled at the close of day June 30, 2023.
6. Discussion, consideration, and possible action regarding the approval of a Medical Retirement Application made by Employee 2562 through the Oklahoma Municipal Retirement Fund (OkMRF).
7. Discussion, consideration and possible action of accepting a report from the Midwest City Urban Renewal Authority for Fiscal Year 2022 - 2023.
8. Discussion, consideration, and possible action of approving the purchase of Microsoft licensing with Softchoice Corporation, which holds the Oklahoma Statewide Contract for Microsoft Software Products/Services # SW1079, in the amount of \$136,242.
9. Discussion, consideration, and possible action of entering into an agreement with Psycho Taco OKC, LLC to lease 2425 S Douglas Boulevard for \$1600 per month.
10. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230351 from the State Department of Environmental Quality for the Hidden Creek 9-hole golf course located at 3210 Belaire Drive, Midwest City, Oklahoma.
11. Discussion, consideration, and possible action of approving Change Order #02 for - \$3,370.70 with Oklahoma Department of Transportation for TAP-255D(326)AG, State Job Number 31433(04), Midwest City Elementary School Connector Trail.
12. Discussion, consideration, and possible action of approving Change Order #03 with the Oklahoma Department of Transportation for TAP-255D(510)AG, State Job Number 33269(04), Rail with Trail for \$0.00.

13. Discussion, consideration, and possible action of the granting of a Permanent Easement covering a sanitary sewer extension to the City of Oklahoma City for the Midwest City Sports Complex located at 9300 S.E. 29th Street located in the corporate limits of the City of Oklahoma City.
14. Discussion, consideration, and possible action of the revision of Ordinance 3482 and Resolution 2022-10 concerning an error in the legal description outlining PC-2113's rezoning boundary for the proposed S.E. 29th Street Apartments located at 9309 S.E. 29th Street located in the corporate limits of the City of Midwest City.
15. Discussion, consideration, and possible action of approving Resolution 2023-20 to 1) establish a new Midwest City Arts Council for the purpose of enhancing our cultural diversity and talent by stimulating public interest in the arts, promoting knowledge and appreciation of different expressions of art forms, and supporting Midwest City artists; and 2) establishing membership; and 3) establishing staggering terms.
16. Discussion, consideration, and possible action of approving Resolution 2023-21 to 1) establishing a Midwest City Historical Society dedicated to preserving, collecting, researching, and interpreting historical information or items regarding Midwest City as a way to help future generations understand their heritage; 2) establishing membership; and 3) establishing staggering terms.
19. Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.
- 17. Discussion, consideration, and possible action of reappointing Jack Fry and Sherry Beard to the Urban Renewal Authority for a three-year term ending July 31, 2026.**

After Council discussion, Reed made a motion to approve the reappointments, seconded by Byrne. Voting Aye: Eads, Bryne, Dawkins, Reed, Favors and Dukes. Nay: Bana. Motion Carried.

- 18. Discussion, consideration and possible action of reappointing Tammy Pote, Ward 2; Scott Young, Ward 4; and Elaine Winterink, Ward 6 to the Citizens' Advisory Committee on Housing and Community Development for additional four-year terms ending August 12, 2027.**

After Council discussion, Eads made a motion to approve the reappointments, seconded by Reed. Voting Aye: Eads, Dawkins, Bryne, Reed, Favors and Dukes. Nay: Bana. Motion Carried.

DISCUSSION ITEMS CONTINUED.

- 2. Discussion, consideration, and possible action of accepting the Plan Report for the Eastside Sanitary Sewer Study from Freese and Nichols Inc.**

Clay Herndon of Freese and Nichols Inc. presented information. Bundy, Streets, and Lyon addressed Council. After discussion, Byrne made a motion to accept, seconded by Bana. Voting Aye: Eads, Bryne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

- 3. Discussion, consideration, and possible action of approving Amendment #2 for Professional Services with Freese and Nichols, Inc. in the amount of \$71,776 to provide services in support of the Eastside Sanitary Sewer Study.**

TAKE NO ACTION

Council took a Recess at 7:03 PM and returned at 7:11 PM. Bana returned at 7:12 PM.

- 4. (PC-2149) Public hearing, discussion, consideration, and possible action of approval of the Replat of all of Lots 3 & 4 in Block 1 of Friendly Acres Addition, being more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma County, Oklahoma.**

Applicant, Mr. Funderburgh, Richey, Bundy, Maisch, and Lyon addressed Council. After discussion, Eads made motion to table and proceed as discussion, seconded by Bana. Voting Aye: Eads, Bryne, Reed, Bana and Dukes. Nay: Favors. Abstain: Dawkins. Motion Carried.

- 5. (PC-2142) Public hearing, discussion, consideration, and possible action of a resolution for a Special Use Permit to allow for the use of a Group Care Facility as defined in 4.31.14. found in the City of Midwest City's Code of Ordinances for the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 106 W. Michael Drive, Midwest City, OK.**

Richey, Applicants, Athena and Joey Parker of 106 N Michael Dr., Linda Nolen of 108 W Michael, Patricia Anderson of 112 W Michael, Geraldine Gardner of 109 W Michael, Christine Price-Allen of 110 Windsor Way, and Maisch addressed the council. After discussion, Eads made motion to approve Resolution 2023-22, seconded by Byrne. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Abstain: Dawkins.

Recessed At 8:05 PM and Reconvened at 8:14 PM.

- 6. (PC-2143) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from C-3, Community Commercial District to C-3, Community Commercial District with a Special Use Permit to allow for the use of a Drinking Establishment: Sit-Down, Alcoholic Beverages Permitted as defined in 4.4.22. found in the City of Midwest City's Code of Ordinances, and a resolution to amend the Comprehensive Plan from OR, Office/Retail to COM, Commercial for the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 7901 NE 10th Street Suite A209, Midwest City, Oklahoma 73110.**

Applicant, Cheryl Jackson of 1417 NE 26th, addressed the council. Dukes had questions. After discussion Reed made a motion to deny, seconded by Byrne. Voting Aye: Eads, Byrne, Reed, Bana, Favors and Dukes. Nay: none. Abstain: Dawkins. Motion Carried.

7. (PC-2144) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“R-MH-2”) and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD) to Manufactured Home (“MH”), for the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma 73110.

TAKE NO ACTION.

8. (PC-2145) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development (“PUD”) governed by Medium Density Residential District (“R-MD”) to Community Commercial District (“C-3”); and consideration for a resolution to amend the Comprehensive Plan from Office/Retail (“OR”) to Commercial (“COM”), for the property described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00° 36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING.

TAKE NO ACTION

9. (PC-2146) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Glenhaven described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two West of the Indian Meridian in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING.

TAKE NO ACTION

10. (PC-2147) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Urban Edge for the property described as the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, also addressed as 8610 - 8620 - 8700 E. Main St., Midwest City, OK 73130.

Richey addressed Council. After discussion, Byrne made a motion to approve the preliminary plat, seconded Bana. Voting Aye: Eads, Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Abstain: Dawkins

11. **(PC-2148) Public hearing, discussion, consideration, and possible action of approval of the Final Plat of 29th & Douglas Apartments described as a tract of land being a part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma.**

Rob Garrett, representative for the applicant, and Richey addressed the council. After discussion, Byrne made a motion to approve the final plat, seconded by Eads. Voting aye: Eads, Bryne, Reed, Bana, Favors and Dukes. Nay: none. Abstain: Dawkins. Motion Carried

At 8:33 PM Bana left her chair but remained in Chambers. Returned to chair at 8:34 PM.

12. **(PC-2150) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Community Commercial District (“C-3”) to Medium-Density Residential (“R-MD”) and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Medium-Density Residential (“MDR”) For the property described as a part of the Southwest Quarter (SW ¼) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 227 W. Fairchild Dr., Midwest City, Oklahoma 73110.**

Applicant, Mr. Ali Sahli, and Richey addressed the Council. After discussion, Byrne made a motion to approve Ordinance 3518 and Resolution 2023-23, seconded by Eads. Voting Aye: Eads, Byrne, Reed, Bana, Favors and Dukes. Nay: none. Abstain: Dawkins. Motion Carried.

13. **Discussion, consideration, and possible action of an ordinance repealing and placing into reserve Midwest City Municipal Code, Chapter 4, Air Pollution, Article I, In General, Sections 4-1 through 4-21, Article II, Variances, 4-31 through 4-34 and 4-41 through 4-46; and providing for repealer and severability.**

Reed made a motion to approve Ordinance 3519, seconded by Favors. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

14. **Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 5 Alcoholic Beverages, Article IV, Occupational Tax, Sections 5-124, Application for certificate of compliance; Investigation, 5-125, Issuance of certificate of zoning and certificate of compliance; and providing for repealer and severability.**

Bana addressed Council. After discussion, Bana made a motion to approve Ordinance 3520, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

15. **Discussion, consideration, and possible action of amending Midwest City Municipal Code, Chapter 7 Amusements, Article IV, Circuses and Carnivals, Section 7-51, Health regulations; and providing for repealer and severability.**

Bana made a motion to approve Ordinance 3521, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

16. Discussion, consideration, and possible action of amending Midwest City Municipal Code, Chapter 9, Building and Building Regulations, Article III, Building Code, Section 9-34, Code Amended, Paragraph 118.0, Certificate of Occupancy; and providing for repealer and severability.

Bana made a motion to approve Ordinance 3522, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

17. Discussion, consideration, and possible action of amending an ordinance of the Midwest City Municipal Code, Chapter 15 Fire Protection and Prevention, Article IV, Opening Burning, Section 15-109, Commercial open burning; and providing for repealer and severability.

Eads made a motion to approve Ordinance 3523, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

18. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 16 Food and Food Handlers, Article I, In General, Sections 16-2, Food service sanitation manual; 16-5, Sanitary regulations for factories; and Section 16-6, Sterilizing equipment required; providing repealer and severability.

Eads made a motion to approve Ordinance 3524, seconded by Favors. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

19. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-2, Permit, authority for commercial haulers; Section 18-3, Compliance with landfill regulations; creating hazards; Article II, Municipal Collection and Disposal Service, Section 18-26, Sanitation containers at commercial establishments; and providing for repealer and severability.

Eads made a motion to approve Ordinance 3525, seconded by Byrne. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

20. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 19, Health and Sanitation; repealing and placing into reserve Section 19-1, Health Department; and providing for repealer and severability.

Eads made motion to approve Ordinance 3526, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

21. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article I, In General, Section 23-1, Definitions; Section 23-3, Notice of violations; Section 23-5, Reinspection of conditions; Section 23-6, Inspection of parks authorized; Section 23-9, Written order to be given after hearing; Section 23-11, Hearing authorized when permit denied, suspended, etc.; Section 23-12, Health or inspection officer may take immediate action when emergency exists; Article II, Licenses and Permits, Section 23-25, Application; Section 23-31, Renewal applications; contents; Article IV, Manufactured

Home and Travel Trailer Park Regulations, Division I, Generally, Section 23-93, Wrecked or Damaged Homes not to be kept in Parks; and providing for repealer and severability.

Maisch addressed Council. After discussion, Eads made a motion to approve Ordinance 3527, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

22. **Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 31, Health Care Facilities, Article III, Massage, Division 1, In General, Section 31-105, Approval or denial; Division 2, Massage Establishment License, Section 31-113, Facilities and equipment; Division 3, Massage Therapist License, Section 31-131, Application; Division 4, Operating Requirements, Section 31-152, Requirements for cubicles, booth, etc.; and providing for repealer and severability.**

Bana made a motion to approve Ordinance 3528, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

23. **Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article I, In General, Section 32-3, Exceptions for veterans and nonprofit organizations; Section 32-4, Duty of police to enforce; Section 32-5, Loud noises and speaking devices; Article II, Permit, Section 32-21, Required, Section 32-25, Fees; health certificates; Article III, Foodstuffs, Section 32-51, Inspections by health department; Section 32-52, Condemning unwholesome food; Article V, Special Events, Section 32-83, Special events defined; Section 32-88, Exemptions; Section 32-95, Health regulations; and providing for repealer and severability.**

Maisch, addressed the council. After discussion, Eads made a motion to approve Ordinance 3529, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Favors, and Dukes. Nay: Bana. Motion Carried.

24. **Discussion, consideration, and possible action of approving the annual review of the water meter schedule of fees as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc.**

Streets addressed Council. After discussion, Bana made a motion to approve the annual fees, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

25. **Discussion, consideration, and possible action of approving amendments to the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-17, Elected Official Accountability Act and Ethics Policy; and providing for repealer, severability and emergency.**

TAKE NO ACTION

26. Public hearing with discussion, consideration, and possible action regarding an appeal filed by the owner of the property located at 1905 Albert Drive for the notice and order for “Tall Grass and Weeds”.

Stroh, Elka Causey of 1905 Albert Dr., and Maisch addressed the Council. After discussion, Byrne made a motion to deny appeal, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

The following people addressed the Council:

Russell Reed of 551 E Harman Dr, Collin Walkie of 100 N Broadway , Suite 2900, Tim Taylor of 10113 Park Dr., Marc Thompson of 212 Country Club Ter, and John Brewer of 3115 N Glenhaven Dr.

*At 9:35 PM Reed, Eads, and Bana left meeting. At 9:36 PM Reed returned.

At 9:38 PM Reed made a motion to recess, seconded by Byrne. Voting Aye: Byrne, Dawkins, Reed, Favors and Dukes. Absent: Eads and Bana.

At 10:16 PM Eads and Bana returned.

At 10:16 PM Reed made a motion to reconvene, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes.

EXECUTIVE SESSION.

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

10:17 PM Eads made a motion to enter into Executive Session, seconded by Favors. Voting Aye: Eads, Bryne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none.

10:41 PM Reed made a motion to return to Open Session, seconded by Eads. Voting Aye: Eads, Bryne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none.

NO ACTION NEEDED.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 10:41 PM.

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: August 22, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: General Gov't Sales Tax Fund, expenditures/City Manager (01) \$26,341; expenditures/Personnel (03) \$12,474; expenditures/Community Development (05) \$356,404; expenditures/Park & Rec (06) \$30,358; expenditures/Street (09) \$326,258; expenditures/Animal Welfare (10) \$36,000; expenditures/General Gov't (14) \$546,406; expenditures/Neighborhood Svcs (15) \$7,000; expenditures/I.T. (16) \$115,086; expenditures/Swimming Pools (19) \$12,914; expenditures/Communications (20) \$6,000; expenditures/Senior Center (55) \$109,087. Street & Alley Fund, expenditures/Street (09) \$243,142. Technology Fund, expenditures/General Gov't (14) \$66,408. Street Light Fee Fund, expenditures/General Gov's (14) \$80,000. Reimbursed Projects Fund, expenditures/Community Development (05) \$50,000; expenditures/Park & Recreation (06) \$40,985; expenditures/Street (09) \$74,000; expenditures/Animal Welfare (10) \$144; expenditures/General Gov't (14) \$6,996; expenditures/Neighborhood Services (15) \$277; expenditures/MWC Parks (23) \$57,416; expenditures/Engineering & Const Svcs (24) \$64,429; expenditures/John Conrad Regional Golf (47) \$100,000. Police Capitalization Fund, expenditures/Police Department (62) \$497,289. Police State Seizures Fund, expenditures/Police Department (62) \$4,530. Special Police Projects Fund, expenditures/Police Department (62) \$2,142. Jail Fund, expenditures/Police Department (62) \$9,414. Fire Capitalization Fund, expenditures/Fire Department (64) \$473,053. MWC Welcome Center Fund, expenditures/Tourism (74) \$46,000. Dedicated Tax 2012 Fund, expenditures/Park & Rec (06) \$232,273; expenditures/Street (09) \$172,932; expenditures/Parks (23) \$539,355; expenditures/Streets (66) \$188,704; expenditures/Economic (87) \$73,452. Emergency Oper Fund, expenditures/Emergency Oper Fund (21) \$76,410. Public Works Fund, expenditures/Public Works (30) \$231,111. Fleet Fund, expenditures/Fleet (25) \$346,536. Surplus Property Fund, expenditures/Surplus Property (26) \$3,375. Activity Fund, expenditures/Recreation (78) \$24,811. Park & Recreation Fund, expenditures/Park & Rec (06) \$172,321; expenditures/MWC Parks (23) \$100,000. CDBG Fund, expenditures/Grants Management (39) \$102,546. Grant Fund, expenditures/Emergency Oper Fund (21) \$8,936; expenditures/Capital Improvements (57) \$150,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$939,290. Downtown Redevelopment Fund, expenditures/29th Street (92) \$349,088. Animals Best Friend Fund, expenditures/Animal Welfare (10) \$6,513. 2002 G.O. Street Bond Fund, expenditures/Street Bond (69) \$66,045. 2018 Election GO Bonds Fund,

expenditures/Park & Rec (06) \$30,349; expenditures/Street (09) \$4,212,201; expenditures/Animal Welfare (10) \$1,124; expenditures/General Gov't (14) \$1,548,588; expenditures/Fire (64) \$13,929; expenditures/29th Street (92) \$24,041. 2018 Election GO Bonds – Proprietary Fund, expenditures/JC Regional Golf (47) \$1,632. 2022 Issue G.O. Bond Fund, expenditures/MWC Fire Department (64) \$1,212,875.

The first through twenty-seventh supplements are needed to roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
August 22, 2023

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
01	City Manager			26,341	
03	Personnel			12,474	
05	Community Development			356,404	
06	Park & Rec			30,358	
09	Street			326,258	
10	Animal Welfare			36,000	
14	General Gov't			546,406	
15	Neighborhood Svcs			7,000	
16	I.T.			115,086	
19	Swimming Pools			12,914	
20	Communications			6,000	
55	Senior Center			109,087	
		0	0	1,584,328	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
09	Street			243,142	
		0	0	243,142	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund TECHNOLOGY (014)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
14	General Gov't			66,408	
		0	0	66,408	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund STREET LIGHT FEE (015)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
14	General Gov't			80,000	
		0	0	80,000	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS
August 22, 2023

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Community Development			50,000	
06	Park & Recreation			40,985	
09	Street Department			74,000	
10	Animal Welfare			144	
14	General Gov't			6,996	
15	Neighborhood Services			277	
23	MWC Parks			57,416	
24	Engineering & Const Svcs			64,429	
47	John Conrad Regional Golf			100,000	
		<u>0</u>	<u>0</u>	<u>394,247</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police Department			497,289	
		<u>0</u>	<u>0</u>	<u>497,289</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund POLICE STATE SEIZURES (030)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police Department			4,530	
		<u>0</u>	<u>0</u>	<u>4,530</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund SPECIAL POLICE PROJECTS (031)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police Department			2,142	
		<u>0</u>	<u>0</u>	<u>2,142</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS
August 22, 2023

Fund JAIL (036)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
62	Police Department			9,414	
		0	0	9,414	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund FIRE CAPITALIZATION (041)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
64	Fire Department			473,053	
		0	0	473,053	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund MWC WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
74	Tourism			46,000	
		0	0	46,000	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
06	Park & Recreation			232,273	
09	Street Department			172,932	
23	MWC Parks			539,355	
66	Streets			188,704	
87	Economic			73,452	
		0	0	1,206,716	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS
August 22, 2023

Fund EMERGENCY OPER FUND (070)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
21	Emergency Oper Fund			76,410	
		0	0	76,410	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund PUBLIC WORKS (075)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
30	Public Works			231,111	
		0	0	231,111	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
25	Fleet			346,536	
		0	0	346,536	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund SURPLUS PROPERTY (081)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
26	Surplus Property			3,375	
		0	0	3,375	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS
August 22, 2023

Fund ACTIVITY (115)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
78	Recreation			24,811	
		0	0	24,811	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Recreation			172,321	
23	MWC Parks			100,000	
		0	0	272,321	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund CDBG (141)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
39	Grants Management			102,546	
		0	0	102,546	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund GRANT FUNDS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Emergency Oper Fund			8,936	
57	Capital Improvements			150,000	
		0	0	158,936	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS
August 22, 2023

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
57	Capital Improvements			939,290	
		0	0	939,290	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund DOWNTOWN REDEVELOPMENT (194)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
92	29th Street			349,088	
		0	0	349,088	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund ANIMALS BEST FRIEND (220)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
10	Animal Welfare			6,513	
		0	0	6,513	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund 2002 G.O. STREET BOND (269)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
69	Street Bond			66,045	
		0	0	66,045	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS
August 22, 2023

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
06	Park & Recreation			30,349	
09	Street Department			4,212,201	
10	Animal Welfare			1,124	
14	General Government			1,548,588	
64	MWC Fire Department			13,929	
92	29th Street			24,041	
		<u>0</u>	<u>0</u>	<u>5,830,232</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund 2018 ELECTION GO BONDS - PROPRIETARY (271)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
47	John Conrad Regional Golf			1,632	
		<u>0</u>	<u>0</u>	<u>1,632</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund 2022 ISSUE G.O. BOND (272)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
64	MWC Fire Department			1,212,875	
		<u>0</u>	<u>0</u>	<u>1,212,875</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: August 22, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Improvements Fund, revenue/Miscellaneous (00) \$5,110; expenditures/Capital Improvements (57) \$5,110. Police Fund, expenditures/Police (62) \$55,662. Grants Fund, revenue/Intergovernmental (21) \$10,000; expenditures/Transfers Out (21) \$10,000; revenue/Intergovernmental (41) \$59,531; expenditures/Transfers Out (41) \$59,531; revenue/Intergovernmental (57) \$500,000; revenue/Intergovernmental (62) \$64,677; revenue/Transfers In (62) \$1,268; expenditures/Police (62) \$53,043. Emergency Operations Fund, revenue/Transfers In (00) \$10,000. Police Impound Fees Fund, expenditures/Transfers Out (62) \$1,268. 2018 Election G.O. Bond Fund, expenditures/Street (09) \$10,000.

The first supplement is needed to budget refund from ODOT related to Douglas SE 4th to NE 10th Project to be used for Midwest Blvd. resurfacing project. The second supplement is needed to budget cost of repair of radio tower equipment damaged by lightning. The third supplement is needed to roll forward remaining budget in Grants Fund from fiscal year 2022-2023 to current fiscal year. The fourth supplement is needed to budget transfer in from Grants Fund of revenue from Emergency Management Performance Grant. The fifth supplement is needed to budget transfer out of Impound Fees Fund to Grants Fund to reimburse for social security expenses related to Safe Oklahoma Grant. The sixth supplement is needed to budget remaining costs of street rehabilitation concrete phase 2 contract.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 22, 2023

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	5,110			
57	Capital Improvements			5,110	
		5,110	0	5,110	0
Explanation:					
To budget refund from ODOT related to Douglas SE4th to NE10th Project to be used for Midwest Blvd Resurfacing Project.					

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police			55,662	
		0	0	55,662	0
Explanation:					
To budget repair of radio tower equipment at water plant damaged by lightening. Funding to come from fund balance.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	10,000			
21	Transfers Out			10,000	
41	Intergovernmental	59,531			
41	Transfers Out			59,531	
57	Intergovernmental	500,000			
62	Intergovernmental	64,677			
62	Transfers In	1,268			
62	Police			53,043	
		635,476	0	122,574	0
Explanation:					
To roll forward budget in Grants Fund from fiscal year 2022-2023 to current fiscal year.					

SUPPLEMENTS

August 22, 2023

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	10,000			
		10,000	0	0	0
Explanation: To budget transfer in from Grants Fund of revenue from Emergency Management Performance Grant.					

Fund IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Transfers Out			1,268	
		0	0	1,268	0
Explanation: To budget transfer out to Grants Fund to reimburse for social security expenses related to Safe Oklahoma Grant. Funding to come from fund balance.					

Fund 2018 ELECTION GO BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			10,000	
		0	0	10,000	0
Explanation: To budget remaining expected costs of street rehabilitation concrete phase 2 contract. Funding to come from fund balance.					



**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: August 22nd, 2023

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055230312 from the State Department of Environmental Quality for the S.E. 29th Street and Douglas Boulevard Apartments, Midwest City, Oklahoma.

Enclosed is Permit No. SL000055230312 for the construction of 816 linear feet of eight (8) inch PVC sanitary sewer line to serve the S.E. 29th Street and Douglas Boulevard Apartments, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

July 06, 2023

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

Re: Permit No. SL000055230312
Sanitary Sewer Extension to serve SE 29TH & Douglas Apartments
Facility No. S-20541

Dear Mr. Lyon:

Enclosed is Permit No. SL000055230312 for the construction of 816 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Sanitary Sewer Extension to serve SE 29TH & Douglas Apartments, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 06, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.
Construction Permit Section
Water Quality Division

AS/RB/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Timothy W. Johnson, P.E., Johnson & Associates, Inc.

PERMIT No. SL000055230312

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

July 06, 2023

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 816 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Sanitary Sewer Extension to serve SE 29TH & Douglas Apartments, located in SW/4 of Section 12, T-11-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 06, 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. SL000055230312

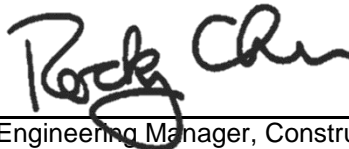
SEWER LINES

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.



AS

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



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

To: Honorable Mayor and Council

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

Date: August 22nd, 2023

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230311 from the State Department of Environmental Quality for the S.E. 29th Street and Douglas Boulevard Apartments, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055230311 for the construction of 5,171 linear feet of eight (8) inch PVC potable water line and 783 linear feet of six (6) inch PVC potable water line to serve the S.E. 29th Street and Douglas Boulevard Apartments, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

July 18, 2023

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

Re: Permit No. WL000055230311
Waterline to serve SE 29th & Douglas Apartments
Facility No. 1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055230311 for the construction of 5,171 linear feet of eight (8) inch PVC potable waterline, 783 linear feet of six (6) inch PVC potable waterline, and all appurtenances to serve the Waterline to serve SE 29th & Douglas Apartments, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 18, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Arya Simon, P.E.
Construction Permit Section
Water Quality Division

AS/RB/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Timothy W. Johnson, P.E., Johnson & Associates, Inc.

PERMIT No. WL000055230311

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

July 18, 2023

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 5,171 linear feet of eight (8) inch PVC potable waterline, 783 linear feet of six (6) inch PVC potable waterline, and all appurtenances to serve the Waterline to serve SE 29th & Douglas Apartments, located in SW/4 of Section 12, T-11-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 18, 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 1,000 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. WL000055230311

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AS

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



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

To: Honorable Mayor and Council

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

Date: August 22nd, 2023

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055220681 from the State Department of Environmental Quality for the subdivision Turtlewood 7th Addition, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055220681 for the construction of 3,139 linear feet of eight (8) inch PVC potable water line and 225 linear feet of six (6) inch PVC potable water line to serve the subdivision Turtlewood 7th Addition, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

July 27, 2023

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

Re: Permit No. WL000055220681
Turtlewood 7th Addition - Waterline Extension
Facility No. 1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055220681 for the construction of 3,139 linear feet of eight (8) inch PVC potable waterline, 225 linear feet of six (6) inch PVC potable waterline, and all appurtenances to serve the Turtlewood 7th Addition - Waterline Extension, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 27, 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
Christopher D. Anderson, P.E., SMC Consulting Engineers, P.C.

PERMIT No. WL000055220681

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

July 27, 2023

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 3,139 linear feet of eight (8) inch PVC potable waterline, 225 linear feet of six (6) inch PVC potable waterline, and all appurtenances to serve the Turtlewood 7th Addition - Waterline Extension, located in SE/4 of Section 7, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 27, 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 1,000 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. WL000055220681

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



AS

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



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

To: Honorable Mayor and Council

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

Date: August 22nd, 2023

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055220680 from the State Department of Environmental Quality for the subdivision Turtlewood 7th Addition, Midwest City, Oklahoma.

Enclosed is Permit No. SL000055220680 for the construction of 2,897 linear feet of eight (8) inch PVC sanitary sewer line to serve the subdivision Turtlewood 7th Addition, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

July 27, 2023

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

Re: Permit No. SL000055220680
Turtlewood 7th Addition - Sanitary Sewer Main
Facility No. 20541

Dear Mr. Lyon:

Enclosed is Permit No. SL000055220680 for the construction of 2,897 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Turtlewood 7th Addition - Sanitary Sewer Main, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 27, 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
Christopher D. Anderson, P.E., SMC Consulting Engineers, P.C.

PERMIT No. SL000055220680

SEWER LINES

FACILITY No. 20541

PERMIT TO CONSTRUCT

July 27, 2023

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 2,897 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Turtlewood 7th Addition - Sanitary Sewer Main, located in SE/4 of Section 7, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 27, 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. SL000055220680

SEWER LINES

FACILITY No. 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.



AS

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



Εγγινεερινγ ανδ
Χονστρυχτιον Σερωιχεσ
100 N Μιδωεστ Βουλεπαρδ
Μιδωεστ Χιτψ, OK 73110
Οφφιχε 405.739.1220

TO: Honorable Mayor and Council
FROM: Patrick Menefee, P.E., City Engineer
DATE: August 22nd, 2023
SUBJECT: (TS-451) Discussion, consideration, and possible action of recommending the installation of NO PARKING signs along and underneath the I-40 overpass at Sooner Road.

The attached letter of request and photos concern the newly constructed underpass at Sooner Road passing under I-40. The new underpass has created a large covered area that could result in motorists parking underneath I-40. The letter is requesting NO PARKING signage at the north and south ends of the bridge as well as a sign centered underneath the overpass.

Note that additional signage might be added in time, such as NO TRESSPASSING, etc. at the recommendation of the City Prosecutor.

The Traffic and Safety Commission recommended installation of the signs.

Patrick Menefee, P.E.
City Engineer



MIDWEST CITY POLICE DEPARTMENT

100 N MIDWEST BLVD
MIDWEST CITY, OK 73110
405-739-1306 FAX: 405-739-1398

June 12, 2023

Patrick Menefee,

This memo is to serve as request for consideration of posting signs in the area located on the east side of Sooner Road and Tinker Diagonal underneath the I-40 overpass displaying “No Parking”, “No Parking Vehicles Will Be Towed”, “No Loitering”, “No Trespassing” which ever sign or signs deemed appropriate by the City Prosecutor.

Respectfully,

Capt. Jake Doles

cc. Brandon Bundy

Chief Sid Porter

Major Josh Herren

Sergeant Kevin Kreider



From: Vicki Floyd
To: Donald Maisch
Date: 8/7/2023 5:05 PM
Subject: Fwd: Re: Request for Posting Signs
Attachments: Re: Request for Posting Signs

To save money, I would narrow this down to just no trespassing.

Vicki



**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 : August 22, 2023

SUBJECT : Discussion, consideration, and possible action of approving Change Order #04 with the Oklahoma Department of Transportation for TAP-255D(510)AG, State Job Number 33269(04), Rail with Trail for \$97,359.49.

The attached change order is for the Rail with Trail project known as Bomber Rail Trail Phase 2/3. This change order is addressing an issue related to the soil conditions found during construction of the drainage and retaining wall near the intersection of Air Depot Blvd (711 S Air Depot Blvd). After clearing and grubbing, the area was found to be saturated with water and wholly unsuitable to support the proposed retaining wall. Separately, the City involved a geotechnical report by an independent consultant who worked with the contractor on the best remedy.

The project has already exceeded the federal funding cap allocated but funds are available in the FY 22-23 budget as Proj # 231907.

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

Attachment

Oklahoma Department of Transportation Change Order

Contract ID	220321	Primary County	OKLAHOMA	Primary PCN	33269(04)
Change Order Nbr	004	Project	TAP-255D(510)AG		
Contract Description	PEDESTRIAN IMPROVEMENTS (TRAIL CONSTRUCTION) RAILROAD TRAIL: FROM QUINLAN PARK, EXTEND SOUTHEAST IN MIDWEST CITY. PROJECT LENGTH = 1.016 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO		Status	Pending	

General Change Order Description(s): This change order compensates the contractor for work needed to de-muck and stabilize a large drainage channel located in the critical path of this contract where the plans call for a retaining wall to be built between Sta. 33+30 and 34+50. This area was identified in the plans as needing a geotechnical report to identify the means of supporting the retaining wall. This report was not available to the contractor prior to starting work in the area and was brought to the attention of the City of Midwest City. Conversations were held between ODOT, Rudy Construction, and the City of MWC and ultimately the City of MWC brought in a geotechnical firm to find a solution for stabilizing the drainage channel. Line Item 0030 will be changed to pay plan quantity minus the 100 CY contingency as stated in note 7 of the plans.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
33269(04)	0020	0100	202(A)2200	CY	\$20.00	3,426.00	3,426.00	-100.00	3,326.00	
	Item Description: UNCLASSIFIED EXCAVATION								This Change:	\$-2,000.00
	Supplemental Description 1:								Prev Revised:	\$68,520.00
	Supplemental Description 2:								New Revised:	\$66,520.00
									Bid Contract:	\$68,520.00
									Net Change:	\$-2,000.00
									PCT Change:	-2.91 %
	Explanations: Reducing this pay item by the 100 CY contingency in plan note #7 as the contingency qty will not be needed.									
33269(04)	0030	0100	202(D)2500	CY	\$30.00	1,467.00	1,467.00	-100.00	1,367.00	
	Item Description: UNCLASSIFIED BORROW								This Change:	\$-3,000.00
	Supplemental Description 1:								Prev Revised:	\$44,010.00
	Supplemental Description 2:								New Revised:	\$41,010.00
									Bid Contract:	\$44,010.00
									Net Change:	\$-3,000.00
									PCT Change:	-6.81 %
	Explanations: This item was agreed to be paid according to plan quantity at the beginning of the project by ODOT and the contractor minus the 100 CY included for contingency purposes as stated in note 7.									
33269(04)	0110	0100	402(E)2600	TON	\$50.00	100.00	100.00	-100.00	0.00	
	Item Description: TRAFFIC BOUND SURFACE COURSE TYPE E								This Change:	\$-5,000.00
	Supplemental Description 1:								Prev Revised:	\$5,000.00
	Supplemental Description 2:								New Revised:	\$0.00
									Bid Contract:	\$5,000.00
									Net Change:	\$-5,000.00
									PCT Change:	-100 %
	Explanations: This item will not be used on this project.									
33269(04)	8003	0100	104 3220	LS	\$107,359.49	0.00	0.00	1.00	1.00	
	Item Description: CONSTRUCTION MISCELLANEOUS								This Change:	\$107,359.49
	Supplemental Description 1: Stabilized Foundation for Retaining Wall								Prev Revised:	\$0.00
	Supplemental Description 2:								New Revised:	\$107,359.49
									Bid Contract:	\$0.00
									Net Change:	\$107,359.49
									PCT Change:	100.00 %
	Explanations: This line item is established to compensate the contractor for the de-mucking and stabilization needed for the foundation of the retaining wall.									

TOTAL VALUE FOR CHANGE ORDER 004 : \$97,359.49

Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	220321	Primary County	OKLAHOMA	Primary PCN	33269(04)
Change Order Nbr	004	Project	TAP-255D(510)AG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

City/County Official

Date Acknowledged



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

To: Honorable Mayor and Council

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

Date: August 22nd, 2023

Subject: Discussion, consideration, and possible action of accepting a Permanent Utility Easement for the construction of a public sanitary sewer main extension located adjacent to the north side of the S.E. 29th Street Apartments. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This easement, dedicated by 2500 Douglas Development L.L.C., is for the construction of a proposed sewer main extension to service S.E. 29th Street Apartments.

Patrick Menefee, P.E.,
City Engineer
Attachments

Approved by City Council _____ Date: _____

LEGAL DESCRIPTION

29th & Douglas Apartments
Offsite Sewer Easement

April 13, 2023

A tract of land being a part of Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°46'29" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,258.65 feet;

THENCE North 00°13'31" West, departing said South line, a distance of 1,645.19 feet to a point on the North line of a tract of land recorded in Book 13574, Page 1223 (J Lou Tract), said point being the POINT OF BEGINNING;

THENCE North 52°33'21" West, a distance of 550.60 feet to a point on the South line of the recorded plat THE ORCHARD ADDITION;

THENCE North 89°27'48" East, along and with the South line of said plat THE ORCHARD ADDITION, a distance of 24.37 feet;

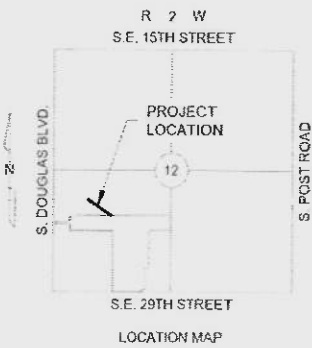
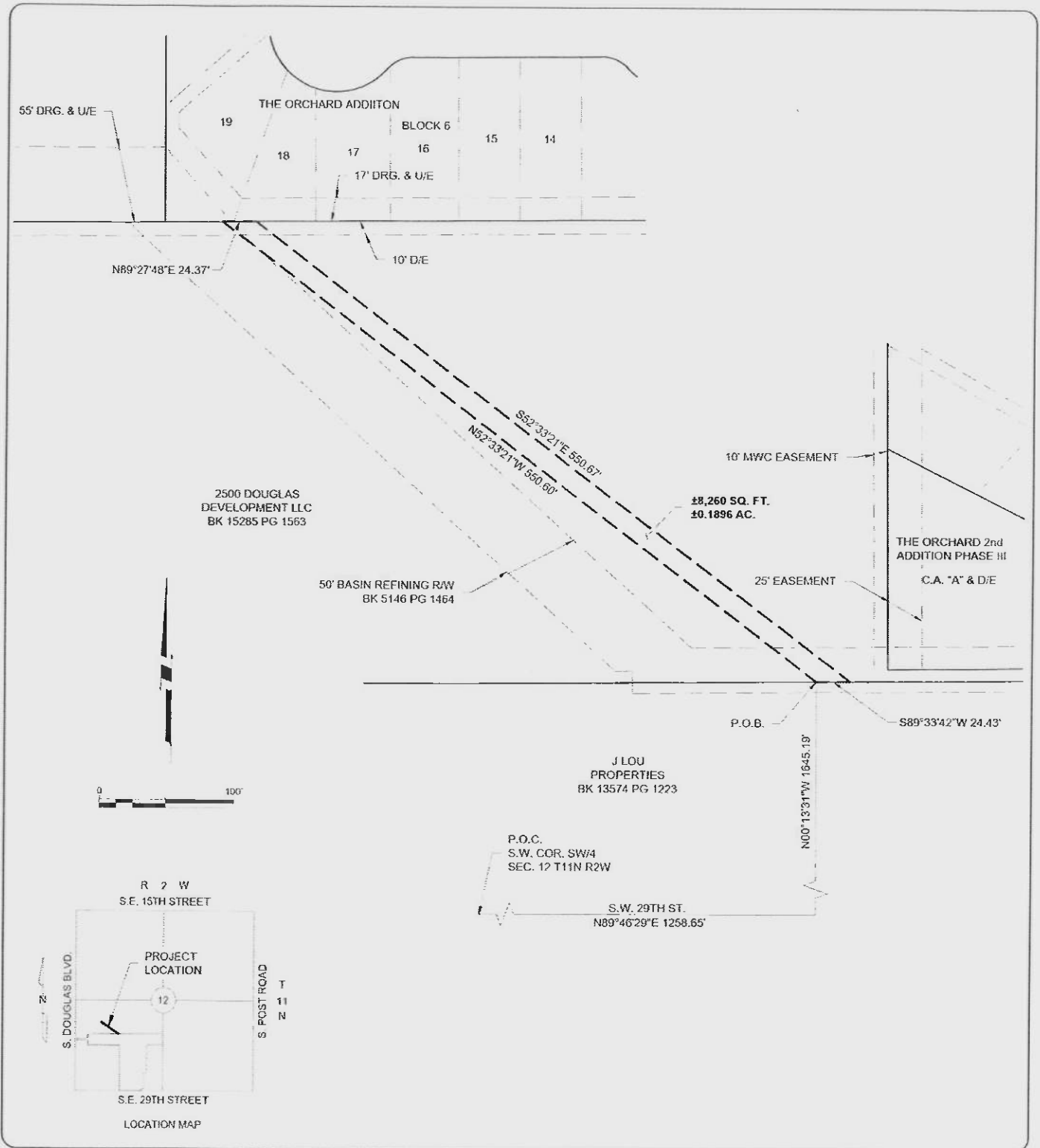
THENCE South 52°33'21" East, departing said South line, a distance of 550.67 feet to a point on the North line of said J Lou Tract;

THENCE South 89°33'42" West, along and with the North line of said J Lou Tract, a distance of 24.43 feet to the POINT OF BEGINNING.

Containing 8,260 square feet or 0.1896 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

ATTACHMENT "A-2"



ACAD FILE: H:\5223\4-13-23\23-05223-Offsite Water & Sewer.dwg, 4/13/2023 4:23 PM, Brian Briscoe
 XREFS LOADED: 9499 Boundary.dwg, C:\630-221164 SE 29th Topo.dwg, 5223-bdy (ALTA).dwg

Copyright © 2023 Johnson & Associates

Proj. No.:	5223
Date:	4-13-23
Scale:	1"=100'

29TH & DOUGLAS APARTMENTS MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA OFFSITE SANITARY EASEMENT

Johnson & Associates
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 235-8075 FAX: (405) 235-8970
 Website: www.ja.com
 Website: www.ja.com
 Website: www.ja.com

ENGINEERS SURVEYORS PLANNERS



**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: August 22nd, 2023

Subject: Discussion, consideration, and possible action of awarding a bid and entering into a contract for the Well 24 Watermain Relocation Hidden Creek Golf Course at 3210 Belaire Drive with Jam Construction, for a total amount of \$176,750. City Council delegates the Mayor to sign and execute the contract.

On Tuesday August 1st, 2023 the City of Midwest City opened six bids for the Well 24 Watermain Relocation Hidden Creek Golf Course at 3210 Belaire Drive. The well line is currently located under Midwest Boulevard and needs to be relocated prior to the upcoming road project. Taking the line through Hidden Creek Golf Course allows for more construction space and easier maintenance on the future line.

The project is funded in the budget under the description Well Line/Midwest Blvd in the 172 Capital Water Improvement fund and 178 Water Department fund under the Project Number 492202. Jam Construction submitted the lowest and best bid meeting specifications. The Engineer's Estimate and the bid tab for the six detailed bids are attached.

Patrick Menefee, P.E.,
City Engineer
Attachment

WATERLINE PROJECT

Well 24 Watermain Relocation Hidden Creek Golf Course

3210 Belaire Drive

Bid: August 1st, 2023 2:00 PM

Engineer Estimate	\$265,000
Marsau Enterprises	\$245,316
SW Water Works	\$208,369
Holland Backhoe	\$211,660
4M Trenching	
Mayfield/Bear Creek	\$241,199
Jam Construction	\$176,750
Civil Builders	\$316,350

BID TABULATION FOR CITY OF MIDWEST CITY WATERMAIN RELOCATION HIDDEN CREEK GOLF COURSE - 3210 BELAIRE DRIVE

BIDS RECEIVED August 1st, 2023

				MAYFIELD/BEAR CREEK		CIVIL BUILDERS LLC		HOLLAND BACKOE LLC		JAMCONSTRUCTION LLC		MARSAU ENTERPRISES, INC		SW WATER WORKS LLC	
ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	8" PVC PIPE (C900 DR-14)	1,740.00	LF	112.00	194,880.00	120.00	208,800.00	85.00	147,900.00	72.85	126,759.00	102.00	177,480.00	85.00	147,900.00
2	8" PVC PIPE (C900 DR-14)	55.00	LF	35.00	1,925.00	280.00	15,400.00	98.00	5,390.00	60.00	3,300.00	198.00	10,890.00	100.00	5,500.00
3	BORING 8" HDPE	339.00	LF	121.00	41,019.00	250.00	84,750.00	130.00	44,070.00	125.00	42,375.00	154.00	52,206.00	140.00	47,460.00
4	6" GATE VALVE AND BOX	1.00	EA	1,275.00	1,275.00	3,400.00	3,400.00	4,800.00	4,800.00	1,816.00	1,816.00	2,015.00	2,015.00	5,000.00	5,000.00
5	1" AIR/VAC VAVLE AND BOX (FIELD LOCATED)	1.00	EA	2,100.00	2,100.00	4,000.00	4,000.00	9,500.00	9,500.00	2,500.00	2,500.00	2,725.00	2,725.00	2,509.00	2,509.00
TOTAL BASE BID					\$241,199.00		\$316,350.00		\$211,660.00		\$176,750.00		\$245,316.00		\$208,369.00

ENGINEER'S ESTIMATE - \$265,000



**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: August 22nd, 2023

Subject: Discussion, consideration, and possible action to approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for the repaving and rehabilitation of Jim White Drive, Midwest City, Oklahoma at an estimated cost for the City of \$185,272.85.

The agreement with Oklahoma County allows them to proceed with the repaving and rehabilitation of Jim White Drive. The agreement splits the costs between the City of Midwest City and Oklahoma County. The County shall provide the labor and equipment necessary to construct the project while the City shall provide the materials to construct the project. The cost estimate for the City in materials plus a 10% contingency is \$185,272.85. The project is funded in the budget under the description Pol/Fire Training-P4 in the 272 Fire Department fund under the Project Number 6419G5.



Patrick Menefee, P.E.,
City Engineer
Attachment

OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE August 16, 2023 AGENDA

DEPARTMENT: DISTRICT 1 REQUESTED BY: Joe R. Blough

REQUISITION NO.: N/A REQUISITION SHEET ATTACHED: YES XXX N/A

NAME OF FUNDS: n/a

FUND NUMBERS: / /

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? YES XXX NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action for the approval of a Specific Mutual Cooperation Agreement between the City of Midwest and Oklahoma County pursuant to Title 69, O.S. § 603, Title 11, O.S. § 36 for reconstruction, repair, and/or improvements to Jim White Drive within the municipal boundaries of the City of Midwest City. Upon completion of the project and receipt of invoicing from the County, Municipality shall reimburse the County for all material in an amount not to exceed One Hundred Sixty-Eight Thousand Four Hundred Twenty-Nine Dollars and Eighty-Six Cents (\$168,429.86). This Agreement shall become effective upon signature of both parties and shall terminate on June 30, 2024. Approved as to form and legality by _____, Assistant District Attorney. Requested by Carrie Blumert, Commissioner, District No. 1.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: YES N/A

COUNTY CLERK: YES N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____

CHAIRMAN

AGREEMENT FOR SPECIFIC ASSISTANCE BETWEEN
THE CITY OF MIDWEST CITY
AND
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

This Agreement is entered into this 16th day of August, 2023, by and between the City of Midwest City, hereinafter referred to as “Municipality” and the Board of County Commissioners of Oklahoma County, hereinafter referred to as the “County”, and is to be considered an addendum to the original General Mutual Cooperation Agreement made between the same parties. The terms and conditions of the General Mutual Cooperation Agreement for the current fiscal year entered into between the parties is incorporated by reference herein and made a part of this specific agreement.

RECITALS

WHEREAS, Jim White Drive, located within the municipal boundaries of the City of Midwest City, is in need of reconstruction, repair, and/or improvement; and

WHEREAS, the parties have previously entered into a General Mutual Cooperation Agreement allowing for the County to assist the Municipality in reconstruction, repair, improvement, and/or maintenance of their roads which covers the fiscal year beginning July 1, 2023, and ending June 30, 2024; and

WHEREAS, it is in the mutual interest and benefit of the Municipality and the County to share in making this reconstruction, repair, and/or improvement to the aforementioned segment of road(s); and

WHEREAS, the Municipality desires to retain the use of the County’s equipment, materials, personnel and subcontractors to reconstruct, repair or improve that portion of the aforementioned segment of road; and

WHEREAS, the County agrees to provide the equipment, materials, personnel and subcontractors for the project at an amount not to exceed the estimated cost of Two Hundred Forty-Eight Thousand Two Hundred Sixty-Eight Dollars and Ninety-Seven Cents (\$248,268.97) without further written agreement; and

WHEREAS, the Municipality agrees to reimburse the County for 100% of the actual costs of materials; and

WHEREAS, this agreement is authorized and provided for by Oklahoma Statutes, specifically by 69 O.S. § 603 and 11 O.S. §36-113; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

TERMS AND CONDITIONS OF AGREEMENT:

1. **PURPOSE OF AGREEMENT:** This agreement is a part of and an addendum to the original Mutual Cooperation Agreement entered into between the parties on the 1st day of July 2023. The Purpose of this agreement is to permit the County to assist the Municipality with road improvement, repair, or maintenance on property within the Municipality, such road being more specifically described as: Jim White Drive.

2. **DESCRIPTION OF SERVICE:**
 - A. **COUNTY SHALL:**
 - i. Administer the agreement.
 - ii. Agree to incur the costs for labor, equipment, surveys, materials, traffic control, and Subcontractors as necessary to complete the work/project in an amount not to exceed Two Hundred Forty-Eight Thousand Two Hundred Sixty-Eight Dollars and Ninety-Seven Cents (\$248,268.97) without further written agreement, as outlined in the attached project estimates. (See attachment "A").
 - iii. Provide joint oversight and inspection of the project.

 - B. **MUNICIPALITY SHALL:**
 - i. Upon completion of the project and receipt of invoicing from the County, Municipality shall reimburse the County for material in an amount not to exceed One Hundred Sixty-Eight Thousand Four Hundred Twenty – Nine Dollars and Eighty-Six Cents (\$168,429.86) without further written agreement, as outlined in the attached project estimates.
 - ii. Provide for joint inspection and oversight of project.
 - iii. Provide a police unit and officer on location during all periods of construction, as requested.

3. **AUTHORIZED ADMINISTRATOR(S):** For purposes of administering this agreement, the Chief Deputy of County's District No. 1, and the Municipality's Mayor shall be responsible for administering this agreement. Also, it is expressly understood that County shall have no right, claim or title to any real or personal property used in this project, other than that already owned by County.

4. **RIGHTS OF WAY:** Municipality represents and warrants to County that Municipality owns, leases, or holds beneficial easements on any and all real property involved in the project and work to be performed by County. In the event that any person or entity attempts to hold County liable for work done on the property subject to this specific agreement, the Municipality agrees to defend and indemnify County against any loss related to such defense, including attorney fees and costs.

5. **COMMENCEMENT OF AGREEMENT:** This agreement shall commence on the date on which the Agreement is executed in writing by all parties and will continue through the completion of the project, or until the end of the current fiscal year. The parties agree that they remain bound by the terms of the original General Mutual Cooperation Agreement executed on the 1st day of July 2023.

6. **COMMENCEMENT OF PROJECT:** The project shall commence after the agreement has been fully executed and based on the availability of the County's equipment, materials, personnel, etc.
7. **FISCAL YEAR LIMITATION:** The parties agree and understand that in the event that the project outlined in this Agreement is not completed during the fiscal year in which it was executed, Municipality must submit payment for any work completed during the fiscal year, and if funds or materials are required to be encumbered for the succeeding fiscal year in order to complete the project, that the parties are must enter into another written Agreement.
8. **INDEMNIFICATION:** Other than the defend and indemnify provisions outlined in paragraph # 4 "Rights of Way", the parties further agree and covenant that in exchange for the considerations set out herein that each party shall only be liable for their own negligence, acts or omissions, or the negligence, acts or omissions of their respective employees, nor shall any party be required to indemnify another party for the same. The parties understand and agree that this Agreement in no way relieves the Municipality of their primary statutory duties to maintain said street(s) in a reasonably safe condition for travel by the public, including for the duration of the above described project agreement.
9. **REVISIONS AND AMENDMENTS:** The parties agree that the terms of this Agreement may not be revised or amended in any form or fashion without obtaining a fully executed written revision or written amendment from the parties.
10. **ASSIGNMENT:** The rights and duties under this agreement are not assignable except upon prior written consent of the parties hereto.
11. **THIRD PARTY BENEFICIARIES:** No third party beneficiaries are created by this agreement and that is the express intent of the parties hereto.
12. **COMPLETE AGREEMENT:** The parties acknowledge and agree that this Agreement sets out the complete and total agreement between the parties.
13. **VENUE:** In the event of litigation regarding any aspect of this Agreement, the parties agree that venue shall lie in the District Court of Oklahoma County.
14. **CAPTIONS:** The captions, titled, and headings contained herein are for convenience only and shall not control the interpretation of any provision.
15. **INTERPRETATION:** Any word used herein in the singular shall also include the plural, and vice versa, except where a contrary intention plainly appears. The masculine shall also include the feminine and vice versa.
16. **PRESERVATION OF RIGHTS:** Neither party waives any defenses or rights available to them under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., common law, pertinent statutes and constitutions.
17. **WHOLE AGREEMENT:** This document constitutes the entire agreement, covenants and provisions agreed upon by the parties, and no agent or administrator to this agreement has authority to alter or change the terms hereof, except as provided herein, and except as provided

in the original General Mutual Cooperation Agreement. No party shall be bound by any statement or representation not in conformity with this written agreement.

18. **TERMINATION OF AGREEMENT:** Prior to commencement of the project, either party may terminate this agreement by giving seven (7) days written notice to the administrator for the other party. After the commencement of the project, either party may terminate this agreement, with or without cause, by giving written notice of such termination to the administrator of the other party. In the event work has already begun by County, Municipality shall reimburse the County for any work already performed. Otherwise, this Agreement shall terminate automatically upon completion of the project and upon receipt of the final payment of expenses by the municipality.

CITY OF MIDWEST CITY

APPROVED by the CITY OF MIDWEST CITY this _____ day of August 2023.

MAYOR

ATTEST:

City Clerk

APPROVED as to form and content this _____ day of August 2023.

Counsel for Municipality

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY

APPROVED by the Board of County Commissioners this 16th day of August 2023.

CHAIRMAN

ATTEST:

County Clerk

APPROVED as to form and content this 9 day of August 2023.



Assistant District Attorney



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

Date: August 8th, 2023

RE: JIM WHITE DRIVE - INFRASTRUCTURE IMPROVEMENTS

To Whom It May Concern:

Let this letter state in writing that the City of Midwest City is requesting assistance from Oklahoma County is the reconstruction and repaving of Jim White Drive, Midwest City.

Please contact me at your convenience with any further questions concerning this matter.

Patrick Menefee, P.E.,
City Engineer



Project Work Order Estimate

Work Order Number:
16871

Scope of Work

Activity: 30002A - ROAD REBUILD
Road Rebuild for Midwest City - Jim White Drive.

Materials	1	Building Materials	1.0000	500.00	\$500.00
Materials	1	Surveying	1.0000	500.00	\$500.00
Materials	1	36" End Sections	4.0000	745.42	\$2,981.68
Materials for Task 1 - Road Rebuild for Midwest City - Jim White Drive.			Sub Totals:		\$168,429.86
Materials Sub Totals:					\$168,429.86
Supply, Inventory, Outsourcing Sub Total:					\$168,429.86
Contingency (10.000000 Percent):					\$22,569.91
Grand Totals:					\$248,268.97

Estimate Created By:



Project Work Order Estimate

Work Order Number:
16871

Scope of Work

Activity: 30002A - ROAD REBUILD
Road Rebuild for Midwest City - Jim White Drive.

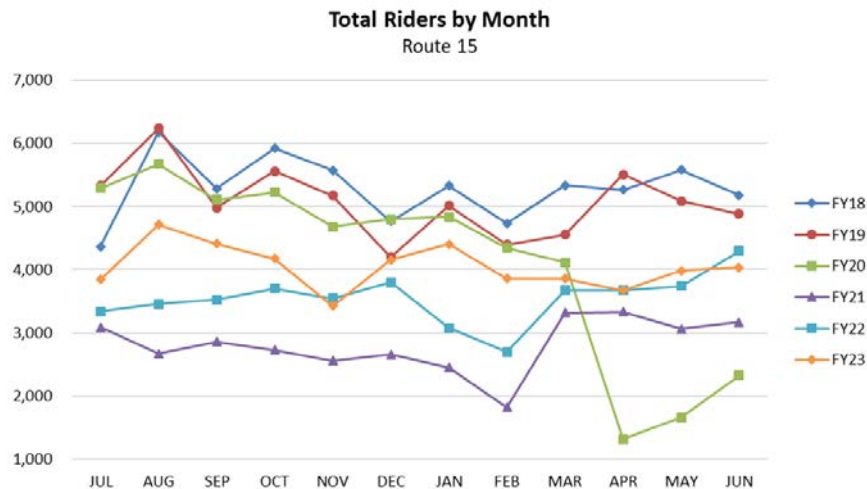
Cost Type	Task	Description	Qty.	Rate	Amount
Equipment	1	DA320-00109 - 1999 BOMAG BW 213 STEEL WHEEL ROLLER	24.0000	28.72	\$689.28
Equipment	1	DA320-00110 - 2003 HAMM 3412 P PADD FOOT ROLLER	40.0000	28.72	\$1,148.80
Equipment	1	DA320-00114 - 2005 BOMAG 120 AD SMOOTH DRUM ROLLER	48.0000	28.72	\$1,378.56
Equipment	1	DA302-00244 - 2020 PETERBILT WATER TRUCK	24.0000	35.84	\$860.16
Equipment	1	DA312-00116 - 2014 JOHN DEERE 333 E SKID STEER TRACK LOADER	64.0000	38.72	\$2,478.08
Equipment	1	DA302-00245 - 2022 INTERNATIONAL DUMP TRUCK w/ VIKING DUMP BODY	200.0000	79.62	\$15,924.00
Equipment	1	DA335-00110 - CATERPILLAR ASPHALT PAVER	16.0000	96.52	\$1,544.32
Equipment	1	DA335-00107 - 2018 BOMAG RS360 RECYCLER	64.0000	98.30	\$6,291.20
Equipment	1	DA323-00104 - 2000 JOHN DEERE 850C CRAWLER DOZER	40.0000	98.77	\$3,950.80
Equipment	1	DA327-00108 - Gradall Excavator Aquired May 2022'	24.0000	117.66	\$2,823.84
Equipment	1	DA327-00104 - 2016 JOHN DEERE EXCAVATOR	40.0000	117.66	\$4,706.40
Equipment for Task 1 - Road Rebuild for Midwest City - Jim White Drive.			Sub Totals:		\$41,795.44
Equipment Sub Totals:					\$41,795.44
Labor	1	Laboror Rate	40.0000	19.40	\$776.00
Labor	1	Equipment Operator Labor Rate	616.0000	23.86	\$14,697.76
Labor for Task 1 - Road Rebuild for Midwest City - Jim White Drive.			Sub Totals:		\$15,473.76
Labor Sub Totals:					\$15,473.76
Labor & Equipment & Overhead Combined Total:					\$57,269.20
Materials	1	36" X 160' CGMP	160.0000	39.21	\$6,273.60
Materials	1	18" Rip Rap	60.0000	50.00	\$3,000.00
Materials	1	S3 Recycled	383.0000	66.69	\$25,542.27
Materials	1	S3 Recycled - Vendor Hauls	767.0000	70.83	\$54,326.61
Materials	1	S4 Virgin	193.0000	81.07	\$15,646.51
Materials	1	S4 Virgin	387.0000	88.37	\$34,199.19
Materials	1	Cement Slurry	95.0000	268.00	\$25,460.00



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

TO: Honorable Mayor and City Council
FROM: Terri L. Craft, Grants Manager
DATE: August 22, 2023
RE: Discussion, consideration and possible action of approving a FY 23-24 agreement for transit service in the amount of \$219,013 with the Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City.

The attached agreement reflects an approximate 9.3% increase over the agreement executed in FY 22-23. Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Total ridership numbers of 48,528 increased over the last year but still haven't bounced back to pre-pandemic levels.



In addition to fixed route service, the agreement provides access to EMBARK Plus, a curb to curb para-transit service for persons with disabilities, within 3/4 of a mile from Route 15.

EMBARK's Route 19 also provides limited service to Midwest City with transfer points along N.E. 10th Street to and from Route 15. Staff recommends approval.

Handwritten signature of Terri L. Craft
Terri L. Craft, Grants Manager

OKLAHOMA CITY



Forward Together

AGREEMENT FOR TRANSIT SERVICE

BETWEEN

**Central Oklahoma Transportation and Parking Authority
(EMBARC)**

AND

City of Midwest City

July 1, 2023 – June 30, 2024

AGREEMENT FOR TRANSIT SERVICE

This Agreement is made and entered into retroactively to the 1st day of **July 2023**, by and between the Central Oklahoma Transportation and Parking Authority, d/b/a EMBARK (“COTPA” or “EMBARK”), and the City of Midwest City, each a “Party” and collectively the “Parties.”

WITNESSETH:

WHEREAS, there exists a need for public transportation services between the City of Midwest City and the City of Oklahoma City; and

WHEREAS, EMBARK has been designated the public transportation provider for the Oklahoma City metropolitan area and operates under the name EMBARK; and

WHEREAS, the City of Midwest City desires to establish public transportation within the City of Midwest City; and

WHEREAS, the City of Midwest City and EMBARK desire to enter into an Agreement for the provision and funding of said service.

NOW, THEREFORE, in consideration of this mutual agreement and conditions herein described, the Parties hereto agree as follows:

1. DESCRIPTION OF SERVICE

EMBARK shall provide the following:

- a. **Transit Services** within Midwest City and between Oklahoma City and Midwest City, known as Route No. 15, as shown on the attached schedule (Attachment A) and consistent with the transit policies of EMBARK; and
- b. **Paratransit Services**, Regular Zone One, s to Midwest City residents that are within 3/4 mile of the fixed-route services, in accordance with provisions of EMBARK’s 504/ADA Implementation Plan; and
- c. **Customer Service Support** for transit and paratransit services provided by telephone, (405-235-RIDE), Website (Embarkok.com); and
- d. **Bus Stop Sign and Pole Maintenance and Repair Services**, at all designated bus stops, which comply with City of Midwest City ordinances; and
- e. Publicly owned bus benches and shelters, in the number and locations enabled by existing EMBARK , Midwest City and/or other budgets, which also comply with City of Midwest City ordinances for which maintenance agreements have been approved;

2. SERVICE CHANGES

Should route or service changes be necessary, EMBARK will provide a 30-day advance written notice. All changes in service will be sent to:

To Midwest City:

Terri L. Craft
Grants Manager
City of Midwest City
405-739-1217
tcraft@midwestcityok.org

3. HOLIDAYS

Fixed-route bus service will not be provided on certain national holidays.

4. COMPENSATION

EMBARK shall be compensated by the City of Midwest City for the services rendered pursuant to this Agreement in accordance with the term. No payment will be due or owing for any incomplete or undocumented Services and Deliverables.

The City of Midwest City agrees to compensate EMBARK for the cost of providing Route 015 transit services, in the amount of two-hundred nineteen thousand thirteen dollars (\$219,013), for the agreement term, to be billed in twelve monthly installments of \$18,251.05 beginning July 1, 2023.

5. METHOD OF PAYMENT

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

6. TERM OF AGREEMENT

The term of this Agreement shall be retroactive to commence on July 1, 2023 through June 30, 2024.

7. EXPIRATION OR TERMINATION

- a. The City of Midwest City may terminate this Agreement by giving EMBARK at least thirty (30) days written notice of their intention to terminate.
- b. EMBARK may terminate this Agreement by giving the City of Midwest City at least thirty (30) days written notice of their intention to terminate.

8. EXCUSABLE DEFAULT

EMBARK shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of diesel fuel or other emergencies including the existing road

conditions making performance impossible, illegal, or unsafe.

9. INTEGRATION

It is understood and agreed that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto and neither party is or shall be bound by any statement or representation not in conformity herewith. This Agreement may not be modified except in writing signed by both parties hereto.

10. LAW CONTROLLING

It is the understanding of the parties that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding on parties hereto as if such law were set out fully herein.

11. LIABILITY

The parties mutually recognize that each party is a governmental entity subject to the provisions of the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.). The parties hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act, without waiving any of the party's defenses, exemption or sovereignty. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

12. FORCE MAJEURE

EMBARK shall not be responsible or liable for failure or delay in the performance of its obligations during such period of time that the aforesaid delivery or acceptance is rendered commercially impracticable, illegal, or impossible which arise out of or caused by, directly or indirectly, forces beyond its control; such as, strikes, or acts of war or terrorism, or civil disturbances, or fire, or Acts of God, such as natural disasters, or other such emergency beyond the parties' control. However, EMBARK must utilize all commercially reasonable efforts, which are consistent with accepted practices in its industry, to resume the performance of its obligations, as soon as practicable under the circumstances listed above. Provided, however, to the extent that EMBARK has any commercially reasonable alternative method of performing this Agreement/Contract, the EMBARK shall not be freed of any performance of its obligations hereunder by this clause, even though the goods intended for this Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. NON-COLLUSION

The City of Midwest City warrants that it has not:

- a. Been a party to any collusion with any EMBARK or The City of Oklahoma City or any of its participating Trusts' officials, employees, or agents, as to any Terms and Conditions in this Agreement;
- b. Been a party to any discussions with any EMBARK or The City of Oklahoma

City or any of its participating Trusts' officials, employees, or agents, concerning the exchange of money or other thing of value for special consideration in the letting of this Agreement; or

- c. Paid, given, or donated or agreed to pay, give, or donate to any EMBARK or The City of Oklahoma City or any of its participating Trusts' officials, employees, or agents, any money or other thing of value, either directly or indirectly, in the procuring of this Agreement.

APPROVED by the City of Midwest City and **SIGNED** by the Mayor on this _____ day of _____, 2023.

THE CITY OF MIDWEST CITY

Mayor

Seal:

ATTEST:

City Clerk

Reviewed as to form and legality by the Municipal Counselor of the City of Midwest City.

City of Midwest City

APPROVED by the Central Oklahoma Transportation and Parking Authority and
SIGNED by the Chairman, on this ____ day of _____, 2023.

**CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY**

Seal:

ATTEST:

Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor

ATTACHMENT A - PAGE ONE

HORARIO DE RUTAS

015

Midwest City

By way of I-40, Air Depot, Douglas, Midwest Blvd, Reno

Serving:
 Transit Center
 I-40/Sooner
 Rose State
 MWC Library
 Regional Park
 Regional Hospital

Every 80 mins
 Monday-Friday

EMBARC
 embarkok.com

FARES Tarifas

To help maintain a timely schedule, please have fare ready before boarding.
 Para ayudar a mantener un horario a tiempo, por favor tenga lista la tarifa antes de subir.

	Regular Adult	Reduced Fare	Children 6 & Under
Local Fare Ruta local	\$1.75	\$0.75	Free
Express Fare Ruta expres	\$3.00	\$1.50	-
\$21 Value Card Tarjeta value de \$21	\$21	-	-
All-Day Unlimited Todo día limitado	\$4	\$2	-
7-Day Unlimited 7-días limitado	\$14	\$7	-
30-Day Unlimited 30-días limitado	\$50	\$25	-

Reduced Fare: ages 60+, persons with disabilities, medicare cardholders and children ages 7-17.
 Tarifa Reducida: mayores de 60 años, personas con discapacidades, miembros de medicare y niños con edades entre 7 y 17 años.

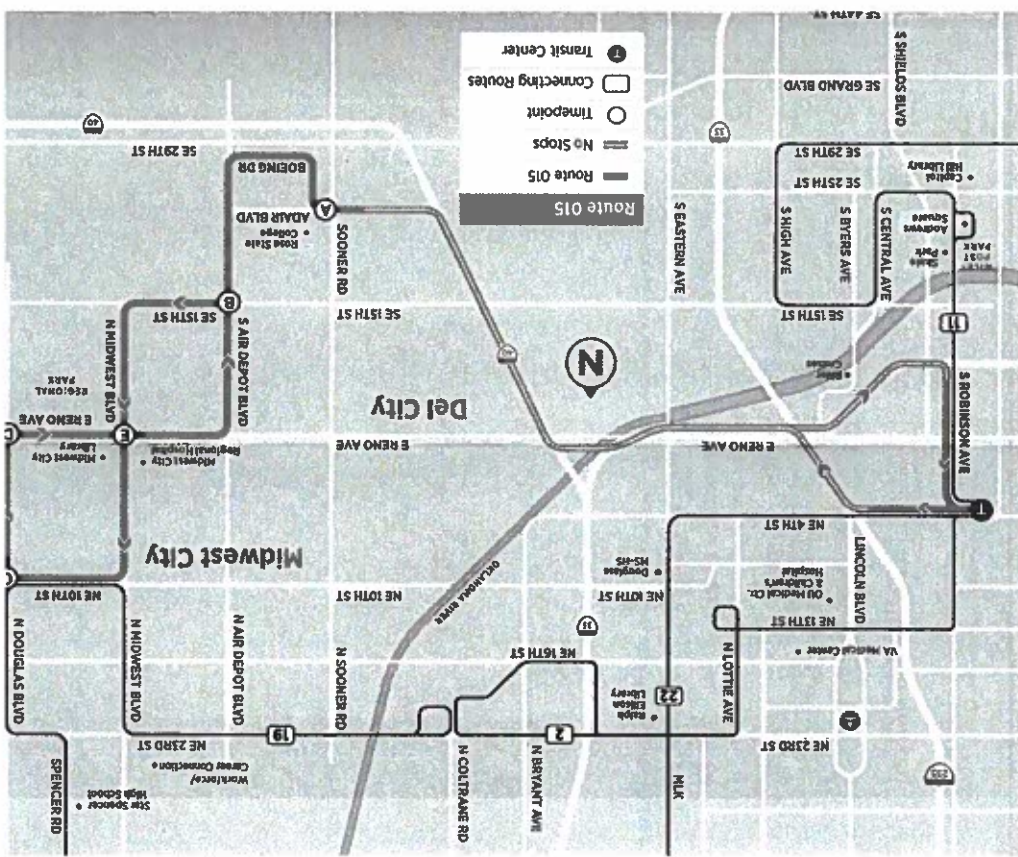
CONNECT WITH US

Everything you need to know about EMBARK can be found at embarkok.com or you can talk to us directly using any of the following options:

Todo lo que necesitas saber sobre el EMBARK puede encontrarse en embarkok.com, o puedes hablar directamente con nosotros a través de cualquiera de las siguientes opciones:

405-235-RIDE (7433) TDD 297-2602
embarkok@okc.gov

Si desea obtener la información en otro idioma, llame al 235-7433.
 Négy nyelvű csónk hívásig tin baang ngóng ngóng khauc, xin liên lạc 235-7433.
 如果您需要其他语言的信息，请致电 235-7433。
 Effective: 4/20/14



ATTACHMENT A - PAGE TWO

Route 015

Monday - Friday / Lunes a Viernes

Midwest City to Downtown

Downtown to Midwest City

5:55	5:58	6:01	6:08	5:20	5:36	5:41	5:52	5:55
7:05	7:08	7:11	7:18	6:25	6:46	6:51	7:02	7:05
8:20	8:23	8:26	8:34	7:35	8:01	8:06	8:17	8:20
9:40	9:43	9:46	9:54	8:55	9:21	9:26	9:37	9:40
11:00	11:03	11:06	11:14	10:15	10:41	10:46	10:57	11:00
12:20	12:23	12:26	12:34	11:35	12:01	12:06	12:17	12:20
1:40	1:43	1:46	1:54	12:55	1:21	1:26	1:37	1:40
3:00	3:03	3:06	3:14	2:15	2:41	2:46	2:57	3:00
4:20	4:23	4:26	4:34	3:35	4:01	4:06	4:17	4:20
5:40	5:43	5:46	5:54	4:55	5:21	5:26	5:37	5:40
6:30	6:33	6:36	6:44	5:50	6:11	6:16	6:27	6:30
7:15	7:18	7:21	7:29	6:30	6:56	7:01	7:12	7:15
				7:05				
				7:50				

- (D) N Douglas Blvd & Reno ID# 122
- (E) Reno & Midwest Blvd ID# 123
- (B) Air Depot & SE 15 ID# 169
- (A) Rose State College ID# 173
- (T) Transit Center - Bay H ID# 126
- (A) Rose State College ID# 127
- (B) SE 15 & Air Depot ID# 128
- (C) NE 10 & Douglas ID# 2919
- (D) N Douglas Blvd & Reno ID# 122

How to Read This Schedule

1. Days of operation, route number and direction of travel are located in the header of the timetable.
 2. Major stops, or time points and arrival times are listed in columns.
- Cómo leer este horario**
1. Los días de atención, el número de ruta y la dirección del viaje se encuentran en el encabezado del horario.
 2. Las paradas principales o los puntos horarios y las horas de llegada se indican en las columnas.

MYRIK
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Incluye ident



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: August 22, 2023

RE: Discussion, consideration, and possible action of amending Ordinance Number 3493, for PC-2122 due to a scrivener's error. (D. Maisch – City Attorney).

On September 27, 2022, the City Council voted to approve an ordinance that created a PUD. There was a scrivener's error in the legal description contained in the ordinance. This amendment is to correct the scrivener's error and to correct the legal description. The change in the legal description is noted on the redline version of the amended ordinance. If approved the ordinance will be renumbered from 3493 to 3493-A.

Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 PC-2122

2 ORDINANCE NO. 3493-A

3 AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY
4 DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT AND
5 DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO
6 REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;
7 AND PROVIDING FOR REPEALER AND SEVERABILITY

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

9 ORDINANCE

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 to C-2, Planned Shopping Center District, subject to the conditions contained in the PC-2122
12 file, and that the official Zoning District Map shall be amended to reflect the reclassification of
13 the property’s zoning district as specified in this ordinance:

14 South Half (S/2) of the East Half (E/2) of the Southwest Quarter (SW/4) of the Southeast
15 Quarter (SE/4) of the Southeast Quarter (SE/4) of Section One, Township Eleven, North,
16 Range Two (2) West of the Indian Meridian, also addressed as 9809 SE 15th Street,
17 Midwest City, OK.

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

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

23 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
24 on the _____ day of _____, 2023.

25 THE CITY OF MIDWEST CITY,
26 OKLAHOMA

27 _____
MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney

1 **PC-2122**

2 **ORDINANCE NO. 3493-A**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT AND**
5 **DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
6 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
7 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to C-2, Planned Shopping Center District, subject to the conditions contained in the PC-2122
12 file, and that the official Zoning District Map shall be amended to reflect the reclassification of
13 the property’s zoning district as specified in this ordinance:

14 South Half (S/2) of the East Half (E/2) of the Southwest Quarter (SW/4) of the Southeast
15 Quarter (SE/4) of the Southeast Quarter (SE/4) of Section One, Township Eleven,
16 North, Range Two (2) West of the Indian Meridian, also addressed as 9809 SE 15th
17 Street, Midwest City, OK.

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

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

23 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
24 on the _____ day of _____, 2023.

25 THE CITY OF MIDWEST CITY,
26 OKLAHOMA

27 _____
MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney



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

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: July 25, 2023

Subject: Discussion, consideration, and possible action of appointing Mrs. Avis Bonner to the Midwest City Historical Society as the Ward 5 representative for a three-year term ending August 18, 2026.

Per Councilmember Sara Bana, "Mrs. Avis is excited about the possible opportunity to serve on this important endeavor."

If approved, Mrs. Avis Bonner will be the first member of this board established at the July 25, 2023 Council meeting (Establishing resolution attached).

Tim L. Lyon, City Manager

Resolution No. 2023-21

**A RESOLUTION TO ESTABLISH A NEW MIDWEST CITY HISTORICAL SOCIETY
ESTABLISHING MEMBERSHIP AND TERMS OF OFFICE.**

WHEREAS, the City of Midwest City (the City) wishes to create a new Midwest City Historical Society (the Historical Society) for the purpose of preserving, collecting, researching, and interpreting historical information or items regarding Midwest City (the City) as a way to help future generations understand their heritage; and

WHEREAS, the Historical Society shall be composed of seven members with each City ward represented via a nomination by the elected councilperson of the Ward with the seventh member being a Mayor nomination; and

WHEREAS, members shall be approved via a majority vote of the presiding members of the Midwest City Council; and

WHEREAS, in order to ensure sustainable board continuity, members shall serve three-year terms with the exception of the inaugural members, who shall serve in staggered terms with Ward 1 and Ward 2 representatives for a one-year term, Ward 3 and Ward 4 representatives for a two-year term, and Ward 5, Ward 6 and Mayor representatives for a three-year term; and

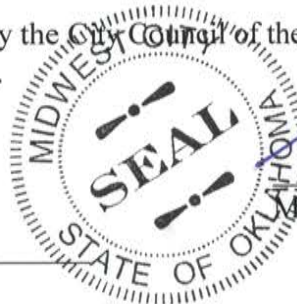
WHEREAS, the Historical Society members shall 1) execute, organize and raise funds for a beneficial community program, per the purpose of the Historical Society; and 2) provide regular reports and/or minutes to the City Council regarding the activity of the Historical Society; and

NOW, THEREFORE be it resolved by the City of Midwest City Council that the Midwest City Historical Society is hereby established.

PASSED AND ADOPTED by the City Council of the City of Midwest City and signed by the Mayor this 25 of July 2023.

ATTEST:


Sara Hancock, City Clerk




Matthew D Dukes II, Mayor

APPROVED as to form and legality this 26th day of July 2023.


Donald D. Maisch, City Attorney



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

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: July 25, 2023

Subject: Discussion, consideration, and possible action of appointing Mr. Marcus Hayes to the Midwest City Arts Council as the Ward 5 representative for a three-year term ending August 18, 2026.

Per Councilmember Sara Bana, "...Mr. Hayes has been an advocate for the creation of a local arts council. Mr. Hayes has also been invested and involved in the artist community throughout the past decade. Mr. Hayes is an incredibly dedicated community leader and advocate who currently serves on two other municipal boards/bodies [Tree Board and Traffic and Safety Board]."

If approved, Mr. Hayes will be the first member of this board established at the July 25, 2023 Council meeting (Establishing resolution attached).



Tim L. Lyon, City Manager

Resolution No. 2023-20

**A RESOLUTION TO ESTABLISH A NEW MIDWEST CITY ARTS COUNCIL
ESTABLISHING MEMBERSHIP AND TERMS OF OFFICE.**

WHEREAS, the City of Midwest City (the City) wishes to create a new Midwest City Arts Council (Arts Council) for the purpose of enhancing our cultural diversity and talent by stimulating public interest in the arts, promoting knowledge and appreciation of different expressions of art forms, and supporting Midwest City artist; and

WHEREAS, the Arts Council shall be composed of seven members with each City ward represented via a nomination by the elected councilperson of the Ward with the seventh member being a Mayor nomination; and

WHEREAS, members shall be approved via a majority vote of the presiding members of the Midwest City Council; and

WHEREAS, in order to ensure sustainable board continuity, members shall serve three-year terms with the exception of the inaugural members, who shall serve in staggered terms with Ward 1 and Ward 2 representatives for a one-year term, Ward 3 and Ward 4 representatives for a two-year term, and Ward 5, Ward 6 and Mayor representatives for a three-year term; and

WHEREAS, the Arts Council members shall 1) execute, organize and raise funds for a beneficial community program, per the purpose of the Arts Council; and 2) provide regular reports and/or minutes to the City Council regarding the activity of the Arts Council; and

NOW, THEREFORE be it resolved by the City of Midwest City Council that the Midwest City Arts Council is hereby established.

PASSED AND ADOPTED by the City Council of the City of Midwest City and signed by the Mayor this 25 of July 2023.

ATTEST:


Sara Hancock, City Clerk




Matthew D Dukes II, Mayor

APPROVED as to form and legality this 26th day of July 2023.


Donald D. Maisch, City Attorney



Risk Management
100 North Midwest Boulevard
Midwest City, OK, 73110
405.739.1237 / 405.739.1067

Memorandum

TO: Honorable Mayor and City Council

FROM: David Walker, Safety Coordinator

DATE: August 22, 2023

SUBJECT: Discussion, consideration, and possible action of declaring city vehicle 42-02-24, a 2021 Chevrolet Colorado, VIN number 1GCGSBEXM1101746 with total loss value of \$27,345.00 minus our \$500 deductible for a total of \$26,845.00, surplus to OMAG.

The 2021 Chevrolet Colorado identified above was involved in a two car accident. OMAG is the insurance carrier for collision coverage and has deemed the vehicle as a total loss due to cost of repair compared to total value of the vehicle.

Staff recommends this item be declared surplus and disposed of for the salvage value of \$16,500.00.

David Walker, Safety Coordinator

Attachment: OMAG Proof of Loss

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

Policy No. GLA140053105
Policy Period: 7/1/2022 to 7/1/2023

OMAG Claim No. 211933-1-LN

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.
2021	Chevrolet Colorado Unit-420224		101746

Origin: A loss caused by Collision occurred on September 16, 2022, the full particulars of which are as follows: OV hit IV.

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
\$ 27,345.00	\$ 500.00	\$	\$ 26,845.00

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 

(Authorized City Official's signature), City of Midwest City

Subscribed and sworn before me this 9th day of June, 2023


Notary Public



POWER OF ATTORNEY

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

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

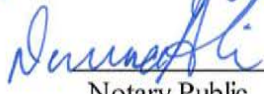
2021 Chevrolet Colorado Unit-420224, VIN 1GCGSBEAXM1101746,

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 9th day of June, 2023

Signed 
Craig R. Davis

Subscribed and Sworn to before me this 9th day of June, 2023

 Oklahoma Oklahoma
Notary Public County State





DISCUSSION ITEMS





Economic Development Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office: (405) 739-1218

rcoleman@MidwestCityOK.org

www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Midwest City Council

From: Robert Coleman, Director of Economic Development

Date: August 22, 2022

Subject: Public Hearing, discussion, consideration, possible action, to provide information and answer questions, pursuant to Title 62, Section 859 of the Oklahoma Statutes regarding the amendment to the provisions of the Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (“Increment District Number Three”): (i) to provide \$450,000 in development financing assistance to American Glass, Inc. (“AGI”) in connection with the development of a new headquarters and manufacturing facility to be located in the Soldier Creek Industrial Park, 7450 NE 23rd Street; (ii) to provide funds in the amount of \$5,600,000 for the construction of utility improvements to serve the 102,488 square foot Centrillium Protein Plant, located at approximately 7210 NE 36th Street with such facilities to be operated by Centrillium Protein, Inc. an Oklahoma corporation (“Centrillium”); (iii) to provide funding for rail line improvements in the amount of \$3,000,000 to serve the Centrillium site and reduce its cost of interstate transport and to serve the Soldier Creek Industrial Park and the AGI site; and (iv) to fund \$750,000 for public improvement projects in the NE 23rd Street corridor. (Economic Development - R. Coleman)

The original Project Plan for the North Side Improvement District (City of Midwest City TIF #3) was approved via Ordinance 3488 on August 23, 2022. It contained development financing assistance for Global Turbine Services (“GTS”) and Centrillium Protein (“Centrillium”). Following two public hearings, it was subsequently approved by the Midwest City Council.

GTS abandoned its project in the Soldier Creek Industrial Park (“SCIP”) in late 2022, due to a lack of projected work from Tinker AFB which disrupted its expansion plans. Fortunately, we successfully recruited American Glass, Inc. (“AGI”) to the former GTS site.

AGI forecasts a minimum total investment of \$10 million in building its new headquarters and glass wall assembly facility in SCIP. Thereafter, it plans to hire nearly 70 employees and contractors with an estimated annual payroll of over \$5 million. This project requires a comparatively small amount of development finance assistance, but our agreement with AGI also mandates rail service to the park at an estimated cost of slightly more than \$2 million.

Centrillum remains committed to hiring over 100 workers at wages that meet the requirements of the Oklahoma Quality Jobs Act. In addition, it has increased its projected investment in the Midwest City facility by approximately \$15 million as it has chosen to expand the plant's footprint by almost double. While the plant has grown, so have costs associated with the water, sanitary sewer and railroad improvements necessary for the project.

In the original Project Plan, public improvement costs for the Centrillum and GTS projects were estimated at a combined total of \$5.45 million. Engineers are now estimating these costs at nearly \$9 million and the projects have yet to bid. These increases were attributed to a major change to construction plans as well as hyper inflated material costs.

The overall cost of the Project Plan, once projected at a total of \$8.745 million, is now estimated at \$11 million. This is an increase of more than 5% of the estimated total project costs described in the original Project Plan. According to the Oklahoma Local Development Act §858, the governing body must make a formal amendment to the plan, including review by the Local Development Act Review Committee ("LDARC") and the Planning Commission if the proposed amendment adds more than five percent (5%) to the district's area; and/or if the proposed amendment increases the estimated public costs financed by apportioned tax increments by more than five percent (5%). Increment District #3 is also proposed to be extended by eight (8) additional years for a total maximum term of 20 years.

State statute (O.S. 61 § 859[a]) mandates the governing body conduct two public hearings before any subsequent amendment to the Project Plan. The first hearing is to provide information and to answer questions; provided, such information shall include, but not be limited to, an analysis of potential positive or negative impacts which may result from the adoption of a project plan. A representative of the city, town or county shall present the city, town or county's proposed plan or amendment thereto. The date of the second public hearing shall be announced in the presence of the persons in attendance at the hearing, but such date shall be more than seven (7) days after the date of the first public hearing. The purpose of the second public hearing shall be to give any interested persons the opportunity to express their views on the proposed plan or amendment thereto.

On July 19, 2023, the LDARC approved a resolution recommending adoption of the proposed amendments to the Project Plan. The Planning Commission on August 1, 2023, also approved a resolution in support of the proposed amendment. A public hearing is required at tonight's meeting but no other action is necessary.

Please contact my office at (405) 739-1218 with any question.

Respectfully,



Robert Coleman
Director of Economic Development

Attachments: Original Project Plan
Proposed First Amendment to Project Plan
LDARC Resolution 2023-01
Planning Commission Resolution 2023-09

**FIRST AMENDMENT TO PROJECT PLAN RELATING TO
INCREMENT DISTRICT NUMBER THREE,
CITY OF MIDWEST CITY, OKLAHOMA
(NORTH SIDE IMPROVEMENT DISTRICT)**

Submitted By The

CITY OF MIDWEST CITY, OKLAHOMA

And The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

DATED: July 1, 2023

INTRODUCTION

Over the years, proposals have been developed which called for public improvements along Northeast 23rd Street from North Air Depot Road to North Post Road. These proposals have pointed to the need for utility extensions, better transportation and pedestrian access, and enhanced streetscaping along the Northeast 23rd Street corridor. In addition, several industrial concerns have expressed interest in locating new commercial facilities along and north of this corridor; however, these firms would require an agreement by the City's economic development authorities to provide some level of development assistance before these location decisions can be finalized. (The financing of these improvements, along with the provision for development financing assistance, are hereinafter referred to as the "Project").

Due to the magnitude of the Project, and the significant public benefits which would accrue from the Project, the City of Midwest City, Oklahoma (hereinafter, the "City") and the Midwest City Economic Development Authority (hereinafter, the "Authority") proposed the use of a "tax increment district" to provide a portion of the needed financing assistance in connection with the Project. Under the City and the Authority's proposal, financing assistance generated through this tax increment district would be used to defray part of the extensive infrastructure, site development and development costs required by the Project.

On December 14, 2021, the City Council of the City adopted Resolution No. 2021-48, authorizing and directing the Midwest City Local Development Act Review Committee to analyze the City's proposal and to determine whether the area described in the proposal would qualify as an "increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes (hereinafter, the "Local Development Act"), and to make other recommendations and findings as required by the Local Development Act.

Following the meetings of the City's Local Development Act Review Committee, and the adoption by the committee of a recommendation for the approval of such district, the City Council of the City, on August 23, 2022, adopted and approved Ordinance No. 3488 (the "Ordinance"), and that certain "Project Plan Relating to Increment Number Three, City of Midwest City, Oklahoma (North Side Improvement District Project)" (the "Project Plan"), which Ordinance and Project Plan established "Increment District Number Three, City of Midwest City, Oklahoma" (the "North Side Improvement District").

Among other purposes, the Project Plan approved and adopted by the Ordinance provided for development financing assistance to be provided to Global Turbine Systems ("GTS") relating to GTS' proposal to locate a testing and manufacturing facility within the Soldier Creek Industrial Park. Unfortunately, GTS ultimately decided not to locate its new facility at that site. Thereafter, the City continued to market the GTS site and has successfully recruited a new industrial prospect, American Glass, Inc., an Oklahoma corporation (hereinafter, "AGI"), with the result being that the Authority and the Midwest City Utilities Authority have now approved that certain "Economic Development Financing Assistance Agreement" dated June 27, 2023 (hereinafter, the "AGI Financing Assistance Agreement"), with AGI.

AGI, a glass and glazing contractor involved in the manufacturing and installation of glass wall systems, intends to develop, construct, equip and operate a new headquarters facility for its operations within the Soldier Creek Industrial Park (hereinafter, the "AGI Facilities"). Under the

terms of the AGI Financing Assistance Agreement, the Authority and the Midwest City Utilities Authority, have agreed to make certain incentives available to AGI to assist in their construction and operation of the AGI Facilities. The City now desires to update the terms of the Project Plan to reflect the development financing assistance to AGI.

In addition, the second economic development project identified in the Project Plan as “Project Oscar” has continued to progress with construction of new industrial facilities to begin in the second half of 2023. While the timeline for Project Oscar has been somewhat delayed, the facilities being proposed have increased in size from 53,000 square feet to 102,000 square feet. This is expected to increase the public revenues which will accrue from Project Oscar.

This amendment to the Project Plan (hereinafter, the “First Amendment to Project Plan”) was prepared to allow for the incentivization of a different economic development project within the North Side Improvement District, and to reflect changes to a second economic development project.

The First Amendment to Project Plan was prepared by the staff of the City, with the assistance of consultants retained by the Authority, to present the information required by the Local Development Act in relation to the establishment and continued administration of the North Side Improvement District. Any statements contained herein or in the appendices and exhibits hereto, involving matters of opinion, estimates or projections, whether expressly so stated, are intended as such and not as representations of fact. Summaries of documents referred to herein do not purport to be complete or definitive, and all references made to such documents are qualified in their entirety by reference to the complete document. The information contained herein has been compiled from sources believed to be reliable, as of the date hereof. Such information is subject to change and/or correction, at any time prior to the adoption of this Project Plan by the City.

SECTION 1. Article II of the Project Plan, captioned “PROPOSED PUBLIC WORKS OR IMPROVEMENT, ANTICIPATED PRIVATE IMPROVEMENT, AND ESTIMATED PUBLIC REVENUES” is hereby amended to read in its entirety, as follows:

“II. PROPOSED PUBLIC WORKS OR IMPROVEMENTS, ANTICIPATED PRIVATE IMPROVEMENTS, AND ESTIMATED PUBLIC REVENUES

A. Listing of Type and Location of Public Works or Improvements

The public work or improvements being proposed are, as follows:

(1) DEVELOPMENT FINANCING ASSISTANCE - The public works or improvements authorized under this Project Plan will include the payment or reimbursement of a portion of the costs incurred by American Glass, Inc. (or its affiliate) (hereinafter, “AGI”) for improvements related to a new headquarters and manufacturing facility for its operations being constructed by AGI (hereinafter, the “AGI Facilities”). Development financing assistance for these improvements will be provided to AGI pursuant to the terms of an a “Economic Development Financing Assistance Agreement” (hereinafter, the “AGI Financing Assistance Agreement”), with AGI which agreement will provide for the

payment or reimbursement of a portion of the costs associated with these improvements in an amount not to exceed \$450,000.

(2) UTILITY IMPROVEMENTS - Certain of the public works or improvements authorized under this Project Plan will consist of utility improvements and will be necessitated by the construction of the food processing and warehousing facilities to serve Project Oscar (hereinafter, the “Project Oscar Facilities”), as well as to serve the AGI Facilities. Such utility improvements will include the following:

(i) Sanitary Sewer Extensions – The infrastructure improvements will include the construction of a sanitary sewer main and branch extensions to serve the Project Oscar Facilities. Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including sewers, similar public improvements, related common utility or service facilities, related landscaping, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal. Project costs under this category are estimated to be \$2,000,000, with such improvements to be constructed by the City or one of its related public trust authorities.

(ii) Water Distribution System Improvements –The infrastructure improvements will include the construction of improvements to the water distribution system within the area of the Project Oscar Facility main line within the Project Area. Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including water distribution and supply systems, similar public improvements, related common utility or service facilities, related landscaping, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; professional service costs, including those incurred for architectural, planning, engineering and legal. Project costs under this category are estimated to be \$3,600,000, with such improvements to be constructed by the City or one of its related public trust authorities.

Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures; new or existing roadways, including curbing, sidewalks and any similar public improvements, common utility or service facilities; traffic signals, utility structures and fixtures; sanitary sewers and similar public improvements, related common utility or service facilities; water distribution and supply systems, landscaping; parking; water detention/retention systems; retaining walls, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; new or existing structures and fixtures; and professional service costs, including those incurred for architectural, planning, engineering and legal.

(3) RAIL SYSTEM IMPROVEMENTS - The public works or improvements authorized under this Project Plan will include the payment for the costs of installing a railroad switch

or spur to serve the Project Oscar Facilities and the AGI Facilities. “Project costs” under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing tracks, railways, roadbeds or overpasses and/or transportation structures, fixtures, and ancillary public improvements, including bridges, sidewalks and any similar public improvements, common utility or service facilities, landscaping, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal. Project costs under this category are estimated to be \$3,000,000, with such improvements to be constructed by the City or one of its related public trust authorities.

(4) N.E. 23RD STREET IMPROVEMENTS - The public works or improvements authorized under this Project Plan will include the payment of costs associated with the implementation of the Vision23 Project, which calls for the enhancement and revitalization of N.E. 23rd Street from its intersection with N. Air Depot to its intersection with N. Post Road. This project aims to achieve systemic improvements for the benefit of revitalization of economic development, traffic & pedestrian safety, and to promote better accessibility to commercial businesses. Infrastructure improvements will seek to provide a “pedestrian-friendly environment” though upgraded street lighting and dedicated “safe” crossings at major intersections. Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including streets, bridges and any similar public improvements, common utility or service facilities, related landscaping, parking and water detention/retention systems; the actual cost of the clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; professional service costs, including those incurred for architectural, planning, engineering and legal. It is estimated that the Project Costs for the Vision23 project will be approximately \$750,000.00, and would be undertaken by the City and the Authority.

(5) FINANCING COSTS. Not all project costs included in this Project Plan are intended by the City to be financed through the Authority. However, the City and the Authority may decide to finance certain of the costs described above in order to facilitate the completion of one or more projects. “Financing costs” will include all or a portion of the interest paid to holders of bonds, notes or other forms of indebtedness issued to pay for project costs (exclusive of capitalized interest), premiums paid over and above the principal amount for redemption prior to maturity; and fees for bond guarantees, letters of credit and bond insurance, if any. While many of these costs cannot be accurately predicted at this stage, it is estimated that the financing costs relating to such indebtedness will not exceed \$800,000.

(6) COSTS OF ISSUANCE. - Costs of issuance includes fees and expenses for bond counsel, financial advisor, printing, trustee bank, underwriters counsel and other similar expenses. It is estimated that costs of issuance will not exceed \$100,000.

(7) ORGANIZATIONAL AND DIRECT ADMINISTRATIVE COSTS – “Organizational costs” include the direct costs of organizing and implementing this Project Plan, including the costs of conducting any environmental studies, the cost of publicizing the consideration

of the project plan, and costs incidental in the creation of the North Side Improvement District for professional services or otherwise. “Direct administrative costs” include reasonable charges for the time spent by employees of the City and the Authority in connection with the supervision and administration of the above-mentioned projects or employees of private entities under contract with a public entity for project planning or implementation; professional service costs, including those incurred for architectural, planning, engineering, legal and financial advice and services. It is estimated that organizational costs will be approximately \$50,000 and direct administrative costs will be approximately \$10,000 per year, totaling \$250,000, over the life of the North Side Improvement District.

B. Anticipated Private Investments

American Glass, Inc.

American Glass, Inc. (“AGI”) has proposed the construction and operation of a new headquarters and manufacturing facility for its manufacturing and installation activities in the fabrication of glass wall systems, consisting of multiple buildings, which aggregate approximately 90,000 square feet to be constructed in two phases (the “AGI”). In the first phase, AGI would construct a 90,000 square foot glass wall assembly factory and company headquarters. This facility would employ approximately 68 people from around central Oklahoma, including the City. The Company estimates that it will begin construction of this phase in August, 2023, with completion estimated by October, 2024.

The second phase of the AGI Facilities will consist of a 80,000 square foot maintenance, repair and manufacturing building. Such facilities would allow AGI to hire an additional 30 persons. Construction of this phase is estimated to begin in January, 2026 and be completed no later than March, 2027.

The total potential investment from both phases is estimated to be between \$10,000,000 and \$12,500,000. The estimated total annual payroll for both is \$5,390,000 based upon 68 full-time equivalent employees earning an average of \$55,000,000 per year.

Project Oscar

Project Oscar refers to the City’s initiative to assist Centrillum Proteins, LLC, an Oklahoma limited liability company (hereinafter, “Centrillum”) to develop, construct and operate new industrial facilities within the North Side Improvement District. Pursuant to that certain “Economic Development Assistance Agreement”, dated as of August 8, 2022 (hereinafter, the “Centrillum Financing Assistance Agreement”), by and among the Authority, Centrillum, and MTG Property Holdings, LLC (hereinafter, “MTG”), the Authority agreed to provide development financing assistance to the Company in connection with Centrillum’s plans to develop, construct and equip an advanced no-kill meat processing plant within the North Side Improvement District, and to operate such facilities to serve its customers.

Pursuant to the terms of the Centrillum Financing Assistance Agreement, and that certain “Agreement for Purchase and Sale of Real Estate”, dated as of May 26, 2022, by and between the

Authority and MTG, the Authority has agreed to sell real property owned by the Authority to MTG, on behalf of Centrillum. The Authority and MTG have now closed on the the real property identified in the Real Property Agreement, and Centrillum expects to begin construction during the third quarter of 2023, with completion estimated for September, 2024. Increases in the cost of building materials have increased the estimated construction cost of the Centrillum facilities to \$70,000,000.

Centrillum now anticipates that its new facility will consist of a 93,000 square foot food processing facility. Such a facility would employ at least 90 employees and grow over time to employ a total of 150 people. Average wages for employees are expected to total \$52,000 per year.

Vision23

The City anticipates that the improvements it will make to N.E. 23rd Street in connection with the Vision23 project will attract new private investment from both current and future business owners along the N.E. 23rd Street corridor. While no estimate can be made as to the amount of private investment that will be made in the next five-to-ten-year period, the City believes that this new private investment will range between \$1 to \$10 million dollars within the boundaries of the North Side Improvement District in the coming years.

C. Estimated Public Revenues

The City estimates that the public works or improvements described herein will result in increases in not only municipal sales taxes collected within the North Side Improvement District, but in other types of tax revenues as well, such as ad valorem taxes. These public revenues are estimated to accrue, as follows:

(1) Ad Valorem Taxes - The estimates regarding increases in ad valorem taxes are based upon the following assumptions:

Real Property Taxes. Based upon an assessment ratio of eleven percent (11%) for real property, and tax rates of between \$97.67 dollars per thousand (97.67 mills) and \$115.86 dollars per thousand (115.85 mills), it is estimated that real property ad valorem revenues generated by the new investment within the North Side Improvement District will increase by between \$12,095 to \$1,229,697 per year. These increases in new real property ad valorem revenues are expected to total approximately \$18,224,800 over the twenty (20) year expected term of the North Side Improvement District.

Personal Property Taxes. Based upon an assessment ratio of thirteen and three-quarters percent (13.75%) for business personal property, and an average tax rate of \$120.00 dollars per thousand (120 mills), it is estimated that ad valorem revenues generated from the installation of personal property within the North Side Improvement District will increase by between \$1,000 to \$15,000 per year. These increases in new business personal ad valorem revenues are expected to total

approximately \$120,000 over the twenty (20) year expected term of the North Side Improvement District.

(2) City Sales and Use Taxes - The City currently levies sales and use taxes in the amount of four and 60/100 cents (\$0.046) per dollar of taxable sales. The City estimates that, based upon the current City sales and use tax rates, economic activity within the North Side Improvement District will generate an annual increase in City sales and use tax revenue of between \$1,000 to \$5,000 per year, and is expected to generate approximately \$60,000 in new sales and use tax revenues for the City over the twenty (20) year term of the North Side Improvement District. **(Note: This Project Plan does not authorize or contemplate the apportionment of City sales and use taxes revenues generated within the North Side Improvement District for the payment of any project costs described herein.)**

SECTION 2. Article III of the Project Plan, captioned “LISTING OF ESTIMATED PROJECT COSTS” is hereby amended to read in its entirety, as follows:

**“III. LISTING OF ESTIMATED PROJECT COSTS
AND ADMINISTRATIVE EXPENSES**

1. Development Financing Assistance	\$ 450,000
2. Utility Improvements:	
Sanitary Sewer Improvements	2,000,000
Water Distribution System Improvements	3,600,000
3. Rail System Improvements	3,000,000
4. N.E. 23rd Street Improvements	750,000
5. Financing Costs	800,000
6. Costs of Issuance	100,000
7. Organizational and Direct Administrative Costs	<u>250,000</u>
Total	\$10,750,000

SECTION 3. Article IV of the Project Plan, captioned “METHODS OF FINANCING PROJECT COSTS, EXPECTED SOURCES OF REVENUES, AND TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED” is hereby amended to read in its entirety, as follows:

**“IV. METHODS OF FINANCING PROJECT COSTS, EXPECTED
SOURCES OF REVENUES, AND TIME WHEN COSTS OR
MONETARY OBLIGATIONS ARE TO BE INCURRED**

A. Methods of Financing

It is expected that all project costs described above (except for principal, uncapped interest payments and redemption premiums, if any, paid on any tax apportionment bonds or notes) will be paid from one of the following sources:

- (i) from increment revenues generated within the North Side Improvement District;
- (ii) from such other funds of the City or the Authority as may be lawfully used for the purposes hereinabove stated; and/or
- (ii) from proceeds from the “Midwest City Economic Development Authority Tax Apportionment Note, Series 20xx (North Side Improvement District Project)” (hereinafter, the “Series 20xx Note”).”

B. Expected Sources of Revenues

The payment or reimbursement of project costs will be made from following source(s) of revenues:

(1) Ad Valorem Taxes - In accordance with the provisions of the Local Development Act, increments of ad valorem taxes generated within the North Side Improvement District, as such increments are determined and defined by the Local Development Act, are to be apportioned and set aside from all other ad valorem taxes levied within the North Side Improvement District, to be used exclusively for:

- (i) the payment of “project costs” incurred in connection with the development or construction of those projects listed in this Project Plan;
- (ii) the reimbursement of the City, or any agency thereof (including the Authority), which has paid “project costs” from funds which were not increments derived from the North Side Improvement District, but only to the extent that such sums were actually paid; and
- (iii) the payment of principal, interest and premium, if any, on the Series 20xx Note, issued pursuant to Section 863 of the Local Development Act.

(Such revenues being hereinafter referred to as the “Ad Valorem Increment Revenues”).

The apportionment of Ad Valorem Increment Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all “project costs” incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal and accrued interest due on any “tax apportionment bonds or notes” issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twenty (20) years from the Effective Date (hereinafter defined) of the North Side Improvement District.

In the event that a portion of the principal of or interest on any “tax apportionment bonds or notes” issued in connection herewith, remains unpaid as of the twentieth (20th) anniversary of the Effective Date of this Project Plan, then, the North Side Improvement District shall not terminate until the Ad Valorem Increment Revenues apportioned during the twentieth (20th) year are actually received by the Apportionment Fund, even if the

receipt of such revenues occurs subsequent to the twentieth (20th) anniversary of the Effective Date of this district.

Pursuant to the Local Development Act, the Ad Valorem Increment Revenues apportioned hereunder shall be transferred by the respective taxing authorities to a special fund to be known as the “North Side Improvement District Apportionment Fund” (hereinafter, the “Apportionment Fund”), which fund will be held by and be the property of, the Midwest City Economic Development Authority (the “Authority”) (except that such fund may also be held by a trustee acting on behalf of the Authority). No portion of such revenues and no portion of the Apportionment Fund shall constitute a part of the general fund of the City. All Ad Valorem Increment Revenues so collected shall be placed into a separate account created within the Apportionment Fund and used to pay “project costs” described herein. Such account may also be pledged as security for the payment of the Series 20xx Note, if issued. (Such account being hereinafter referred to as the “Ad Valorem Increment Revenue Account”).

(2) State of Oklahoma Reimbursement Fund Revenues. To the extent that: (a) one or more private entities located within the North Side Improvement District applies for and receives an exemption from the payment of ad valorem taxes pursuant to Article X, Section 6B of the Oklahoma Constitution relating to exemptions for “qualified manufacturing concerns”; (b) an application is made for reimbursement of ad valorem tax revenues lost by virtue of such exemption from the State of Oklahoma’s Ad Valorem Reimbursement Fund, pursuant to Title 62, Section 193 of the Oklahoma Statutes; and (c) such application is approved by the Oklahoma Tax Commission, then, in that event, revenues received from the Ad Valorem Reimbursement Fund (hereinafter, the “Reimbursement Revenues”), are also to be apportioned and set aside from other revenues, and, pursuant to the provisions of Title 62, Section 193 of the Oklahoma Statutes, used to the same extent and in the same manner as other ad valorem taxes which are collected within the North Side Improvement District for:

- (i) the payment of “project costs” incurred in connection with the development or construction of those projects listed in this Project Plan; and
- (ii) the reimbursement of the City, or any agency thereof (including the Authority), which has paid “project costs” from funds which were not increments derived from the North Side Improvement District, but only to the extent that such sums were actually paid.
- (iii) the payment of principal, interest and premium, if any, on the Series 20xx Note, issued pursuant to Section 863 of the Local Development Act.

The apportionment of Reimbursement Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all “project costs” incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal and accrued interest due on any “tax apportionment bonds or notes” issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto

extend beyond twenty (20) years from the Effective Date (hereinafter defined) of the North Side Improvement District.

In the event that a portion of the principal of or interest on any “tax apportionment bonds or notes” issued in connection herewith, remains unpaid as of the twentieth (20th) anniversary of the Effective Date of this Project Plan, then, the North Side Improvement District shall not terminate until the Reimbursement Revenues apportioned during the twentieth (20th) year are actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the twentieth (20th) anniversary of the Effective Date of this district.

Pursuant to the Local Development Act, the Reimbursement Revenues apportioned hereunder shall be transferred by the respective taxing authorities to the Apportionment Fund. No portion of such revenues and no portion of the Apportionment Fund shall constitute a part of the general fund of the City. All Ad Valorem Increment Revenues so collected shall be placed into a separate account created within the Apportionment Fund and used to pay “project costs” described herein. Such account may also be pledged as security for the payment of the Series 20xx Note, if issued. (Such account being hereinafter referred to as the “Reimbursement Revenue Account”).”

C. Time When Costs Or Monetary Obligations Are To Be Incurred.

Except as otherwise provided, all costs associated with the projects described herein (with the exception of financing costs) will be incurred within thirty-six (36) months of the Effective Date of the North Side Improvement District. Financing costs, if any, will be incurred during the remaining term of the North Side Improvement District.”

D. Distribution of Revenues.

During the term of the North Side Improvement District, all Ad Valorem Increment Revenues and Reimbursement Revenues (hereinafter, collectively, the “Apportioned Revenues”) will be used, as follows:

FIRST, to pay principal and interest next due on the Series 20xx Note, if issued;

SECOND, to pay “project costs” as described herein;

THIRD, to pay any unreimbursed “project costs” which were not otherwise financed through the Series 20xx Note, and which had been previously incurred by the Authority or the City; and

FOURTH, the balance shall be used to prepay the principal outstanding under the Series 20xx Note prior to its scheduled maturity.”

All other provision of the Project Plan not modified herein shall remain as originally contained in the Project Plan as adopted by the Ordinance.

ORDINANCE NO. 3488

AN ORDINANCE APPROVING AND ADOPTING THAT CERTAIN “PROJECT PLAN RELATING TO INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA (NORTH SIDE IMPROVEMENT DISTRICT)”; RATIFYING AND CONFIRMING ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE MIDWEST CITY LOCAL DEVELOPMENT ACT REVIEW COMMITTEE; ESTABLISHING “INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA”; DESIGNATING AND ADOPTING PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; ADOPTING CERTAIN FINDINGS; APPORTIONING INCREMENTAL AD VALOREM TAX REVENUES; CREATING THE NORTH SIDE IMPROVEMENT DISTRICT APPORTIONMENT FUND; DESIGNATING THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY (THE “AUTHORITY”) AS THE PUBLIC ENTITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN AND AUTHORIZING THE AUTHORITY TO MAKE MINOR PLAN AMENDMENTS; AUTHORIZING THE AUTHORITY TO ISSUE TAX APPORTIONMENT BONDS OR NOTES; DESIGNATING THE CITY MANAGER/GENERAL ADMINISTRATOR OF THE AUTHORITY AS THE PERSON IN CHARGE OF THE ADMINISTRATION OF THE PROJECT PLAN; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, proposals have been developed over the years which called for public improvements along Northeast 23rd Street from North Air Depot Road to North Post Road, which have pointed to the need for utility extensions, better transportation and pedestrian access, and enhanced streetscaping along the Northeast 23rd Street corridor; and

WHEREAS, several industrial concerns have also expressed interest in locating new commercial facilities along and north of this corridor, and would require an agreement by the City’s economic development authorities to provide some level of development assistance before these location decisions can be finalized; and

WHEREAS, the City of Midwest City, Oklahoma (hereinafter, the “City”) and the Midwest City Economic Development Authority (hereinafter, the “Authority”) have proposed the use of a “tax increment district” to provide a portion of the needed development assistance in connection with the Project; and

WHEREAS, under the City and the Authority’s proposal, development financing assistance generated through this tax increment district would be used to defray part of the extensive infrastructure, site development and development financing costs required by these improvements; and

WHEREAS, Article X, Section 6C of the Oklahoma Constitution, along with the provisions of the Oklahoma Local Development Act, Title 62, Section 850 et seq. of the Oklahoma Statutes, as amended (hereinafter, the “Local Development Act”), authorizes cities,

towns and counties to adopt incentives for the development or redevelopment of areas determined by the governing body of such city, town or county to be unproductive, undeveloped, underdeveloped or blighted and empowers the governing body of such cities, towns or counties to create special districts to apportion tax increments within such areas to help finance the public costs of such development or redevelopment; and

WHEREAS, on December 14, 2021, the City Council of the City adopted Resolution No. 2021-48, authorizing and directing the Midwest City Local Development Act Review Committee to analyze the City's proposal and to determine whether the area described in the proposal would qualify as an "increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes (hereinafter, the "Local Development Act"), and to make other recommendations and findings as required by the Local Development Act; and

WHEREAS, the Authority's proposal has been incorporated into the terms of that certain "Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (North Side Improvement District)" dated June 1, 2022 (hereinafter, the "Project Plan"); and

WHEREAS, the Project Plan provides for the terms and conditions under which a tax increment district may assist in providing development financing assistance to the City and the industrial prospects that are interested in locating within this area; and

WHEREAS, the Local Development Act Review Committee, representing each of the taxing jurisdictions in which the proposed district is located, as well as the public at large, has reviewed the Project Plan and the proposed tax increment district in accordance with the criteria specified in the Local Development Act; and

WHEREAS, the Local Development Act Review Committee has also considered the financial impact of the Project Plan on each taxing jurisdiction, and has made its findings as to the financial impact which will result from the adoption of the Project Plan; and

WHEREAS, the City of Midwest City Planning Commission (hereinafter, the "Planning Commission") has adopted a resolution declaring the Project Plan to be in compliance with the Comprehensive Plan of the City of Midwest City and recommending approval of the Project Plan; and

WHEREAS, all reasonable efforts have been made to allow full public knowledge and participation in the application of the Local Development Act in the review and approval of the proposed Project Plan and related tax increment district; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, in accordance with the provisions of the Local Development Act, the Oklahoma Open Meetings Act, Title 25, Sections 301 et seq. of the Oklahoma Statutes, and other applicable laws; and

WHEREAS, implementation of the Project Plan will be facilitated by the designation of the Authority as the public entity authorized to carry out and administer the Project Plan and to exercise certain powers necessary thereto; and

WHEREAS, it is in the best interests of the City of Midwest City and its citizens to approve the Project Plan, to establish the proposed tax increment district and to authorize the Authority to undertake those programs and projects described therein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, TO-WIT:

SECTION 1. Approving and Adopting the Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma. That certain “Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (North Side Improvement District”, dated June 1, 2022, as recommended by the Local Development Act Review Committee and the Planning Commission, is hereby adopted and approved in the form attached hereto as Exhibit “A”.

SECTION 2. Ratifying and Confirming Actions, Recommendations and Findings. All actions taken, recommendations, findings and conclusions made in connection with the Project Plan by the Local Development Act Review Committee and the Planning Commission are hereby ratified and confirmed.

SECTION 3. Establishing “Increment District Number Three, City of Midwest City, Oklahoma”. There is hereby established “Increment District Number Three, City of Midwest City, Oklahoma”, in accordance with the provisions of Section 861 and other applicable provisions of the Local Development Act, which district shall be effective as of September 1, 2022, or the effective date of this Ordinance, whichever is later. For identification purposes, the name of the tax increment district being established by this Ordinance may also be referred to herein as the “North Side Improvement District”.

SECTION 4. Designating and Adopting Project Area and Increment District Boundaries. The boundaries of the North Side Improvement District and the related Project Area are hereby adopted as set forth in Exhibit “B” and Exhibit “C”, respectively, both attached hereto and made a part hereof.

SECTION 5. Adopting Certain Findings. In accordance with the Local Development Act, the City Council hereby finds:

A. That boundaries of the proposed district are within an area requiring public improvements to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base. Therefore, the proposed district qualifies as a “reinvestment area” pursuant to Section 853 of the Local Development Act, and is eligible for designation as a tax increment district.

B. That contemplated private and public projects within the North Side Improvement District are likely to enhance the value of other real property, increase ad valorem tax revenues to taxing jurisdictions, increase sales taxes for the City of Midwest City and Rogers County, Oklahoma, and effectuate an increase in employment opportunities within the North Side Improvement District, as well as promote the general public interest.

C. That the guidelines specified in Section 852 of the Local Development Act have been and shall be followed in relation to the North Side Improvement District and the Project Plan relating thereto.

D. That the aggregate net assessed value of all taxable property in all districts within the City of Midwest City, as determined pursuant to Section 862 of the Local Development Act, does not exceed twenty-five (25%) of the total net assessed value of taxable property within the City of Midwest City, Oklahoma.

E. That the aggregate net assessed value of the taxable property in all districts, as determined pursuant to Section 862 of the Local Development Act, within the City of Midwest City, Oklahoma, does not exceed twenty-five percent (25%) of the total net assessed value of any school district located within the City of Midwest City.

F. That the land area contained within all districts, as determined pursuant to Section 862 of the Local Development Act, within the City of Midwest City does not and shall not exceed twenty-five percent (25%) of the total land area of the City of Midwest City, Oklahoma.

G. That the Project Plan is feasible and conforms to the Comprehensive Plan of the City of Midwest City, Oklahoma.

SECTION 6. Apportioning Incremental Ad Valorem Tax Revenues. In accordance with the provisions of the Local Development Act, incremental ad valorem taxes generated within the North Side Improvement District, as such incremental revenues are determined and defined by the Local Development Act (hereinafter, the "Ad Valorem Increment Revenues"), are hereby apportioned and set aside from all other ad valorem taxes levied within the North Side Improvement District, to be used for:

(i) the payment of "project costs" incurred in connection with the development or construction of those projects listed in this Project Plan;

(ii) the reimbursement of the City, or any agency thereof (including the Authority), which has paid "project costs" from funds which were not increments derived from the North Side Improvement District, but only to the extent that such sums were actually paid; and

(iii) the payment of principal, interest and premium, if any, on the Series 20xx Note, issued pursuant to Section 863 of the Local Development Act.

The apportionment of Ad Valorem Increment Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all "project costs" incurred in connection with the projects listed in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on any "tax apportionment bonds or notes" issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twelve (12) years from the original effective date of this Ordinance, unless extended by action of the governing body of the City.

In the event that a portion of the principal of or interest on any "tax apportionment bonds or notes" issued in connection herewith remains unpaid as of the twelfth (12th) anniversary of the original effective date of this Ordinance, then, the North Side Improvement District shall not terminate until the increment apportioned during the twelfth (12th) year is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the twelfth (12th) anniversary of the original effective date of this Ordinance, unless such period is modified by subsequent action of the City Council.

SECTION 7. Creating the North Side Improvement District Apportionment Fund.

During the period of apportionment, and subject to the City's right to subsequently repeal, modify or amend this Ordinance, the increments apportioned hereunder shall be transferred by the respective taxing authorities to the "North Side Improvement District Apportionment Fund" (herein, the "Apportionment Fund"), which fund shall be held by and be the property of, the Midwest City Economic Development Authority (except that such fund may also be held by a trustee bank acting on behalf of the Authority). No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City of Midwest City. Pursuant to the Local Development Act, the Ad Valorem Increment Revenues apportioned hereunder shall be transferred by the respective taxing authorities to the Apportionment Fund.

SECTION 8. Designating the Midwest City Economic Development Authority As the Public Entity to Carry Out and Administer the Project Plan and Authorizing the Authority to Make Minor Amendments to the Project Plan.

The Midwest City Economic Development Authority shall be and is hereby designated and authorized as the public entity to carry out and administer the provisions of the Project Plan, in accordance with its respective responsibilities, and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act or the Public Trust Act, Title 60, Section 176 et seq. of the Oklahoma Statutes, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered to be "minor" if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not affect more than five percent (5%) of the district's area; or (iii) does not affect more than five percent (5%) of the public costs of the plan to be financed by apportioned tax increments, all as determined on a cumulative basis.

SECTION 9. Authorizing the Midwest City Economic Development Authority to Issue Tax Apportionment Bonds or Notes.

The Midwest City Economic Development

Authority shall have the authority to issue tax apportionment bonds or notes and to pay costs of issuance and to fund appropriate reserves, in connection therewith, all in accordance with the provisions of the Project Plan. The Midwest City Economic Development Authority is also authorized to irrevocably pledge all or part of the apportioned increments and other revenue for the payment of the tax apportionment bonds or notes. The part of the apportioned increments pledged in payment may be used only for the payment of the bonds or notes or interest on the bonds or notes until the bonds or notes have been fully paid. In authorizing the irrevocable pledging of such increments, it is the express intention of the City Council that the North Side Improvement District will remain in place until all of the outstanding principal, accrued interest and premium, if any, on any such tax apportionment bonds or notes have been paid in full. Notwithstanding such intention, the City, by these provisions, does not waive any right which it has now or may have in the future, to repeal, modify or amend this Ordinance, by subsequent action of the City Council, as provided in Section 856(C) of the Local Development Act. In adopting this Ordinance, the City does not purport to create any contractual obligation extending beyond the City's current or any subsequent fiscal year with regard to the establishment or maintenance of the North Side Improvement District, or the apportionment of ad valorem tax increments; provided, however, that the City may, on a year-to-year basis, agree to transfer to the Apportionment Fund, any apportioned increments which it receives. All tax apportionment bonds or notes issued pursuant to this section shall state that such bond or note is not a debt, general or special, liability or obligation of the City of Midwest City or the State of Oklahoma or any other agency or authority of such entities, other than the Midwest City Economic Development Authority. The bond or note shall further state:

- (i) that the issuance of such bond or note does not give rise to a charge against the general credit or taxing powers of the City of Midwest City, or a claim on the revenues or resources of the State of Oklahoma, and
- (ii) that such bond or note is a special, limited obligation of the Midwest City Economic Development Authority, payable solely from the income, revenues and receipts derived or to be derived from the proceeds of certain tax increments paid over to the Authority and the funds and accounts held pursuant to the terms of any indenture or agreement authorizing the issuance of such bonds or notes.

SECTION 10. Designating the City Manager/General Manager as the Person

In Charge of the Administration of the Plan. The City Manager of the City/General Administrator of the Midwest City Economic Development Authority, or in his or her absence or during a vacancy in such office, the Assistant City Manager of the City shall be the person in charge of implementing the Project Plan.

SECTION 11. Providing for Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.


23 PASSED AND approved by the City Council of the City of Midwest City, Oklahoma this day of August, 2022.



THE CITY OF MIDWEST CITY, OKLAHOMA


MATTHEW D. DUKES, II, Mayor

ATTEST:


SARA HANCOCK, City Clerk

APPROVED as to form and legality this 13th day of September, 2022:

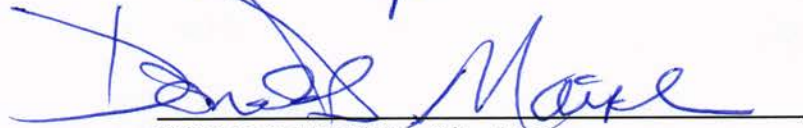

DONALD MAISCH, City Attorney



EXHIBIT "A"

COPY OF THE
PROJECT PLAN RELATING TO
INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA

**PROJECT PLAN RELATING TO
INCREMENT DISTRICT NUMBER THREE,
CITY OF MIDWEST CITY, OKLAHOMA
(NORTH SIDE IMPROVEMENT DISTRICT)**

Submitted By The

CITY OF MIDWEST CITY, OKLAHOMA

And The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

DATED: June 1, 2022

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INTRODUCTION

Over the years, proposals have been developed which called for public improvements along Northeast 23rd Street from North Air Depot Road to North Post Road. These proposals have pointed to the need for utility extensions, better transportation and pedestrian access, and enhanced streetscaping along the Northeast 23rd Street corridor. In addition, several industrial concerns have expressed interest in locating new commercial facilities along and north of this corridor; however, these firms would require an agreement by the City's economic development authorities to provide some level of development assistance before these location decisions can be finalized. (The financing of these improvements, along with the provision for development financing assistance, are hereinafter referred to as the "Project").

Due to the magnitude of the Project, and the significant public benefits which will accrue from it, the City of Midwest City, Oklahoma (hereinafter, the "City") and the Midwest City Economic Development Authority (hereinafter, the "Authority") have proposed the use of a "tax increment district" to provide a portion of the needed development assistance in connection with the Project. Under the City and the Authority's proposal, financing assistance generated through this tax increment district would be used to defray part of the extensive infrastructure, site development and development financing costs required by the Project.

On December 14, 2021, the City Council of the City adopted Resolution No. 2021-48, authorizing and directing the Midwest City Local Development Act Review Committee to analyze the City's proposal and to determine whether the area described in the proposal would qualify as an "increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes (hereinafter, the "Local Development Act"), and to make other recommendations and findings as required by the Local Development Act.

Before an "increment district" may be established, the Local Development Act requires that the City prepare a project plan which must include the following:

1. A description of the proposed boundaries of the district and the proposed boundaries of the project area by legal description and by street or other recognizable physical feature accompanied by a sketch clearly delineating the area in detail;
2. A statement listing the kind, number and location of the proposed public works or improvements, the anticipated private investments and the estimated public revenues which should accrue;
3. A list of estimated project costs including administrative expenses;
4. A general description of the methods of financing the estimated project costs, the expected sources of revenue to finance or pay project costs, and the general time when the costs or monetary obligations related thereto are to be incurred;
5. A map showing existing uses and conditions of real property in the district and a map showing proposed improvements to and proposed uses of that property;
6. Proposed changes in zoning;

7. Proposed changes in the master plan and city ordinances if required to implement the project plan;
8. The name of the person who shall be in charge of the implementation of all of the project plans of the district with such name being forwarded to the Oklahoma Department of Commerce; and
9. A designation of any public entity to be authorized to carry out all or part of the project plan.

This Project Plan was prepared by the staff of the City, with the assistance of the Authority, to present the information required by the Local Development Act in relation to the establishment of "Increment District Number Three, City of Midwest City, Oklahoma" (hereinafter, the "North Side Improvement District"). Any statements contained herein or in the appendices and exhibits hereto, involving matters of opinion, estimates or projections, whether expressly so stated, are intended as such and not as representations of fact. Summaries of documents referred to herein do not purport to be complete or definitive, and all references made to such documents are qualified in their entirety by reference to the complete document. The information contained herein has been compiled from sources believed to be reliable, as of the date hereof. Such information is subject to change and/or correction, at any time prior to the adoption of this Project Plan by the City.

I. DESCRIPTION OF THE BOUNDARIES OF THE DISTRICT AND THE PROJECT AREA

A. Boundaries of the District By Legal Description and Street

The legal description of the North Side Improvement District and a map of the same are attached hereto as Appendix "A"

B. Boundaries of the Project Area By Legal Description and Street.

The legal description of the North Side Improvement District Project Area (hereinafter, the "Project Area") and a map of the same are attached hereto as Appendix "B".

II. PROPOSED PUBLIC WORKS OR IMPROVEMENTS, ANTICIPATED PRIVATE IMPROVEMENTS, AND ESTIMATED PUBLIC REVENUES

A. Listing of Type and Location of Public Works or Improvements

The public work or improvements being proposed are, as follows:

(1) Development Financing Assistance - The public works or improvements authorized under this Project Plan will include the payment or reimbursement of costs incurred by Global Turbine Services, Inc. (or its affiliate) (hereinafter, "GTS") for improvements

related to the noise attenuation, landscaping, site development and building costs associated with the testing and manufacturing facilities being constructed by GTS (hereinafter, the "GTS Project Facilities"). Development financing assistance for these improvements will be provided to GTS pursuant to the terms of a "Development Financing Assistance Agreement" (hereinafter, the "GTS Financing Assistance Agreement"), between the Authority and GTS, which agreement will provide for the payment or reimbursement of a portion of the costs associated with these improvements in an amount not to exceed \$1,500,000.

(2) Off-Site Public Improvements Relating to the GTS Project Facilities - The public works or improvements authorized under this Project Plan will include the payment for the costs of improving traffic signalization and transportation improvements in the area of the GTS Project Facilities. These improvements will include acquisition and construction of enhanced traffic signalization and roadway striping on N.E. 23rd Street in the areas adjacent to the GTS Project Facilities. In addition, a new EMBARK bus stop may be constructed to serve employees working within the GTS Project Facilities. Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing roadways, traffic signals, bus stop structures and fixtures, and similar public improvements, related common utility or service facilities, related landscaping, clearing and grading of the project site and any environmental remediation related thereto; and professional service costs, including those incurred for architectural, planning, engineering and legal. Project costs under this category are estimated to be \$800,000, with such improvements to be constructed by the City or one of its related public trust authorities.

(3) Utility Improvements - Certain of the public works or improvements authorized under this Project Plan will consist of utility improvements and will be necessitated by the construction of the food processing and warehousing facilities to serve Project Oscar (hereinafter, the "Project Oscar Facilities"). Such utility improvements will include the following:

(i) Sanitary Sewer Extensions – The infrastructure improvements will include the construction of a sanitary sewer main and branch extensions to serve the Project Oscar Facilities. Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including sewers, similar public improvements, related common utility or service facilities, related landscaping, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal. Project costs under this category are estimated to be \$1,600,000, with such improvements to be constructed by the City or one of its related public trust authorities.

(ii) Water Distribution System Improvements –The infrastructure improvements will include the construction of improvements to the water distribution system within the area of the Project Oscar Facility main line within the Project Area. Project costs under this category include the actual costs of the acquisition,

demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including water distribution and supply systems, similar public improvements, related common utility or service facilities, related landscaping, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; professional service costs, including those incurred for architectural, planning, engineering and legal. Project costs under this category are estimated to be \$1,400,000, with such improvements to be constructed by the City or one of its related public trust authorities.

Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures; new or existing roadways, including curbing, sidewalks and any similar public improvements, common utility or service facilities; traffic signals, utility structures and fixtures; sanitary sewers and similar public improvements, related common utility or service facilities; water distribution and supply systems, landscaping; parking; water detention/retention systems; retaining walls, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; new or existing structures and fixtures; and professional service costs, including those incurred for architectural, planning, engineering and legal.

(4) Rail System Improvements - The public works or improvements authorized under this Project Plan will include the payment for the costs of installing a railroad switch or spur to serve the Project Oscar Facilities. "Project costs" under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing tracks, railways, roadbeds or overpasses and/or transportation structures, fixtures, and ancillary public improvements, including bridges, sidewalks and any similar public improvements, common utility or service facilities, landscaping, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal. Project costs under this category are estimated to be \$1,650,000, with such improvements to be constructed by the City or one of its related public trust authorities.

(5) N.E. 23rd Street Improvements - The public works or improvements authorized under this Project Plan will include the payment of costs associated with the implementation of the Vision23 Project, which calls for the enhancement and revitalization of N.E. 23rd Street from its intersection with N. Air Depot to its intersection with N. Post Road. This project aims to achieve systemic improvements for the benefit of revitalization of economic development, traffic & pedestrian safety, and to promote better accessibility to commercial businesses. Infrastructure improvements will seek to provide a "pedestrian-friendly environment" through upgraded street lighting and dedicated "safe" crossings at major intersections. Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including streets, bridges and any similar public improvements, common utility or service facilities, related landscaping, parking and water detention/retention systems; the actual cost of the clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; professional

service costs, including those incurred for architectural, planning, engineering and legal. It is estimated that the Project Costs for the Vision23 project will be approximately \$750,000.00, and would be undertaken by the City and the Authority.

(6) Financing Costs. Most of the project costs included in this Project Plan are intended by the Authority to be paid directly from increment revenues generated from the North Side Improvement District or from other funds of the Authority or the City. However, the City and the Authority may decide to finance certain of the costs described above in order to facilitate the completion of one or more projects. “Financing costs” will include all or a portion of the interest paid to holders of bonds, notes or other forms of indebtedness issued to pay for project costs (exclusive of capitalized interest), premiums paid over and above the principal amount for redemption prior to maturity; and fees for bond guarantees, letters of credit and bond insurance, if any. While many of these costs cannot be accurately predicted at this stage, it is estimated that the financing costs relating to such indebtedness will not exceed \$800,000.

(7) Costs Of Issuance. - Costs of issuance includes fees and expenses for bond counsel, financial advisor, printing, trustee bank, underwriters counsel and other similar expenses. It is estimated that costs of issuance will not exceed \$100,000.

(8) Organizational And Direct Administrative Costs – “Organizational costs” include the direct costs of organizing and implementing this Project Plan, including the costs of conducting any environmental studies, the cost of publicizing the consideration of the project plan, and costs incidental in the creation of the North Side Improvement District for professional services or otherwise. “Direct administrative costs” include reasonable charges for the time spent by employees of the City and the Authority in connection with the supervision and administration of the above-mentioned projects or employees of private entities under contract with a public entity for project planning or implementation; professional service costs, including those incurred for architectural, planning, engineering, legal and financial advice and services. It is estimated that organizational costs will be approximately \$60,000 and direct administrative costs will be approximately \$20,000 per year, totaling \$240,000, over the life of the North Side Improvement District. The total of both Organizational and Direct Administrative Costs is estimated to be \$300,000.

B. Anticipated Private Investments

Global Turbine Services, Inc.

Global Turbine Services, Inc. (“GTS”) has proposed the construction of testing and manufacturing facility consisting of multiple buildings, which aggregate approximately 325,000 square feet to be constructed in three phases (the “GTS Project Facilities”). In the first phase, GTS would construct a 25,000 square foot jet engine test cell facility capable of testing military and civilian engines prior to installation. This facility would employ approximately 30 people from around central Oklahoma, including the City. The Company estimates that it will begin construction of this phase in November, 2022, with completion estimated by August, 2024.

The second phase of the GTS Project Facilities will consist of a 150,000 square foot maintenance, repair and overhaul building, with approximately 10% of such being devoted to administrative office space. Such facilities would allow GTS to hire an additional 120 persons. Construction of this phase is estimated to begin in July, 2023 and be completed no later than July, 2025.

The third phase of the GTS Project Facilities is expected to consist of another 150,000 square foot maintenance, repair and overhaul building which will require the company to hire an additional 140 employees. Construction of this third phase is estimated to begin in July, 2024 and be completed no later than July, 2026.

The total potential investment from all three phases is estimated to be between \$25,000,000 and \$60,000,000. The estimated total annual payroll for all three phases is \$13,000,000 based upon 200 full-time equivalent employees earning an average of \$65,000.00 per year.

Project Oscar

The City is currently in negotiations with a company that is seeking a location for a 55,000 square foot food processing facility. Such a facility would employ at least 90 employees and grow over time to employ a total of 150 people. If the company locates in Midwest City, construction would be expected to begin not later than December of this year, with completion estimated for December, 2023. Average wages for employees are expected to total \$52,000 per year.

Vision23

The City anticipates that the improvements it will make to N.E. 23rd Street in connection with the Vision23 project will attract new private investment from both current and future business owners along the N.E. 23rd Street corridor. While no estimate can be made as to the amount of private investment that will be made in the next five-to-ten-year period, the City believes that this new private investment will range between \$1 to \$10.5 million dollars within the boundaries of the North Side Improvement District in the coming years.

C. Estimated Public Revenues

The City estimates that the public works or improvements described herein will result in increases in not only municipal sales taxes collected within the North Side Improvement District, but in other types of tax revenues as well, such as ad valorem taxes. These public revenues are estimated to accrue, as follows:

(1) Ad Valorem Taxes - The estimates regarding increases in ad valorem taxes are based upon the following assumptions:

Real Property Taxes. Based upon an assessment ratio of eleven percent (11%) for real property, and an average tax rate of \$120 dollars per thousand (120 mills), it is estimated that real property ad valorem revenues generated by the new investment within the North Side Improvement District will increase by between \$8,491 to \$1,314,705 per year. These increases in new real property ad valorem revenues are

expected to total approximately \$11,528,143 over the twelve (12) year expected term of the North Side Improvement District.

Personal Property Taxes. Based upon an assessment ratio of thirteen and three-quarters percent (13.75%) for business personal property, and an average tax rate of \$120.00 dollars per thousand (120 mills), it is estimated that ad valorem revenues generated from the installation of personal property within the North Side Improvement District will increase by between \$1,000 to \$15,000 per year. These increases in new business personal ad valorem revenues are expected to total approximately \$120,000 over the twelve (12) year expected term of the North Side Improvement District.

(2) City Sales and Use Taxes - The City currently levies sales and use taxes in the amount of four and 60/100 cents (\$0.046) per dollar of taxable sales. The City estimates that, based upon the current City sales and use tax rates, economic activity within the North Side Improvement District will generate an annual increase in City sales and use tax revenue of between \$1,000 to \$5,000 per year, and is expected to generate approximately \$30,000 in new sales and use tax revenues for the City over the twelve (12) year term of the North Side Improvement District. **(Note: This Project Plan does not authorize or contemplate the apportionment of City sales and use taxes revenues generated within the North Side Improvement District for the payment of any project costs described herein.)**

III. LISTING OF ESTIMATED PROJECT COSTS AND ADMINISTRATIVE EXPENSES

1. Development Financing Assistance -	\$ 1,500,000
2. Off-Site Public Improvements	800,000
3. Utility Improvements:	
Sanitary Sewer Improvements	1,600,000
Water Distribution System Improvements	1,400,000
4. Rail System Improvements	1,650,000
5. N.E. 23rd Street Improvements	750,000
6. Financing Costs	800,000
7. Costs of Issuance	100,000
8. Organizational and Direct Administrative Costs	<u>300,000</u>
Total	\$ 8,900,000

IV. METHODS OF FINANCING PROJECT COSTS, EXPECTED SOURCES OF REVENUES, AND TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

A. Methods of Financing

It is expected that all project costs described above (except for principal, uncapitalized interest payments and redemption premiums, if any, paid on any tax apportionment bonds or notes) will be paid from one of the following sources:

- (i) from increment revenues generated within the North Side Improvement District;
- (ii) from such other funds of the City or the Authority as may be lawfully used for the purposes hereinabove stated; and/or
- (ii) from proceeds from the “Midwest City Economic Development Authority Tax Apportionment Note, Series 20xx (North Side Improvement District Project)” (hereinafter, the “Series 20xx Note”).

B. Expected Sources of Revenues

The payment or reimbursement of project costs will be made from following source(s) of revenues:

(1) Ad Valorem Taxes - In accordance with the provisions of the Local Development Act, increments of ad valorem taxes generated within the North Side Improvement District, as such increments are determined and defined by the Local Development Act, are to be apportioned and set aside from all other ad valorem taxes levied within the North Side Improvement District, to be used exclusively for:

- (i) the payment of “project costs” incurred in connection with the development or construction of those projects listed in this Project Plan;
- (ii) the reimbursement of the City, or any agency thereof (including the Authority), which has paid “project costs” from funds which were not increments derived from the North Side Improvement District, but only to the extent that such sums were actually paid; and
- (iii) the payment of principal, interest and premium, if any, on the Series 20xx Note, issued pursuant to Section 863 of the Local Development Act.

(Such revenues being hereinafter referred to as the “Ad Valorem Increment Revenues”).

The apportionment of Ad Valorem Increment Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all “project costs” incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal and accrued interest due on any “tax apportionment bonds or notes” issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twelve (12) years from the Effective Date (hereinafter defined) of the North Side Improvement District.

In the event that a portion of the principal of or interest on any “tax apportionment bonds or notes” issued in connection herewith, remains unpaid as of the twelfth (12th) anniversary

of the Effective Date of this Project Plan, then, the North Side Improvement District shall not terminate until the Ad Valorem Increment Revenues apportioned during the twelfth (12th) year are actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the twelfth (12th) anniversary of the Effective Date of this district.

Pursuant to the Local Development Act, the Ad Valorem Increment Revenues apportioned hereunder shall be transferred by the respective taxing authorities to a special fund to be known as the "North Side Improvement District Apportionment Fund" (hereinafter, the "Apportionment Fund"), which fund will be held by and be the property of, the Midwest City Economic Development Authority (the "Authority") (except that such fund may also be held by a trustee acting on behalf of the Authority). No portion of such revenues and no portion of the Apportionment Fund shall constitute a part of the general fund of the City. All Ad Valorem Increment Revenues so collected shall be placed into a separate account created within the Apportionment Fund and used to pay "project costs" described herein. Such account may also be pledged as security for the payment of the Series 20xx Note, if issued. (Such account being hereinafter referred to as the "Ad Valorem Increment Revenue Account").

(2) State of Oklahoma Reimbursement Fund Revenues. To the extent that: (a) one or more private entities located within the North Side Improvement District applies for and receives an exemption from the payment of ad valorem taxes pursuant to Article X, Section 6B of the Oklahoma Constitution relating to exemptions for "qualified manufacturing concerns"; (b) an application is made for reimbursement of ad valorem tax revenues lost by virtue of such exemption from the State of Oklahoma's Ad Valorem Reimbursement Fund, pursuant to Title 62, Section 193 of the Oklahoma Statutes; and (c) such application is approved by the Oklahoma Tax Commission, then, in that event, revenues received from the Ad Valorem Reimbursement Fund (hereinafter, the "Reimbursement Revenues"), are also to be apportioned and set aside from other revenues, and, pursuant to the provisions of Title 62, Section 193 of the Oklahoma Statutes, used to the same extent and in the same manner as other ad valorem taxes which are collected within the North Side Improvement District for:

(i) the payment of "project costs" incurred in connection with the development or construction of those projects listed in this Project Plan; and

(ii) the reimbursement of the City, or any agency thereof (including the Authority), which has paid "project costs" from funds which were not increments derived from the North Side Improvement District, but only to the extent that such sums were actually paid.

(iii) the payment of principal, interest and premium, if any, on the Series 20xx Note, issued pursuant to Section 863 of the Local Development Act.

The apportionment of Reimbursement Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all "project costs" incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal

and accrued interest due on any “tax apportionment bonds or notes” issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twelve (12) years from the Effective Date (hereinafter defined) of the North Side Improvement District.

In the event that a portion of the principal of or interest on any “tax apportionment bonds or notes” issued in connection herewith, remains unpaid as of the twelfth (12th) anniversary of the Effective Date of this Project Plan, then, the North Side Improvement District shall not terminate until the Reimbursement Revenues apportioned during the twelfth (12th) year are actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the twelfth (12th) anniversary of the Effective Date of this district.

Pursuant to the Local Development Act, the Reimbursement Revenues apportioned hereunder shall be transferred by the respective taxing authorities to the Apportionment Fund. No portion of such revenues and no portion of the Apportionment Fund shall constitute a part of the general fund of the City. All Ad Valorem Increment Revenues so collected shall be placed into a separate account created within the Apportionment Fund and used to pay “project costs” described herein. Such account may also be pledged as security for the payment of the Series 20xx Note, if issued. (Such account being hereinafter referred to as the “Reimbursement Revenue Account”).

C. Time When Costs Or Monetary Obligations Are To Be Incurred.

Except as otherwise provided, all costs associated with the projects described herein (with the exception of financing costs) will be incurred within thirty-six (36) months of the Effective Date of the North Side Improvement District. Financing costs, if any will be incurred during the remaining term of the North Side Improvement District.

D. Distribution of Revenues.

During the term of the North Side Improvement District, all Ad Valorem Increment Revenues and Reimbursement Revenues (hereinafter, collectively, the “Apportioned Revenues”) will be used, as follows:

FIRST, to pay principal and interest next due on the Series 20xx Note, if issued;

SECOND, to pay “project costs” as described herein;

THIRD, to pay any unreimbursed “project costs” which were not otherwise financed through the Series 20xx Note, and which had been previously incurred by the Authority or the City; and

FOURTH, the balance shall be used to prepay the principal outstanding under the Series 2017A Note prior to its scheduled maturity.

**V. MAP OF EXISTING USES AND CONDITIONS;
MAP OF PROPOSED IMPROVEMENTS AND USES**

See Appendix No. "C" for a map showing the existing uses and conditions of the property within the North Side Improvement District. See Appendix No. "D" for a map showing the proposed improvements and uses.

VI. PROPOSED CHANGES IN ZONING

It is anticipated that the site of Project Oscar will need to be amended from "Agricultural" to "PUD District". No other changes in zoning are anticipated at this time.

**VII. PROPOSED CHANGES IN THE MASTER PLAN AND CITY
ORDINANCES IF REQUIRED TO IMPLEMENT THE PROJECT PLAN**

Section 854.13 of the Local Development Act confers the power to the City to, "[a]dopt ordinances or resolutions or repeal or modify such ordinances or resolutions or establish exceptions to existing ordinances and resolutions regulating the design, construction, and use of buildings." As noted above, the City Council of the City may find it necessary or convenient to modify current zoning ordinances to bring them into alignment with the City's development plans for the North Side Improvement District.

**VIII. NAME OF PERSON IN CHARGE OF IMPLEMENTATION
OF THE PROJECT PLAN OF THE DISTRICT**

The General Manager/Administrator of the Authority shall be the person in charge of the implementation of the plan in accordance with the provisions, authorization, and respective delegations of responsibilities contained herein.

**IX. DESIGNATION OF PUBLIC ENTITY AUTHORIZED
TO CARRY OUT ALL OR A PART OF THE PROJECT PLAN**

The Midwest City Economic Development Authority (the "Authority") is designated and authorized as the public entity to carry out and administer the provisions of this Project Plan and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered to be "minor" if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not affect more than five percent (5%) of the North Side Improvement District's area; or (iii) does not affect more than five percent (5%) of the public costs of the plan to be financed by apportioned tax increments, all as determined on a cumulative basis. The Authority is further authorized and designated to carry out those provisions of this Project Plan related to issuance of "tax apportionment bonds or notes" as provided in Section 863 of the Local Development Act, subject to approval of the governing body of the City of any specific notes or bonds.

X. EFFECTIVE DATE

The North Side Improvement District shall commence on September 1, 2022, or the effective date of the Ordinance approving this Project Plan and establishing North Side Improvement District, whichever is later (herein, the “Effective Date”).

APPENDIX "A"

**LEGAL DESCRIPTION AND SKETCH OF
INCREMENT DISTRICT NUMBER THREE,
CITY OF MIDWEST CITY, OKLAHOMA
(NORTH SIDE IMPROVEMENT DISTRICT)**

The North Side Improvement District is a tract located in Sections 15, 22, 24, 25, 26 and 27, Township 12 North Range 2 West, more particularly described as follows:

BEGINNING at the Southeast Corner of the Southwest Quarter of Section 15, Township 12 North, Range 2 West of the Indian Meridian; THENCE, north along the East line of the Southwest Quarter to the Northeast Corner of said Southwest Quarter of Section 15; THENCE, west along the North line of said Southwest Quarter a distance of approximately 700 feet; THENCE, Southwesterly to a point on the West line of the East half of said Southwest Quarter that is 1,900 feet north of the Southwest Corner of said Southwest Quarter; THENCE, south along the West line of the East half of the Southwest Quarter to the Southwest Corner of the Southeast Quarter of the Southwest Quarter; THENCE, west along the North line of Section 22 a distance of approximately 290 feet to a point of intersection with the North line of the Railroad Right-of-Way; THENCE, southwesterly along the West line of the Railroad Right-of-Way to a point where the West line of the Railroad Right-of-Way intersects with the East Right-of-Way line of Air Depot Boulevard; THENCE, south along the East Right-of-Way line of Air Depot Boulevard to a point where the East Right-of-Way line intersects with the North line of Section 27; THENCE, south along the East Right-of-Way line of Air Depot Boulevard a distance of 330 feet; THENCE, east and parallel with the North line of said Section 27 a distance of 315 feet to the intersection of such line with the centerline of Crutch Creek; THENCE, south and southeasterly along the centerline of Crutch Creek to a point where the centerline of Crutch Creek intersects with the East line of the East half of Section 27, said intersection being approximately 895 feet south of the North line of Section 27; THENCE, south along the East line of the East half of Section 27 to the Southwest Corner of the Northwest Quarter of Section 27; THENCE, east along the South line of the North half of Section 27 to a point where such line intersects the North line of the Railroad Right-of-Way; THENCE, northeasterly along said North line of the Railroad Right-of-Way to the Southeast Corner of Lot 11, Block 3 in the KANALY'S NORTHEAST 23RD STREET ADDITION; THENCE, north along the West line of said Lot 11, Block 3 to the Northwest Corner of Lot 11, Block 2 of KANALY'S NORTHEAST 23RD STREET ADDITION; THENCE, east along the North line of KANALY'S NORTHEAST 23RD STREET ADDITION to a point which is 427 feet west of the East line of the Northeast Quarter of Section 27; THENCE, north 306 feet along the East line of said Northeast Quarter; THENCE, west and parallel to the South line of said Northeast Quarter a distance of 219 feet; THENCE, north and parallel to the East line of said Northeast Quarter approximately 200 feet to the centerline of Soldier Creek; THENCE, northeasterly along said centerline approximately 678 feet to the East line of Section 27; THENCE, north along the East line of Section 27 to a point which is approximately 413 feet south of the Northeast Corner of Section 27; THENCE, easterly and parallel to the North line of Section 26 to a point which is 420.1 feet east of the West line of Section 26 and 413 feet south of the North line of

Section 26; THENCE, south and parallel to the West line of Section 26 a distance of 213 feet; THENCE, east and parallel to the North line of Section 26 where such line intersects with the West line of Block 4 of the DICKSON HEIGHTS ADDITION; THENCE, south along the West line of the DICKSON HEIGHTS ADDITION to the Southwest Corner of Block 4 of the DICKSON HEIGHTS ADDITION; THENCE, east along the South line of Blocks 4 and 5 of the DICKSON HEIGHTS ADDITION to the Southeast Corner of said Block 5; THENCE, north along the East line of Block 5 of the DICKSON HEIGHTS ADDITION to a point that is 100 feet north of the Southeast corner of Block 2 of the DICKSON HEIGHTS ADDITION; THENCE, east and parallel to the South line of Block 1 of the DICKSON HEIGHTS ADDITION to a point where such line intersects with the East Right-of-Way line of Spencer Rd.; THENCE, south along the East Right-of-Way line of Spencer Rd. a distance of 100 feet; THENCE, east and parallel to the North line of Section 26 to a point which is 515 feet west of the East line of Section 26; THENCE, south and parallel to the East line of Section 26 a distance of 259.75 feet; THENCE, east and parallel to the North line of Section 26 a distance of 465 feet; THENCE, north and parallel to the East line of Section 26 a distance of 85 feet; THENCE, east and parallel to the North line of Section 26 to a point on the East Right-of-Way line of Section 26; THENCE, north along the East line of Section 26 to a point which is 225 feet south of the North line of Douglas Blvd.; THENCE, east and parallel to the North line of Section 26 and Section 25 a distance of 367 feet; THENCE, south and parallel to the West line of Section 25 a distance of 40 feet; THENCE, east and parallel to the North line of Section 25 a distance of 170 feet; THENCE, south and parallel to the West line of Section 25 a distance of 230 feet; THENCE, east and parallel to the North line of Section 25 a distance of 122.36 feet; THENCE, south and parallel to the West line of Section 25 a distance of 165 feet; THENCE, east and parallel to the North line of Section 25 to a point on the West Right-of-Way line of Randolph Ave.; THENCE, north and parallel to the West line of Section 25 a distance of 70 feet; THENCE, east and parallel to the North line of Section 25 to the Southwest Corner of Block 3, Lot 13 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of said Lot 13 to the Southeast Corner of said Lot 13; THENCE, north along the East line of Lots 13, 12, 11 & 10 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION to a point on the South line of Lot 5 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of Lots 5, 4, 3, 2 and 1 to the Southeast Corner of Lot 1 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east from the Southeast corner of Block 3, Lot 1 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION a distance of approximately 50 feet to the Southwest Corner of Block 2, Lot 4 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of Lots 4, 3, 2, and 1 of Block 2 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION to the Southeast Corner of Block 2, Lot 1 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east a distance of approximately 50 feet to the Southwest Corner of Block 1, Lot 4 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, south a distance of 75 feet to the Southwest Corner of Lot 5 of Block 1 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of Lot 5 of Block 1 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION to the Southeast corner of said Lot 5; THENCE, east and parallel to the North line of Section 25 to a point on the West line

of Block 4 of MINTON'S ORCHARD PARK ADDITION; THENCE, south along the West line of Block 4 of MINTON'S ORCHARD PARK ADDITION to a point which is 475 feet south of the Northwest Corner of said Block 4; THENCE, east and parallel to the North line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 165 feet; THENCE, south and parallel to the West line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 160 feet; THENCE, east and parallel to the North line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 99 feet; THENCE, south to a point on the centerline of N.E. 19th Street; THENCE, east along the centerline of N.E. 19th Street to the Southeast Corner of Block 6 of MINTON'S ORCHARD PARK ADDITION; THENCE, north along the East line of Block 1 of MINTON'S ORCHARD PARK ADDITION a distance of 633.5 feet; THENCE, east and parallel to the North line of Block 2 of MINTON'S ORCHARD PARK ADDITION a distance of 497 feet; THENCE, north and parallel to the East line of Block 2 of MINTON'S ORCHARD PARK ADDITION a distance of 266.5 feet; THENCE, east and parallel to the North line of Blocks 1 and 2 of MINTON'S ORCHARD PARK ADDITION to a point on the East line of said Block 1; THENCE, north along the East line of Block 1 of MINTON'S ORCHARD PARK ADDITION to the Northeast Corner of said Block 1; THENCE, north and parallel to the East line of Section 25 to a point where such line intersects the North line of Section 25; THENCE, west along the North line of Sections 25, 26 and 27 to the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22; THENCE, north along the East line of the Southwest Quarter of the Southwest Quarter of Section 22 to the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22; THENCE, east along the South line of the North Half of the Southwest Quarter of Section 22 to the Southeast Corner of the North Half of the Southwest Quarter of Section 22; THENCE, north along the East line of the West Half of Section 22 to the POINT OF BEGINNING.

A map of the boundaries of the North Side Improvement District is attached below:

APPENDIX "B"

**LEGAL DESCRIPTION AND SKETCH OF
PROJECT AREA RELATING TO
INCREMENT DISTRICT NUMBER THREE,
CITY OF MIDWEST CITY, OKLAHOMA
(NORTH SIDE IMPROVEMENT DISTRICT)**

The Project Area relating to the North Side Improvement District is a tract located in Sections 15, 22, 24, 25, 26 and 27, Township 12 North Range 2 West, more particularly described as follows:

BEGINNING at the Southeast Corner of the Southwest Quarter of Section 15, Township 12 North, Range 2 West of the Indian Meridian; THENCE, north along the East line of the Southwest Quarter to the Northeast Corner of said Southwest Quarter; THENCE, west along the North line of said Southwest Quarter a distance of approximately 700 feet; THENCE Southwesterly to a point on the West line of the East half of said Southwest Quarter that is 1900 feet north of the Southwest Corner of said Southwest Quarter; THENCE south along the West line of said East half of the Southwest Quarter to the Southwest Corner of the Southeast Quarter of the Southwest Quarter; THENCE, west along the North line of Section 22 a distance of approximately 290 feet to a point of intersection with the North line of the Railroad Right-of-Way; THENCE, southwesterly along the North line of the Railroad Right-of-Way to a point which is 33 feet east of the West line of Section 22; THENCE, south and parallel to the West line of Section 22 to a point which is 33 feet north and 33 feet east of the Southwest Corner of Section 22; THENCE, west a distance of 33 feet to the West line of Section 22; THENCE, south a distance of 33 feet to the Southwest Corner of Section 22; THENCE, south along the West line of Section 27 to the Southwest Corner of the North half of Section 27; THENCE, east along the South line of the North half of Section 27 to the Southeast Corner of the North half of Section 27; THENCE, east along the South line of the North half of Section 26 to the Southeast Corner of the North half of Section 26; THENCE, east along the South line of the North half of Section 25 to the Southeast Corner of the North half of Section 25; THENCE, north along the East line of Section 25 to a point which is 33 feet south of the Northeast Corner of Section 25; THENCE, west and parallel to the North line of Section 25 to a point which is 33 feet south of the Northwest Corner of the East half of the East half of Section 25; THENCE, north along the East line of the East half of the East half of Section 25 a distance of 33 feet to the North line of Section 25; THENCE, north along the East line of the West half of the East half of Section 24 (also being the centerline of Outpost Drive) to the Northeast Corner of the West half of the Southeast Quarter of Section 24; THENCE, west along the North line of the South half of Section 24 to the Northwest Corner of the Southwest Quarter of Section 24; THENCE, south along the West line of Section 24 (also being the centerline of North Douglas Boulevard) to the Southwest Corner of Section 24; THENCE, west along the North line of Section 26 (also being the centerline of N.E. 23rd Street) to the Northwest Corner of Section 26; THENCE, west along the North line of Section 27 (also being the centerline of N.E. 23rd Street) to the Northwest Corner of the Northeast Quarter of Section 27; THENCE, north along the East line of the West half of Section 22, to the Point of Beginning.

APPENDIX "C"

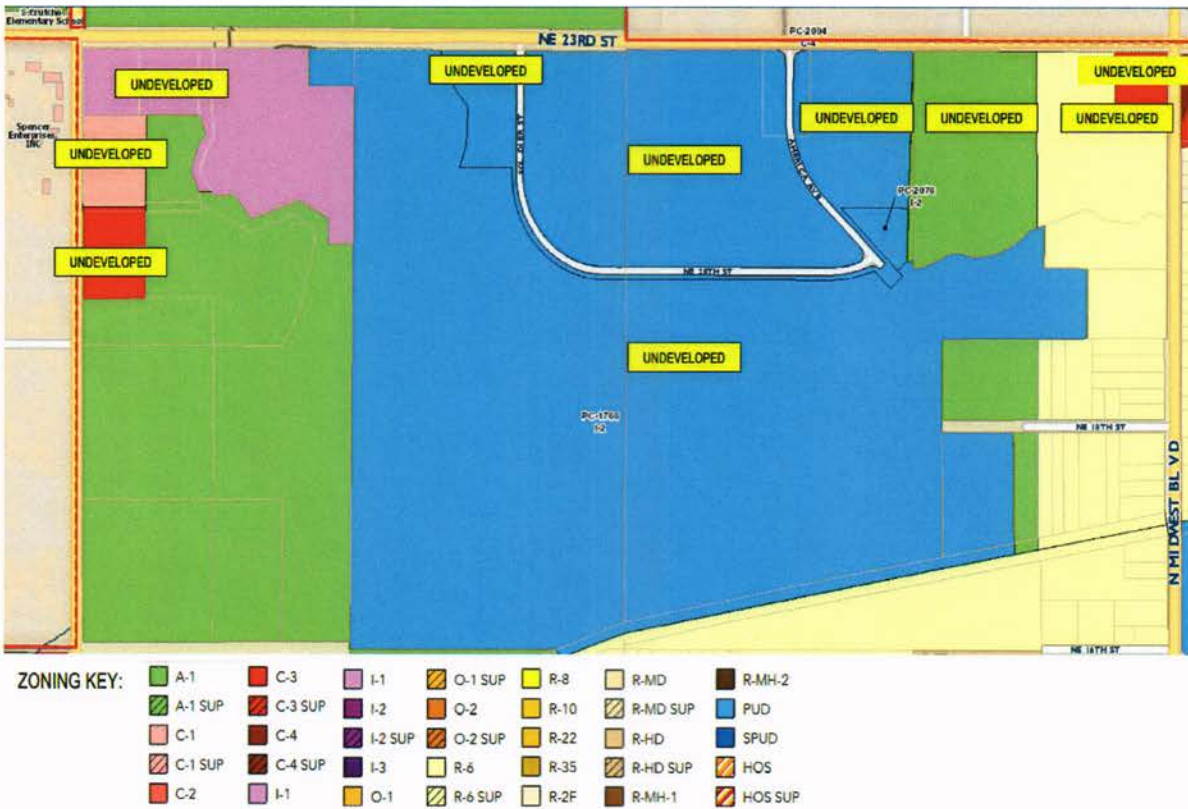
MAPS SHOWING EXISTING USES AND CONDITIONS

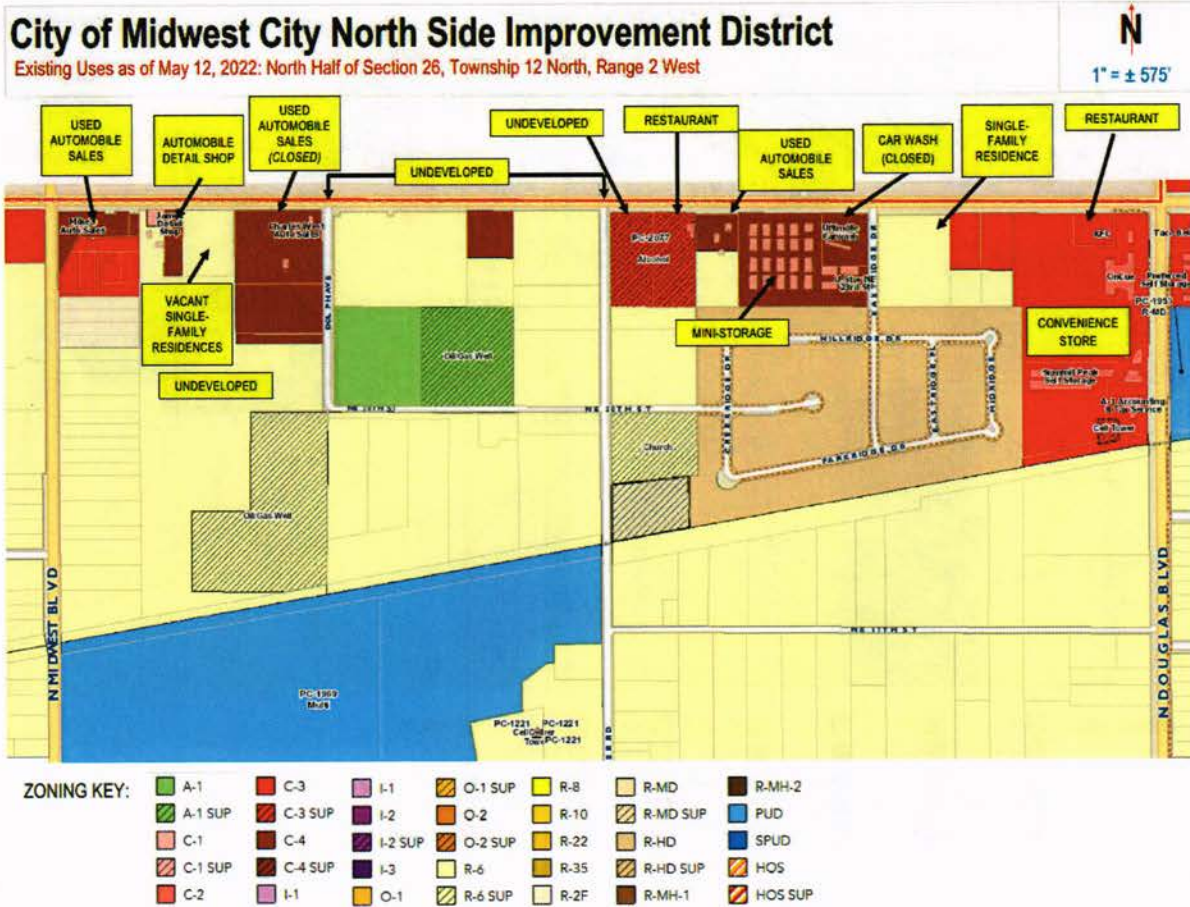
APPENDIX "C"

MAPS SHOWING EXISTING USES AND CONDITIONS

City of Midwest City North Side Improvement District
Existing Uses as of May 12, 2022: North Half of Section 27, Township 12 North, Range 2 West

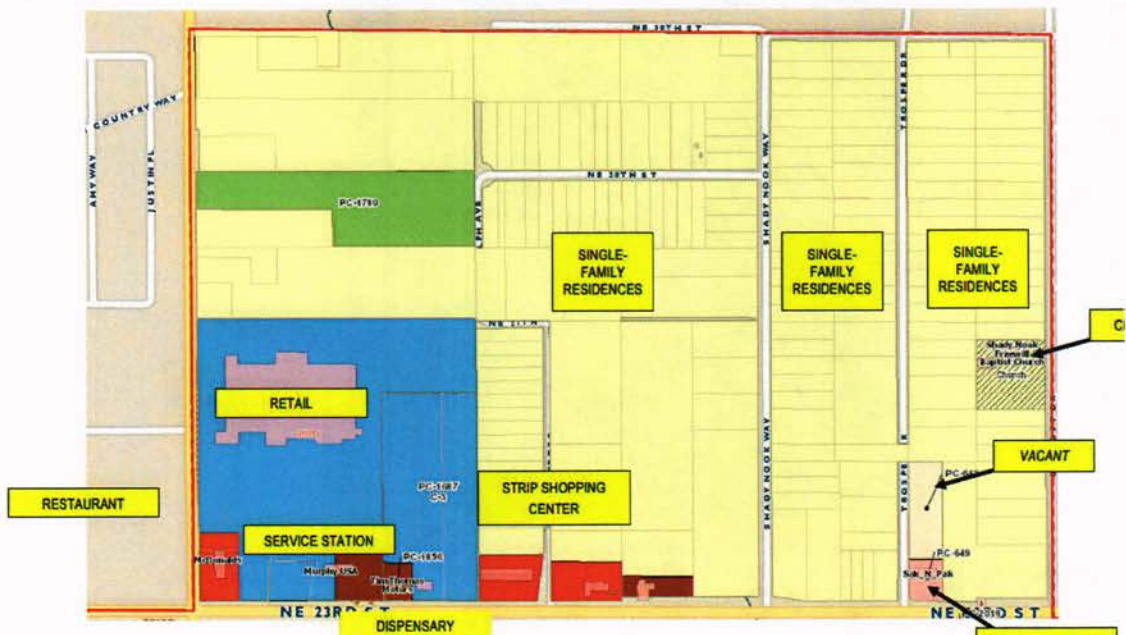
N
1" = ± 575'





City of Midwest City North Side Improvement District

Existing Uses as of May 12, 2022: Part of the South Half of Section 24, Township 12 North, Range 2 West



ZONING KEY:

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

City of Midwest City North Side Improvement District

Existing Uses as of May 12, 2022: Part of the South Half of Section 22, Township 12 North, Range 2 West



ZONING KEY:

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

City of Midwest City North Side Improvement District

Existing Uses as of May 12, 2022: Part of the North Half of Section 22, Township 12 North, Range 2 West

N
1" = ± 545'

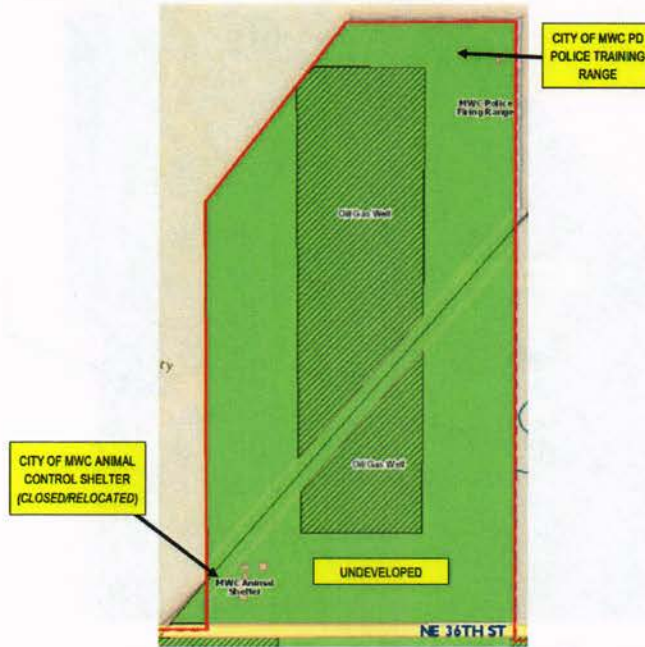


ZONING KEY:

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

City of Midwest City North Side Improvement District

Existing Uses as of May 12, 2022: Part of the West Half of Section 15, Township 12 North, Range 2 West



ZONING KEY:

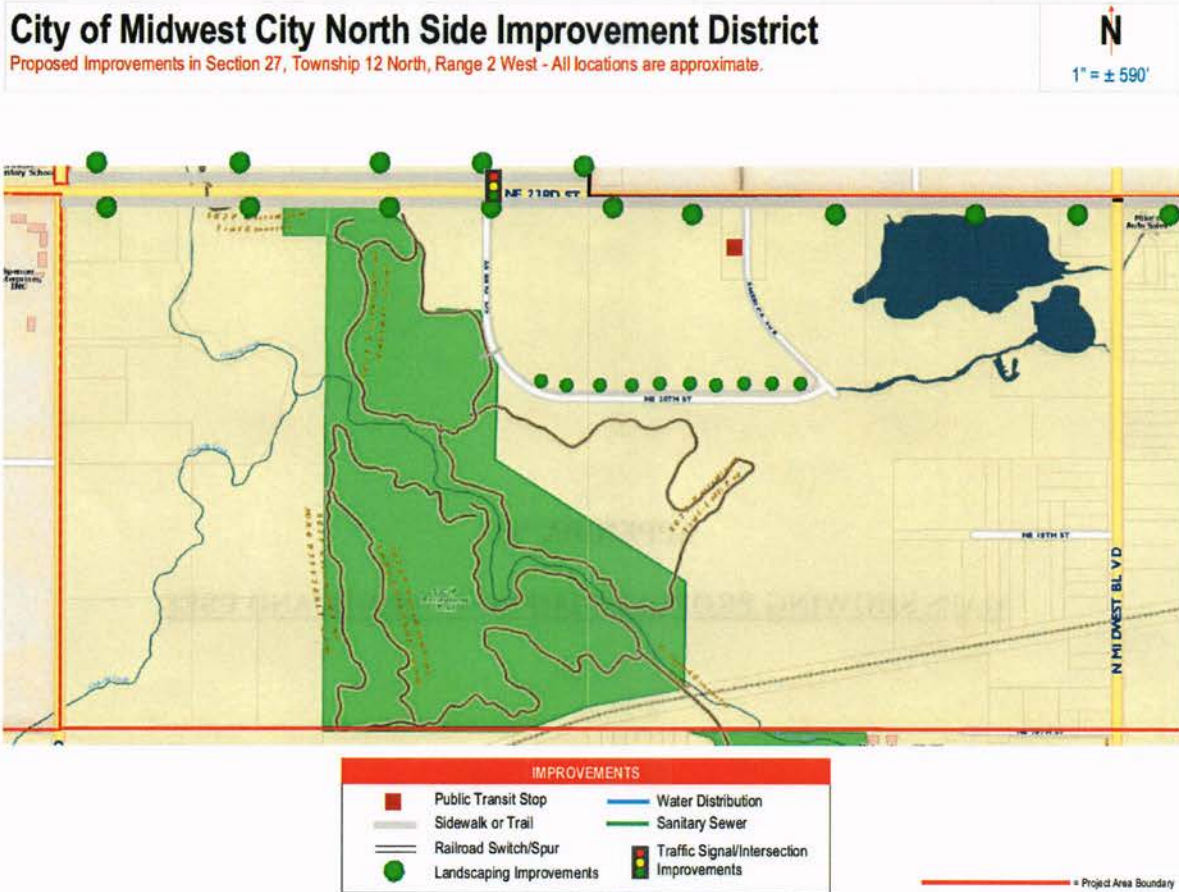
A-1	C-3	I-1	O-1 SUP	R-8	R-MD	R-MH-2
A-1 SUP	C-3 SUP	I-2	O-2	R-10	R-MD SUP	PUD
C-1	C-4	I-2 SUP	O-2 SUP	R-22	R-HD	SPUD
C-1 SUP	C-4 SUP	I-3	R-6	R-35	R-HD SUP	HOS
C-2	I-1	O-1	R-6 SUP	R-2F	R-MH-1	HOS SUP

APPENDIX "D"

MAPS SHOWING PROPOSED IMPROVEMENTS AND USES

APPENDIX "D"

MAPS SHOWING PROPOSED IMPROVEMENTS AND USES



City of Midwest City North Side Improvement District

Proposed Improvements in Section 25, Township 12 North, Range 2 West - All locations are approximate.

N
 1" = ± 580'



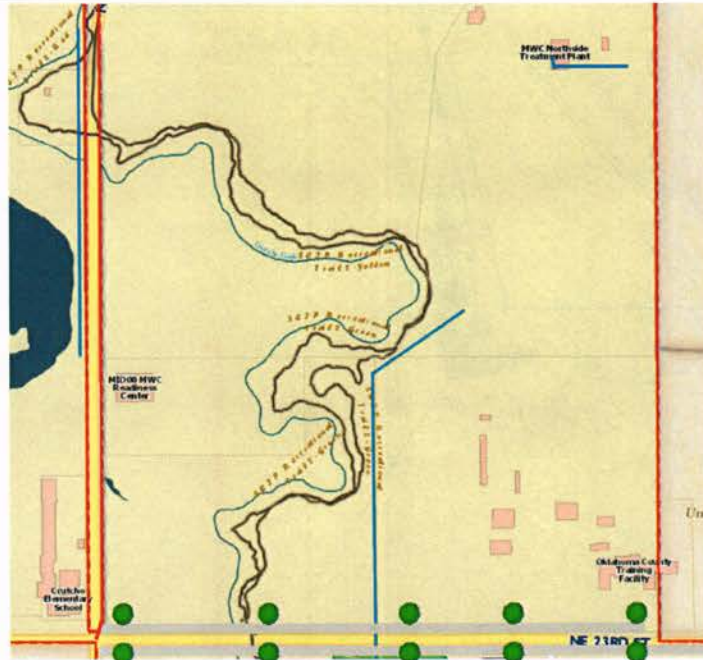
IMPROVEMENTS	
	Public Transit Stop
	Sidewalk or Trail
	Railroad Switch/Spur
	Landscaping Improvements
	Water Distribution
	Sanitary Sewer
	Traffic Signal/Intersection Improvements

Project Area Boundary

City of Midwest City North Side Improvement District

Proposed Improvements in the South Half of Section 22, Township 12 North, Range 2 West - All locations are approximate.

N
 1" = ± 555'



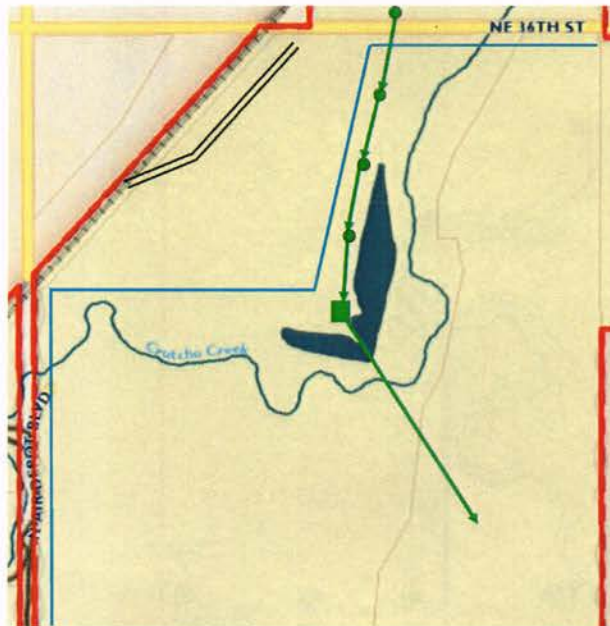
IMPROVEMENTS	
	Public Transit Stop
	Sidewalk or Trail
	Railroad Switch/Spur
	Landscaping Improvements
	Water Distribution
	Sanitary Sewer
	Traffic Signal/Intersection Improvements

Project Area Boundary

City of Midwest City North Side Improvement District

Proposed Improvements in the North Half of Section 22, Township 12 North, Range 2 West - All locations are approximate.

N
1" = ± 545'



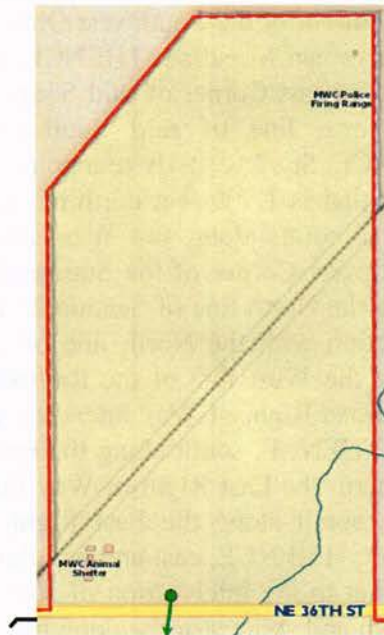
IMPROVEMENTS	
	Public Transit Stop
	Sidewalk or Trail
	Railroad Switch/Spur
	Landscaping Improvements
	Water Distribution
	Sanitary Sewer
	Traffic Signal/Intersection Improvements

 = Project Area Boundary

City of Midwest City North Side Improvement District

Proposed Improvements in Section 15, Township 12 North, Range 2 West - All locations are approximate.

N
1" = ± 515'



IMPROVEMENTS	
■	Public Transit Stop
—	Sidewalk or Trail
—	Railroad Switch/Spur
●	Landscaping Improvements
—	Water Distribution
—	Sanitary Sewer
■	Traffic Signal/Intersection Improvements

— Project Area Boundary

EXHIBIT "B"

BOUNDARIES OF THE
NORTH SIDE IMPROVEMENT DISTRICT

The North Side Improvement District is a tract located in Sections 15, 22, 24, 25, 26 and 27, Township 12 North Range 2 West, more particularly described as follows:

BEGINNING at the Southeast Corner of the Southwest Quarter of Section 15, Township 12 North, Range 2 West of the Indian Meridian; THENCE, north along the East line of the Southwest Quarter to the Northeast Corner of said Southwest Quarter of Section 15; THENCE, west along the North line of said Southwest Quarter a distance of approximately 700 feet; THENCE, Southwesterly to a point on the West line of the East half of said Southwest Quarter that is 1,900 feet north of the Southwest Corner of said Southwest Quarter; THENCE, south along the West line of the East half of the Southwest Quarter to the Southwest Corner of the Southeast Quarter of the Southwest Quarter; THENCE, west along the North line of Section 22 a distance of approximately 290 feet to a point of intersection with the North line of the Railroad Right-of-Way; THENCE, southwesterly along the West line of the Railroad Right-of-Way to a point where the West line of the Railroad Right-of-Way intersects with the East Right-of-Way line of Air Depot Boulevard; THENCE, south along the East Right-of-Way line of Air Depot Boulevard to a point where the East Right-of-Way line intersects with the North line of Section 27; THENCE, south along the East Right-of-Way line of Air Depot Boulevard a distance of 330 feet; THENCE, east and parallel with the North line of said Section 27 a distance of 315 feet to the intersection of such line with the centerline of Crutcho Creek; THENCE, south and southeasterly along the centerline of Crutcho Creek to a point where the centerline of Crutcho Creek intersects with the East line of the East half of Section 27, said intersection being approximately 895 feet south of the North line of Section 27; THENCE, south along the East line of the East half of Section 27 to the Southwest Corner of the Northwest Quarter of Section 27; THENCE, east along the South line of the North half of Section 27 to a point where such line intersects the North line of the Railroad Right-of-Way; THENCE, northeasterly along said North line of the Railroad Right-of-Way to the Southeast Corner of Lot 11, Block 3 in the KANALY'S NORTHEAST 23RD STREET ADDITION; THENCE, north along the West line of said Lot 11, Block 3 to the Northwest Corner of Lot 11, Block 2 of KANALY'S NORTHEAST 23RD STREET ADDITION; THENCE, east along the North line of KANALY'S NORTHEAST 23RD STREET ADDITION to a point which is 427 feet west of the East line of the Northeast Quarter of Section 27; THENCE, north 306 feet along the East line of said Northeast Quarter; THENCE, west and parallel to the South line of said Northeast Quarter a distance of 219 feet; THENCE, north and parallel to the East line of said Northeast Quarter approximately 200 feet to the centerline of Soldier Creek; THENCE, northeasterly along said centerline approximately 678 feet to the East line of Section 27; THENCE, north along the East line of Section 27 to a point which is approximately 413 feet south of the Northeast Corner of Section 27; THENCE, easterly and parallel to the North line of Section 26 to a point which is 420.1 feet east of the West line of Section 26 and 413 feet south of the North line of Section 26; THENCE, south

and parallel to the West line of Section 26 a distance of 213 feet; THENCE, east and parallel to the North line of Section 26 where such line intersects with the West line of Block 4 of the DICKSON HEIGHTS ADDITION; THENCE, south along the West line of the DICKSON HEIGHTS ADDITION to the Southwest Corner of Block 4 of the DICKSON HEIGHTS ADDITION; THENCE, east along the South line of Blocks 4 and 5 of the DICKSON HEIGHTS ADDITION to the Southeast Corner of said Block 5; THENCE, north along the East line of Block 5 of the DICKSON HEIGHTS ADDITION to a point that is 100 feet north of the Southeast corner of Block 2 of the DICKSON HEIGHTS ADDITION; THENCE, east and parallel to the South line of Block 1 of the DICKSON HEIGHTS ADDITION to a point where such line intersects with the East Right-of-Way line of Spencer Rd.; THENCE, south along the East Right-of-Way line of Spencer Rd. a distance of 100 feet; THENCE, east and parallel to the North line of Section 26 to a point which is 515 feet west of the East line of Section 26; THENCE, south and parallel to the East line of Section 26 a distance of 259.75 feet; THENCE, east and parallel to the North line of Section 26 a distance of 465 feet; THENCE, north and parallel to the East line of Section 26 a distance of 85 feet; THENCE, east and parallel to the North line of Section 26 to a point on the East Right-of-Way line of Section 26; THENCE, north along the East line of Section 26 to a point which is 225 feet south of the North line of Douglas Blvd.; THENCE, east and parallel to the North line of Section 26 and Section 25 a distance of 367 feet; THENCE, south and parallel to the West line of Section 25 a distance of 40 feet; THENCE, east and parallel to the North line of Section 25 a distance of 170 feet; THENCE, south and parallel to the West line of Section 25 a distance of 230 feet; THENCE, east and parallel to the North line of Section 25 a distance of 122.36 feet; THENCE, south and parallel to the West line of Section 25 a distance of 165 feet; THENCE, east and parallel to the North line of Section 25 to a point on the West Right-of-Way line of Randolph Ave.; THENCE, north and parallel to the West line of Section 25 a distance of 70 feet; THENCE, east and parallel to the North line of Section 25 to the Southwest Corner of Block 3, Lot 13 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of said Lot 13 to the Southeast Corner of said Lot 13; THENCE, north along the East line of Lots 13, 12, 11 & 10 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION to a point on the South line of Lot 5 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of Lots 5, 4, 3, 2 and 1 to the Southeast Corner of Lot 1 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east from the Southeast corner of Block 3, Lot 1 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION a distance of approximately 50 feet to the Southwest Corner of Block 2, Lot 4 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of Lots 4, 3, 2, and 1 of Block 2 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION to the Southeast Corner of Block 2, Lot 1 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east a distance of approximately 50 feet to the Southwest Corner of Block 1, Lot 4 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, south a distance of 75 feet to the Southwest Corner of Lot 5 of Block 1 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of Lot 5 of Block 1 of KANALY'S SECOND NORTHEAST 23RD

STREET ADDITION to the Southeast corner of said Lot 5; THENCE, east and parallel to the North line of Section 25 to a point on the West line of Block 4 of MINTON'S ORCHARD PARK ADDITION; THENCE, south along the West line of Block 4 of MINTON'S ORCHARD PARK ADDITION to a point which is 475 feet south of the Northwest Corner of said Block 4; THENCE, east and parallel to the North line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 165 feet; THENCE, south and parallel to the West line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 160 feet; THENCE, east and parallel to the North line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 99 feet; THENCE, south to a point on the centerline of N.E. 19th Street; THENCE, east along the centerline of N.E. 19th Street to the Southeast Corner of Block 6 of MINTON'S ORCHARD PARK ADDITION; THENCE, north along the East line of Block 1 of MINTON'S ORCHARD PARK ADDITION a distance of 633.5 feet; THENCE, east and parallel to the North line of Block 2 of MINTON'S ORCHARD PARK ADDITION a distance of 497 feet; THENCE, north and parallel to the East line of Block 2 of MINTON'S ORCHARD PARK ADDITION a distance of 266.5 feet; THENCE, east and parallel to the North line of Blocks 1 and 2 of MINTON'S ORCHARD PARK ADDITION to a point on the East line of said Block 1; THENCE, north along the East line of Block 1 of MINTON'S ORCHARD PARK ADDITION to the Northeast Corner of said Block 1; THENCE, north and parallel to the East line of Section 25 to a point where such line intersects the North line of Section 25; THENCE, west along the North line of Sections 25, 26 and 27 to the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22; THENCE, north along the East line of the Southwest Quarter of the Southwest Quarter of Section 22 to the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22; THENCE, east along the South line of the North Half of the Southwest Quarter of Section 22 to the Southeast Corner of the North Half of the Southwest Quarter of Section 22; THENCE, north along the East line of the West Half of Section 22 to the POINT OF BEGINNING.

EXHIBIT "C"

BOUNDARIES OF THE SOONER ROSE PROJECT AREA

The Project Area relating to the North Side Improvement District is a tract located in Sections 15, 22, 24, 25, 26 and 27, Township 12 North Range 2 West, more particularly described as follows:

BEGINNING at the Southeast Corner of the Southwest Quarter of Section 15, Township 12 North, Range 2 West of the Indian Meridian; THENCE, north along the East line of the Southwest Quarter to the Northeast Corner of said Southwest Quarter; THENCE, west along the North line of said Southwest Quarter a distance of approximately 700 feet; THENCE Southwesterly to a point on the West line of the East half of said Southwest Quarter that is 1900 feet north of the Southwest Corner of said Southwest Quarter; THENCE south along the West line of said East half of the Southwest Quarter to the Southwest Corner of the Southeast Quarter of the Southwest Quarter; THENCE, west along the North line of Section 22 a distance of approximately 290 feet to a point of intersection with the North line of the Railroad Right-of-Way; THENCE, southwesterly along the North line of the Railroad Right-of-Way to a point which is 33 feet east of the West line of Section 22; THENCE, south and parallel to the West line of Section 22 to a point which is 33 feet north and 33 feet east of the Southwest Corner of Section 22; THENCE, west a distance of 33 feet to the West line of Section 22; THENCE, south a distance of 33 feet to the Southwest Corner of Section 22; THENCE, south along the West line of Section 27 to the Southwest Corner of the North half of Section 27; THENCE, east along the South line of the North half of Section 27 to the Southeast Corner of the North half of Section 27; THENCE, east along the South line of the North half of Section 26 to the Southeast Corner of the North half of Section 26; THENCE, east along the South line of the North half of Section 25 to the Southeast Corner of the North half of Section 25; THENCE, north along the East line of Section 25 to a point which is 33 feet south of the Northeast Corner of Section 25; THENCE, west and parallel to the North line of Section 25 to a point which is 33 feet south of the Northwest Corner of the East half of the East half of Section 25; THENCE, north along the East line of the East half of the East half of Section 25 a distance of 33 feet to the North line of Section 25; THENCE, north along the East line of the West half of the East half of Section 24 (also being the centerline of Outpost Drive) to the Northeast Corner of the West half of the Southeast Quarter of Section 24; THENCE, west along the North line of the South half of Section 24 to the Northwest Corner of the Southwest Quarter of Section 24; THENCE, south along the West line of Section 24 (also being the centerline of North Douglas Boulevard) to the Southwest Corner of Section 24; THENCE, west along the North line of Section 26 (also being the centerline of N.E. 23rd Street) to the Northwest Corner of Section 26; THENCE, west along the North line of Section 27 (also being the centerline of N.E. 23rd Street) to the Northwest Corner of the Northeast Quarter of Section 27; THENCE, north along the East line of the West half of Section 22, to the Point of Beginning.

MIDWEST CITY PLANNING COMMISSION

RESOLUTION NO. 2023-09

RESOLUTION ADOPTING RECOMMENDATIONS OF THE MIDWEST CITY PLANNING COMMISSION IN REGARD TO THE "FIRST AMENDMENT TO THE PROJECT PLAN RELATING TO INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA".

WHEREAS, pursuant to the provisions of the Local Development Act, Title 62, Sections 851 et seq. of the Oklahoma Statutes, as amended (the "Local Development Act"), the Midwest City Planning Commission (the "Planning Commission") is to review and make recommendations to the City Council for the City of Midwest City, Oklahoma (the "Governing Body") concerning any proposed tax incentive or tax increment district, plan or project; and

WHEREAS, the Planning Commission has been presented with that certain "First Amendment to the Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (North Side Increment District)", dated July 1, 2023, providing for the creation of "Increment District Number Three, City of Midwest City, Oklahoma" (the "North Side Increment District"), which boundaries are more particularly described in Appendix "1" attached hereto, and describing certain projects to be financed from a combination of public sources, including the apportionment of certain incremental ad valorem tax revenues, derived from the proposed district.

NOW, THEREFORE, BE IT RESOLVED BY THE MIDWEST CITY PLANNING COMMISSION THAT THE FOLLOWING RECOMMENDATIONS BE MADE TO THE CITY COUNCIL FOR THE CITY OF MIDWEST CITY, OKLAHOMA, REGARDING THE FIRST AMENDMENT TO THE PROJECT PLAN RELATING TO INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA:

SECTION 1. Approval and Recommendations Regarding the Project Plan.

A. The Planning Commission has considered the "First Amendment to the Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (North Side Increment District)", dated June 1, 2022 (the "Project Plan"), and hereby finds that the proposed First Amendment to the Project Plan Relating to Increment District Number Three, City of Midwest City, as submitted to the Planning Commission, is in conformance with the objectives and intent of the Comprehensive Plan for the City of Midwest City; and

B. Based upon the foregoing, the Planning Commission hereby finds that the First Amendment to the Project Plan and the projects identified therein are appropriate under the provisions of the Local Development Act, and the approval of the Project Plan by the Governing Body of the City of Midwest City is hereby recommended.

PASSED AND ADOPTED by the Midwest City Planning Commission on the 1st day of August, 2023.

MIDWEST CITY PLANNING COMMISSION



Chairman

RESOLUTION 2023-1

A RESOLUTION ADOPTING RECOMMENDATIONS & FINDINGS IN REGARD TO THE ESTABLISHMENT OF INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA (NORTH SIDE IMPROVEMENT DISTRICT) AND ITS RELATED PROJECT PLAN AS AMENDED BY THE FIRST AMENDMENT TO PROJECT PLAN; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Article X, Section 6C of the Oklahoma Constitution and the provisions of the Oklahoma Local Development Act, Sections 851 *et seq.* of Title 62 of the Oklahoma Statutes, as amended (the “Local Development Act”), provide that the governing body of a city, town or county may use local taxes and local fees, in whole or in part, for specific public investments, assistance in development financing, or as a specific revenue source for other public entities in the area in which the improvements take place and may direct the apportionment of the taxes and fees for historic preservation, reinvestment, or enterprise areas that are exhibiting economic stagnation or decline; and

WHEREAS, on December 14, 2021, the City Council (the “Governing Body”) of the City of Midwest City, Oklahoma (the “City”) adopted Resolution No. 2021-48, declaring the Governing Body’s intent: (i) to consider designating a portion of the City as a statutory “reinvestment area” pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 *et seq.* of the Oklahoma Statutes (the “Local Development Act”), and (ii) to consider the creation of a tax increment district relating to such area; and

WHEREAS, Resolution No. 2021-48 also authorized the activation of the “Midwest City Local Development Act Review Committee” (hereinafter, the “Review Committee”), authorizing and directing the Review Committee to analyze the City’s proposal and to determine whether the area described in the proposal would qualify as an “increment district

WHEREAS, the membership of this Review Committee is comprised of the following individuals: a representative of the Governing Body, a representative of the planning commission having jurisdiction of the proposed project, representatives of each taxing jurisdiction within the proposed district whose taxes might be impacted according to the project plan, and three representatives of the public at large, all as required pursuant to Section 855.A of the Local Development Act; and

WHEREAS, the Review Committee has the statutory duty to consider and make its findings and recommendations to the Governing Body with respect to the conditions establishing the eligibility of the proposed district, as well as to report its findings in regard to the financial impact on the taxing jurisdictions and the business activities within the proposed district; and

WHEREAS, the Review Committee’s statutory recommendations must also include: the analysis used to project revenues over the life of the project plan; the effect on the taxing entities; and the appropriateness of the approval of the proposed plan and project, and

WHEREAS, on May 19, 2022, the Review Committee approved that certain “Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (North Side Improvement District)”, dated as of June 1, 2022 (the “Project Plan”), providing, *inter alia*, for the creation of Increment District Number Three, City of Midwest City, Oklahoma (hereinafter, the “North Side Improvement District”); and

WHEREAS, on August 23, 2022, the City Council of the City approved Ordinance No. 3488 approving and adopting the Project Plan relating to the North Side Improvement District, establishing the North Side Improvement District, and containing other provisions relating thereto; and

WHEREAS, since the adoption of Ordinance No. 3488 by the City Council of the City, amendments to the Project Plan have been proposed by the City as a result of the decision of one of the industrial prospects described in the Project Plan to not locate within the North Side Improvement District and the willingness on the part of another industrial prospect to locate in the same area; and

WHEREAS, under the Oklahoma Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes, an amendment to the Project Plan must be first presented to the Review Committee for its consideration and recommendation if such amendment: (i) changes the character or purpose of the plan, (ii) adds more than five percent (5%) to the district’s area, or (iii) adds more than five percent (5%) to the public costs of the plan to be financed by apportioned tax increments; and

WHEREAS, this proposed change has necessitated a change in the projected project costs described in the amendments to the Project Plan in an amount greater than five percent (5%) of the total project costs described in the Project Plan; and

WHEREAS, the Review Committee has been presented with that certain “First Amendment to Project Plan Relating to Increment District Number Three, City of Midwest City, Oklahoma (North Side Improvement District)”, dated as of July 1, 2023 (the “First Amendment to Project Plan”), providing, *inter alia*, for the amendment of the Project Plan creating the North Side Improvement District; and

WHEREAS, the North Side Improvement District, as amended, is eligible for designation as an increment district by virtue of being located within a Reinvestment Area, as defined and set forth in Title 62, Section 853(17) of the Oklahoma Statutes; and

WHEREAS, the Project Plan, as amended, does contemplate the funding of essential public improvements; and

WHEREAS, it is more likely than not that the private investments referenced in the Project Plan, as amended, will not occur within the proposed North Side Improvement District without the public improvements and development financing assistance specified in such plan.

NOW, THEREFORE, BE IT RESOLVED BY THE REVIEW COMMITTEE THAT THE FOLLOWING RECOMMENDATIONS AND FINDINGS BE MADE TO THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, IN REGARD TO THE PROPOSED INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA, AND THE PROJECT PLAN, AS AMENDED BY THE FIRST AMENDMENT TO PROJECT PLAN RELATING THERETO:

SECTION I. FINDINGS AND RECOMMENDATIONS WITH RESPECT TO THE CONDITIONS ESTABLISHING THE ELIGIBILITY OF THE NORTH SIDE IMPROVEMENT DISTRICT AND THE PROJECT PLAN. The Review Committee hereby finds that that no portion of the North Side Improvement District, as set forth in Exhibit “A” attached hereto, is to be changed by the First Amendment to Project Plan, and that such area does still qualify as a “Reinvestment Area” as defined in Section 853.17 of the Local Development Act due to the fact that it is an area requiring public improvements to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area, or to preserve or enhance the tax base or in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Therefore, the Review Committee finds that the North Side Improvement District does remain eligible for designation as a tax increment district.

SECTION II. FINDINGS AND RECOMMENDATIONS WITH RESPECT TO THE APPROPRIATENESS OF THE APPROVAL OF THE PROPOSED PLAN AND PROJECT.

A. The Review Committee has considered the Project Plan, as amended by the First Amendment to Project Plan, and hereby finds that the provisions of the Project Plan, as amended, do meet the following legislative guidelines set forth in Section 852 of the Local Development Act:

1. Investment, development and economic growth are difficult within the boundaries of the North Side Improvement District, but possible if the tax increment financing provisions of the Local Development Act are available.
2. That the North Side Improvement District does not encompass an area where investment, development and economic growth would occur without the assistance of public funds.
3. That the undertaking of the projects described in the Project Plan will not supplant or replace normal public functions and services.
4. That the purposes set forth in the Project Plan for the North Side Improvement District work in conjunction with the governing body’s locally implemented economic development plans.
5. That the North Side Improvement District does not have boundaries that dissect a similar area and does not create an unfair competitive advantage.

6. That the project contemplates the need for residential and neighborhood treatments, and capital improvements to neighborhood public schools, as well as commercial/industrial development.

7. That where possible, partial credits or credits that do not utilize the full time-frame allowed be pursued.

8. That the maximum effort has been made to allow full public knowledge and participation in the use of the Local Development Act in connection with the preparation and adoption of the Project Plan, as amended.

9. That the Project Plan, as amended, contemplates the conservation, preservation, and rehabilitation of existing improvements within the North Side Improvement District; that demolition, clearance and relocation is minimized except for structures necessary for the undertaking of the projects referenced in the Project Plan, as amended.

10. That the Project Plan, as amended, upon adoption by the Governing Body, develops and applies clear standards, criteria and threshold limits that are applicable to all similar property and areas that the Project Plan, as amended, contains protection against nearby relocations to utilize incentives.

B. The Review Committee further finds that contemplated private and public projects described in the Project Plan, as amended, will enhance the value of other real property located within the North Side Improvement District as well as effectuating the increase of employment opportunities within said district.

C. The Review Committee further finds that the aggregate net assessed value of all taxable property in all increment districts, as determined pursuant to Section 856(B)(4)(d) of the Local Development Act, within City of Midwest City, does not exceed 25% of the total net assessed value of taxable property within City of Midwest City, Oklahoma.

D. The Review Committee further finds that the aggregate net assessed value of the taxable property in all increment districts, as determined pursuant to Section 856(B)(4)(f) of the Local Development Act, within the City of Midwest City does not exceed 25% of the total assessed net value of any affected school districts located within the City of Midwest City.

E. The Review Committee further finds that the land area of all increment districts within the City of Midwest City does not exceed 25% of the total land area of the City of Midwest City.

F. Based on the foregoing, the Review Committee finds that the Project Plan, as amended, and the projects therein are appropriate under the provisions of the Local Development Act, and the approval of the Project Plan, as amended, by the Governing Body is hereby recommended.

G. Based on the foregoing, the Review Committee finds that the Project Plan, as amended, and the projects therein are appropriate under the provisions of the Local Development

Act, and the approval of the Project Plan by the Governing Body is hereby recommended.

SECTION III. REPORT OF FINANCIAL IMPACT.

A. The Review Committee has reviewed estimates of the incremental ad valorem (real and business personal) taxes which will likely result from the establishment of the North Side Improvement District. The analysis used to project revenues over the life of the Project Plan, as amended, and the impact of the North Side Improvement District on the taxing entities are attached hereto as Exhibits “C” and “D”, respectively.

B. The Review Committee finds that the current property tax revenues collected within the North Side Improvement District will continue to be apportioned to the taxing entities. The Committee also finds that dedicating ad valorem taxes to the North Side Improvement District apportionment fund for twenty (20) years is desirable to serve as a catalyst for retaining or expanding employment, or to attract major investment in the area or to preserve or enhance the tax base as it will benefit the proposed North Side Improvement District and thereby eventually will result in substantial increased ad valorem tax revenues to the taxing jurisdictions at the completion of the Project Plan, as amended.

C. The Review Committee analyzed the financial impact to each taxing entity by reference to the individual taxing districts established by the County, which are located within the North Side Improvement District, to-wit: Taxing District No. 74, Taxing District No. 89, Taxing District No. 274, Taxing District No. 589 and Taxing District No. 674. However, the Review Committee finds that property located within Taxing District Nos. 89, 274 and 674 will likely not be impacted by the Projects described in the Project Plan, as amended. The Review Committee further finds the financial impact on each of the taxing jurisdictions within the North Side Improvement District to be as follows:

1. CITY OF MIDWEST CITY, OKLAHOMA. Within Taxing Districts Nos. 74, 89, 274, 589 and 674, the City of Midwest City, Oklahoma (the “City”) currently levies ad valorem taxes at varying rates from year to year, to pay principal and interest on the City’s outstanding General Obligation indebtedness (within this section, the “Sinking Fund Revenues”).

Sinking Fund Revenues: The establishment of the proposed North Side Improvement District does not alter the City’s legal obligation under its General Obligation Bonds, and will likely not affect the City’s ability to raise sufficient Sinking Fund Revenues to repay such debt. Thus, no adverse financial impact on City’s Sinking Fund Revenues is expected.

2. OKLAHOMA COUNTY, OKLAHOMA: Within Taxing Districts Nos. 74, 89, 274, 589 and 674, Oklahoma County, Oklahoma (the “County”) currently levies: (a) ad valorem taxes (at varying rates from year to year) to pay principal and interest on the County’s outstanding General Obligation indebtedness (within this section, the “Sinking Fund Revenues); and (b) ad valorem taxes equal to 10.35 mills to support general county government (within this section, the “General Fund Revenues”).

Sinking Fund Revenues: The amendment of the North Side Improvement District does not alter the County’s legal obligation under its General Obligation Bonds, and will likely not affect the County’s ability to raise sufficient Sinking Fund Revenues to repay such debt. Thus, no adverse financial impact on the Sinking Fund Revenues is expected.

General Fund Revenues. As all of the General Fund Revenues that are currently being generated within the proposed North Side Improvement District will continue to accrue to the County, no diminishment of the County’s General Fund Revenues will likely result from the establishment of the proposed North Side Improvement District. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from the County’s 10.35 mill levy and used to pay “project costs” are estimated to be \$111,740 and \$1,059,337, respectively. However, because substantially all of the incremental General Fund Revenues generated from new private investment, would not have accrued without the construction of the projects listed in the Project Plan, as amended, no significant adverse financial impact on the County General Fund Revenue is expected.

3. OKLAHOMA CITY/COUNTY HEALTH DEPARTMENT: Within Taxing Districts Nos. 74, 89, 274, 589 and 674, the Oklahoma City/County Health Department (“OCCHD”) currently levies ad valorem taxes equal to 2.59 mills to support the operational activities of the OCCHD (within this section, the “General Fund Revenues”).

General Fund Revenues. As all of the General Fund Revenues that are currently being generated within the proposed North Side Improvement District will continue to accrue to OCCHD, no diminishment of OCCHD’s General Fund Revenues will likely result from the amendment of the North Side Improvement District. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from OCCHD’s 2.59 mill levy and used to pay “project costs” are estimated to be \$27,962 and \$265,090, respectively. However, because substantially all of the incremental General Fund Revenues generated from new private investment would not have accrued without the construction of the projects listed in the Project Plan, as amended, no significant adverse financial impact on OCCHD’s General Fund Revenue is expected.

4. METROPOLITAN LIBRARY SYSTEM. Within Taxing Districts Nos. 74, 89, 274, 589 and 674, the Metropolitan Library System (“MLS”) currently levies ad valorem taxes

equal to 5.20 mills to support general county government (within this section, the “General Fund Revenues”).

General Fund Revenues. As all of the General Fund Revenues that are currently being generated within the North Side Improvement District will continue to accrue to MLS, no diminishment of MLS’ General Fund Revenues will likely result from the amendment of the North Side Improvement District. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from MLS’ 5.20 mill levy and used to pay “project costs” are estimated to be \$56,140 and \$532,227, respectively. However, because substantially all of the incremental General Fund Revenues generated from new private investment would not have accrued without the construction of the projects listed in the Project Plan, as amended, no significant adverse financial impact on MLS’ General Fund is expected.

5. ROSE STATE COLLEGE/TECHNICAL AREA EDUCATION DISTRICT. Within Taxing Districts Nos. 589 and 674, the Rose State College/Technical Area Education District (“RSD”) currently levies: (a) ad valorem taxes (at varying rates from year to year) to pay principal and interest on RSD’s outstanding General Obligation indebtedness (within this section, the “Sinking Fund Revenues); (b) ad valorem taxes equal to 5.17 mills to finance a portion of the capital needs of RSD (the “Building Fund Revenues”); and (c) ad valorem taxes equal to 10.34 mills to support the operational activities of RSD’s college and technical education programs (within this section, the “General Fund Revenues”).

Sinking Fund Revenues: The amendment of the North Side Improvement District does not alter RSD’s legal obligation under its General Obligation Bonds, and will likely not affect RSD’s ability to raise sufficient Sinking Fund Revenues to repay such debt. Thus, no adverse financial impact on the Sinking Fund Revenues is expected.

Building Fund Revenues: As all of the Building Fund Revenues that are currently being generated within the North Side Improvement District will continue to accrue to RSD, no diminishment of RSD’s Building Fund Revenues will likely result from the amendment of the North Side Improvement District. With regard to future Building Fund Revenues, the maximum annual and total incremental revenues generated and apportioned from RSD’s 5.17 mill levy and used to pay “project costs” are estimated to be \$6,766 and \$46,479, respectively. However, because substantially all of the incremental Building Fund Revenues generated from new private investment would not have accrued without the construction of the projects listed in the Project Plan, as amended, no significant adverse financial impact on the Building Fund Revenue is expected.

General Fund Revenues. As all of the General Fund Revenues that are currently being generated within the North Side Improvement District will continue to accrue to RSCD, no diminishment of the General Fund Revenues will likely result from the amendment of the North Side Improvement District. With regard to future

General Fund Revenues, the maximum annual and total incremental revenues generated from RSD's 10.34 mill levy and used to pay "project costs" are estimated to be \$13,531 and \$92,957, respectively. However, because substantially all of the incremental General Fund Revenues generated from new private investment, would not have accrued without the construction of the projects listed in the Project Plan, as amended, no significant adverse financial impact on the General Fund Revenue is expected.

6. VOCATIONAL-TECHNICAL SCHOOL DISTRICT NO. 22: Within Taxing District No. 89, Vocational-Technical School District No. 22 ("Metro Technology District") currently levies: (a) ad valorem taxes (at varying rates from year to year) to pay principal and interest on Metro Technology District's outstanding General Obligation indebtedness (within this section, the "Sinking Fund Revenues"); (b) ad valorem taxes equal to 5.15 mills to finance a portion of the capital needs of the Metro Technology District (the "Building Fund Revenues"); and (c) ad valorem taxes equal to 10.30 mills to support the educational activities of the Metro Technology District (the "General Fund Revenues")

Sinking Fund Revenues: The amendment of the North Side Improvement District does not alter the Metro Technology District's legal obligation under its General Obligation Bonds, and will likely not affect the Metro Technology District's ability to raise sufficient Sinking Fund Revenues to repay such debt. Thus, no adverse financial impact on the Sinking Fund Revenues is expected.

Building Fund Revenues: As all of the Building Fund Revenues that are currently being generated within the North Side Improvement District will continue to accrue to the Metro Technology District, no diminishment of the Metro Technology District's Building Fund Revenues will likely result from the amendment of the proposed North Side Improvement District. With regard to future Building Fund Revenues, the maximum annual and total incremental revenues generated and apportioned from RSD's 5.15 mill levy and used to pay "project costs" are estimated to be minimal. However, because substantially all of the incremental Building Fund Revenues generated from new private investment would not not have accrued without the construction of the projects listed in the Project Plan, as amended, no significant adverse financial impact on the Building Fund Revenue is expected.

General Fund Revenues: As all of the General Fund Revenues that are currently being generated within the North Side Improvement District will continue to accrue to Metro Technology District, no diminishment of the Metro Technology District's General Fund Revenues will likely result from the amendment of the North Side Improvement District. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from Metro Technology District's 10.30 mill levy and used to pay "project costs" are estimated to be minimal. However, because substantially all of the incremental General Fund Revenues generated from new private investment would not have accrued without the construction of the projects listed in the Project Plan, as amended, no

significant adverse financial impact on the Metro Technology District's General Fund is expected.

7. CRUTCHO PUBLIC SCHOOL DISTRICT: Within Taxing District Nos. 74, 274 and 674, Dependent School District No. 74, Oklahoma County, Oklahoma (the "Crutcho Public School District") currently levies: (a) ad valorem taxes (at varying rates from year to year) to pay principal and interest on the Oklahoma Public School District's outstanding General Obligation indebtedness (within this section, the "Sinking Fund Revenues"); (b) ad valorem taxes equal to 5.08 mills to finance a portion of the capital needs of the school district (the "Building Fund Revenues"); and (c) ad valorem taxes equal to 35.54 mills to support the operational activities of the Crutcho Public School District (within this section, the "General Fund Revenues"). Also, additional ad valorem taxes equal to 4.14 mills are levied county-wide to support the operational activities of all public schools in Oklahoma County, and distributed on the basis of the legal average daily attendance for the preceding school year as certified by the State Board of Education (such revenues being referred to herein as the "County Levy Revenues").

Sinking Fund Revenues: The amendment of the North Side Improvement District does not alter the Crutcho Public School District's legal obligation under its General Obligation Bonds, and will likely not affect the Crutcho Public School District's ability to raise sufficient Sinking Fund Revenues to repay such debt. Thus, no adverse financial impact on the Crutcho Public School District's Sinking Fund Revenues is expected.

Building Fund Revenues: As all of the Building Fund Revenues that are currently being generated within the proposed North Side Improvement District will continue to accrue to the Crutcho Public School District, no diminishment of the Crutcho Public School District's Building Fund Revenues will likely result from the amendment of the North Side Improvement District. With regard to future Building Fund Revenues, the maximum annual and total incremental revenues generated and apportioned from the Crutcho Public School District's 5.08 mill levy and used to pay "project costs" are estimated to be \$48,196 and \$474,276, respectively. However, because substantially all of the incremental Building Fund Revenues generated from new private investment would not have accrued without the construction of the projects listed in the Project Plan, as amended, no significant adverse financial impact on the Crutcho Public School District's Building Fund Revenue is expected.

General Fund Revenues and County Levy Revenues: As all of the General Fund Revenues and County Levy Revenues that are currently being generated within the proposed North Side Improvement District (and allocated to the Crutcho Public School District) will continue to accrue to the Crutcho Public School District, no significant diminishment of the Crutcho Public School District's General Fund Revenues or County Levy Revenues will likely occur. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from the Crutcho Public School District's 35.54 mill levy are estimated

to be \$337,185 and \$3,318,062, respectively. However, General Fund Revenues are predominantly impacted by changes in funding from the State of Oklahoma's "State Aid Fund", as provided in Title 70, Sections 18-101 et seq. of the Oklahoma Statutes (such revenues being referred to herein as the "State Aid Revenues"). Under these provisions, increases in the net assessed valuation of a school district are almost entirely offset by reductions in the amount of State Aid Revenue contributed by the State of Oklahoma. Therefore, the inclusion or omission of the net assessed valuation of the new private investment generated within the proposed North Side Improvement District would not substantially increase or decrease the net amount of General Fund Revenues available to the Crutchfield Public School District.

8. OKLAHOMA CITY PUBLIC SCHOOL DISTRICT: Within Taxing District Nos. 89 and 589, Independent School District No. 89, Oklahoma County, Oklahoma (the "Oklahoma City Public School District") currently levies: (a) ad valorem taxes (at varying rates from year to year) to pay principal and interest on the Oklahoma Public School District's outstanding General Obligation indebtedness (within this section, the "Sinking Fund Revenues"); (b) ad valorem taxes equal to 5.14 mills to finance a portion of the capital needs of the school district (the "Building Fund Revenues"); and (c) ad valorem taxes equal to 35.96 mills to support the operational activities of the Oklahoma City Public School District (within this section, the "General Fund Revenues"). Also, additional ad valorem taxes equal to 4.14 mills are levied county-wide to support the operational activities of all public schools in Oklahoma County, and distributed on the basis of the legal average daily attendance for the preceding school year as certified by the State Board of Education (such revenues being referred to herein as the "County Levy Revenues").

Sinking Fund Revenues: The amendment of the North Side Improvement District does not alter the Oklahoma City Public School District's legal obligation under its General Obligation Bonds, and will likely not affect the Oklahoma City Public School District's ability to raise sufficient Sinking Fund Revenues to repay such debt. Thus, no adverse financial impact on the Oklahoma City Public School District's Sinking Fund Revenues is expected.

Building Fund Revenues: As all of the Building Fund Revenues that are currently being generated within the North Side Improvement District will continue to accrue to the Oklahoma City Public School District, no diminishment of the Oklahoma City Public School District's Building Fund Revenues will likely result from the amendment of the North Side Improvement District. With regard to future Building Fund Revenues, the maximum annual and total incremental revenues generated and apportioned from the Oklahoma City Public School District's 5.14 mill levy and used for debt service are estimated to be \$6,726 and \$46,209, respectively. However, because substantially all of the incremental Building Fund Revenues generated from new private investment would not have accrued without the construction of the projects listed in the Project Plan, as amended, no significant adverse financial impact on the Oklahoma City Public School District's Building Fund Revenue is expected.

General Fund Revenues and County Levy Revenues: As all of the General Fund Revenues and County Levy Revenues that are currently being generated within the North Side Improvement District (and allocated to the Oklahoma City Public School District) will continue to accrue to the Oklahoma City Public School District, no significant diminishment of the Oklahoma City Public School District's General Fund Revenues or County Levy Revenues will likely occur. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from the Oklahoma City Public School District's 35.96 mill levy are estimated to be \$47,058 and \$323,283, respectively. However, General Fund Revenues are predominantly impacted by changes in funding from the State of Oklahoma's "State Aid Fund", as provided in Title 70, Sections 18-101 et seq. of the Oklahoma Statutes (such revenues being referred to herein as the "State Aid Revenues"). Under these provisions, increases in the net assessed valuation of a school district are almost entirely offset by reductions in the amount of State Aid Revenue contributed by the State of Oklahoma. Therefore, the inclusion or omission of the net assessed valuation of the new private investment generated within the North Side Improvement North Side Improvement District would not substantially increase or decrease the net amount of General Fund Revenues available to the Oklahoma City Public School District.

D. The Review Committee further finds the financial impact on business activities within the North Side Improvement District to be, as follows:

The Review Committee expects the construction of the projects described in the Project Plan, as amended, will enhance business activities within the North Side Improvement District.

ADOPTED this 19TH day of July, 2023.

MIDWEST CITY LOCAL DEVELOPMENT ACT
REVIEW COMMITTEE



PAT BYRNE, Chairman

EXHIBIT "A"

LEGAL DESCRIPTION OF
INCREMENT DISTRICT NUMBER THREE,
CITY OF MIDWEST CITY, OKLAHOMA
(NORTH SIDE IMPROVEMENT DISTRICT)

The North Side Improvement District is a tract located in Sections 15, 22, 24, 25, 26 and 27, Township 12 North Range 2 West, more particularly described as follows:

BEGINNING at the Southeast Corner of the Southwest Quarter of Section 15, Township 12 North, Range 2 West of the Indian Meridian; THENCE, north along the East line of the Southwest Quarter to the Northeast Corner of said Southwest Quarter of Section 15; THENCE, west along the North line of said Southwest Quarter a distance of approximately 700 feet; THENCE, Southwesterly to a point on the West line of the East half of said Southwest Quarter that is 1,900 feet north of the Southwest Corner of said Southwest Quarter; THENCE, south along the West line of the East half of the Southwest Quarter to the Southwest Corner of the Southeast Quarter of the Southwest Quarter; THENCE, west along the North line of Section 22 a distance of approximately 290 feet to a point of intersection with the North line of the Railroad Right-of-Way; THENCE, southwesterly along the West line of the Railroad Right-of-Way to a point where the West line of the Railroad Right-of-Way intersects with the East Right-of-Way line of Air Depot Boulevard; THENCE, south along the East Right-of-Way line of Air Depot Boulevard to a point where the East Right-of-Way line intersects with the North line of Section 27; THENCE, south along the East Right-of-Way line of Air Depot Boulevard a distance of 330 feet; THENCE, east and parallel with the North line of said Section 27 a distance of 315 feet to the intersection of such line with the centerline of Crutch Creek; THENCE, south and southeasterly along the centerline of Crutch Creek to a point where the centerline of Crutch Creek intersects with the East line of the East half of Section 27, said intersection being approximately 895 feet south of the North line of Section 27; THENCE, south along the East line of the East half of Section 27 to the Southwest Corner of the Northwest Quarter of Section 27; THENCE, east along the South line of the North half of Section 27 to a point where such line intersects the North line of the Railroad Right-of-Way; THENCE, northeasterly along said North line of the Railroad Right-of-Way to the Southeast Corner of Lot 11, Block 3 in the KANALY'S NORTHEAST 23RD STREET ADDITION; THENCE, north along the West line of said Lot 11, Block 3 to the Northwest Corner of Lot 11, Block 2 of KANALY'S NORTHEAST 23RD STREET ADDITION; THENCE, east along the North line of KANALY'S NORTHEAST 23RD STREET ADDITION to a point which is 427 feet west of the East line of the Northeast Quarter of Section 27; THENCE, north 306 feet along the East line of said Northeast Quarter; THENCE, west and parallel to the South line of said Northeast Quarter a distance of 219 feet; THENCE, north and parallel to the East line of said Northeast Quarter approximately 200 feet to the centerline of Soldier Creek; THENCE, northeasterly along said centerline approximately 678 feet to the East line of Section 27; THENCE, north along the East line of Section 27 to a point which is approximately 413 feet south of the Northeast Corner of

Section 27; THENCE, easterly and parallel to the North line of Section 26 to a point which is 420.1 feet east of the West line of Section 26 and 413 feet south of the North line of Section 26; THENCE, south and parallel to the West line of Section 26 a distance of 213 feet; THENCE, east and parallel to the North line of Section 26 where such line intersects with the West line of Block 4 of the DICKSON HEIGHTS ADDITION; THENCE, south along the West line of the DICKSON HEIGHTS ADDITION to the Southwest Corner of Block 4 of the DICKSON HEIGHTS ADDITION; THENCE, east along the South line of Blocks 4 and 5 of the DICKSON HEIGHTS ADDITION to the Southeast Corner of said Block 5; THENCE, north along the East line of Block 5 of the DICKSON HEIGHTS ADDITION to a point that is 100 feet north of the Southeast corner of Block 2 of the DICKSON HEIGHTS ADDITION; THENCE, east and parallel to the South line of Block 1 of the DICKSON HEIGHTS ADDITION to a point where such line intersects with the East Right-of-Way line of Spencer Rd.; THENCE, south along the East Right-of-Way line of Spencer Rd. a distance of 100 feet; THENCE, east and parallel to the North line of Section 26 to a point which is 515 feet west of the East line of Section 26; THENCE, south and parallel to the East line of Section 26 a distance of 259.75 feet; THENCE, east and parallel to the North line of Section 26 a distance of 465 feet; THENCE, north and parallel to the East line of Section 26 a distance of 85 feet; THENCE, east and parallel to the North line of Section 26 to a point on the East Right-of-Way line of Section 26; THENCE, north along the East line of Section 26 to a point which is 225 feet south of the North line of Douglas Blvd.; THENCE, east and parallel to the North line of Section 26 and Section 25 a distance of 367 feet; THENCE, south and parallel to the West line of Section 25 a distance of 40 feet; THENCE, east and parallel to the North line of Section 25 a distance of 170 feet; THENCE, south and parallel to the West line of Section 25 a distance of 230 feet; THENCE, east and parallel to the North line of Section 25 a distance of 122.36 feet; THENCE, south and parallel to the West line of Section 25 a distance of 165 feet; THENCE, east and parallel to the North line of Section 25 to a point on the West Right-of-Way line of Randolph Ave.; THENCE, north and parallel to the West line of Section 25 a distance of 70 feet; THENCE, east and parallel to the North line of Section 25 to the Southwest Corner of Block 3, Lot 13 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of said Lot 13 to the Southeast Corner of said Lot 13; THENCE, north along the East line of Lots 13, 12, 11 & 10 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION to a point on the South line of Lot 5 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of Lots 5, 4, 3, 2 and 1 to the Southeast Corner of Lot 1 of Block 3 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east from the Southeast corner of Block 3, Lot 1 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION a distance of approximately 50 feet to the Southwest Corner of Block 2, Lot 4 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east along the South line of Lots 4, 3, 2, and 1 of Block 2 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION to the Southeast Corner of Block 2, Lot 1 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, east a distance of approximately 50 feet to the Southwest Corner of Block 1, Lot 4 KANALY'S SECOND NORTHEAST 23RD STREET ADDITION; THENCE, south a distance of 75 feet to the Southwest Corner of Lot 5 of Block 1 of KANALY'S SECOND NORTHEAST 23RD STREET

ADDITION; THENCE, east along the South line of Lot 5 of Block 1 of KANALY'S SECOND NORTHEAST 23RD STREET ADDITION to the Southeast corner of said Lot 5; THENCE, east and parallel to the North line of Section 25 to a point on the West line of Block 4 of MINTON'S ORCHARD PARK ADDITION; THENCE, south along the West line of Block 4 of MINTON'S ORCHARD PARK ADDITION to a point which is 475 feet south of the Northwest Corner of said Block 4; THENCE, east and parallel to the North line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 165 feet; THENCE, south and parallel to the West line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 160 feet; THENCE, east and parallel to the North line of Block 4 of MINTON'S ORCHARD PARK ADDITION a distance of 99 feet; THENCE, south to a point on the centerline of N.E. 19th Street; THENCE, east along the centerline of N.E. 19th Street to the Southeast Corner of Block 6 of MINTON'S ORCHARD PARK ADDITION; THENCE, north along the East line of Block 1 of MINTON'S ORCHARD PARK ADDITION a distance of 633.5 feet; THENCE, east and parallel to the North line of Block 2 of MINTON'S ORCHARD PARK ADDITION a distance of 497 feet; THENCE, north and parallel to the East line of Block 2 of MINTON'S ORCHARD PARK ADDITION a distance of 266.5 feet; THENCE, east and parallel to the North line of Blocks 1 and 2 of MINTON'S ORCHARD PARK ADDITION to a point on the East line of said Block 1; THENCE, north along the East line of Block 1 of MINTON'S ORCHARD PARK ADDITION to the Northeast Corner of said Block 1; THENCE, north and parallel to the East line of Section 25 to a point where such line intersects the North line of Section 25; THENCE, west along the North line of Sections 25, 26 and 27 to the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22; THENCE, north along the East line of the Southwest Quarter of the Southwest Quarter of Section 22 to the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 22; THENCE, east along the South line of the North Half of the Southwest Quarter of Section 22 to the Southeast Corner of the North Half of the Southwest Quarter of Section 22; THENCE, north along the East line of the West Half of Section 22 to the POINT OF BEGINNING.

EXHIBIT "B"

MAP SHOWING BOUNDARIES OF
INCREMENT DISTRICT NUMBER THREE,
CITY OF MIDWEST CITY, OKLAHOMA
(NORTH SIDE IMPROVEMENT DISTRICT)

The following map shows the boundaries of the North Side Improvement District:

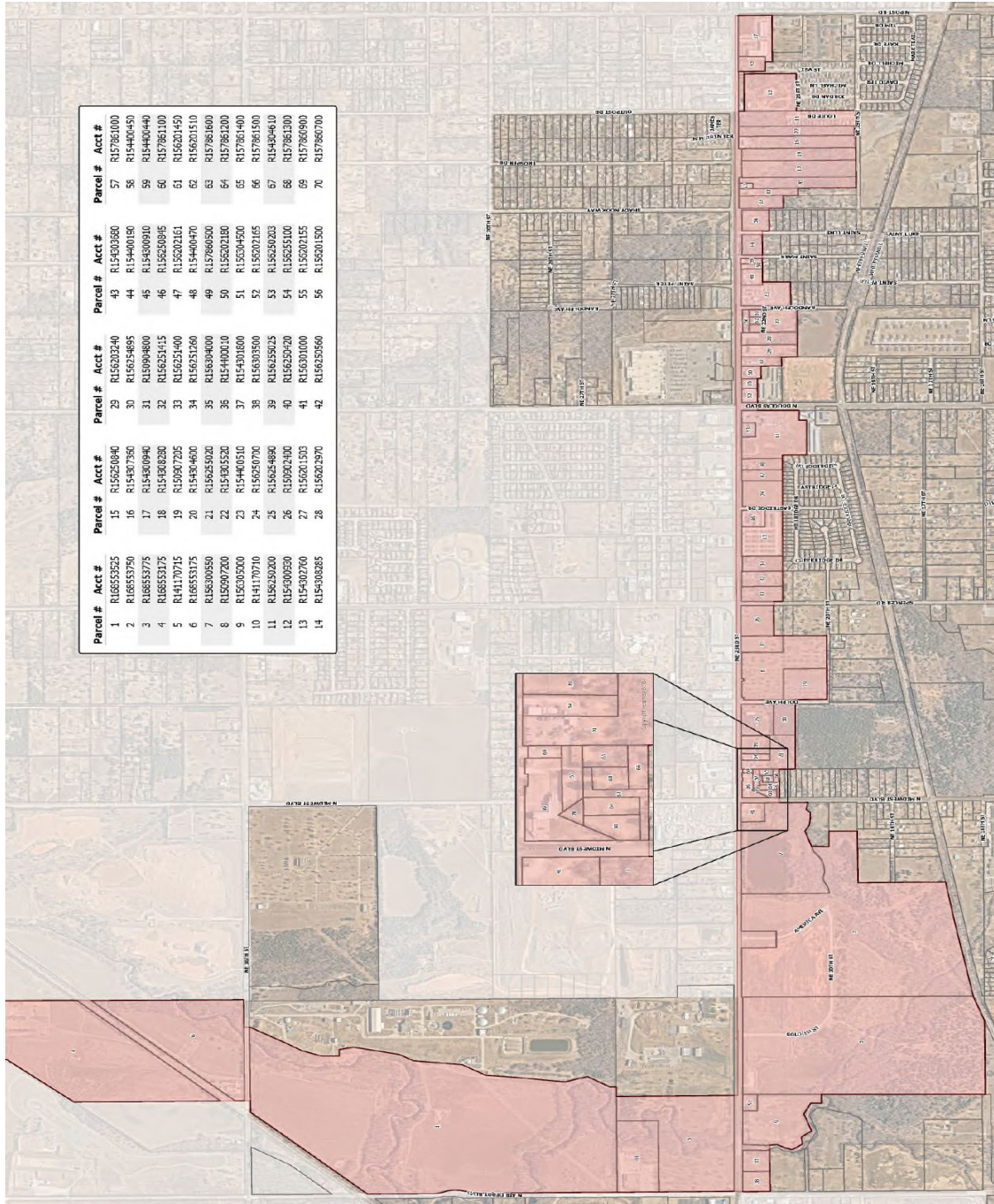


EXHIBIT “C”

ANALYSIS SHOWING PROJECTED INCREMENTAL TAX REVENUES
AND PROJECTED ANNUAL PROJECT COSTS
FOR TAX AND BOND YEARS 2023 THRU 2040
INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA
(NORTH SIDE IMPROVEMENT DISTRICT)

EXHIBIT “D”

ANALYSIS OF ESTIMATED FINANCIAL IMPACT ON TAXING ENTITIES
INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA
(NORTH SIDE IMPROVEMENT DISTRICT)

EXHIBIT "D"

ANALYSIS OF ESTIMATED FINANCIAL IMPACT ON TAXING ENTITIES
 INCREMENT DISTRICT NUMBER THREE, CITY OF MIDWEST CITY, OKLAHOMA
 (NORTH SIDE IMPROVEMENT DISTRICT)

(a)	Millage and Percentage By Taxing District						Taxing District No. 74		Taxing District No. 89		Taxing District No. 589		Total of All Taxing Districts	
	Taxing District No. 74	% of Total Levy	Taxing District No. 89	% of Total Levy	Taxing District No. 589	% of Total Levy	Maximum Annual Project Costs (h)	Cumulative Project Costs (i)	Maximum Annual Project Costs (j)	Cumulative Project Costs (k)	Maximum Annual Project Costs (l)	Cumulative Project Costs (m)	Maximum Annual Project Costs (n)	Cumulative Project Costs (o)
Project Costs (Includes Annual Share of Administrative Expenses)							\$ 926,642	\$ 9,118,601	\$ -	\$ -	\$ 143,884	\$ 988,459	\$ 1,229,697	\$ 9,940,000
Taxing Entities														
City of Midwest City														
Sinking Fund	9.44	9.665%	9.44	8.398%	9.44	8.586%	\$ 89,562	\$ 881,331	\$ -	\$ -	\$ 12,353	\$ 84,866	\$ 101,915	\$ 966,197
Oklahoma County														
Sinking Fund	0.64	0.655%	0.64	0.569%	0.64	0.582%	\$ 6,072	\$ 59,751	\$ -	\$ -	\$ 838	\$ 5,754	\$ 6,910	\$ 65,505
General Fund	10.35	10.597%	10.35	9.207%	10.35	9.413%	\$ 98,195	\$ 966,290	\$ -	\$ -	\$ 13,544	\$ 93,047	\$ 111,740	\$ 1,059,337
Oklahoma City/County Health Department														
General Fund	2.59	2.652%	2.59	2.304%	2.59	2.356%	\$ 24,573	\$ 241,806	\$ -	\$ -	\$ 3,389	\$ 23,284	\$ 27,962	\$ 265,090
Metropolitan Library System District														
General Fund	5.20	5.324%	5.20	4.626%	5.20	4.729%	\$ 49,335	\$ 485,479	\$ -	\$ -	\$ 6,805	\$ 46,748	\$ 56,140	\$ 532,227
Rose State College Education District														
Sinking Fund					2.67	2.428%					\$ 3,494	\$ 24,004	\$ 3,494	\$ 24,004
Building Fund					5.17	4.702%					\$ 6,766	\$ 46,479	\$ 6,766	\$ 46,479
General Fund					10.34	9.404%					\$ 13,531	\$ 92,957	\$ 13,531	\$ 92,957
Metro Technology District														
Sinking Fund			5.19	4.617%					\$ -	\$ -			\$ -	\$ -
Building Fund			5.15	4.581%					\$ -	\$ -			\$ -	\$ -
General Fund			10.3	9.163%					\$ -	\$ -			\$ -	\$ -
Crutcho Public Schools														
Sinking Fund	24.69	25.279%					\$ 234,246	\$ 2,305,091					\$ 234,246	\$ 2,305,091
Building Fund	5.08	5.201%					\$ 48,196	\$ 474,276					\$ 48,196	\$ 474,276
General Fund	35.54	36.388%					\$ 337,185	\$ 3,318,062					\$ 337,185	\$ 3,318,062
Oklahoma City Public Schools														
Sinking Fund			18.31	16.289%	18.31	16.653%			\$ -	\$ -	\$ 23,961	\$ 164,608	\$ 23,961	\$ 164,608
Building Fund			5.14	4.573%	5.14	4.675%			\$ -	\$ -	\$ 6,726	\$ 46,209	\$ 6,726	\$ 46,209
General Fund			35.96	31.990%	35.96	32.706%			\$ -	\$ -	\$ 47,058	\$ 323,283	\$ 47,058	\$ 323,283
Oklahoma County School Levy	4.14	4.239%	4.14	3.683%	4.14	3.765%	\$ 39,278	\$ 386,516	\$ -	\$ -	\$ 5,418	\$ 37,219	\$ 44,696	\$ 423,735
Totals	97.67	100%	112.41	100%	109.95	100%	\$ 926,642	\$ 9,118,601	\$ -	\$ -	\$ 143,884	\$ 988,459	\$ 1,070,526	\$ 10,107,060

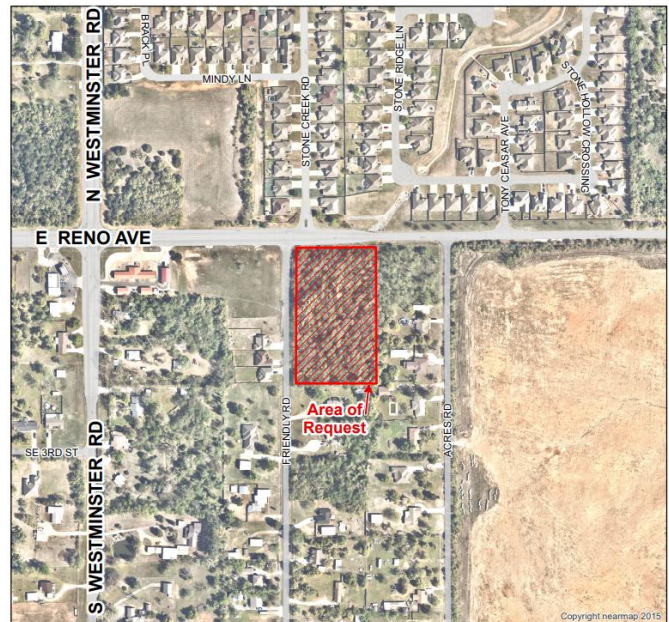
Community Development Department

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: August 22, 2023
Subject: (PC-2149) Tabled from the July 25, 2023 City Council Meeting, public hearing, discussion, consideration, and possible action of approval of the Replat of all of Lots 3 & 4 in Block 1 of Friendly Acres Addition, being more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma County, Oklahoma.

Executive Summary: Mr. Bryan Funderburgh (“Applicant”) requested to replat of all of Lots 3 & 4 in Block 1 of Friendly Acres, which would subdivide the parcel into nine (9) vacant lots, including eight (8) buildable lots, and another used for common area.

If approved, all development standards and regulations for Single-Family Detached (“R-6”) must be observed.

The City Engineer’s Office is scrutinizing the sanitary sewer collection system in an area that includes Friendly Acres (See Page 14 of this report). The Applicant was advised of the situation and warned of the resulting study’s potential impact on new developments. Engineering hired a consultant to help evaluate the situation and, based on those findings, City Staff is formulating a policy for City Council’s future review.



Following required public notice, staff received comments from two surrounding property owners who both supported the proposal. One owner expressed the need to resolve the mailbox situation on the west side of Friendly Road. He stated that residents on the that side had erected mailboxes on their properties, but the Post Office told them it would *not* deliver mail to boxes on the west side. The Post Office required the residents to put mailboxes on east side of the street. The caller was concerned new development on the east side of the street would cause further problems.

The Applicant was present at the July 5, 2023, Planning Commission meeting and spoke in favor of the development. Planning Commission subsequently recommended approval of the item, but action is at the discretion of the Council. Pursuant to City Ordinance, City Council must take action within 60 days of the date the Planning Commission took action, or the item will be deemed approved. The 60 day time frame on this item for City Council action ends on September 3, 2023, but due to the weekend and holiday, the time frame officially ends on September 5, 2023.

Dates of Hearing:

Planning Commission - July 5, 2023
City Council- July 25, 2023, action was tabled
City Council- August 22, 2023

Date of Pre-Development Meeting: November 22, 2022

Council Ward: Ward 3, Rick Dawkins

Owner: Bryan Funderburgh, Sycamore Custom Homes

Applicant: Bryan Funderburgh

Engineer: Keith Cook, PE

Proposed Use: Single-family homes

Size: The subject property has a frontage of 115 feet along E. Reno Avenue, and a depth of 172 feet, and contains an area of 24,017 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Single-Family Detached Residential
North- Single-Family Detached Residential
South- Single-Family Detached Residential
East- Single-Family Detached Residential
West- Office/Retail

Zoning Districts:

Subject Site: R-6 North: R-6 South: R-6 East: R-6 West: R-6

Land Use:

Subject Site: Vacant North: Residential South: Residential
East: Residential and Vacant Property West: Residential and Vacant Property

Comprehensive Plan Citation:

The future zoning land use for the subject lot is Single-Family Detached Residential

Single-Family Detached (SFD) Land Use

“This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.”

Municipal Code Citation:

3.6. – Replat

3.6.1. Purpose & Applicability.

A **Replat** of all or a portion of a recorded Plat may be approved without vacation of the recorded **Plat**, if the Replat meets the following criteria:

(A) Replat Criteria

- a. The **Replat** is signed and acknowledged by the owners of the property being replatted; and
- b. The **Replat** does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

Please note, replats were eliminated with the adoption of new Subdivision Regulations, but applicant submitted application prior to new Subdivision Regulations, so had the option to proceed with replat or adhere to new regulations.

History:

1. The Plat of the Friendly Acres Addition was in an unincorporated area when approved in 1937. It was believed to have been annexed by the City of Midwest City sometime in the late 1950s.
2. Planning Commission recommended approval of this item July 5, 2023.
3. Council voted to table this item to be heard at August 22, 2023.

Staff Comments-

Engineering Staff Code Citations and Comments:

Note: This application is for the replat of a portion of the Friendly Acres subdivision located at 200 Friendly Road.

Section 38-21 in the Subdivision Regulations requires all utility lines and public improvements be reflected on the replat or accompanying engineered construction plans. The proposed public installations must be constructed and must be dedicated to the city prior to the filing of the replat with the County.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, an eight (8) inch main running along the west side of Friendly Road. Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

There's a public sewer main servicing the proposed parcel, an eight (8) inch main running along the west side of Friendly Road.

The area of request is located in the east side collection area currently under evaluation. The applicant has been advised that the City has this area under evaluation and that the impacts of further developments are unknown. Impacts found by the study will also need careful consideration as to the funding mechanisms and related proposed developments.

Connection to the public sewer system for domestic service is a building permit requirement per Municipal Code 43-109 for all new buildings.

Streets and Sidewalks

Access to the parcel is from Friendly Road.

Friendly Road is an underdeveloped roadway that has no curbing. The applicant is proposing half street improvements along the frontage of Friendly Road.

There is also currently no sidewalk along Friendly Road. The applicant is proposing a sidewalk along the frontage of Friendly Road.

Improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Drainage and Flood Control, Wetlands, and Sediment Control

The parcel currently has an undeveloped secondary channel that bisects the area of request from the southwest to the northeast draining into a structure under East Reno Avenue.

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

The applicant has proposed to construct a detention pond to collect the onsite runoff. The proposed roadway improvements will also collect surface runoff and carry it to the detention facility. The pond discharges into the unimproved channel that drains to Reno Avenue. The applicant is proposing doing landscape and channel work to the transition area to help promote flow and prevent standing water in the area.

Upstream residents have filed complaints to the City concerning flooding issues during high rain events in the identified stream that bisects the development site.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the replat is filed.

A 25 foot, right of way sight triangle at the intersection of Friendly Drive and East Reno Avenue is required.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

Engineering Photos



South along Friendly Rd



Pipe crossing upstream



North along Friendly Rd



Pipe crossing downstream

Fire Marshal's Comments:

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

Public Works' Comments:

Line Maintenance

Water

- No additional comments with this case.

Sanitary Sewer

- No additional comments with this case.

Sanitation

- No additional comments with this case.

Stormwater

- No additional comments with this case.

Planning Division:

Staff met with the applicant May 8, 2023 for a Pre-Development meeting.

During Planning Division's review, the following revisions were requested:

- Show lot easements
- Bearing for each lot needs to be shown.
- The north/south bearing is not visible on submitted hard copy, please move it to where it can be seen.

The applicant satisfied all the requested revisions.

The proposed lots meet the minimum standard of 6,000 square feet. If this application is approved, the homes built on the lots must meet the requirements of the Zoning Ordinance, including, but not limited to; minimum house size of 1,200 square feet, 85% masonry exterior materials (100% facing the street), and 7' side setbacks.

Action is at the discretion of the Council.

Action Required:

Approve or reject the replat of all of Lots 3 & 4 in Block 1 of Friendly Acres subject to the staff comments as found in the August 22, 2023 agenda packet and made a part of PC-2149 file.

Suggested Motion:

"To approve the replat for R&B Acres for the property noted herein, subject to Staff Comments found in the August 22, 2023 City Council agenda packet and made a part of the PC-2149 file."

Please feel free to contact my office at (405) 739-1223 with any questions.

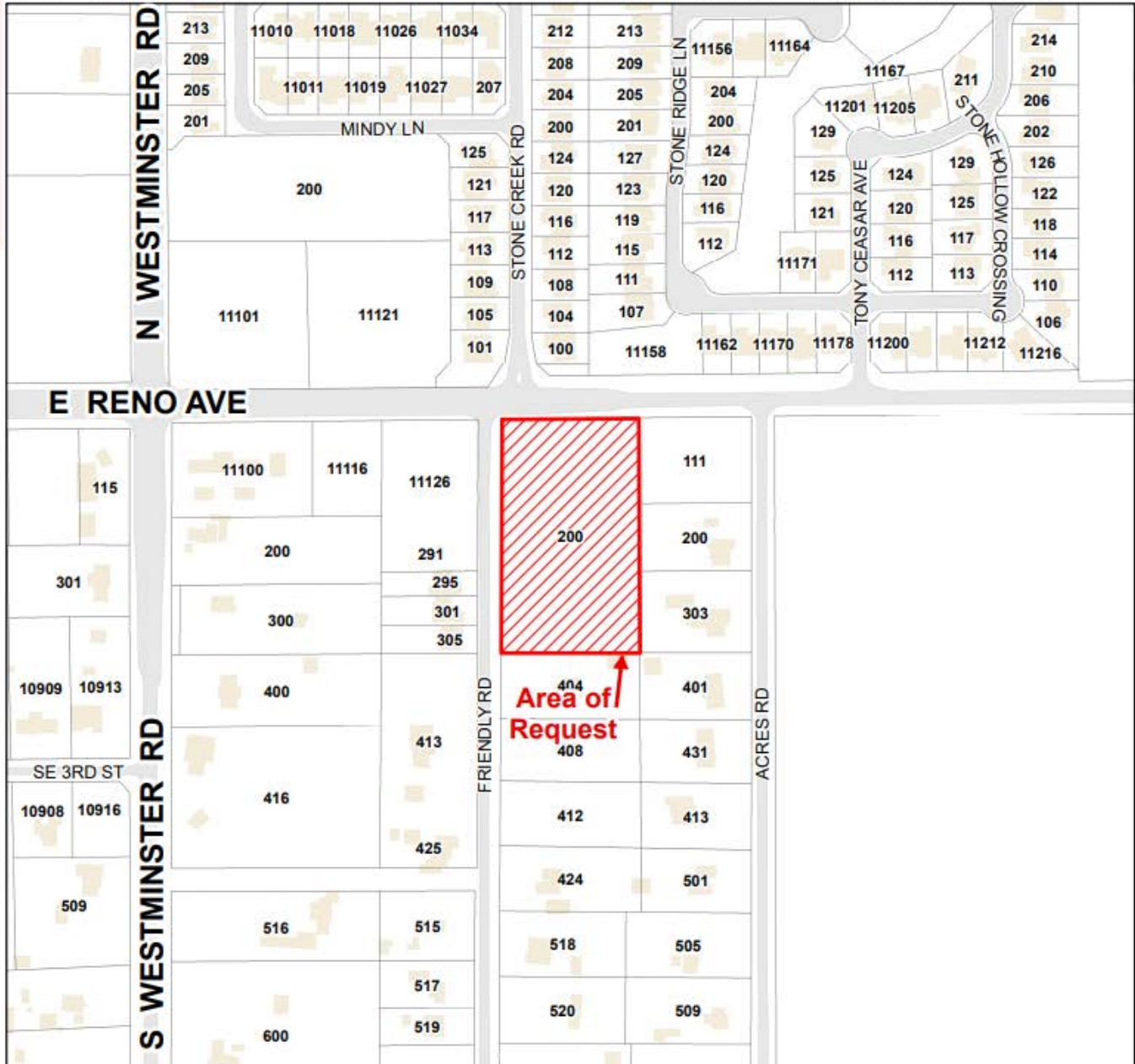
A handwritten signature in blue ink that reads "Emily Richey". The signature is written in a cursive style with a large initial 'E'.

Emily Richey

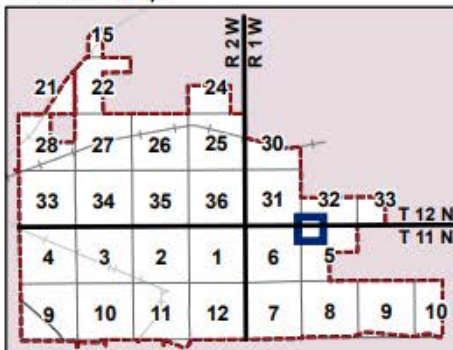
Current Planning Manager



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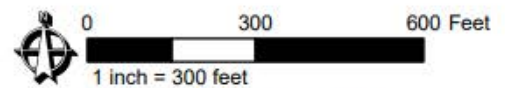
Locator Map



General Map Legend

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

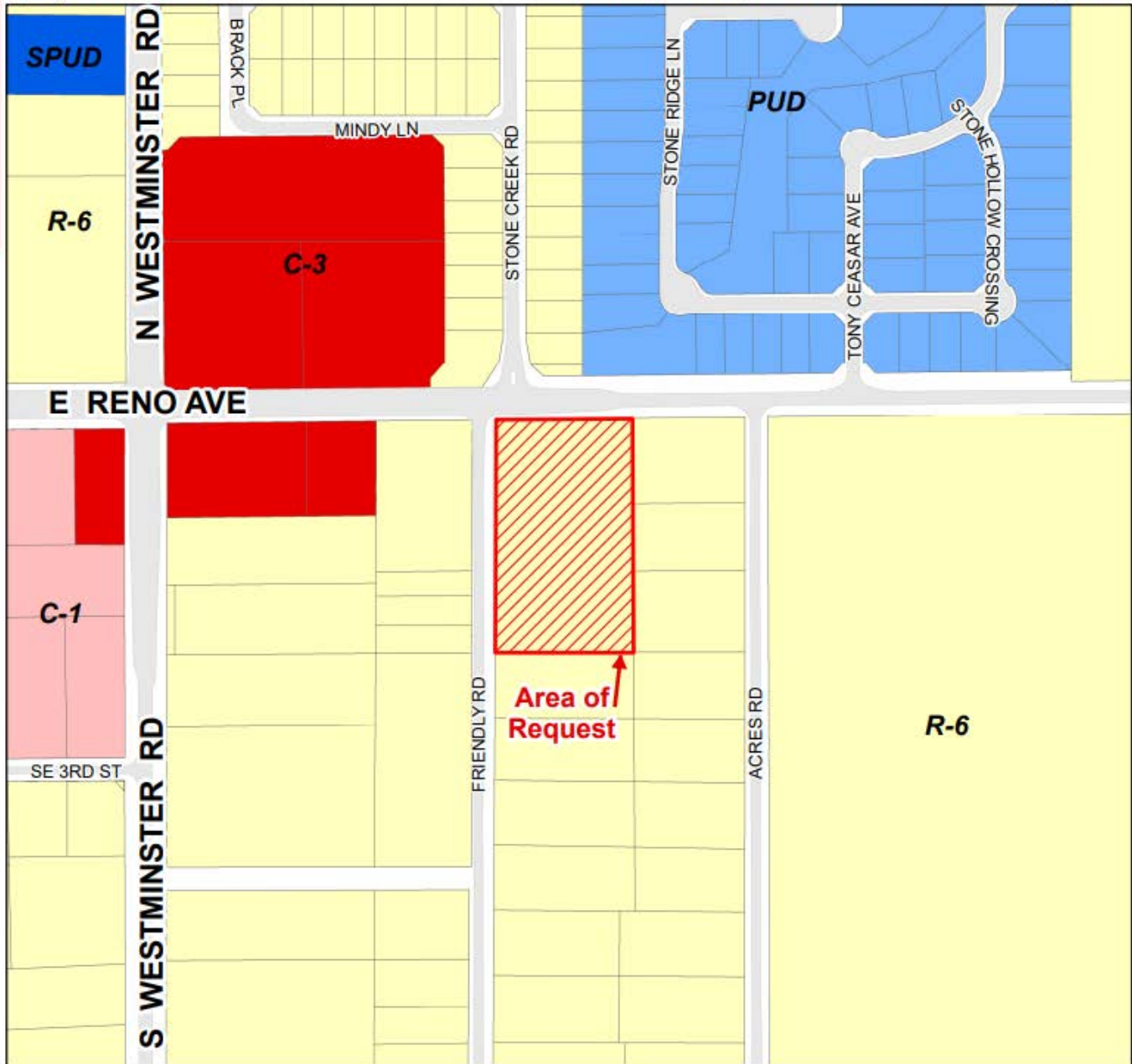
**GENERAL MAP FOR
PC-2149
(NW/4, Sec 25, T11N, R1W)**



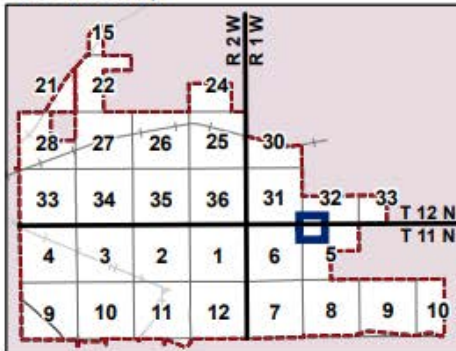
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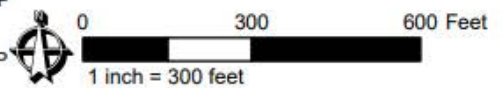
Locator Map



Current Zoning Legend

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

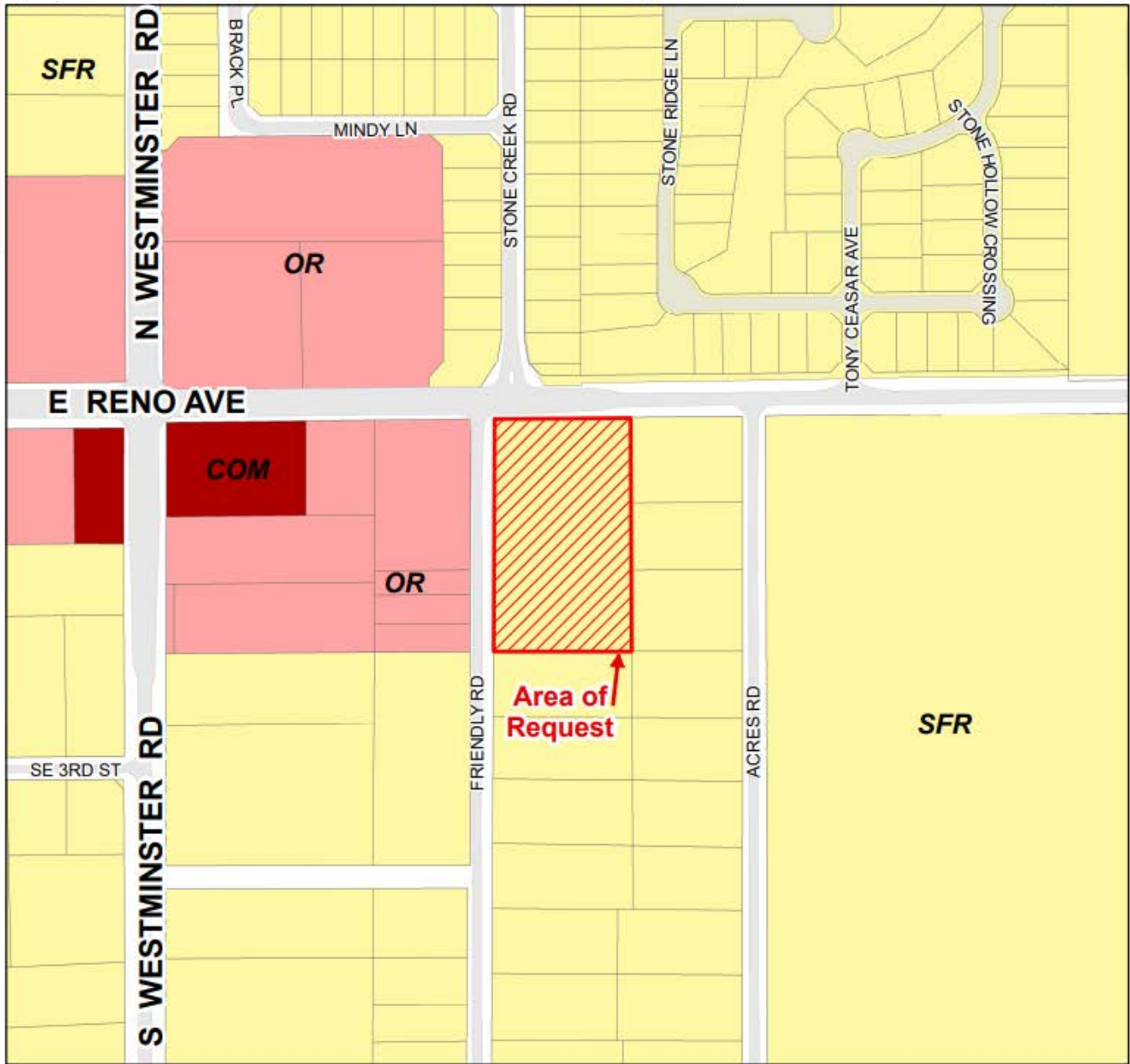
**ZONING MAP FOR
PC-2149
(NW/4, Sec 25, T11N, R1W)**



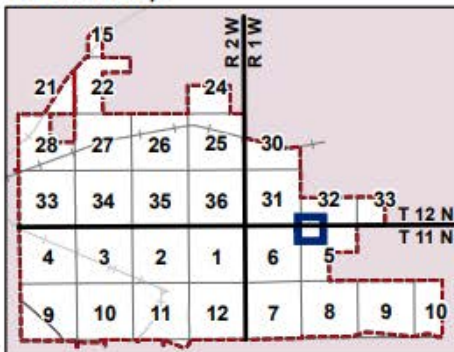
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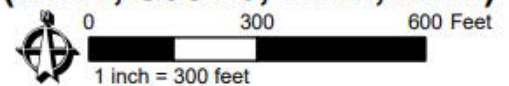
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

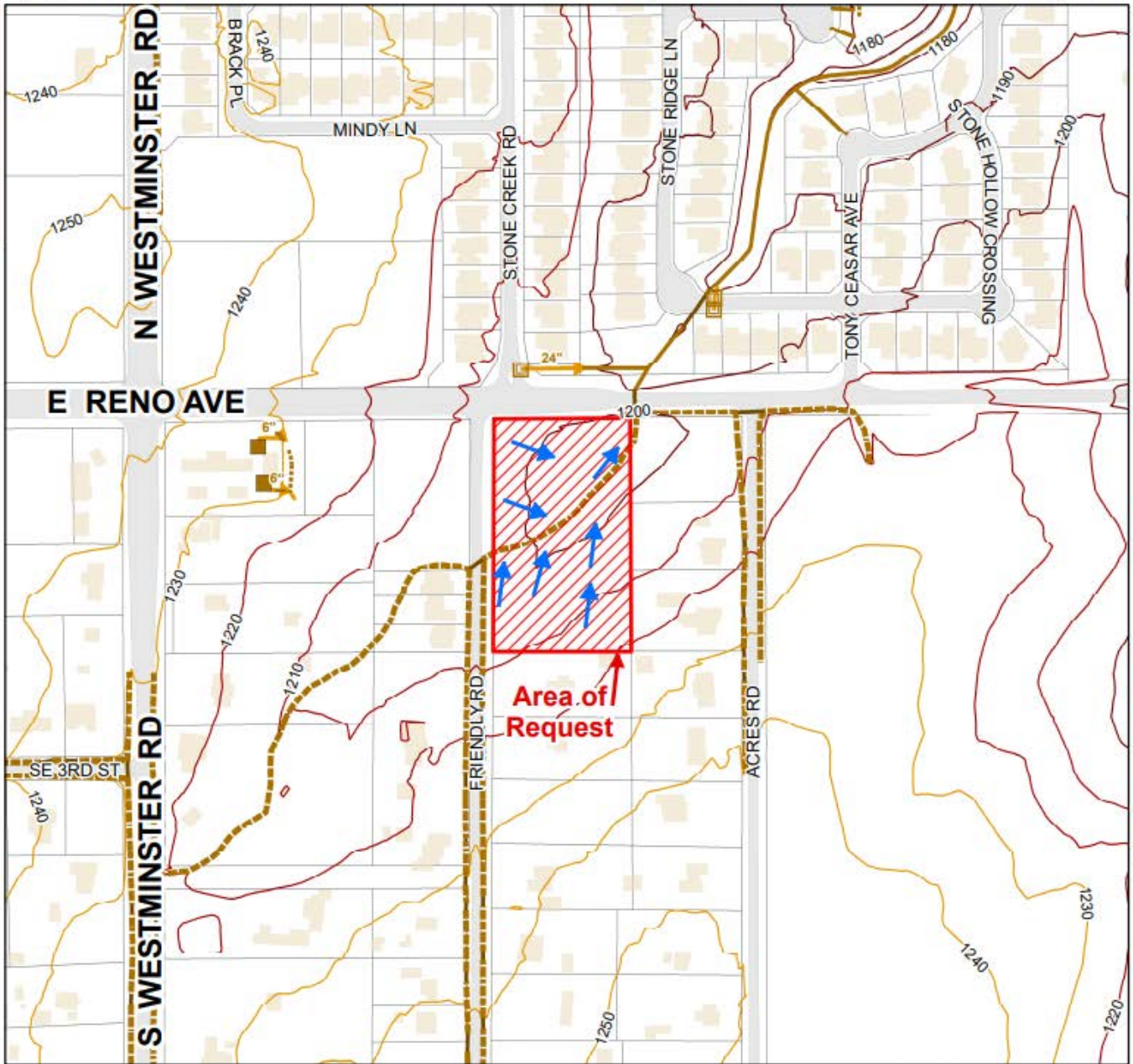
**FUTURE LAND USE
MAP FOR
PC-2149
(NW/4, Sec 25, T11N, R1W)**



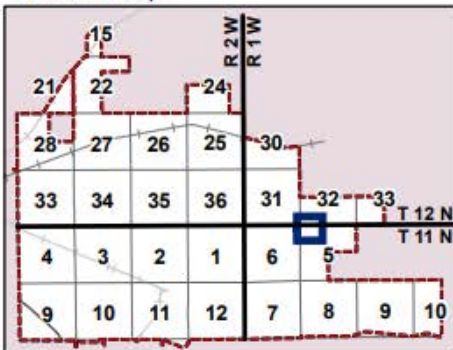
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Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-2149 (NW/4, Sec 25, T11N, R1W)



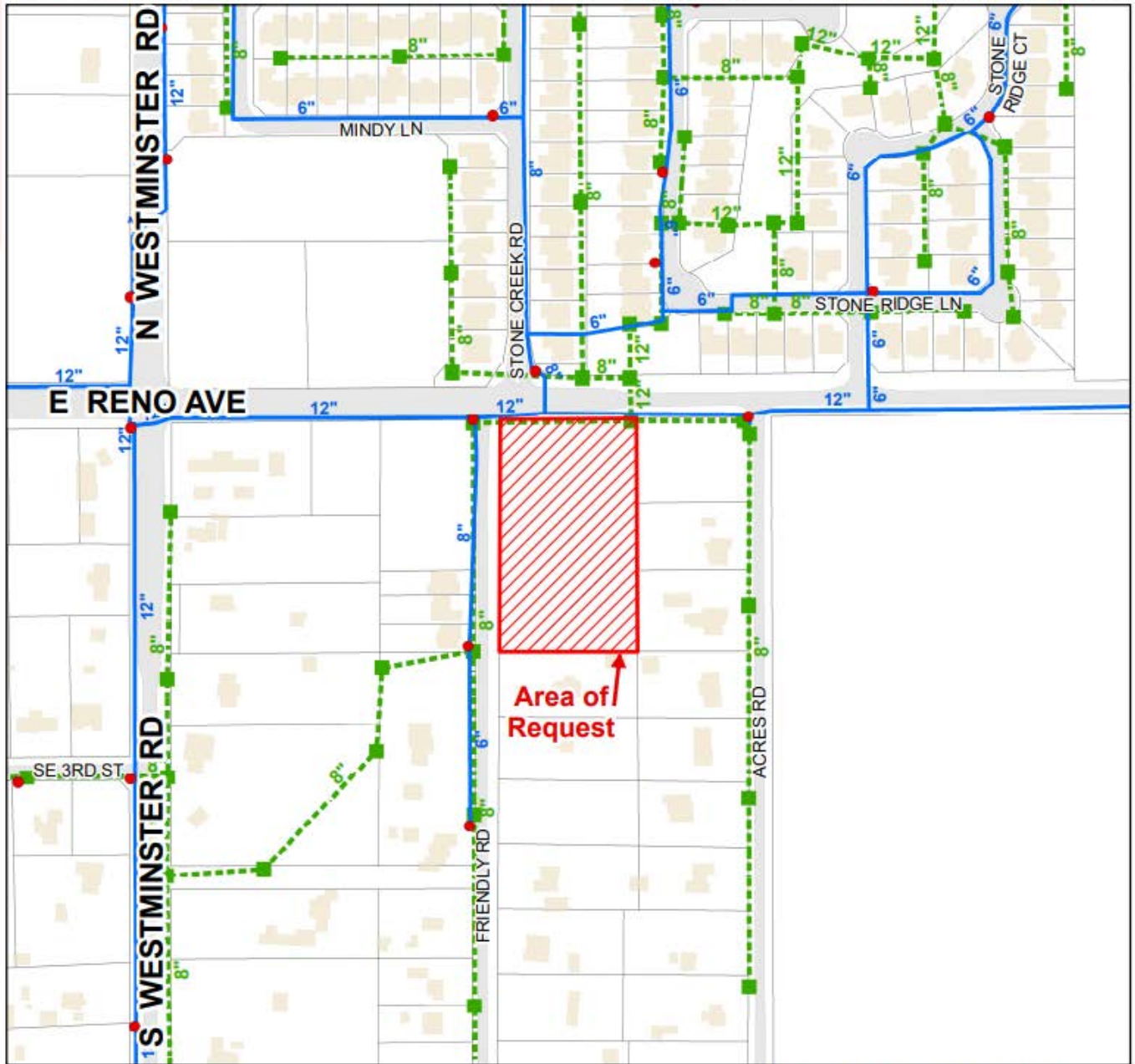
0 300 600 Feet

1 inch = 300 feet

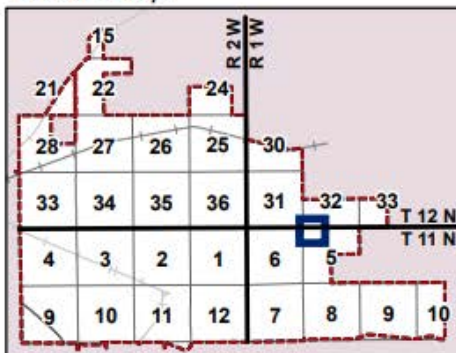
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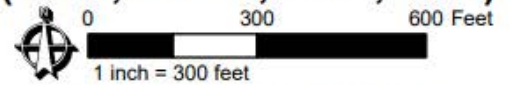
Locator Map



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-2149
(NW/4, Sec 25, T11N, R1W)**



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Legal Description for R&B Acres Addition

All of Lots 3 and 4 in Block 1 of Friendly Acres Addition, being more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma County, Oklahoma;

Thence North 89°26'57" East for a distance of 732.96 feet;

Thence South 00°02'16" East for a distance of 50.00 feet to the POINT OF BEGINNING;

Thence continuing South 00°02'16" East for a distance of 483.39 feet;

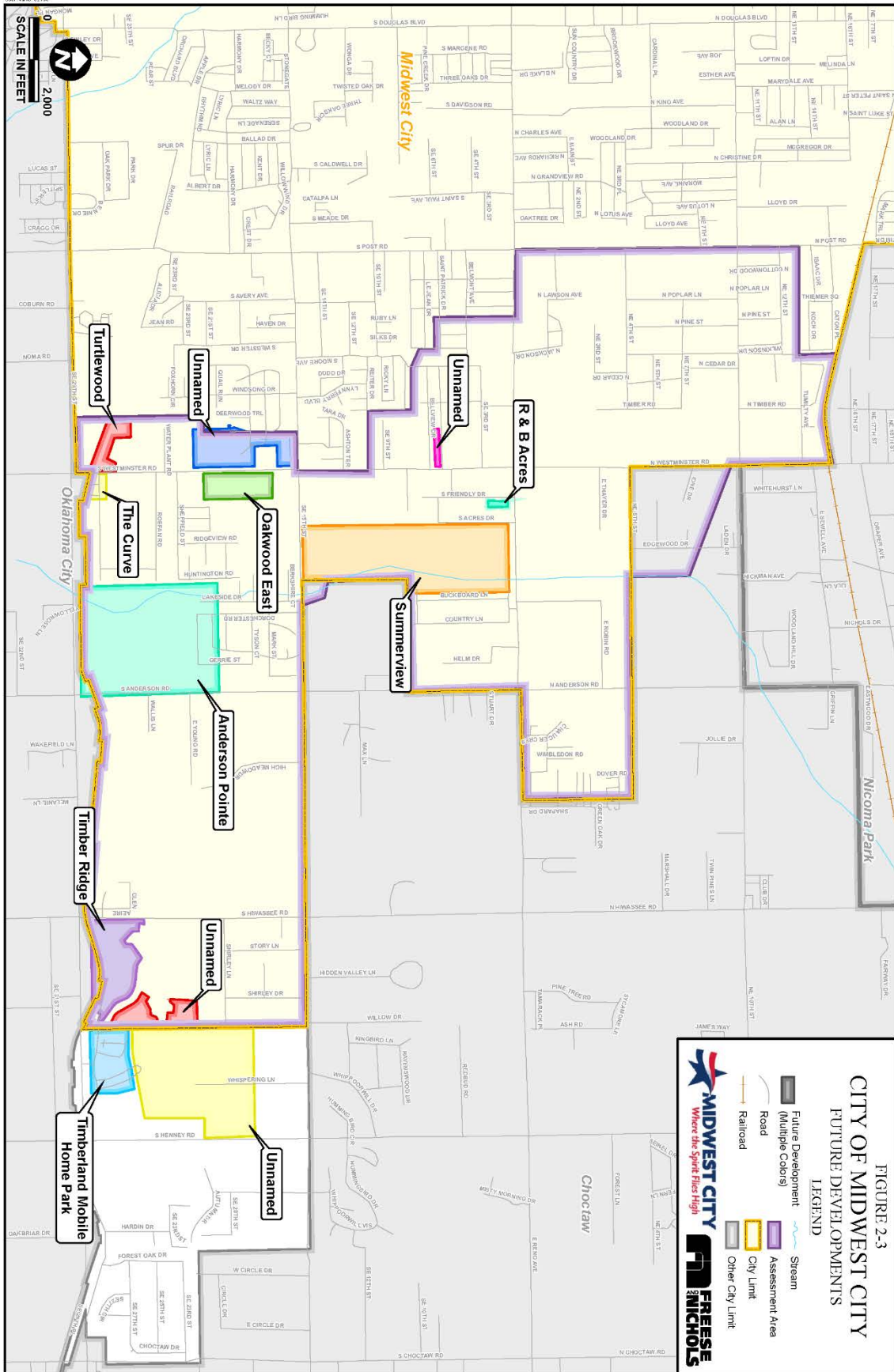
Thence North 89°26'04" East for a distance of 290.00 feet;

Thence North 00°02'16" West for a distance of 483.32 feet;

Thence South 89°26'57" West for a distance of 290.00 feet to the POINT OF BEGINNING,

Containing 3.2178 acres, more or less.

Created by Envision and Nichols, Inc.
Job No: 180202302
Location: H:\09_000_FUTURE\002_CCD\ETABLED\04_FINAL\REPORT\Figure_2-3\Future_Developments
User: J. B. Smith, Date: 11/15/2023, 10:13 AM
User Name: JBS



To: Chairman and Planning Commission
From: Emily Richey, Current Planning Manager
Date: August 22, 2023

Subject: (PC-2144) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“R-MH-2”) and a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Manufactured Home (“MH”), for the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma 73110.

Executive Summary: Mr. John Carroll (“Applicant”) requests to amend the Comprehensive Plan from Single Family Detached Residential (“SFD”) to Manufactured Home (“MH”) and to rezone the subject property from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“R-MH-2”).

The Applicant is proposing a 106 lot recreational vehicle resort for the property as well as a community swimming pool. The Municipal Code allows for no more than fifteen (15) travel trailers per gross acre in a travel trailer park; thus, 105 lots would be the maximum allowed. The park would have to meet all other applicable City Code regulations.

If the facility cannot meet City Code § 43-115, it still must comply with § 43-108 - § 43-109. There is no provision in City Code for moving sewerage outside the City Limits. The proposed development does *not* meet the criteria for on-site waste disposal (City Code § 43-115, found on page 6 of report). Therefore, the Owners are responsible extending the municipal sewer in accordance with ODEQ and City regulations or they must find a means of proper waste disposal.

Randolph Avenue, an asphalt street in poor condition, is only 16’-18’ wide and may not be wide enough to accommodate a typical recreational vehicle.

If rezone is approved, the applicant will then proceed with the preliminary and final plat processes, including all necessary public improvements. Building permits remain unavailable until approval of the final plat.

Following proper public notice, staff received one call from a surrounding property owner in opposition. The citizen voiced concern of the existing property maintenance as well as road conditions not suitable for the proposed use; also was concerned about the additional traffic and its effect on Randolph Avenue.

Applicant’s representative requested to table the item at July 5, 2023 Planning Commission to August 1, 2023 so sanitary sewer issues could be discussed with Public Works. The Applicant’s representative canceled the



meeting approximately 30 minutes prior to its scheduled start since they were unable to reach the Applicant. (due to family emergency).

The Applicant's representative requested no action be taken at the August 1, 2023 Planning Commission meeting; however, Planning Commission recommended to deny the item. Chairman Smith and his fellow commissioners did not want to give applicant false assurance that item will be approved if/when he decides to have it formally considered. The location and overall road conditions are of main concern.

Action is at the discretion of the Council.

Dates of Hearings: Planning Commission: July 5, 2023; August 1, 2023
City Council: July 25, 2023; August 22, 2023

Date of Pre-Development Meeting: March 9, 2023

Council Ward: Ward 5, Sara Bana

Owner: Keith and Charonna Kay Peoples

Proposed Use: Recreational Vehicle Resort

Size: The subject property has a frontage of 551 feet along Randolph Avenue, and a depth of 553 feet, and contains an area of 7 acres, more or less.

Development Proposed by Comprehensive Plan:

Subject Site: R-6
North: R-6, Commercial East: R-6
South: R-6 West: MH
North- Single-Family Detached Residential; Commercial

Zoning Districts:

Subject Site: R-6
North: R-6
South: Planned Unit Development ("PUD") Governed by Two-Family Attached Residential District ("R-2F")
East: R-6
West: PUD governed by Medium Density Residential District ("R-MD")

Land Use:

Subject Site: Vacant
North: Vacant East: Residential
South: Vacant West: Vacant

Comprehensive Plan Citation:

The future zoning land use for the subject lots are SFD, Single-Family Detached Land Use.

Single-Family Detached (SFD) Land Use

This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are

generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

The proposed use is not supported by the Comprehensive Plan, therefore a resolution to the Comprehensive Plan must be made.

Municipal Code Citation:

2.12. – R-MH-2, Manufactured Home Park District

2.12.1. *General Description.* This district permits locations for manufactured home parks which, while providing a residential environment, are not generally compatible with normal single-family and two-family residential developments.

These parks are under single ownership and provide leased or rented manufactured home spaces.

This district should provide for an orderly arrangement of home sites in manufactured home parks that have been located and designed in a manner that will promote and protect the health, safety, and general welfare of the residents.

2.12.2. *District Use Regulations.* Property and buildings in the R-MH-2, Manufactured Home Park District shall be used only for the purposes listed within Table 4.9-1: Use Chart (Page 75).

2.12.3. *Development Regulations.* Property and buildings shall conform to the related standards listed within Table 3.2-1: Residential Area Regulations and Standards Chart (Page 47) and Section 5 Supplemental Regulations (Page 81).

(A) Minimum manufactured home park size and standards. The minimum area of any park shall be five (5) acres. In addition to the regulations contained within this section, Chapter 23 (Reference Chapter 35 of 1972 Code) Manufactured Home Parks and Subdivisions should also be consulted for regulations pertaining to manufactured homes.

(B) Maximum intensity of development. Intensity of development shall be limited to no more than ten (10) manufactured homes per gross acre for a manufactured home park and no more than fifteen (15) travel trailers per gross acre for a travel trailer park.

(C) Manufactured home spaces. Each manufactured home and travel trailer space shall have a minimum of not less than four thousand (4,000) square feet exclusive of parkland, access drive right-of-way and any other area which is a part of a community facility.

(D) Screening and landscaping requirements. Manufactured home subdivisions shall be screened and landscaped in accordance with the provisions in 5.2 Screening and Landscaping (Page 81).

(E) Off-street parking, loading and access. All uses shall contain adequate space on private property to provide for parking, loading, and maneuvering of vehicles in accordance with regulations established in 5.3 Parking and Loading (Page 91) of which Table 5.3-2: Specific Parking Requirements (Page 98) is included.

(F) Site plan. A site plan shall be prepared in accordance with 7.5 Site Plan (Page 183) for any 4.2.3.

Townhouse (Single-Family Attached) (Page 50), 4.2.4. Multifamily Residential (Page 50), or 4.2.8. Group Residential (Page 51) type use.

History:

1. This property is unplatted.
2. This property has historically been zoned residentially.
3. Item was recommended to be tabled at July 5, 2023 Planning Commission to August 1, 2023 Planning Commission Meeting.
4. City Council voted to table the item to August meetings.
5. Planning Commission recommended denial of this item August 1, 2023.

Next Steps: If Council approves these requests, the Applicant may proceed with the preliminary plat process, which begins with a pre-development meeting with City staff. Should the preliminary plat be approved by Council, Applicant can begin assembling public improvement plans. The final plat may only be filed following successful completion and acceptance of public improvements or with appropriate guarantees. Building permits may be available once the final plat is accepted.

Staff Comments-

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

A six (6) inch Midwest City water distribution line parallels the west side of 2117 Randolph Avenue. An extension to the main may be required and potentially looped to eliminate dead ends and any new structure must also tap into the public water system (Municipal Code § 43-32).

Sanitary Sewerage Collection and Disposal

The nearest sanitary sewer interceptor is located approximately 350 feet east of the subject site. An extension of the system and tying into the public sewer system prior to any development (Municipal Code § 43-109).

Recreational vehicles have additional requirements per Municipal Code § 43-115.

Streets and Sidewalks

Randolph Avenue. Randolph Avenue, a local road according to the 2008 Comprehensive Plan, spans the east side of the property and provides access. Sidewalk and half street improvements are required prior to the issuance of a building permit. Surface drainage along the roadside is the only means of storm water collection. It is difficult for two light vehicles to pass on Randolph Avenue, and it would even more difficult for two RVs to do the same.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18, 2009. Public drainage and detention improvements may not be required as part of this application.

Easements and Right-of-Way

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

Engineering Photos



Northern Part of the Area of Request



Southern Part of the Area of Request



South along Randolph Ave



North along Randolph Ave

Fire Marshal's Comments:

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

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per City of Midwest City's Code of Ordinances § 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).

- Water meter(s) shall be installed in “green belt” per City of Midwest City’s Code § 43-54.

Sewer

- Sewer main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Recreational Vehicle facilities shall not allow disposal of waste excluding establishments that sell, perform maintenance or rejuvenate recreational vehicles per Midwest City Municipal Code.

Midwest City Municipal Code § 43-115. - Recreational vehicles (R.V.'s) disposal station.

(a) Only establishments that sell, perform maintenance or rejuvenate recreational vehicles shall be authorized to install or operate a disposal station within the city limits of Midwest City. Owner/operators of disposal stations shall allow both Midwest City residents who own R.V.'s and transit recreational vehicle owners to utilize their facility. This service may be provided at no charge to the customer, or if there is a charge the city shall receive fifty (50) percent of said charge for utilizing the city's sewer facilities. Disposal sites for the general public shall be made available only during normal business hours.

(b) Only recreational vehicles shall be authorized to utilize disposal stations and shall be limited to a maximum of one hundred (100) gallons waste per recreational vehicle. No septic tanks, grease traps or port-o-pots shall be authorized to utilize any disposal site within Midwest City.

(c) Owner/operators shall display signs stating the following information: Hours of operation; for recreational vehicle use only; no commercial dumping; and users shall clean site after each use.

(d) Disposal sites shall be installed and maintained in accordance with the BOCA plumbing code. The pad shall be constructed in such a manner that drainage from roofs or water runoffs shall not enter the disposal opening. Such opening shall be watertight when not in use and be fitted with a foot operated flush valve. Potable water shall be made available through a frost free plug for cleaning of the disposal station after use.

(e) Disposal station shall be subject to inspection by Midwest City's plumbing inspector and/or industrial waste monitor.

- All unused sewer service(s) shall be made water tight to eliminate Inflow and Infiltration (“I&I”).

Midwest City Municipal Code § 43-272 prohibits storm water, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water and unpolluted wastewater, unless specifically authorized by the Environmental Services Director.

Sanitation

- The property is required to meet and maintain Midwest City Ordinance No. 3427 (attached, pages 13-14) regarding trash dumpster(s) and enclosure before Certificate of Occupancy can be approved.

Stormwater

- No additional comments with this case.

Planning Division:

Staff notes from the March 9, 2023 Pre-Development meeting:

Per Municipal Code, a recreational vehicle is defined as “vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.”

If this application is approved, the applicant will then go through the preliminary plat and final plat processes.

Building permits cannot be pulled until approval of final plat.

Please note, applicant will have to prove adequate off-site waste disposal outside of Midwest City limits.

Action is at the discretion of the Council.

Action Required:

Approve or reject a resolution amending Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Manufactured Home (“MH”) for 2117 Randolph AV; and to approve or reject an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“MH-2”) for the 2117 Randolph AV, subject to staff comments as found in the August 22, 2023 agenda packet and made part of PC-2144 file.

Planning Commission Recommendation:

“To deny a resolution amending Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Manufactured Home (“MH”) for 2117 Randolph AV; and to deny an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“MH-2”) for the 2117 Randolph AV, subject to staff comments as found in the August 22, 2023 agenda packet and made part of PC-2144 file.

Please feel free to contact my office at (405) 739-1223 with any questions.

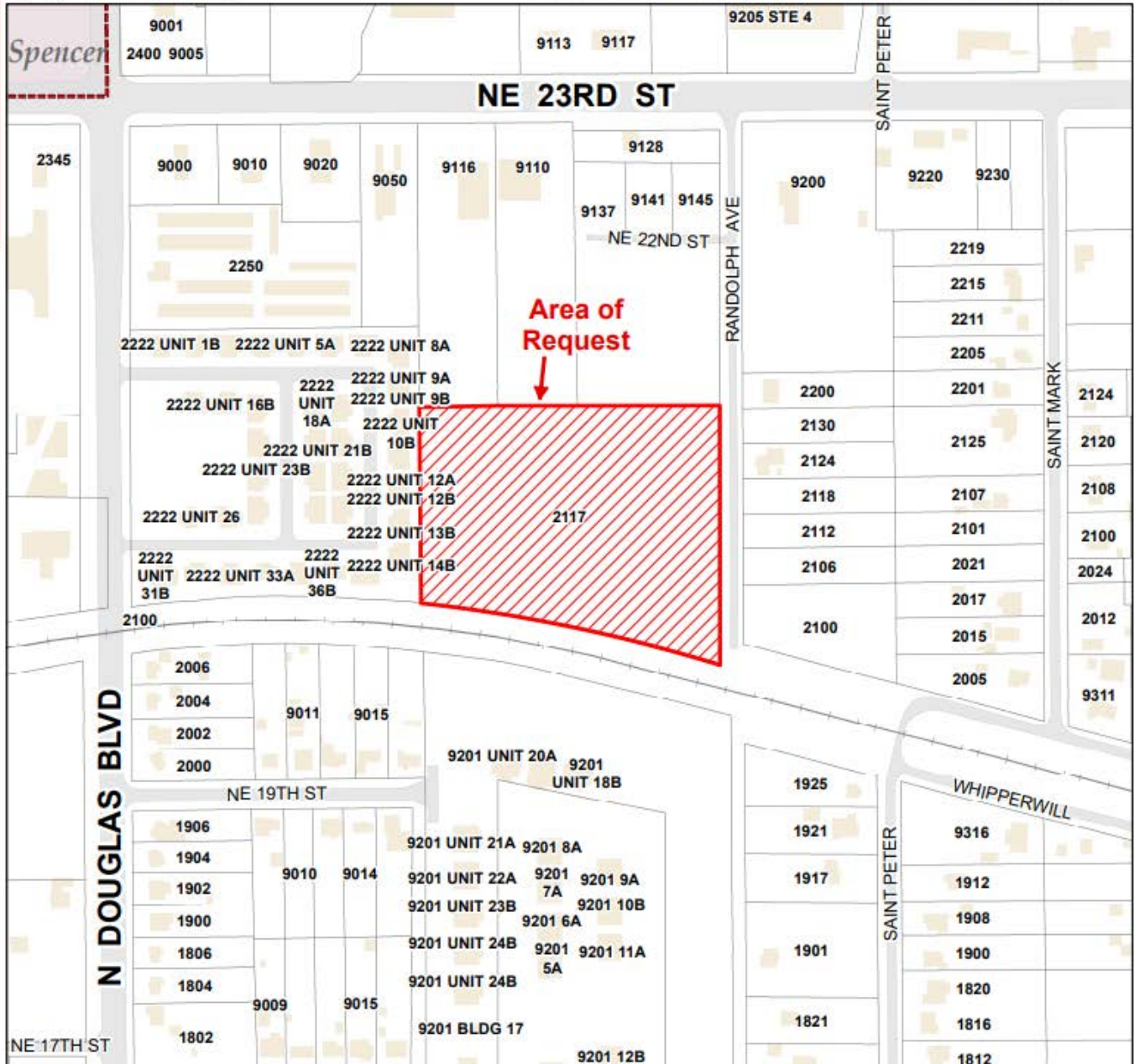


Emily Richey

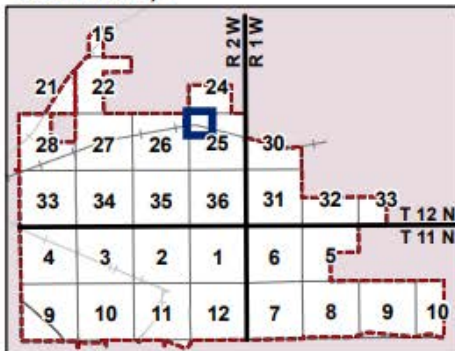
Current Planning Manager



Community Development / Information Technology - GIS



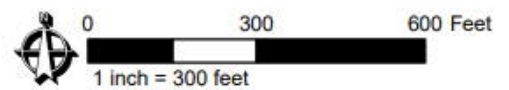
Locator Map



General Map Legend

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

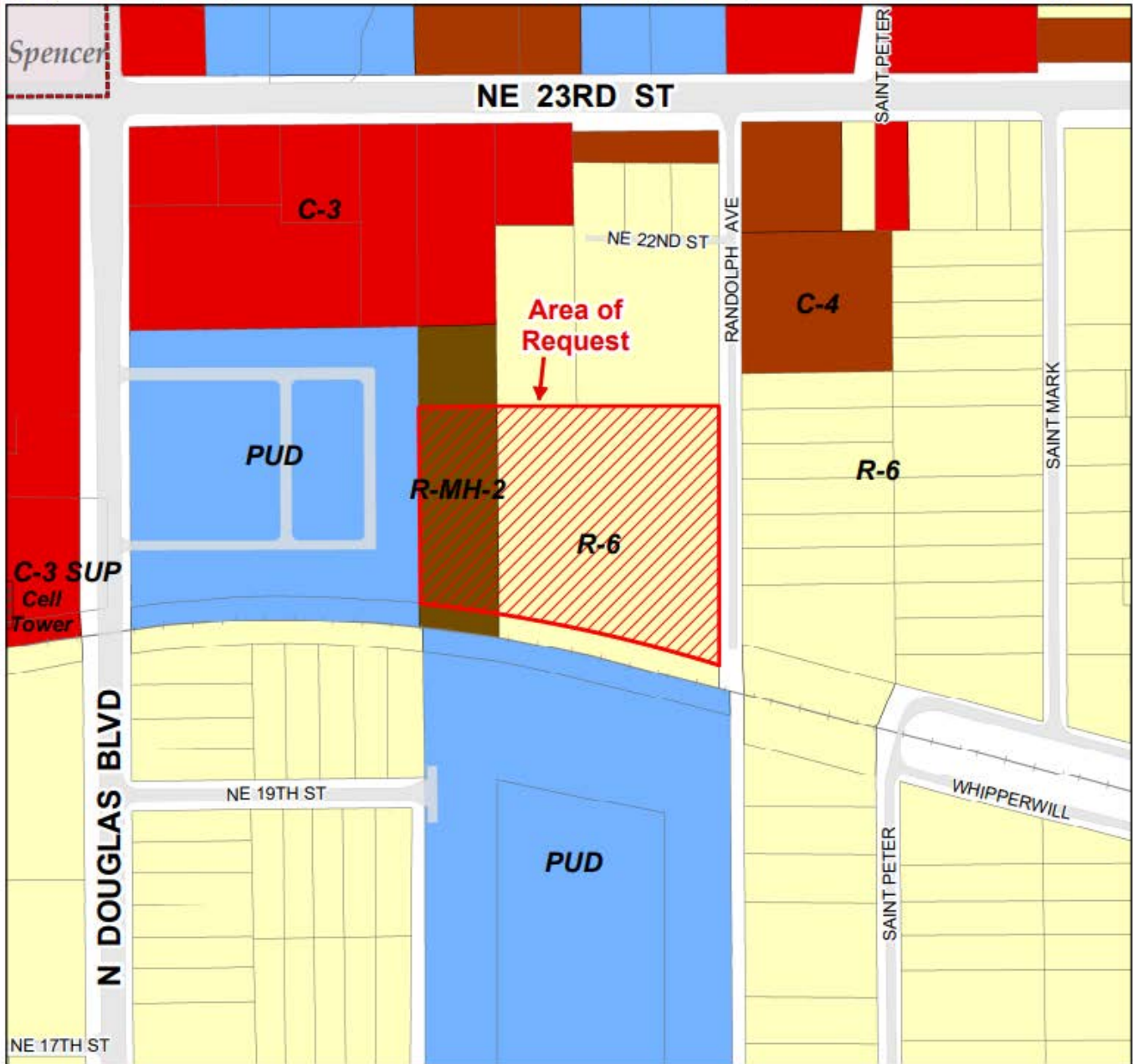
**GENERAL MAP FOR
PC-2144
(NW/4, Sec 25, T12N, R2W)**



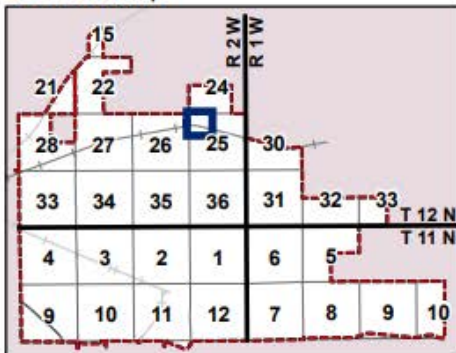
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Community Development / Information Technology - GIS



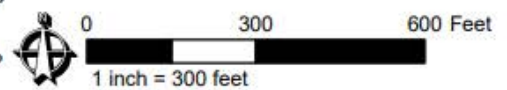
Locator Map



Current Zoning Legend

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

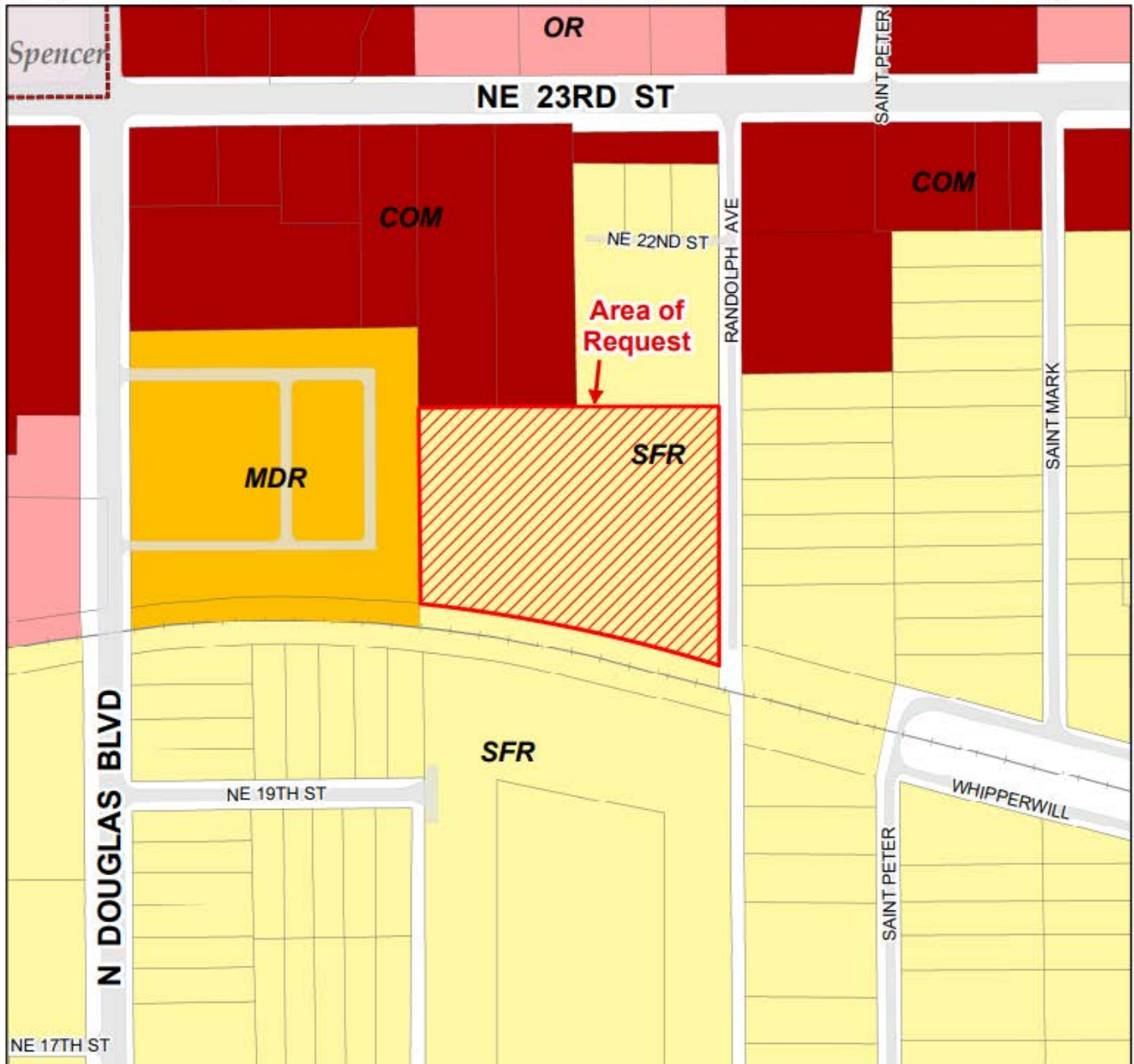
ZONING MAP FOR PC-2144 (NW/4, Sec 25, T12N, R2W)



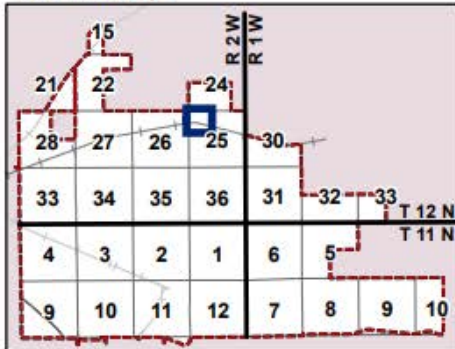
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Community Development / Information Technology - GIS



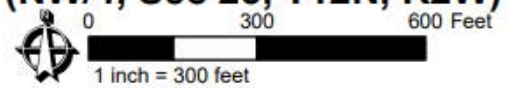
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

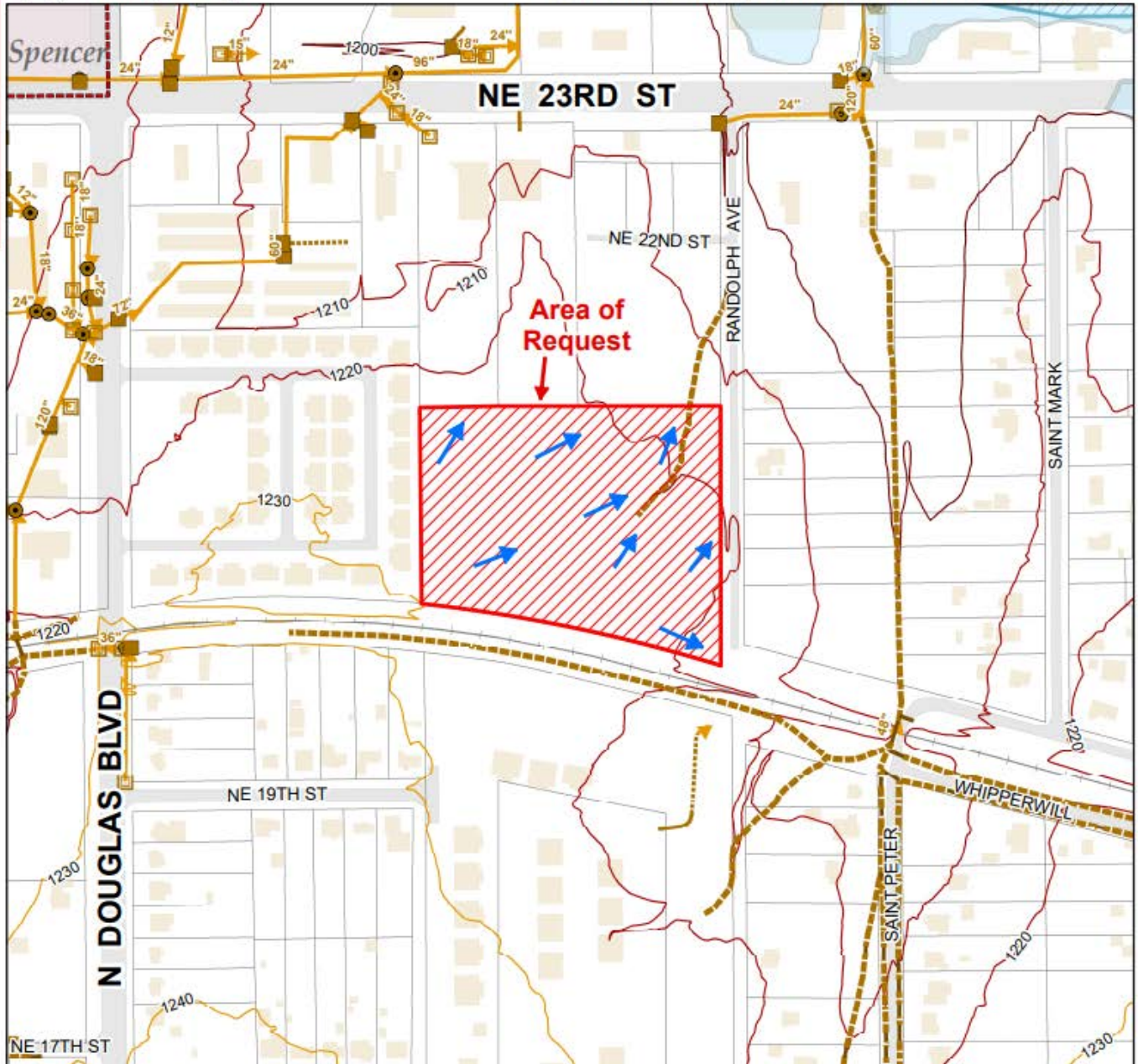
FUTURE LAND USE MAP FOR PC-2144 (NW/4, Sec 25, T12N, R2W)



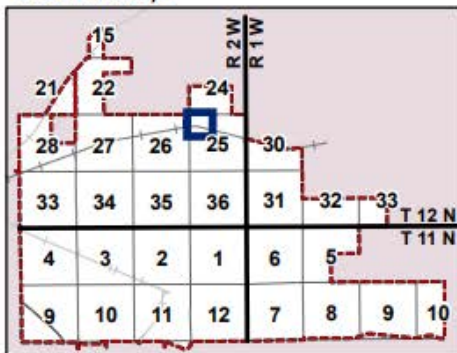
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Community Development / Information Technology - GIS



Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

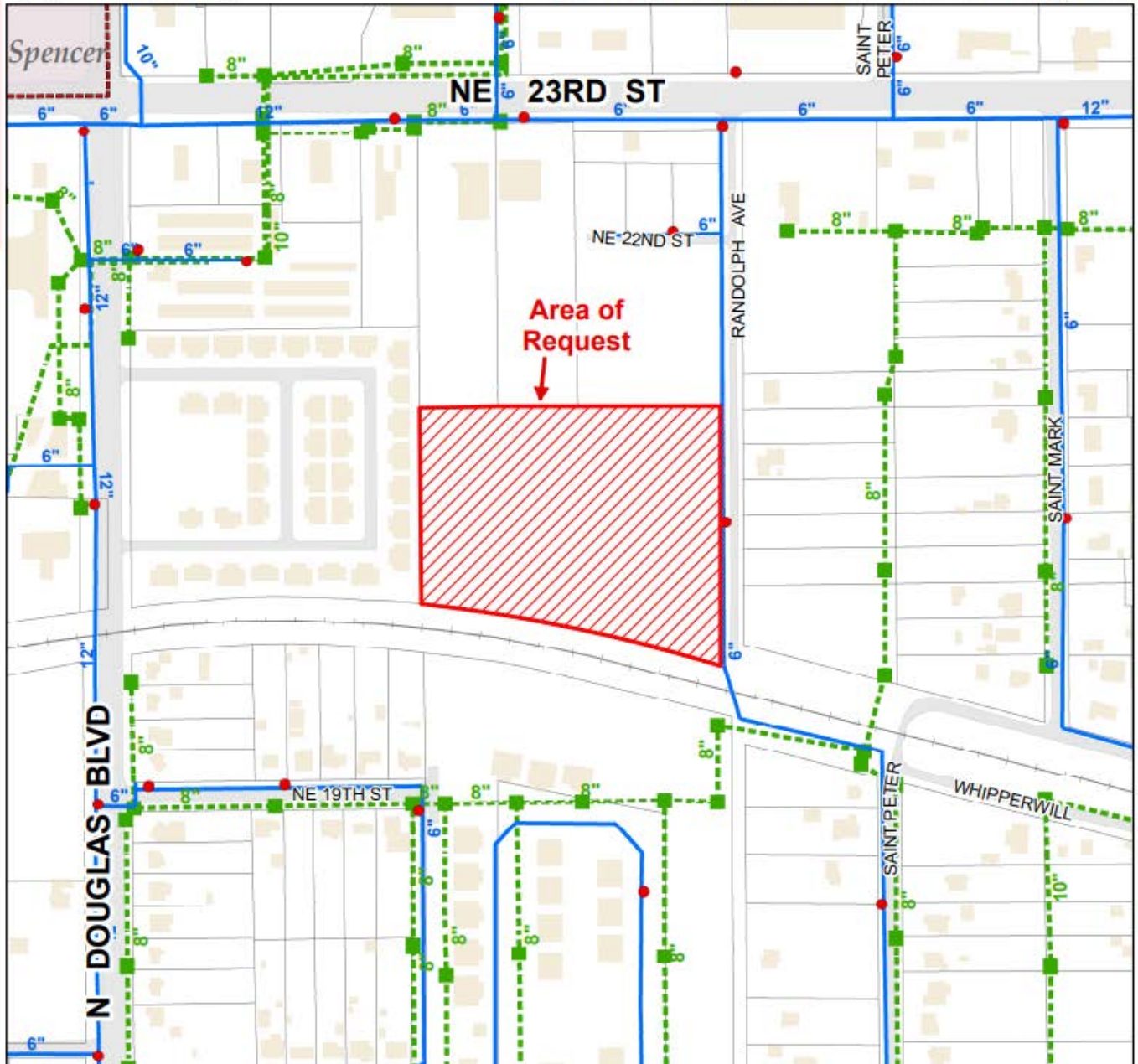
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

**DRAINAGE
LOCATION MAP FOR
PC-2144
(NW/4, Sec 25, T12N, R2W)**

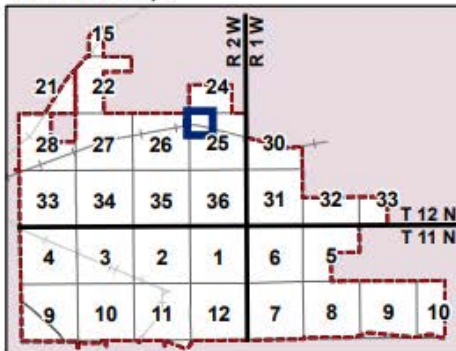
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Community Development / Information Technology - GIS



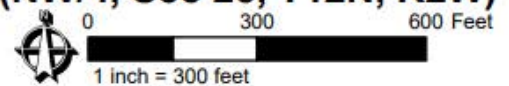
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2144
(NW/4, Sec 25, T12N, R2W)**



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ORDINANCE NO. 3427

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE
MIDWEST CITY CODE, SECTION 5, SUPPLEMENTAL REGULATIONS, BY
AMENDING SUBSECTION 5.7.2., TRASH DUMPSTER(S) AND ENCLOSURE; AND
PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, Section 5, Supplemental Regulations, by amending Subsection 5.7.2., Trash Dumpster(s) Enclosure, to read as follows:

5.7.2. Trash Dumpster(s) and Enclosure

(A) *Dumpster Requirements*

- (1) All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City's Environmental Services Director in compliance with code.
- (2) All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall masonry walls.
- (3) Such enclosures shall have inside dimensions of no less than twelve (12) feet in width and fourteen (14) feet in length.
- (4) Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) -foot wide clear space when open.
- (5) A locking device shall be installed on the gates.
- (6) Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) *Dumpster Site Location.*

- (1) At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
 - a. Such location shall not occupy any designated parking space, dedicated right-of-way, easement and/or create any traffic sight hazard.
- (2) An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without the backing onto a public street.

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

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

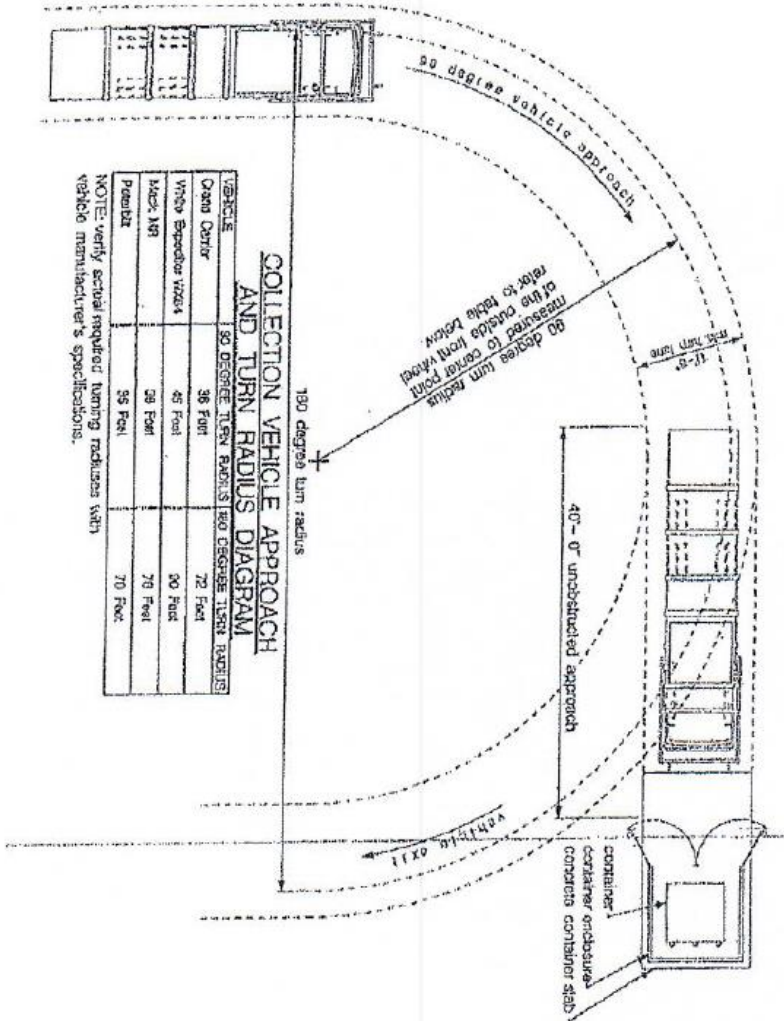
PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the 29 day of October, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA


MATTHEW D. DUKES II, Mayor

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Front-Load Vehicle Access: Diagram



Turn Radius

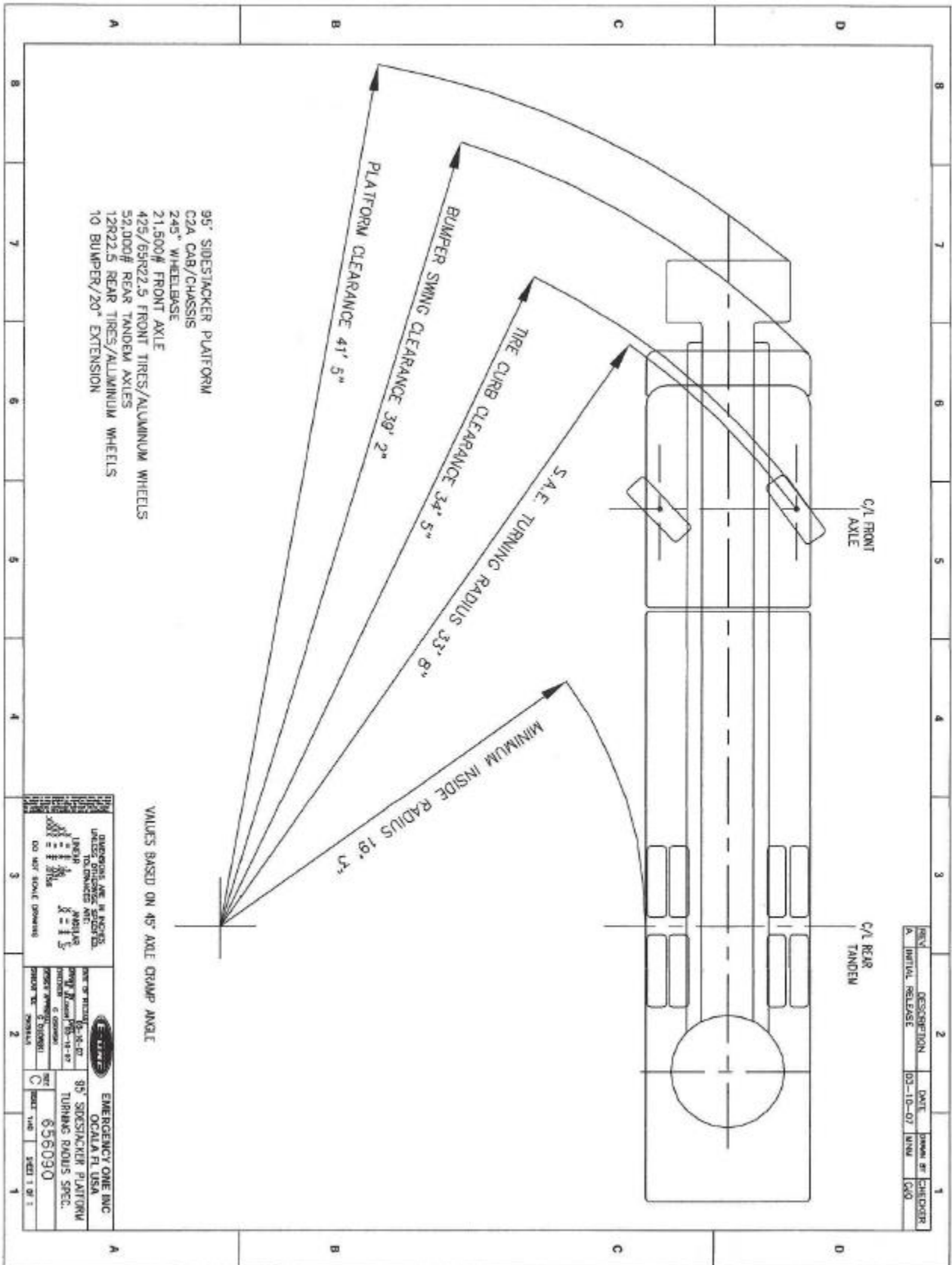
Page 1 of 1



142324

SAE Turning Radius Calculations for Quote No. 78405				
Wheelbase:	245"	Front Bumper Size:	10"	
Body Width:	100"	Front Bumper Extension:	20"	
Front Axle Kingpin Center:	70.66"	Front Wheel Type:	ALUMINUM	
Front Axle Track:	84.36"	Rear Wheel Type:	ALUMINUM	
Front Axle Tire Width:	16.2"	Tire Brand:	MICHELIN	
Dimension Over Rear Tires:	98.59"			
Body Front Overhang:	92"			
Inside Cramp Angle	S. A. E. Turning Radius	Tire Curb Clearance	Bumper Swing Clearance	Minimum Inside Radius
35	41.1'	41.8'	45.9'	28'
36	40.2'	40.9'	45'	26.9'
37	39.4'	40'	44.3'	25.9'
38	38.5'	39.2'	43.5'	25'
39	37.8'	38.5'	42.8'	24.1'
40	37'	37.7'	42.2'	23.2'
41	36.3'	37'	41.5'	22.3'
42	35.7'	36.4'	40.9'	21.5'
43	35'	35.7'	40.4'	20.7'
44	34.4'	35.1'	39.8'	20'
45	33.9'	34.5'	39.3'	19.3'
46	33.3'	34'	38.8'	18.6'
47	32.8'	33.5'	38.4'	17.9'
48	32.3'	33'	37.9'	17.2'
49	31.8'	32.5'	37.5'	16.6'
50	31.3'	32'	37.1'	16'
Nominal Cramp Angles:				
Meritor FL941 & FL943 axles: up to and including 425/65R22.5 tires			45 degrees	
Meritor FL941 & FL943 axles: 445/65R22.5 tires			38 degrees	
Dana I220W axle: up to and including 445/65R22.5 tires			42 degrees	
Reycro IFS: up to and including 385/65R22.5 tires			48 degrees	
Reycro IFS: 425/65R22.5 tires			45 degrees	
Reycro IFS: 445/65R22.5 tires without front intake			42 degrees	
Meritor Front Drive Axle: up to and including 425/65R22.5 tires			37 degrees	
Marmon Herrington Front Drive Axle: up to and including 425/65R22.5 tires			42 degrees	
This Turning Radius report reflects how the quote was configured. Any succeeding changes may slightly alter the turning radius of the vehicle and the data in this report.				

GENERATED BY MODEL



20213
2144



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

REZONING APPLICATION

Property Information

Location/Address of Property: 2117 Randolph Ave
Legal Description:

Applicant Information

Name: John carroll	Company: John carroll LLC	
Mailing Address: 9008 horsemanship		
City: Fort worth	State: TX	Zip: 76123
Phone:	Fax:	Email:

Owner Information

Name: Keith Peoples & Chavonna Kay Peoples	Company:	
Mailing Address: PO Box 373 Danville, IL 61834	IL	
City: PO Box 373 Danville, IL 61834	State:	Zip: 61834
Phone:	Fax:	Email:

It is requested that the above noted property be rezoned

From: _____

2117 Randolph Avenue, Midwest City, OK 73141

To: _____

And it is further requested that the Comprehensive Plan be amended

From: _____

To: _____

The subject property has a frontage of _____ ft and a depth of _____ ft., and contains an area of _____ sq. ft.

Approximate Frontage 551 FT
Depth Approx (Not a Square Lot) 553 FT
(Please see attached screenshot from Google Earth.)

Applicant: _____

SF of property 304,920 (From Oklahoma County Records)

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Community Development Department (405) 739-1220 • FAX (405) 739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer

Revision date 04/22/14



DID YOU KNOW? You can follow us on **facebook** <https://www.facebook.com/okcountyassessor> [Click here](#)

Larry Stein Oklahoma County Assessor (405) 713-1200 - Public Access System

Home	Contact Us	Guest Book	Map Search	New Search
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Real Property Display - Screen Produced 5/31/2023 5:27:37 PM

Account: R156201400	Type: Residential		Location:	0 UNKNOWN
Building Name/Occupant:			<input type="button" value="Map Parcel"/>	MIDWEST CITY
Owner Name 1:	PEOPLES KEITH DEONTA		1/4 section #:	2500
Owner Name 2:	PEOPLES CHAVONNA KAY		Parent Acct:	
Owner Name 3:			Tax District:	<input type="button" value="TXD 589"/>
Billing Address:	PO BOX 373		School System:	Oklahoma City #89
City, State, Zip	DANVILLE, IL 61834		Land Size:	7.00 Acres
Country: (If noted)	UNITED STATES			

<input type="button" value="Personal Property"/>	Land Value: 90,624	Treasurer:	<input type="button" value="Click to View Taxes"/>
--	--------------------	-------------------	--

Sect 25-T12N-R2W Qtr NW [UNPLTD PT SEC 25 12N 2W Block 000 Lot 000](#)

Full Legal Description: UNPLTD PT SEC 25 12N 2W 000 000 PT OF NW4 SEC 25 12N 2W BEG 1318.72FT E & 660FT S OF NW/C OF NW4 TH S TO RR R/W TH NWLY ALONG R/W 674.26FT N415.3FT E659.36FT TO BEG LESS E25FT

<input type="button" value="Photo & Sketch (if available)"/>	Comp Sales Address/Date/Price (ordered by relevancy)	<input type="button" value="Report Coming Soon"/>
--	--	---

		No comparable sales returned.
--	--	-------------------------------

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2023	90,624	43,164	4,747	0	4,747	110.02	\$522	\$574
2022	56,113	41,109	4,521	0	4,521	110.02	\$498	\$182
2021	56,113	39,152	4,306	0	4,306	109.95	\$474	\$205
2020	56,113	37,288	4,101	0	4,101	110.97	\$455	\$230
2019	56,113	35,513	3,906	0	3,906	108.84	\$425	\$247

-- -- > >| [1/5]

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R156201400	2006	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
1/28/2009	> Deeds	11001	221	0	PEOPLES RENAE	PEOPLES RONALD
1/28/2009	> Hmstd Off &	11001	226	0	PEOPLES RONALD	PEOPLES KEITH DEONTA
11/18/2004	> Deeds	9559	1322	15,000	ELOISE DOYLE TRS ELOISE DOYLE 1990 REV TRUST	PEOPLES RONALD & RENAE
5/19/1992	> Historical	6292	1482	0	ELOISE DOYLE 1990 REV TRUST	ELOISE DOYLE TRS
3/26/1991	> Historical	6151	768	0	RAY GEORGE H JR	ELOISE DOYLE 1990 REV TRUST

-- -- > >| [1/2]

Last Mailed Notice of Value (N.O.V) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2023	02/14/2023	90,624	43,164	4,747	0	4,747
2022	03/15/2022	56,113	41,109	4,521	0	4,521
2021	03/19/2021	56,113	39,152	4,306	0	4,306
2020	03/10/2020	56,113	37,288	4,101	0	4,101
2019	04/02/2019	56,113	35,513	3,906	0	3,906

-- -- > >| [1/3]

Property Building Permit History

Keith Peoples & Charonna Kay Peoples

PO Box 373
Danville, IL 61834

(217) 597- 1361
keith.peoples12@gmail.com

May 2, 2023

Midwest City Planning Zoning Department

100 N Midwest Boulevard
Oklahoma City, OK 73110

Re: John Carroll's Re-zoning Request for 2117 N Randolph Avenue

Dear Sir or Madame,

We, Keith Peoples and Chavonna Kay Peoples, as the owners of the subject property located at 2117 N Randolph Avenue/Tax ID 156201400 hereby consent to Mr. John Carroll submitting a development/re-zoning application for the subject property.

The subject property's legal description is UNPLTD PT SEC 25 12N 2W 000 000 PT OF NW4 SEC 25 12N 2W BEG 1318.72FT E & 660FT S OF NW/C OF NW4 TH S TO RR R/W TH NWLY ALONG R/W 674.26FT N415.3FT E659.36FT TO BEG LESS E25FT. The nature of the proposed request is to change the zoning of a portion of the property to match the western third's R-MH-2 zoning.

Sincerely,



Keith Peoples & Charonna Kay Peoples
Owners

STATE OF ILLINOIS
COUNTY OF VERMILION

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON
THE 4th of MAY, 2023 BY KEITH D PEOPLES.



Keith Peoples & Charonna Kay Peoples

PO Box 373
Danville, IL 61834

(217) 597- 1361
keith.peoples12@gmail.com

May 2, 2023

Midwest City Planning Zoning Department

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Oklahoma City, OK 73110

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Sincerely,



Keith Peoples & Charonna Kay Peoples
Owners

STATE OF ILLINOIS
COUNTY OF VERMILION

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON
THE 4TH OF MAY, 2023 BY KEITH D PEOPLES.



Conceptual Photos





1 **PC-2144**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE FROM R-6, SINGLE-FAMILY TO R-MH-2, MAN-**
5 **UFACTURED HOME PARK DISTRICT, AND DIRECTING AMENDMENT OF THE**
6 **OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF**
7 **THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND**
8 **SEVERABILITY**

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

10 **ORDINANCE**

11 SECTION 1. That the zoning district of the following described property is hereby reclassified
12 from R-6, Single-Family to R-MH-2, Manufactured Home Park District subject to the conditions
13 contained in the PC-2144 file, and that the official Zoning District Map shall be amended to re-
14 flect the reclassification of the property’s zoning district as specified in this ordinance:

15 For the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-
16 Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Okla-
17 homa County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma
18 73110.

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

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

24 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
25 on the _____ day of _____, 2023.

26 THE CITY OF MIDWEST CITY, OKLA-
27 HOMA

28 _____
29 MATTHEW D. DUKES II, Mayor

30 ATTEST:

31 _____
32 SARA HANCOCK, City Clerk

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

34 _____
35 DONALD MAISCH, City Attorney

1 **PC-2144**

2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM SFD, SINGLE-FAMILY DETACHED TO MH, MANUFACTURED HOME**
5 **FOR THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE CITY OF**
6 **MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
8 lowing described property identified, for future planning purposes, as SFD, Single-Family De-
9 tached:

10 For the property described as a part of the Northwest Quarter (NW ¼) of Section
11 Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian
12 Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Mid-
13 west City, Oklahoma 73110.

14 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
15 above referenced property from SFD, Single-Family Detached Residential to MH, Manufactured
16 Home.

17 **WHEREAS**, with the applicant's request the change in future planning classification complies
18 with the City's Comprehensive Plan.

19 **WHEREAS**, the applicant has met both state and local notification requirements.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,**
21 **OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

22 That the classification of above described property located in Midwest City, Oklahoma is hereby
23 changed from SFD, Single-Family Detached Residential to MH, Manufactured Home on the
24 Comprehensive Plan Map.

25 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
26 homa, on the _____ day of _____, 2023.

27 **THE CITY OF MIDWEST CITY, OKLAHOMA**

28 _____
29 **MATTHEW D. DUKES II, Mayor**

30 **ATTEST:**

31 _____
32 **SARA HANCOCK, City Clerk**

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

34 _____
35 **DONALD MAISCH, City Attorney**

36

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: August 22, 2023

Subject: (PC-2151) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Office/Retail (“OR”) to Medium Density Residential Land Use (“RMD”); and an ordinance to redistrict from Restricted Commercial District (“C-1”) to Medium Density Residential (“RMD”), for the property described as a part of the Southeast Quarter (SE ¼) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as Kanaly 2nd Douglas BL Addition; Block 2; Lots 5, 6, 7, and 8.

Executive Summary: Mr. Anders Goodman (“Applicant”) on behalf of the owner, James Graves, has requested an amendment the Comprehensive Plan from Restricted Commercial District to Medium Density Residential to Medium Density Residential Land Use for the subject property and rezone the subject property.

Applicant proposes the building of two (2) to four (4) quadplexes with four separate dwelling units in each building ranging from 1100 to 1400 square feet each, with 2-3 bedrooms, and 1-2 bathrooms each. Access is planned from a “U” shaped drive that would have ingress/egress from N Douglas Boulevard.

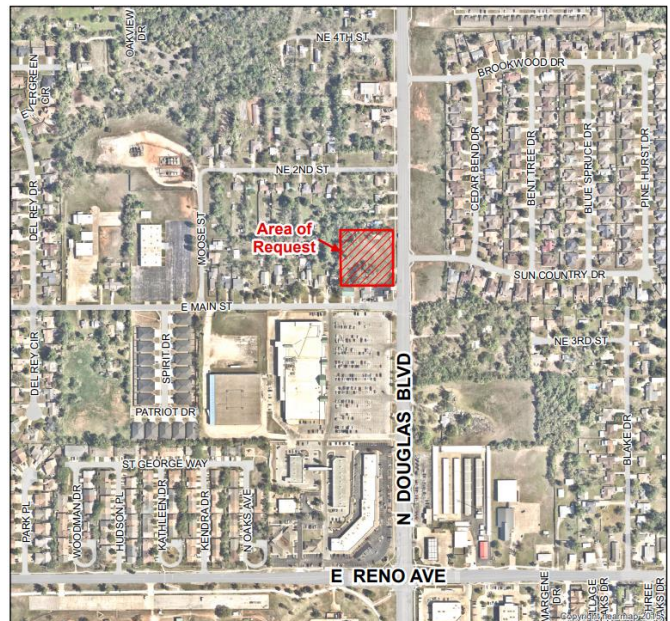
Zoning approval will allow the Applicant to proceed with the preliminary and final plat processes, including all necessary public improvements. Building permits are unavailable until the final plat is accepted and approved.

If rezone is approved, the development regulations for R-MD, Medium Density Residential District shall be observed as well as exterior construction requirements and landscaping requirements. Staff also recommends a pre-construction meeting with the owner and contractors.

Public notice requirements were fulfilled but no comments have been received from anyone for or against the proposal at the time of this report.

The applicant was present at Planning Commission and addressed the commission. Two citizens addressed the Commission. One voiced concern of which way the units would be facing because he thinks it would restrict his privacy and that they could see into his yard and/or window. Ms. Richey stated that the current zoning would allow someone to pull a permit for the appropriate commercial use without having to go through Planning Commission or Council that could have the same potential concerns but at a higher intensity level.

City of Midwest City Operation’s Director Ryan Rushing described the need for backyard access for all units.



Despite a neighbor's objection to the development over privacy concerns, the Planning Commission recommended approval of this application. Action is at the discretion of Council.

Dates of Hearings:

Planning Commission- August 1, 2023

City Council- August 22, 2023

Dates of Pre-Development Meetings:

February 7, 2023

April 17, 2023

Council Ward: Ward 3, Rick Dawkins

Proposed Use: Quadplexes

Size: The subject property has a frontage of 264 feet along Douglas Avenue, and a depth of 250 feet, and contains an area of 66,000 square feet, more or less.

Development Proposed by Comprehensive Plan:

Subject Site: OR

North: OR East: OR

South: OR West: SFD, Single-Family Detached Land Use

Zoning Districts:

Subject Site: C-1

North: C-1 East: C-1

South: C-1 West: R-6, Single-Family Detached Residential District

Land Use:

Subject Site: Undeveloped

North: Single-Family Residential East: Undeveloped

South: Office West: Single-Family Residential

Comprehensive Plan Citation:

The future zoning land use for the subject lots are OR, Office/Retail Land Use. The proposed use is not supported by the Comprehensive Plan, therefore a resolution amending the Comprehensive Plan must be made.

Medium Density Residential Land Use

This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for "empty nesters" who may not want the maintenance of a large-lot single-family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

Municipal Code Citation:

2.9. – R-MD, Medium Density Residential District

2.9.1. *General Description.* This is a residential district to provide for medium density housing ranging from ten (10) to twenty (20) dwelling units per gross acre. The principal use of land is for townhouses and low-rise multifamily dwellings.

Related recreational, religious, and educational uses normally located to service residential areas are also permitted to provide the basic elements of convenient, balanced, and attractive living areas.

History:

1. This property is part of the Kanaly's Second Douglas Boulevard Addition Plat, approved in an unincorporated area in 1951.
2. The property was believed to have been annexed sometime in the late 1950s.
3. Planning Commission recommended approval of this item August 1, 2023.

Next Steps:

If Council approves this rezone, the applicant will then proceed with an amending plat to adjust the lot line between 309 N. Douglas and the abutting unaddressed parcel to the south (Lot 8). The necessary utility extension(s) can then be made and the appropriate building permits can be applied for.

Staff Comments-

There are numerous construction 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 activities such as extending public sewer and water and making street improvements, for examples. This is a rezoning application and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.



Google Earth Image of 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 proposed parcel, a six (6) inch line running along the east side of Douglas Boulevard. Extending the public water main to the site will require looping the line to another existing main located north or south, off of the subject property, either along Main St or to the north behind homes approximately 329 N Douglas. Additional utility easement may be needed to make this connection. 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 are public sewer mains located approximately 650 feet west of the property and another 315 feet to the north on NE 2nd Street. Extending the main will require crossing numerous backyards to provide service to the site. Additional utility easement may be needed to make this connection. 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 Douglas Boulevard. Douglas Boulevard parallels the east side of the property and is classified as a Primary Arterial (Divided) in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application but sidewalks will be required as part of a building permit.

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 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application. Detention will be required as part of a building permit.

Easements and Right-of-Way

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

Fire Marshal's Comments:

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Fire separation between floors, ceilings, and adjoining spaces must be maintained OR constructed in accordance with IBC Section 508.4.
- Fire suppression- 13R systems will be required for each separate building.
- Occupant notification- (fire alarm) required in conjunction with the 13R fire suppression system.
- Fire hydrants are required to be spaced no more than 400' as the hose lays.

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Connection to the existing 4" main to the North will not be permitted; all water access shall be connected to a minimum of 6" looped system.
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

Sewer

- Sewer main extension plans shall be approved by Oklahoma Department of Environmental Quality (ODEQ) and the City of Midwest City prior to Line Maintenance approval of building permit(s).

Sanitation

- No comments.

Stormwater

- No comments.

Planning Division:

Staff met with the applicant February 7, 2023 and again on April 17, 2023 for a pre-development meeting.

The subject lots are currently vacant.

If rezone is approved, the development regulations for R-MD, Medium Density Residential District shall be observed as found in Midwest City Municipal Code Section 3.2.- Area Regulations and Standards for Residential Districts.

Exterior construction requirements and standards as outlined in Midwest City Municipal Code Section 5.12.1.

- Shall consist of eighty-five (85) percent masonry materials.
- Prohibited: Concrete masonry units, concrete panel construction, vinyl siding, wood engineered or manufactured wood, medium density fiberboard, particle board or Masonite shall be prohibited in the construction of residential units.
- Approved materials for residential construction include: brick, rock, stone, stucco, and cementitious fiberboard.

The conceptual plan shows there to be more than six (6) parking spaces, therefore, a base landscaping of six (6) trees and twelve (12) shrubs is required. Two (2) trees and two (2) shrubs are required for every ten (10) parking spaces installed. This requirement must be fulfilled prior to issuance of a Certificate of Occupancy. If rezone is approved, staff recommends a pre-construction meeting with the owner and contractors.

Staff recommends approval of this request.

Action Required:

Approve or reject to amend the Comprehensive Plan from Office/Retail (“OR”) to Medium Density Residential Land Use (“RMD”); and to approve or reject the ordinance to redistrict from Restricted Commercial District (“C-1”) to Medium Density Residential (“R-MD”) for the property noted herein, subject to staff comments as found in the August 22, 2023 agenda packet and made part of PC-2151 file.

Suggested Motions:

“To approve the resolution amending the Comprehensive Plan to Medium Density Residential Land Use subject to Staff Comments found in the August 22, 2023 Council agenda packet and made a part of the PC-2151 file.”

“To approve the ordinance redistricting Block 2; Lots 5, 6, 7, and 8 of Kanaly 2nd Douglas Boulevard Addition to the Medium Density Residential zoning district subject to Staff Comments found in the August 22, 2023 Council agenda packet and made a part of the PC-2151 file.”

Please feel free to contact my office at (405) 739-1223 with any questions.



Emily Richey

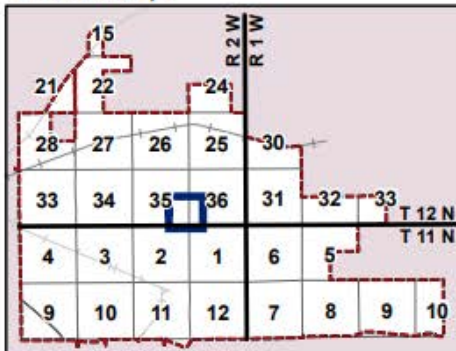
Current Planning Manager





Community Development / Information Technology - GIS



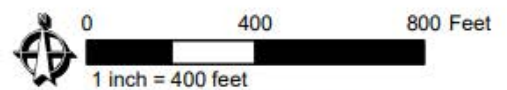
Locator Map



General Map Legend

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

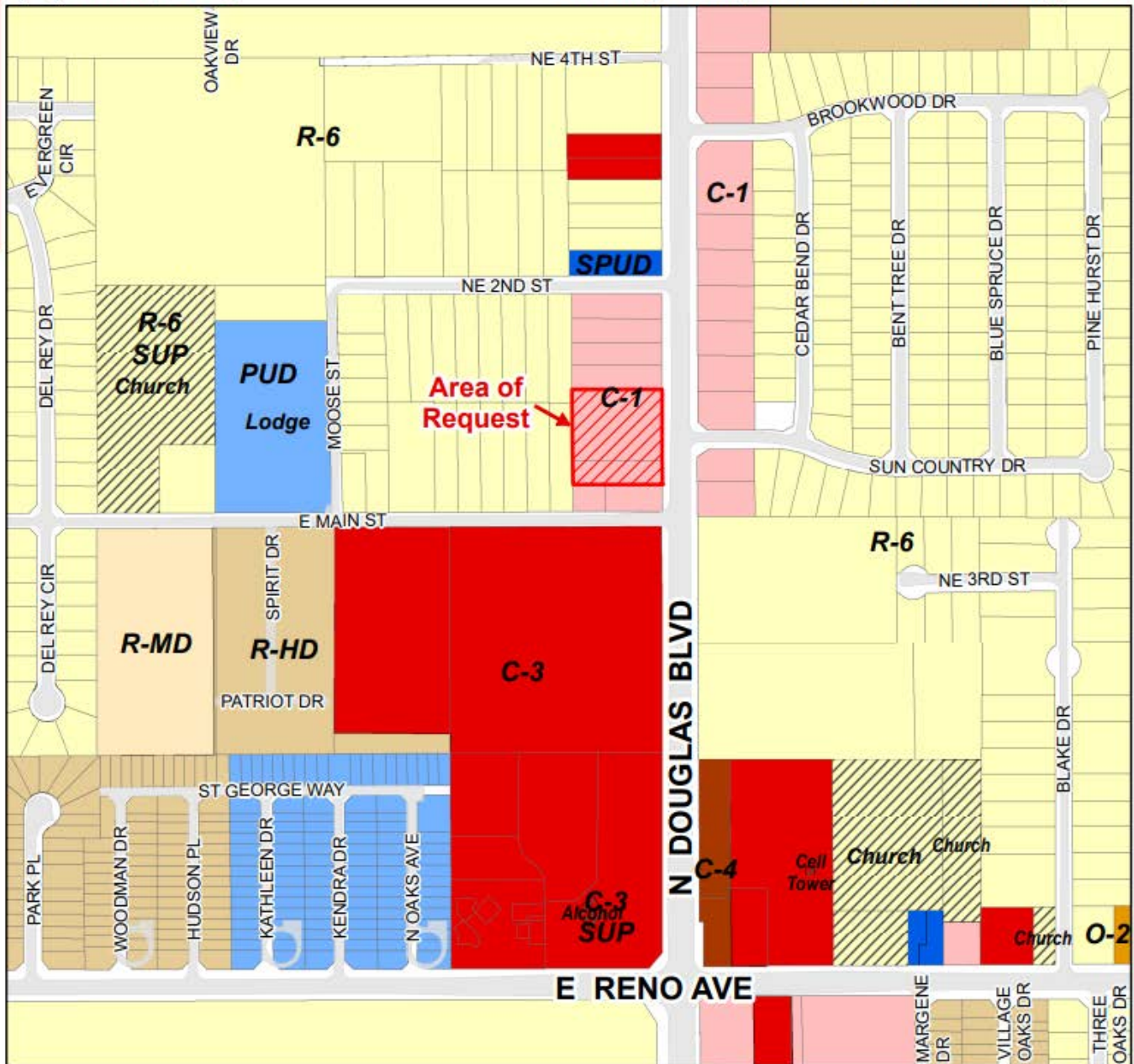
**GENERAL MAP FOR
PC-2151
(SE/4, Sec 35, T12N, R2W)**



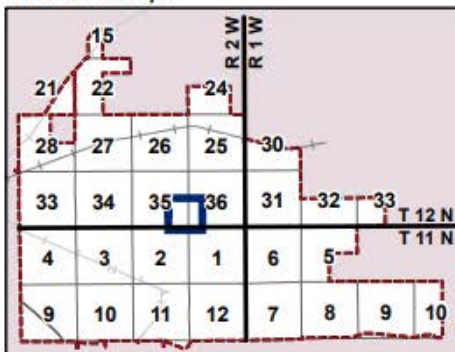
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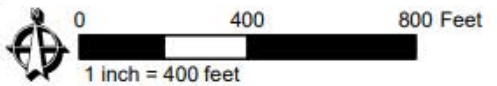
Locator Map



Current Zoning Legend

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

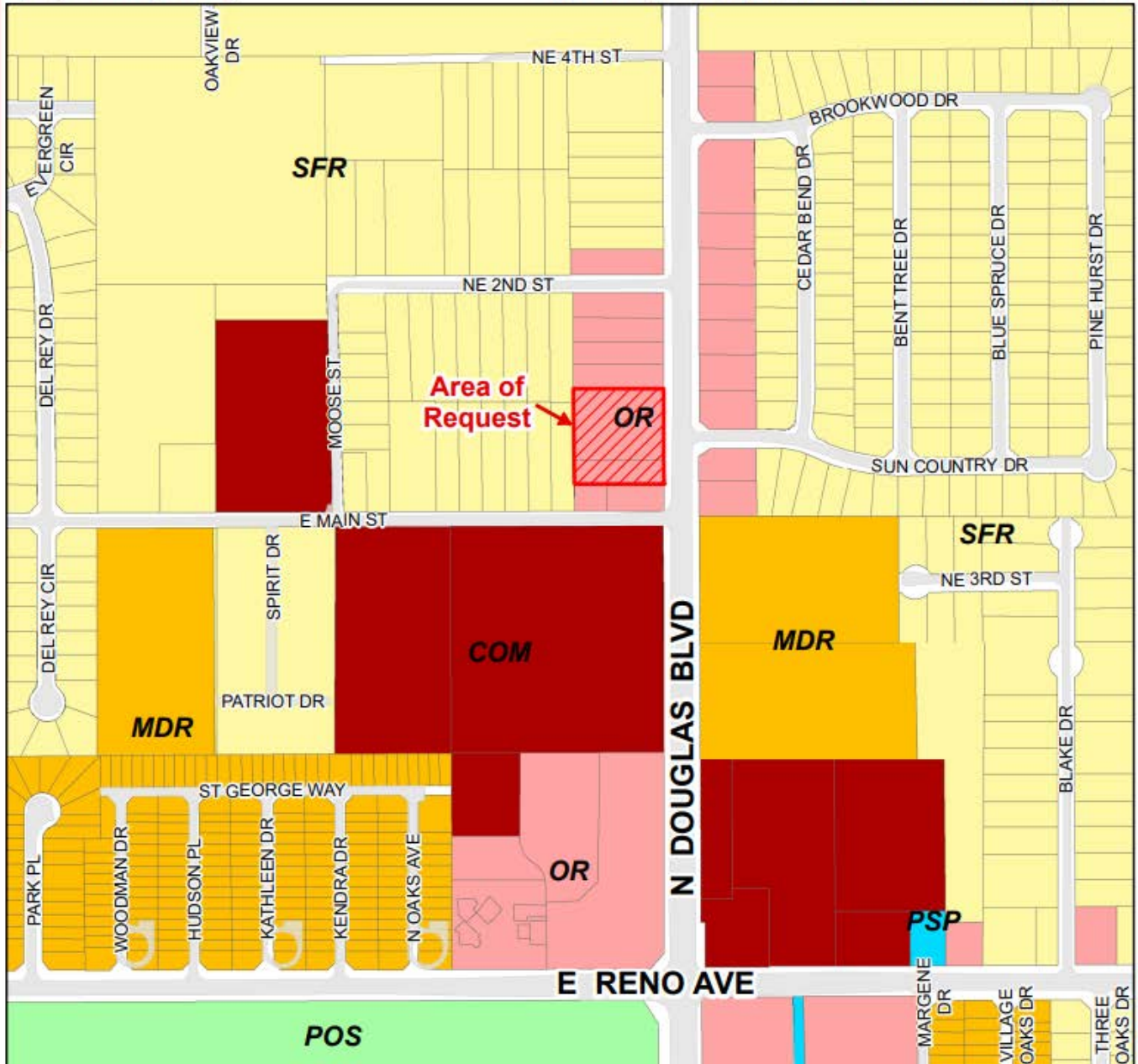
ZONING MAP FOR PC-2151 (SE/4, Sec 35, T12N, R2W)



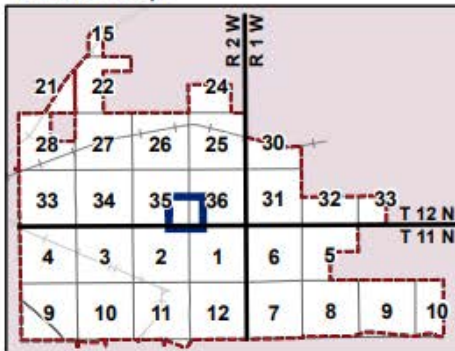
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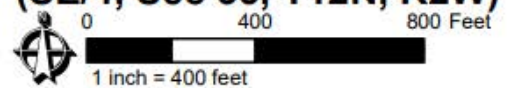
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

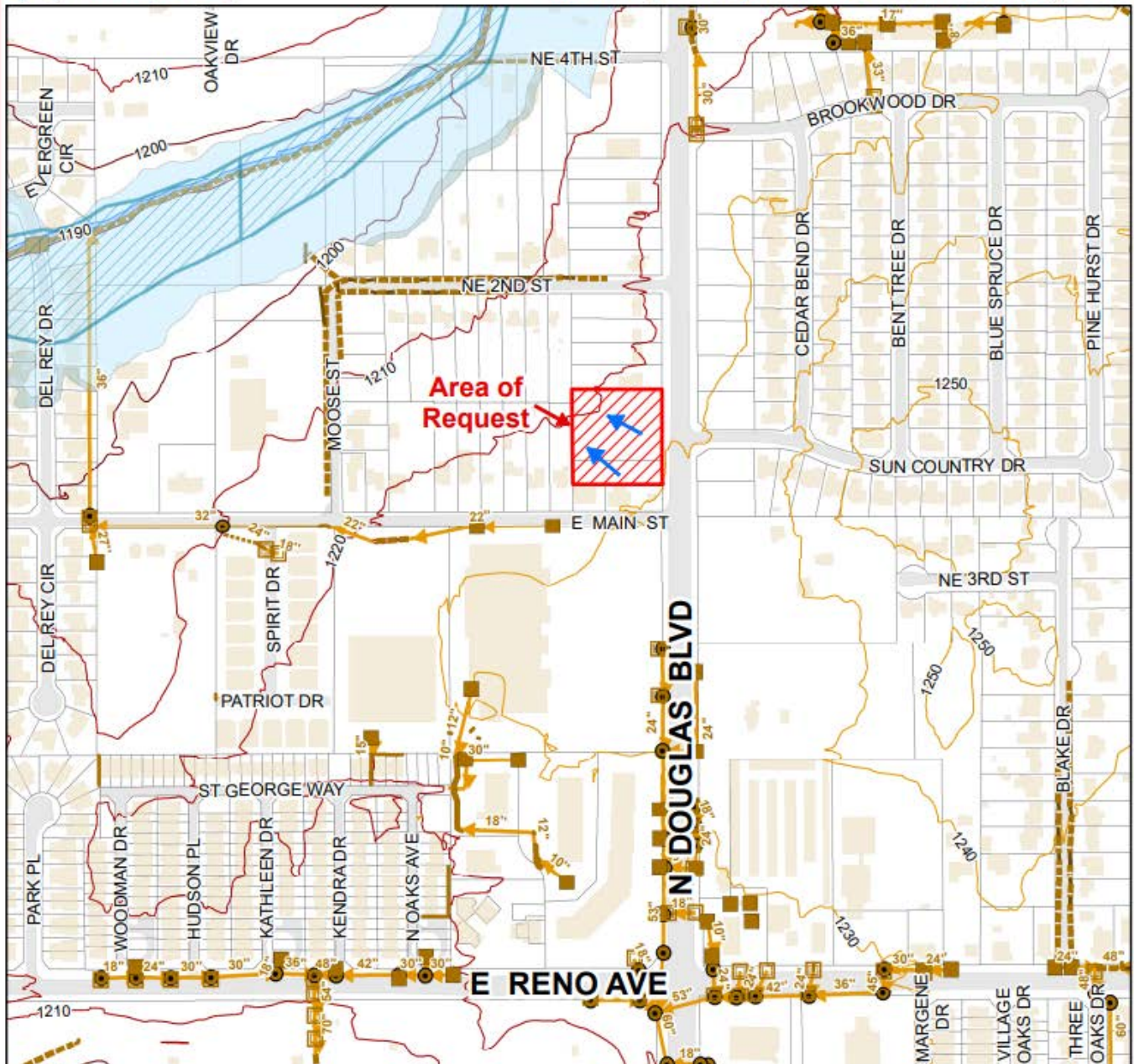
**FUTURE LAND USE
MAP FOR
PC-2151
(SE/4, Sec 35, T12N, R2W)**



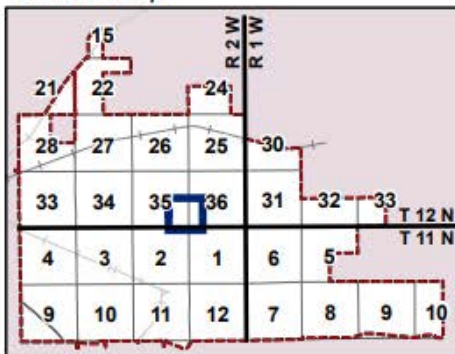
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Community Development / Information Technology - GIS



Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway

DRAINAGE LOCATION MAP FOR PC-2151 (SE/4, Sec 35, T12N, R2W)

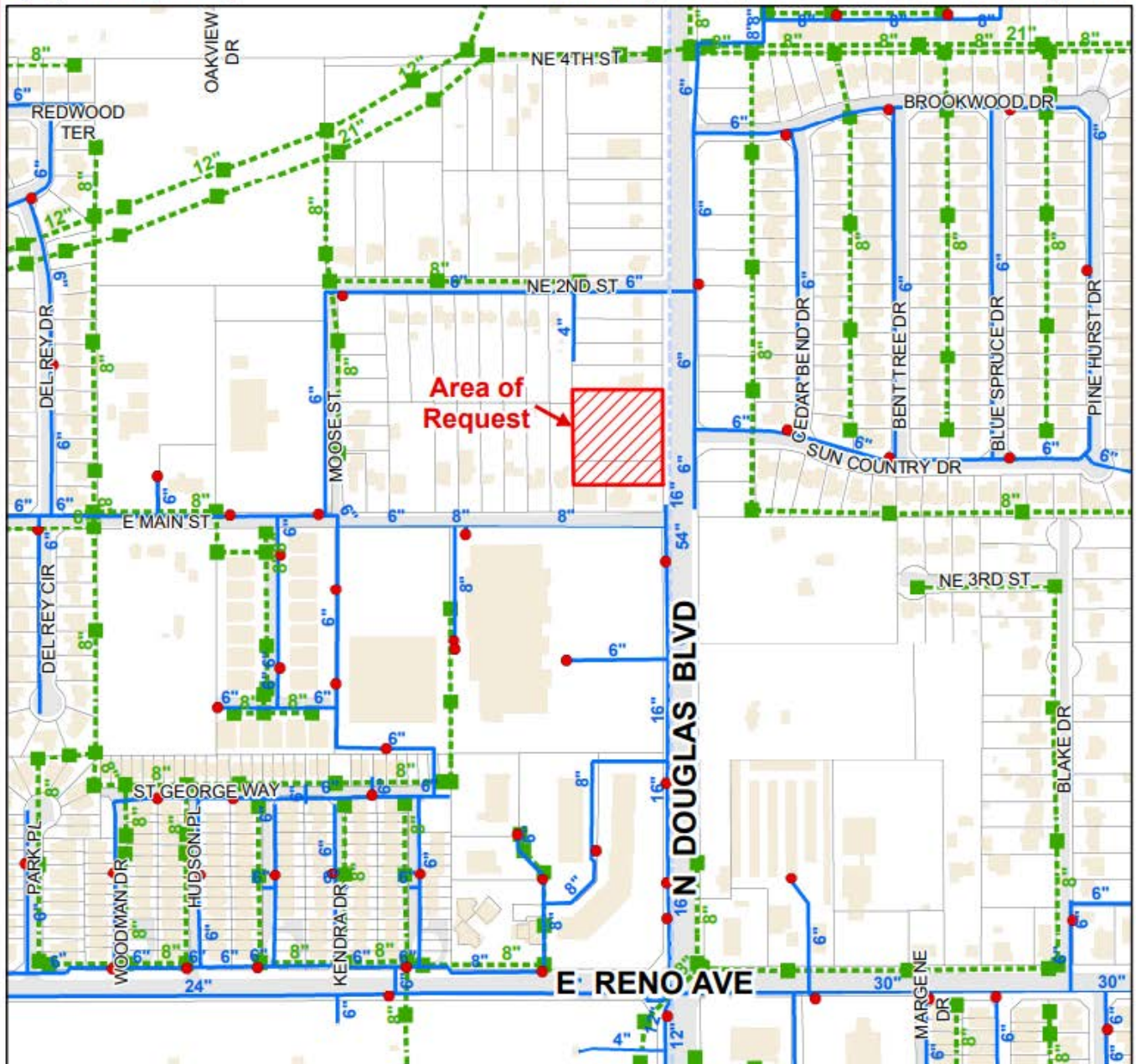
0 400 800 Feet

1 inch = 400 feet

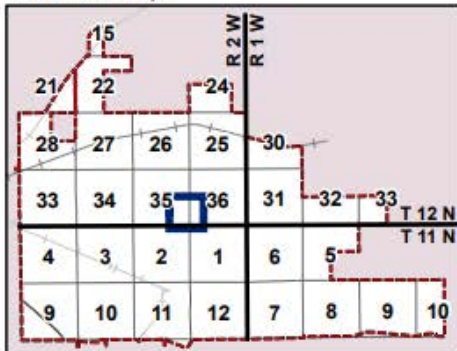
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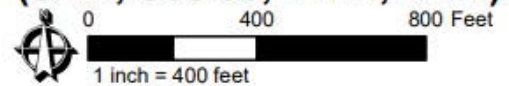
Locator Map



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-2151
(SE/4, Sec 35, T12N, R2W)**



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In regards to the Property located at:

309/311 N Douglas Blvd
Midwest City, OK 73130


Tax Roll #: R150761235

Legal Description: KANALY 2nd DOUGLASS BLVD 002 000 LOTS 5,6,& 7

I, James Graves, am the legal owner of this property and am requesting a change in zoning,

As you look through our proposal, I want to thank you in advance for taking the time to review and consider our request.

I will be assisted in this effort by ANDERS GOODMAN. He will be present/available and able to answer any questions you may have.



Owner Signature

JAMES GRAVES
Owner Printed Name

Notary Signature

Notary Printed Name

Notary Stamp

Date Signed:

21 JUNE 2023

Acknowledgment

State of Utah)

County of [§] Utah)

On this 21 day of June, in the year 2023, before me, William Dahle a notary
date month year notary public name

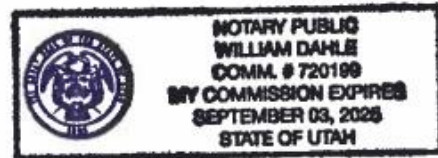
public, personally appeared James Graves, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

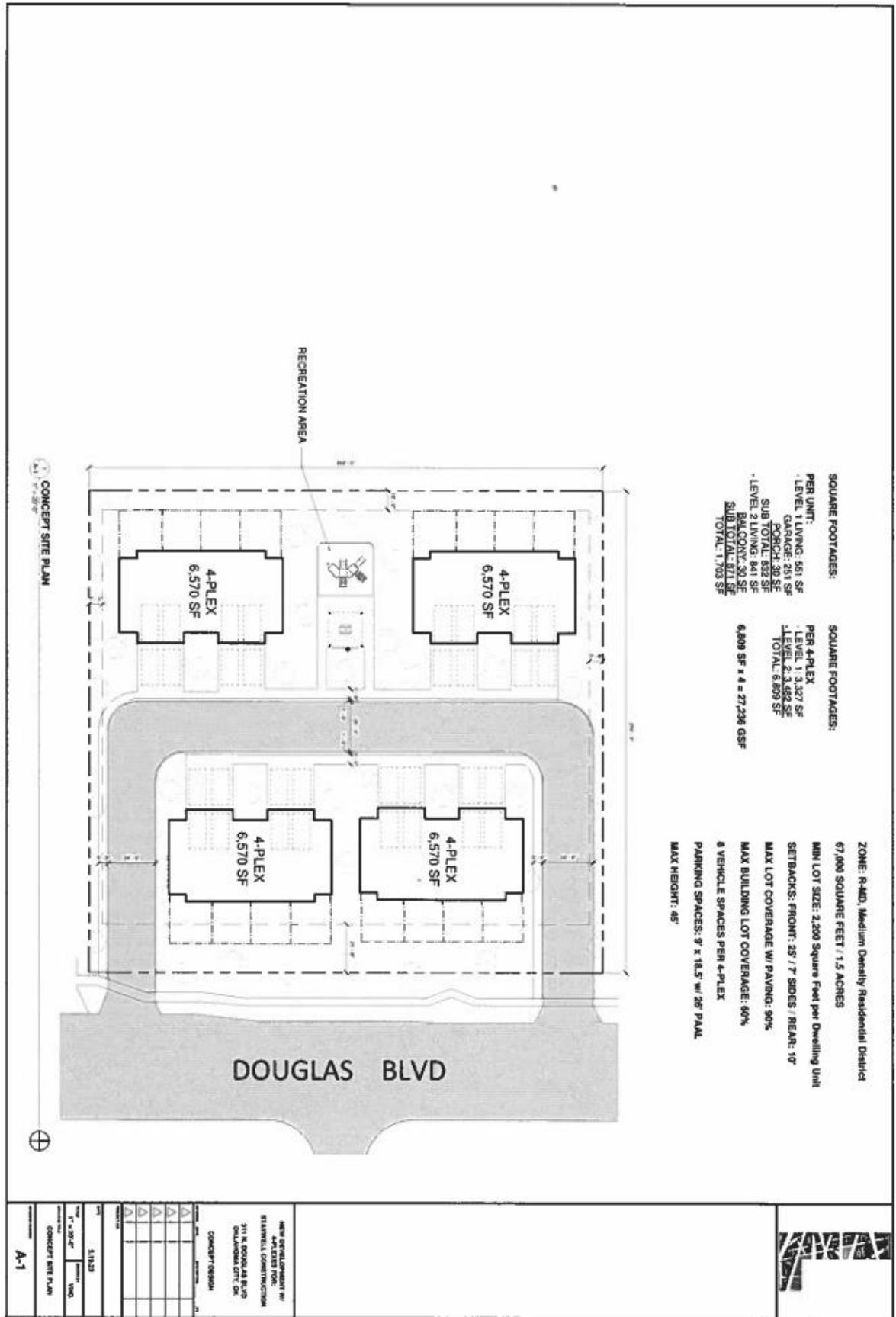
(he/she/they) executed the same.

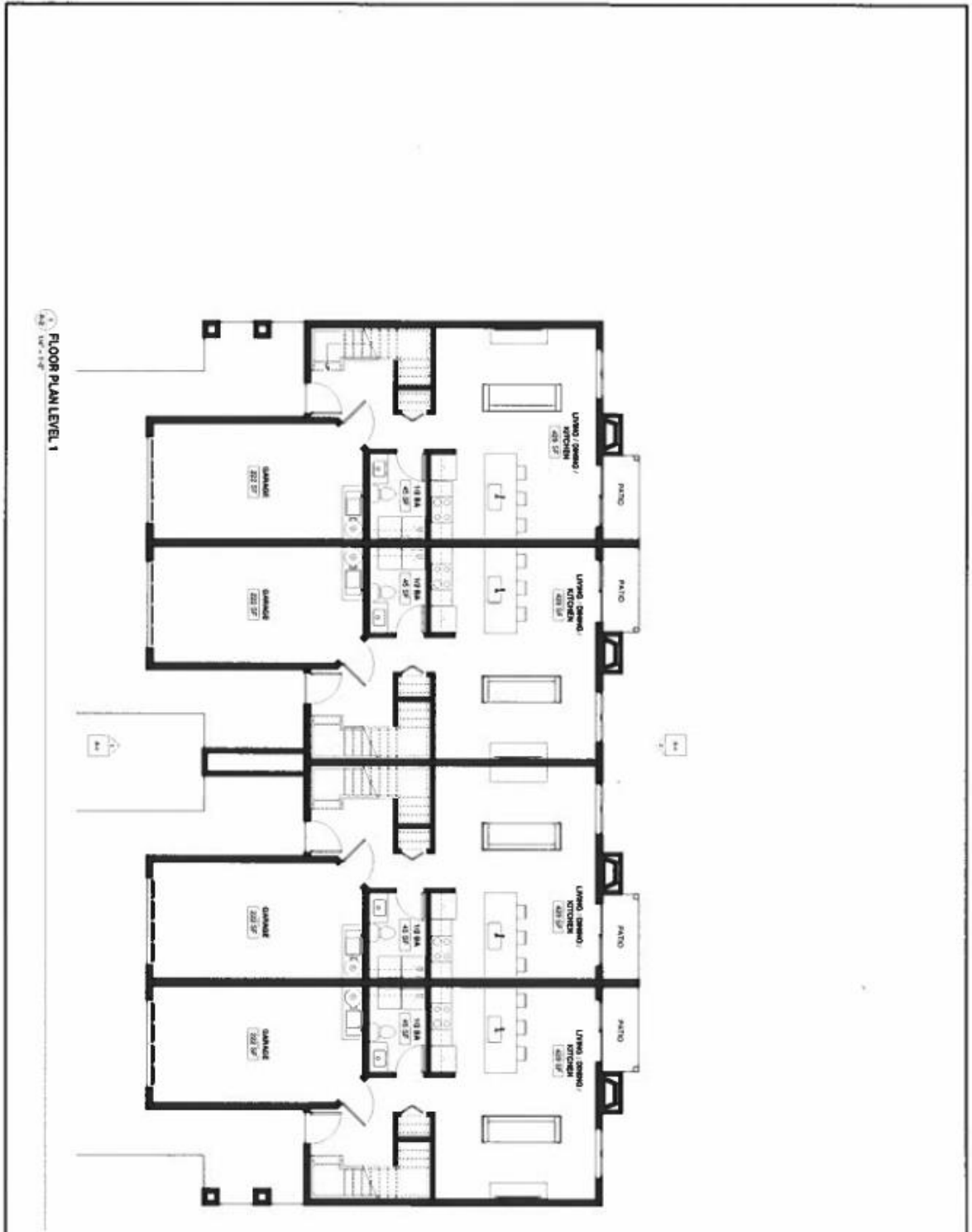
Witness my hand and official seal.


(notary signature)



(seal)





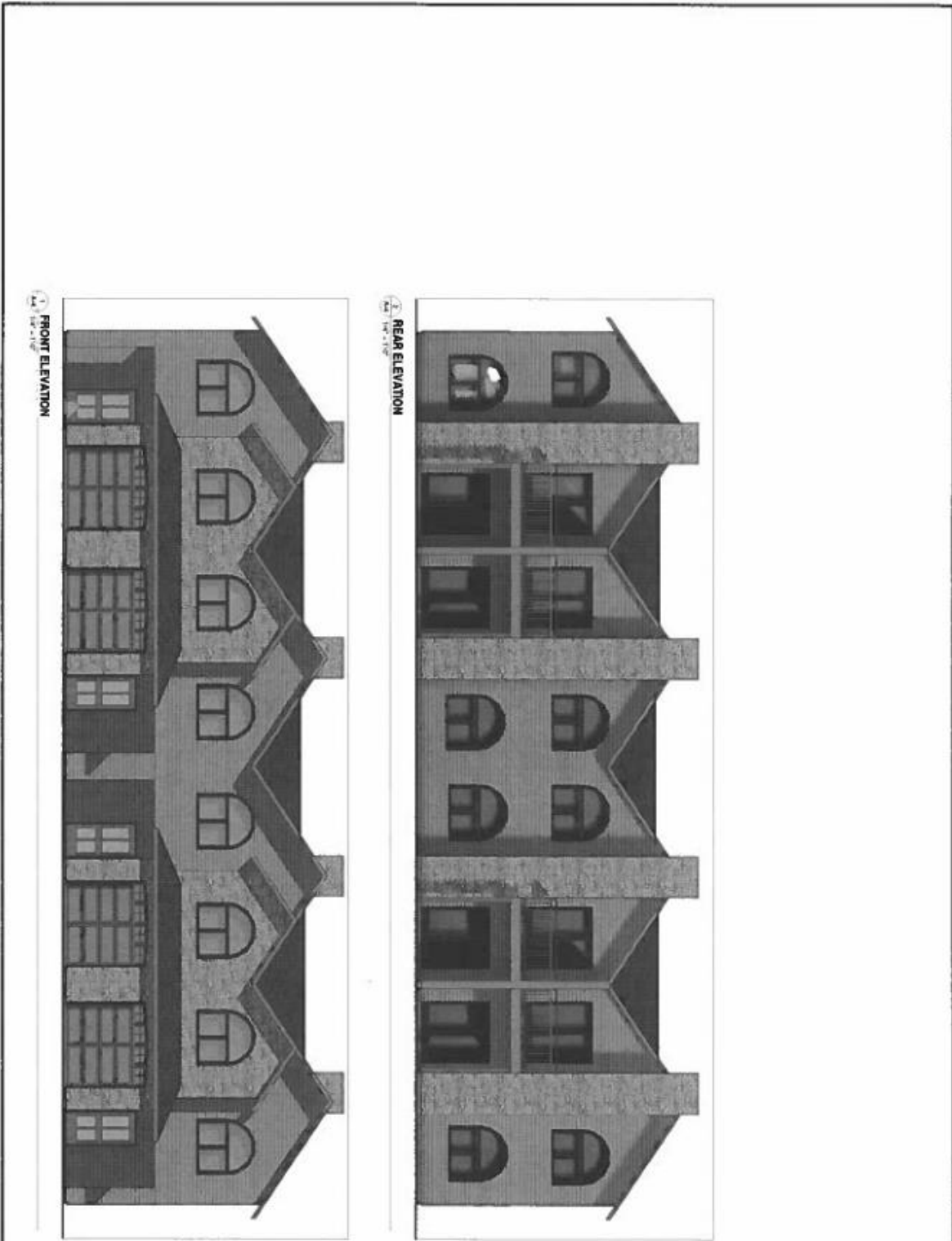
FLOOR PLAN LEVEL 1

	ARCHITECTURAL CONSULTING 711 N. DOUGLAS BLVD CHICAGO, IL 60610	
	CONCEPT DESIGN	
	DATE: 8.18.23	DRAWN BY: [Name]
	SCALE: 1/8" = 1'-0"	SHEET: 100
PROJECT: FLOOR PLAN LEVEL 1		
SHEET: A-2		

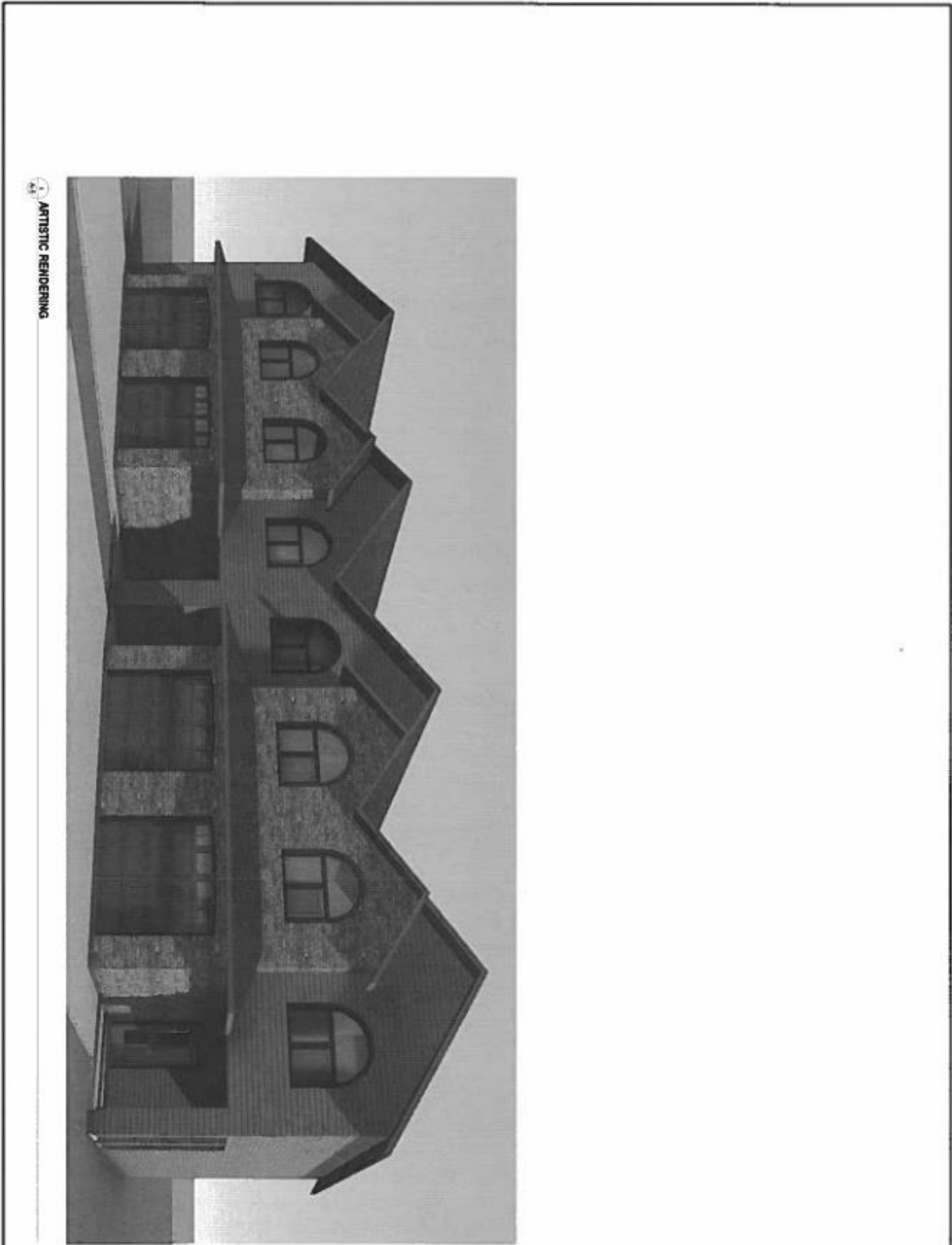


FLOOR PLAN LEVEL 2
1/8" = 1'-0"

	ARCHITECT: ANDERSON WILLIAMS 1111 N. BOYD AVE. OKLAHOMA CITY, OK 73106
	PROJECT: STANWELL CONSTRUCTION 3111 N. BOYD AVE. OKLAHOMA CITY, OK 73106
	DATE: 5.14.23
	SCALE: 1/8" = 1'-0"
SHEET: FLOOR PLAN LEVEL 2	
TOTAL SHEETS: 4-3	



NEW DEVELOPMENT IN SEAWALL CONSTRUCTION 311 N. BOULDER BLVD OKLAHOMA CITY, OK	
CONCEPT DESIGN	
DATE: 8/15/23	SCALE: 1/4" = 1'-0"
DESIGNER: VHS	PROJECT: VHS
COLOR ELEVATION	
A-4	



ARTISTIC RENDERING

NEW YORK UNIVERSITY STANFORD UNIVERSITY 211 N. BROADWAY, 8/F NEW YORK, NY 10013	
CONCEPT DESIGN	
DATE	1.14.23
BY	YMS
ARTISTIC RENDERING	
A-5	

1 **PC-2151**

2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM OR, OFFICE/RETAIL TO RMD, MEDIUM DENSITY RESIDENTIAL**
5 **LAND USE FOR THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE**
6 **CITY OF MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
8 lowing described property identified, for future planning purposes, as OR, Office/Retail:

9 For the property described as a part of the Southeast Quarter (SE ¼) of Section Thirty-
10 Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in
11 Oklahoma County, Oklahoma, also known as Kanaly 2nd Douglas BL Addition; Block
12 2; Lots 5, 6, 7, and 8.

13 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
14 above referenced property from OR, Office/Retail to RMD, Medium Density Residential Land
15 Use.

16 **WHEREAS**, with the applicant’s request the change in future planning classification complies
17 with the City’s Comprehensive Plan.

18 **WHEREAS**, the applicant has met both state and local notification requirements.

19 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,**
20 **OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

21 That the classification of above described property located in Midwest City, Oklahoma is hereby
22 changed from OR, Office/Retail to RMD, Medium Density Residential on the Comprehensive
23 Plan Map.

24 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
25 homa, on the _____ day of _____, 2023.

26 THE CITY OF MIDWEST CITY, OKLAHOMA

27 _____
28 MATTHEW D. DUKES II, Mayor

29 ATTEST:

30 _____
31 SARA HANCOCK, City Clerk

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

33 _____
34 DONALD MAISCH, City Attorney

1 **PC-2151**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE FROM C-1, RESTRICTED COMMERCIAL DIS-**
5 **TRICT TO R-MD, MEDIUM DENSITY RESIDENTIAL, AND DIRECTING AMEND-**
6 **MENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSI-**
7 **FICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR RE-**
8 **PEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
12 from C-1, Restricted Commercial District to R-MD, Medium Density Residential subject to the
13 conditions contained in the PC-2151 file, and that the official Zoning District Map shall be
14 amended to reflect the reclassification of the property’s zoning district as specified in this ordi-
15 nance:

16 For the property described as a part of the Southeast Quarter (SE ¼) of Section Thirty-Five
17 (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma
18 County, Oklahoma, also known as Kanaly 2nd Douglas BL Addition; Block 2; Lots 5, 6, 7,
19 and 8.

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

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

25 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
26 on the _____ day of _____, 2023.

27 THE CITY OF MIDWEST CITY, OKLA-
28 HOMA

29 _____
30 MATTHEW D. DUKES II, Mayor

31 ATTEST:

32 _____
33 SARA HANCOCK, City Clerk

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

35 _____
36 DONALD MAISCH, City Attorney



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and City Council Members

From: Don Maisch

Date: August 22, 2023

RE: Discussion, consideration, and possible action approving the Integrated Supply Agreement with NAPA for onsite turnkey vehicle and equipment parts operation for FY 23-24 with optional annual renewal four (4) additional one-year periods at an approximate yearly cost \$900,000. (D. Maisch – City Attorney).

The City of Midwest City was granted approval from OSU to piggyback upon their RFP and contract with NAPA for an Integration Supply Agreement. With this agreement, the City of Midwest City will be switching from O'Reilly to NAPA to operate the parts supply store for Fleet Services. The RFP by OSU met all state bidding and purchasing requirements. OSU has granted the City of Midwest City approval to use its RFP and final decision to contract with NAPA.

The Fleet Services Department expects to spend approximately \$900,000 for replacement parts, oils and lubricants through this contract in fiscal year 23-24. The Fleet Services Department uses these products to service and repair City owned vehicles and equipment.

Respectfully submitted,

Donald D. Maisch
City Attorney

**INTEGRATED SUPPLY AGREEMENT
THE CITY OF MIDWEST CITY
AND
GENUINE PARTS COMPANY D/B/A NAPA AUTO PARTS
(Piggyback Competitive Award)**

This **AGREEMENT** (this “Agreement”) is made this 1st day of September, 2023 (the “Effective Date”) between Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, Georgia 30339 hereinafter referred to as “NAPA” and the City of Midwest City, a municipal corporation, or Public Trust hereinafter referred to as the “Customer” or “the City”.

WITNESSETH:

WHEREAS, NAPA and Oklahoma State University previously entered into that certain Integrated Supply Agreement dated as of August 1, 2017 (the “Master Agreement”) in connection with a contract award provided by Oklahoma State University to NAPA following the issuance of Request for Proposal OSUA&M-RFP-000177-2017 pursuant to which Oklahoma State University sought proposals for an On-Site Vehicle Maintenance Parts Facility for the Vehicle Maintenance Division of Oklahoma State University, which Master Agreement remains in full force and effect and was renewed for an additional term effective beginning in July, 2023;

WHEREAS, the laws of the State of Oklahoma and the City provide authority for the City to select and contract through the use of the competitive bid process of any State contract as an exception to the otherwise required formal bidding process, which includes the Master Agreement; and

WHEREAS, NAPA agrees to sell and deliver to the City the items of material and/or services, specified in the Master Agreement and the proposal submitted by NAPA in connection therewith, both of which are made a part of this Agreement and incorporated herein;

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. AGREEMENT/CONTRACT PERIOD. This Agreement shall last for a period of one (1) year from the Effective Date. This Agreement is renewal for four (4) additional one-year periods at the option of the City. Should the City desire to renew this Agreement, a written preliminary notice will be furnished to NAPA, at least sixty (60) days, prior to the expiration date of the Agreement. (Such preliminary notice will not be deemed to commit the City to renew.). Either the City or NAPA may terminate this Agreement in accordance with the terms of Master Agreement.

2. CUSTOMER LOCATION. NAPA agrees to sell and deliver to the City, the items of material and/or services, specified in the Master Agreement, the terms of which are incorporated by reference and made part of this Agreement, at the following City location: **8730 SE 15th Street, building “C” Midwest City, OK 73110** (the “On Site Store”).

3. PRICING. The pricing for this Agreement shall be that set forth in the Master Agreement, which is set forth on Exhibit A attached hereto.

4. NAPA SERVICES, STAFFING AND DELIVEIRIES. In accordance with the terms of the Master Agreement and without limiting NAPA’s agreement to provide the services set forth in the Master Agreement, NAPA will provide the following services:

(a) NAPA will operate the On Site Store and provide the Inventory to the City's now existing location. NAPA shall provide all personnel and maintenance parts and supplies required to operate the On Site Store as part of an efficient and effective on-site parts operation that covers all hours worked, including overtime due to peak demand and emergency operations. All parts, and lubricants necessary to maintain, repair and operate vehicles and equipment, plus those items used by other City personnel that have been traditional stock items of the existing stock room will be covered by this Agreement. The City's standard hours of operation are 7:30a to 4:00p M-F.

(b) In those circumstances when delivery is required by the City, NAPA will provide parts to the City location on a daily route basis. In addition, NAPA will accelerate delivery on those items the City requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the City's location requesting part(s). All deliveries shall be F.O.B. Destination. NAPA shall prepay all packaging, handling, shipping and delivery charges and prices shall include all such charges. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the City.

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store. NAPA shall provide computer ordering and cataloging to each On Site Store through its proprietary TAMS (Total Automotive Management System), which it cannot assign nor leave with the City upon termination or expiration of this Agreement.

(d) NAPA shall provide a profit and loss statement of the parts operations to the City on approximately the 20th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. The overtime expense (calculated at time and one half) will be charged on a cost basis to the City. NAPA will upon request provide a staffing plan, and will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. SYSTEM INTEGRATION. NAPA shall use good faith efforts to endeavor to integrate with the City's systems at a mutually agreed upon cost.

6. CONFIDENTIALITY AND INDEMNIFICATION. The confidentiality provisions of Section 15 and the indemnification provisions of Section 18 of the Master Agreement are specifically incorporated into this Agreement by reference, and made part of this Agreement.

7. WARRANTY. All items supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the City in processing all warranty claims that the City may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the parts supplied to the City pursuant to this Agreement. ALL OTHER WARRANTIES BOTH EXPRESS AND IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the City upon request. For suppliers (or categories of suppliers) of Non-NAPA products that the City instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

8. **BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of the Agreement, NAPA shall have the option to require the City to purchase all non-NAPA Inventory owned by NAPA and located in the On Site Store at NAPA's current acquisition cost, and the City shall have the option to purchase all NAPA Inventory, owned by NAPA and located in the On Site Store at NAPA's current acquisition cost. Upon the City's request, NAPA shall provide the City with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store.

9. **COMPLIANCE WITH MASTER AGREEMENT; BUYBACK.** Without limiting the terms set forth herein, NAPA and the City shall comply with all terms of the Master Agreement with respect to the items of material and services to be provided.

10. **PURCHASE OF INVENTORY.** NAPA shall purchase the mutually agreed upon existing City parts and lubricants inventory, as determined by mutual agreement of the parties, at current City Fleet Services Department cost and issue the City payment for said inventory, provided that (a) all purchased inventory must be either (i) new, saleable, complete, and currently needed by the City's active fleet/equipment and must have been used by the City within the twelve (12) month period immediately prior to the purchase date or (ii) mutually agreed upon seasonal maintenance and repair parts regardless of sales history, (b) NAPA cannot purchase any tires and (c) NAPA shall purchase a maximum of \$115,000 of such inventory. NAPA agrees to manage and distribute any current City Fleet Services' inventory, not initially purchased by NAPA, for the duration of the Agreement and issue such inventory to the City upon request at no cost. Upon the City's request, NAPA shall provide the City with a report of all inventory distributed from the original non-NAPA inventory list.

11. **NOTICES.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Attn: Corporate Counsel

As to the City: The City of Midwest City
Fleet Services Department
8730 SE 15th Street
MidwestCity, OK 73110

12. **OTHER CONTRACT TERMS.** This Agreement and the Master Agreement set forth the entire agreement between NAPA and the City with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein or in the Master Agreement. Any attempt to amend this Agreement is null and void and hereby rejected, unless agreed to in writing by the City and NAPA. This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: 
Art Fischer (Aug 16, 2013 10:51 EDT)
Name: Art Fischer
Title: Division Vice President

The CITY OF MIDWEST CITY

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE]

EXHIBIT A
PAYMENT TERMS/PRICING

NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. In the event any statement has not been paid as of such date, NAPA shall impose a finance charge of 1.5% per month, or such lower amount as may be permitted by law. CUSTOMER shall reimburse NAPA for all costs incurred by NAPA in collecting any past due amounts owed to NAPA pursuant to this Agreement, including any attorneys' fees.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "**NAPA Product Costs**," which is the pricing of NAPA supplier manufactured products, and "**Non-NAPA Product Costs**," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER in accordance with item (b) above
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non -NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with item (b) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an " in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or perform by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

EXHIBIT B
Sample Profit and Loss Statement

[See attached.]

City of Midwest City

SAMPLE P&L



Projected Expenses	NAPA Monthly Parts and Operational Projections	%To Sales
Parts Purchases	62,500	100.00%
Cost of Goods	56,250	90.00%
Markup on Parts	6,250	10.00%
GROSS PROFIT	6,250	10.00%
Accounting Fees	619	0.99%
PAYROLL:		
Manager/Counter Salaries	4,583	7.33%
Delivery Driver Salaries	0	0.00%
Pension	281	0.45%
Employee Benefits	350	0.56%
Workers Comp Insurance	60	0.10%
FICA/SECA/FUI/SUI	800	1.28%
Total IBS Payroll	6,075	9.72%1.
Miscellaneous Expenses		
Delivery Truck Insurance		0.00%
Delivery Maintenance/Gas		0.00%
Truck Payment		0.00%
Shelving/Cage Depreciation		0.00%
Freight & Postage	200	0.32%
General Liability Insurance	100	0.16%
Interest		0.00%
Light, Heat, Water		0.00%
Rent		0.00%
Stationary, Shipping Supplies	150	0.24%
Stock Loss		0.00%
Store Expenses	100	0.16%
Personal Property Taxes	100	0.16%
Telephone		0.00%
Inventory Computer	900	1.44%
Training	50	0.08%
TOTAL MISC. EXP.	1,600	2.56%1.
TOTAL EXPENSES	8,293	13.27%1.
Gross Prom Less Expenses	(2,043)	-3.27%
Miscellaneous Discounts	0	0.00%
MGMT FEE	8,293	13.27%1.
NET PROFIT	6,250	10.00%1.







GPC- City of Midwest City - Piggyback Contract (HKW 8-9-23)

Final Audit Report

2023-08-16

Created:	2023-08-16
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu3c3H_68_6z-eNt6hJmH1E1EuE3tWA4

"GPC- City of Midwest City - Piggyback Contract (HKW 8-9-23)" History

-  Document created by Hunter Beal (hunter_beal@genpt.com)
2023-08-16 - 2:29:43 PM GMT
-  Document emailed to art_fischer@genpt.com for signature
2023-08-16 - 2:30:04 PM GMT
-  Email viewed by art_fischer@genpt.com
2023-08-16 - 2:36:09 PM GMT
-  Signer art_fischer@genpt.com entered name at signing as Art Fischer
2023-08-16 - 2:51:51 PM GMT
-  Document e-signed by Art Fischer (art_fischer@genpt.com)
Signature Date: 2023-08-16 - 2:51:53 PM GMT - Time Source: server
-  Agreement completed.
2023-08-16 - 2:51:53 PM GMT

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

OKLAHOMA STATE UNIVERSITY

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
OKLAHOMA STATE UNIVERSITY**

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and **OKLAHOMA STATE UNIVERSITY**, an agency of the State of Oklahoma ("CUSTOMER"), to be effective as of the 1st day of August, 2017 (the "Effective Date").

W I T N E S S E T H

WHEREAS, NAPA desires to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

Each of the recitals set forth above is hereby incorporated into the Agreement in its entirety.

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

Oklahoma State University
2024 West Farm Rd
Stillwater, OK 74078
Manager: Chris Hoffman

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA. Notwithstanding the foregoing language, CUSTOMER agrees to, and hereby grants, NAPA the right of first refusal on any and all new or additional locations of CUSTOMER that are to be serviced by a similar supply entity.

3. **TERM.** The initial term of this Agreement shall be for a three (3) year period beginning on the Effective Date. Upon expiration of the initial term, this Agreement shall automatically be renewed for successive one (1) year terms, unless either party notifies the other party in writing of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or any renewal term hereunder. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing location(s). NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store through its proprietary TAMS (Total Automotive Management System), which it cannot assign nor leave with CUSTOMER upon termination or expiration of this Agreement.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 20th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. The overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. Once per year NAPA shall utilize a third party to perform an Inventory count in the On Site Store while accompanied by NAPA. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding equipment and fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. In the event any statement has not been paid as of such date, NAPA shall impose a finance charge of 1.5% per month, or such lower amount as may be permitted by law. CUSTOMER shall reimburse NAPA for all costs incurred by NAPA in collecting any past due amounts owed to NAPA pursuant to this Agreement, including any attorney's fees.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs,***" which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs,***" which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

- (b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER shall provide at its sole expense "all risks" fire and property insurance on all buildings and/or improvements in which the On Site Store(s) are located throughout the term of the Agreement. CUSTOMER is self-insured through the State of Oklahoma. CUSTOMER shall further maintain during the term of this Agreement worker's compensation insurance coverage in amounts required by law. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of its Certificate of Self-Insurance.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

9. NO LIENS; SECURITY AGREEMENT; UCC-1.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s). CUSTOMER shall, at its own cost and expense, defend and hold harmless NAPA and its officers, directors, employees, subsidiaries and affiliates from any and all liability, costs and expenses (including attorney's fees) against any claim or encumbrance on the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants to NAPA a security interest and lien in all of CUSTOMER'S goods (including inventory, equipment, and any accessions thereto), commercial tort claims, insurance claims, investment property, accounts, general intangibles, instruments, and chattel paper and instruments, wherever located, whether now owned or hereafter acquired or arising, and all products and proceeds arising therefrom.

(c) CUSTOMER agrees and acknowledges that Inventory that is delivered and stored on CUSTOMER's property pursuant to this Agreement is Inventory owned by NAPA and further acknowledges and agrees that NAPA may send notice to CUSTOMER's creditors notifying such creditors of the ownership rights of the Inventory.

(d) CUSTOMER acknowledges and agrees that NAPA shall file a UCC-1 statement covering all Inventory on CUSTOMER's premises, noting that such Inventory is consignment inventory, in order to protect NAPA's interests in its Inventory, and that NAPA shall file a UCC-1 statement covering all of CUSTOMER's assets, as described above, in order to protect NAPA's interests in CUSTOMER's payment obligations.

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement. If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, NAPA will decide the issue in its sole discretion. At no time shall any NAPA employee be considered an employee of CUSTOMER for any reason.

11. WARRANTY/LIABILITY DISCLAIMER. All items supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the parts supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement; or

(b) In the event that there is a hostile work environment, the affected party provides written notice, and such hostile environment remains uncorrected for ten (10) days after written notice thereof; or

(c) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(d) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of the contract, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA

Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

15. CONFIDENTIALITY. CUSTOMER and NAPA may, from time to time, acquire or otherwise receive confidential or proprietary information concerning the other party's products, pricing, business affairs and practices. In consideration of the confidential and proprietary nature of this information, each party agrees as follows:

(a) All confidential or proprietary knowledge and information received from the other party shall for all time and purposes be regarded by the receiving party, its employees and agents as strictly confidential and will not be disclosed to any third parties or to any of the other affiliates of the receiving party.

(b) Each party agrees to utilize any information provided by the other party only for the purposes of carrying out this Agreement and further acknowledges that it will not utilize any information provided by the other party for any other purpose including but not limited to directly or indirectly competing with the other party or otherwise assisting another person or entity in doing the same.

(c) All confidentiality obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination: (a) in the case of confidential information that constitutes a trade secret under applicable law, for as long as such confidential information remains a trade secret; or (b) in the case of any other confidential information, for a term of ten (10) years.

(d) Each party further understands that money damages will not be a sufficient remedy for a breach of this Section 15 and that, in addition to all other remedies available at law or in equity, each party shall be entitled to equitable relief, including injunction or specific performance, without proof of actual damages.

(e) In the event that the receiving party is requested or required by legal or regulatory authority to disclose confidential or proprietary information of the disclosing party, the receiving party shall promptly notify the disclosing party of such request or requirement prior to disclosure so that the disclosing party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, receiving party agrees to furnish only that portion of the confidential or proprietary information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

16. CHANGE OF CONTROL. NAPA may unilaterally terminate this Agreement by giving five (5) days written notice to CUSTOMER upon the occurrence of a change in the management or ownership of CUSTOMER.

17. **LANDLORD CONSENT AND WAIVER.** If CUSTOMER does not own, in unencumbered fee simple title, all property upon which the On Site Store(s) is/are located, CUSTOMER agrees to acquire from each Landlord or Mortgagee a fully executed Landlord Consent and Waiver which is attached here to as Exhibit C. The Landlord Consent and Waiver(s) shall be returned to NAPA prior to the commencement of operations on such On Site Store(s).

18. **MUTUAL INDEMNIFICATION.** CUSTOMER shall be responsible for and shall indemnify and hold NAPA harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of CUSTOMER or CUSTOMER'S employees. NAPA shall likewise be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

19. **QUIET ENJOYMENT.** CUSTOMER represents and warrants to NAPA that NAPA shall have quiet and peaceful possession of the On Site Store(s) during the entire term of this Agreement and CUSTOMER shall defend NAPA's right to possession against the claims of all parties.

20. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Genuine Parts Company / NAPA Auto Parts
635 Freeport Parkway
Coppell, TX 75019
Attn: Stu Kambury
Telephone: (214) 414-1700
Facsimile: (972) 462-1058

As to CUSTOMER: Oklahoma State University
1224 N. Boomer Rd
Stillwater, OK 74078
Attn: Scott Schlotthauer
Telephone: (405)744-5984
Facsimile: (405)744-5187

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 20.

21. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

22. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

23. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

24. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

25. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

26. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers, or any other similar or representative relationship between the parties hereto.

27. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

28. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

29. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.


30. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

31. **ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This Agreement, consisting of any attachments referenced in this Agreement and the bid related documents listed below in this Section 31, constitute the entire agreement between NAPA and CUSTOMER concerning the subject matter of this Agreement and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. In the event of a conflict between the terms of the below referenced documents, the terms in the document with highest relative precedence shall govern. The order of precedence shall be the order of documents as listed below, with the first listed document having the highest precedence and the last listed document having the lowest precedence.

1. This Agreement.
2. Sample Profit and Loss Statement attached hereto as Exhibit B and incorporated herein by reference.
3. Amendments to the RFP, attached as Exhibit D to this Agreement and incorporated herein by reference.
4. NAPA's Final Response submitted to Oklahoma State University Transportation Services OSUA&M-RFP-000177-2017 (the "Response"), attached as Exhibit E to this Agreement and incorporated herein by reference.
5. Oklahoma State University Transportation Services OSUA&M-RFP-000177-2017 (the "RFP"), attached as Exhibit F to this Agreement and incorporated herein by reference.
6. Assignment Agreement attached hereto as Exhibit A and incorporated herein by reference.
7. Landlord Consent and Waiver attached hereto as Exhibit C and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: 
Name: Stu Kambury
Title: Division Vice President

OKLAHOMA STATE UNIVERSITY


By: 
Name: Scott Schlotthauer, C.P.M., CPO
Title: Chief Procurement Officer

EXHIBIT A
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20____.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

_____ [JOBBER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agreed and acknowledged:

_____ [CUSTOMER]

By: _____

Name: _____

Title: _____

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.

NAPA IBS
OPERATIONAL EXPENSE
PROJECTIONS

<i>EXPENSE DESCRIPTIONS</i>		MONTHLY PROJECTIONS	ANNUALIZED PROJECTIONS
SPEND	OKLAHOMA STATE UNIVERSITY - Projected Parts Budget	\$ 60,000	\$ 720,000
	Cost of Goods to NAPA	\$ 54,000	\$ 648,000
	Gross Margin on Parts	\$ 6,000	\$ 72,000
	GROSS PROFIT	\$ 6,000	\$ 72,000
PAYROLL EXPENSES	Parts Manager and Counter Salaries	\$ 3,514	\$ 42,165
	Deliver Driver Salaries	\$ -	\$ -
	Employee Pension 401K	\$ 270	\$ 3,240
	Group Insurance Benefits	\$ 422	\$ 5,064
	Insurance-General & Worker's Comp	\$ 112	\$ 1,344
	Payroll Taxes (Federal, State and Local)	\$ 305	\$ 3,660
	TOTAL PAYROLL	\$ 4,623	\$ 55,473
MISCELLANEOUS EXPENSES	Accounting & Data Processing Fees	\$ 594	\$ 7,128
	Deliver Vehicle Payment	\$ -	\$ -
	Delivery Vehicle Insurance Expense - Fleet	\$ -	\$ -
	Delivery Expense - Fuel	\$ -	\$ -
	Facility Ins Property & General Liability	\$ 141	\$ 1,692
	Facility Taxes - Real Property	\$ -	\$ -
	Facility Shelving/Cage Depreciation	\$ 219	\$ 2,628
	Store Misc. Expense	\$ 150	\$ 1,800
	Stationery & Supplies	\$ 150	\$ 1,800
	Stock Loss	\$ -	\$ -
	Computer/Equipment Depreciation Expense	\$ 446	\$ 5,352
	Support Fees, Cataloging and IT Support	\$ 465	\$ 5,580
	Computer Connectivity	\$ 259	\$ 3,108
	Taxes (Not Income) - Personal Property	\$ 275	\$ 3,300
	Taxes (Not Income) - Sales & Use	\$ 25	\$ 300
	Freight & Postage Expenses - In	\$ 300	\$ 3,600
	Training	\$ 9	\$ 108
TOTAL MISC EXPENSES	\$ 3,033	\$ 36,396	
TOTAL EXPENSES	TOTAL OPERATIONAL EXPENSES	\$ 7,656	\$ 91,869
	Gross Profit Less Expenses	\$ (1,656)	\$ (19,869)
	Miscellaneous Discounts	\$ 200	\$ 2,400
	PROJECTED MANAGEMENT EXPENSES	\$ 7,456	\$ 89,469
	Net Profit Before Tax	\$ 6,000	\$ 72,000

EXHIBIT C

LANDLORD CONSENT AND WAIVER

See attached.

WAIVER AND CONSENT AGREEMENT

THIS WAIVER AND CONSENT AGREEMENT (this "Agreement"), made this ____ day of _____, 20____, is by and among _____ (hereinafter referred to as "Landlord"), GENUINE PARTS COMPANY ("NAPA"), and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord holds fee simple title to certain land, building and improvements located at _____ (the "Premises"); and

WHEREAS, Landlord has leased the Premises to Tenant; and

WHEREAS, pursuant to an Integrated Supply Agreement between NAPA and Tenant dated _____, and made a part hereof by reference, NAPA will install certain equipment and establish certain inventories on the Premises for use by NAPA in the operation of a parts store benefiting Tenant (with such equipment and inventory being referred to collectively herein as the "Inventory"); and

WHEREAS, NAPA wishes to retain a paramount security interest in the Inventory.

NOW THEREFORE, in consideration of the premises and the mutual benefits to the parties herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Landlord hereby consents to the establishment of the Inventory upon the Premises and does hereby agree that, so long as there is compliance with the provisions of this Agreement, it shall not disturb NAPA in the enjoyment of its rights in the Inventory, including, and not by way of limitation, the peaceful repossession of the Inventory upon the default of Tenant pursuant to the provisions as hereinafter set forth.
2. NAPA agrees to exercise any right of repossession or any attempt at gaining possession of the Inventory without breach of the peace and only during such times as access to the Premises shall be made peaceably available by Landlord or by the Tenant, but in the latter case, only so long as Tenant shall actually accompany NAPA during such repossession or gaining of possession.
3. Upon removal of the Inventory by NAPA, as herein provided, NAPA agrees to repair and to restore any damage caused by the repossession.
4. Landlord agrees that NAPA has a paramount and perfected security interest in the Inventory, or identical or comparable replacements or supplements thereof from time to time, but in none other, nor any other property of any nature affixed to the Premises. NAPA agrees to indemnify and hold Landlord harmless for any costs, loss or damage occasioned by its failure to discharge and clear any recorded or filed rights which create interests other than those authorized hereby.
5. Should the occasion arise in which Landlord desires to evict Tenant due to Tenant's default, or otherwise justifiably terminate Tenant's interest in the Premises, then, in either of those events, NAPA agrees that upon the thirty (30) days written notice by Landlord, NAPA will cause the Inventory to be removed from the Premises either as the duly authorized agent of Tenant, which authority Tenant evidences by its execution below, but subject to the obligations of removal as if

such removal had been a repossession, or by repossessing itself of the Inventory pursuant to local statute and the provisions hereof.

6. If NAPA shall not remove or repossess the Inventory upon written notice as provided in Paragraph 5 above and shall continue in such failure for sixty (60) days after notice, the parties agree that the Inventory shall be deemed abandoned by NAPA, as its interests may appear. Landlord shall not, thereafter, be liable to NAPA, Tenant or their successors or assigns as any manner of bailee of the Inventory when and if Landlord shall possess itself of the Premises and further, it shall have no obligation to use any standard of caution or care in dealing with the Inventory at any time after such repossession.
7. The agreements and provisions contained herein shall be binding upon each of the parties, their holders, successors and assigns without the necessity of a filing or recordation and each party shall be responsible for securing the undertaking of the within agreements and provisions by its holders, successors and assigns.

IN WITNESS WHEREOF the parties hereto by their duly authorized corporate officers, have executed this Agreement on the day and date set forth in the commencement.

LANDLORD: _____

BY: _____

TITLE: _____

NAPA: GENUINE PARTS COMPANY

BY: _____

TITLE: _____

TENANT: _____

BY: _____

TITLE: _____

EXHIBIT D

AMENDMENTS TO THE RFP

See attached.

**OKLAHOMA STATE UNIVERSITY
TRANSPORTATION SERVICES
OSUA&M-RFP-000177-2017
GENUINE PARTS COMPANY (“NAPA”)**

AMENDMENTS TO THE REQUEST FOR PROPOSAL

General Provisions, Section A.11.1 (page 3)- The following language is hereby added to the end of this section: The parties agree that NAPA’s pricing profile will remain firm, but prices on individual products will increase and decrease throughout the term of the resulting Contract.

General Provisions, Section A.18.1 (page 4)- The provisions of this section which require inspection and acceptance testing shall be removed in their entirety and replaced with the following: “All items supplied pursuant to this Contract are subject to the terms of written warranties provided by the manufacturer of each part, and if the items supplied do not meet the requesting department’s standards, NAPA shall use reasonable commercial efforts to assist the relevant party in processing all warranty claims that such party may have against a manufacturer. The manufacturer’s warranty will be the sole and exclusive remedy of the Owner in connection with any claims concerning the parts supplied by NAPA in connection with the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers’ warranties are available upon request. For suppliers (or categories of suppliers) of Non-NAPA products that University instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.”

General Provisions, Section A.21.1 (page 4)- The following language is hereby added to this section: NAPA shall not be required to provide unrestricted access to NAPA’s electronic records.

General Provisions, Section A.21.2 (page 4)- The retention period in this section shall be shortened from seven (7) years to two (2) years following provision of the applicable part/equipment.

General Provisions, Section A.22 (page 5)- The following language shall be added to the end of this section: Notwithstanding the foregoing, OSU and the A&M Systems agree to use their best efforts to appropriate all monies owed to NAPA, including, but not limited to, at the end of the Contract, the amount of money to re-purchase all non-NAPA branded inventory.

General Provisions, Section A.25.1 (page 5)- The phrase “and upon written approval from the Purchasing Department” shall be removed from the first sentence of Section A.25.1.

General Provisions, Section A.25.3 (page 5)- This section shall be revised as follows:

“Upon termination, expiration, or non-renewal of the Contract, OSU and the A&M Systems shall be liable for payment of products and/or services delivered under the Contract (including all

Operational Costs), and NAPA shall additionally have the option to require OSU and/or the A&M Systems to purchase all non-NAPA Inventory owned by NAPA and located in the OSU and/or A&M Systems' locations at NAPA's current acquisition cost. Further, upon termination, expiration or non-renewal of the Contract, OSU and/or the A&M Systems shall have the option to purchase all NAPA Inventory, owned by NAPA and located in such locations at NAPA's current acquisition cost."

General Provisions, Section A.26.2 (page 5)- This Section shall be revised to match Section A.25.3 (as revised above).

General Provisions, Section A.27 (page 5)- The following language is hereby added to the end of this section: For the avoidance of any doubt, the parties agree that NAPA shall procure such insurance and that it will pass on such cost as part of its "Operational Costs."


Specifications for On Site Vehicle Maintenance Parts Facility, Section 4.1 (page 1)- The following language is hereby added to the end of this section: For the avoidance of any doubt, the parties agree that the costs of the permits referenced in this section will be included as part of NAPA's Operational Costs passed through to Oklahoma State University.

Specifications for On Site Vehicle Maintenance Parts Facility, Section 4.2 (pages 1-2)- The following language is hereby added to the end of this section: For the avoidance of any doubt, the parties agree that NAPA shall procure such insurance and that it will pass on such cost as part of its "Operational Costs."

Specifications for On Site Vehicle Maintenance Parts Facility, Section 5.2.2 (page 3)- This section is amended so that the Vehicle Maintenance Department's right to purchase parts and other supplies is limited such that the Department must use NAPA as its Primary Supplier of the inventory, parts, and equipment under the Contract. The Vehicle Maintenance Department may purchase any item outside the Contract where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being the Department's Primary Supplier. Primary Supplier shall mean the supplier that provides a minimum of 90% of the inventory needs of the Department.

Specifications for On Site Vehicle Maintenance Parts Facility, Section 5.2.3 (page 4)- The first two sentences of subsection (C)(i) on page 4 shall be removed in their entirety, and NAPA's obligation shall be limited to the manufacturer's warranty in the manner specified in the amendment to Section A.18.1 of the General Provisions above.

Genuine Parts Company

By: 
Title: Division VP
Date: 9.2.17

Oklahoma State University


By: 
Title: 9/12/2017
Date: Chief Procurement Officer
The OSU and A&M systems

EXHIBIT E

NAPA'S RESPONSE TO THE RFP

See attached.



Integrated Business Solutions[®]

POWERED BY 

Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schlebach
IBS Division Manager
956-832-2996

Oklahoma State University Transportation Services

OSUA&M-RFP-000177-2017

November 30, 2016

5.3.2 Letter of Introduction



Oklahoma State University
Stillwater, OK 74074
(405) 744-5984



napa-ibs.com / support@napa-ibs.com

LETTER OF INTRODUCTION

To: OKLAHOMA STATE UNIVERSITY TRANSPORTATION SERVICES

Submitting Organization: Genuine Parts Company/d.b.a. NAPA AUTO PARTS

Response to: OSUA&M-RFP-000177-2017 Vehicle Parts Management and Supply Services

Thank you for the opportunity to submit the following response to your RFP on behalf of Genuine Parts Company/NAPA Integrated Business Solutions. Our proposal demonstrates our ability to satisfy every requirement of the RFP and exceed your operational expectations.

Genuine Parts Company, founded in 1928, is a service organization engaged in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials. The Company serves tens of thousands of customers from more than 2,600 operations and have approximately 39,000 employees. With over 87 years of distribution expertise, GPC's commitment and reputation for just-in-time service position us as a critical partner in our customer's success.

NAPA IBS understands that your needs are specific and unique and we are dedicated to providing the best solution possible for your operation. Our response will address the ways in which we will accomplish that and will speak to the success criteria of each of your different key stakeholders.

Administration

Partnering with NAPA IBS aligns your organization to Genuine Parts Company, our parent company, which is a Fortune 200 company with a long history financial strength, ethical practices, successful partnerships and customer care. With that kind of low-risk alliance, you can rest easy knowing that we have the experience and stability needed to perpetuate your good name with the work we do and keep all of your internal and community stakeholders happy.

Procurement

NAPA IBS helps simplify the procurement process drastically by consolidating all of your ordering to be through one supplier. This creates a streamlined purchasing system that aides cost control by using our national buying power to source parts at the best possible prices. We constantly monitor a vendor base of more than 1,300 manufacturers and dealers and make sure your costs stay within your budget. Furthermore, we own your entire inventory until you need it, reducing your inventory investment and freeing up budget space.

Fleet Management

Our number one mission in managing your maintenance operation's parts room is simple: to get you the parts you need when you need them. By putting our 20+ years of inventory management experience and proprietary tracking and reporting technology to work, we can have the right parts and quantities in stock, which keeps your technicians turning wrenches instead of waiting on parts and keeps your fleet units on the road instead of in the shop. Reducing downtime and increasing fill rates will keep your fleet operation running smoothly and efficiently.

In closing, NAPA Auto Parts is excited at the prospect of partnering with OSU Transportation Services Division. We hope after you review our proposal you will see the benefits of Genuine Parts Company/NAPA IBS as a strategic partner for many years to come.

Stu Kambury - Division Vice President

635 Freeport Parkway

Coppell, TX 75019

Phone# 214-414-1700



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Letter of Introduction | 1



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Business
Solutions®**

POWERED BY 

Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schleich
IBS Division Manager
956-832-2996

Oklahoma State University Transportation Services

OSUA&M-RFP-000177-2017

December 2, 2016

5.3.3 Statement of Project



Oklahoma State University
Stillwater, OK 74074
(405) 744-5984





STATEMENT OF PROJECT

Our understanding of this project is to provide a Vendor Managed Inventory (VMI) services to your Transportation Services operation. As an industry-leading provider of VMI services, NAPA Integrated Business Solutions will work to customize your on-site parts store and provide top-tier NAPA IBS staff members; 100 percent dedicated to the success of your business.

Through the provision of our services, our goals are to reduce your inventory and related expense by ensuring that we stock the right parts you need and that they are available on demand to keep your team working, not waiting. Partnering with NAPA IBS and allowing us to own and manage your inventory increases your cash flow, reducing your inventory investment, and allows you to only pay for parts when you actually use them. NAPA IBS consolidates all of your vendors into one source, doing all of the procurement work for you and we reduces your transaction costs by providing one clean and simple bill each month.

The intent of our proposal is to show your team that the Genuine Parts Company/NAPA Integrated Business Solutions – combined with NAPA’s distribution power and brick and mortar store network - is uniquely qualified to tackle the challenge of providing an efficient Vendor Managed Inventory (VMI) for your facilities. We feel our proposal balances the best mix of service for all just-in-time deliveries and the power of a strategically dedicated Vendor Managed Inventory service at your on-site locations.

Our proposal will focus on key differentiators that make Genuine Parts Company/NAPA Integrated Business Solutions (IBS) a great strategic supply chain partner:

- Transparent pricing with no hidden fees
- Options on Parts and Vendors
- Nationwide network access to over 1,300+ Non-NAPA vendors to ensure you have a basis of comparison on price, quality and service with other fleet organizations
- Strategic NAPA relationships with multiple OE and After-market vendors and suppliers within Local Proximity, Regional and Nationwide
- Exclusive on-site, on-line and product specific training for your technicians
- Dedicated Emergency Preparedness
- Fully Integrated Fleet Software Technology
- Long Standing Qualifications and Experience



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Statement of Project | 1



STATEMENT OF PROJECT

THE PROJECT

Our understanding of this project is that it is to provide Vendor Managed Inventory (VMI) services for your fleet operation. NAPA IBS has been providing these services for over 23 years and has seen tremendous success in reducing customer inventory investment, increasing shop productivity and efficiency, managing thousands of vendors and reducing our customers' overall budgets. These are core values for fleets wishing to outsource their parts procurement.

NAPA IBS understands the evaluation methodology for this RFP will be "Best Value" as defined in the terms and conditions. Following are the evaluation criteria that will be used for bids received in response to this solicitation:

1. Approach to Services

2. Vendor's Organization, Staff Qualifications and Relevant Experience

3. Fee Proposal

4. Reporting and Firm Resources



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Statement of Project | 2



STATEMENT OF PROJECT

THE STEPS

In order to achieve the above goals and meet your specific needs, NAPA IBS will accomplish a series of steps that will get you from your current state to a fully functioning and efficient VMI operation. The basic steps we will take are listed below and will all be detailed in the following pages of our RFP response.

Pre-Mobilization

① Inventory Review

- Inventory analysis
- Obsolete Inventory reduction planning
- Establish min/max parameters

② Vendor Analysis

- Establish preferred/required vendors
- Utilize IBS's national vendor programs
- Create strategic partnerships with minority vendors

③ Staffing & Training

- Staff selection
- Customer interviews and approval
- Online, off-site and on-site training

④ Technology Setup & Integration

- Point-of-Sale setup
- Savings, Tracking and Reporting System implementation
- Fleet software integration

Go Live

⑤ Go Live Transition

- Inventory purchase by NAPA IBS
- Line code entry into point-of-sale

⑥ Continuous Improvement & Review

- Inventory and service level monitoring
- Regular business reviews with management



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Statement of Project | 2



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Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schleich
IBS Division Manager
956-832-2996

Oklahoma State University Transportation Services

OSUA&M-RFP-000177-2017

December 2, 2016

5.3.4 Maintenance Summary



Oklahoma State University
Stillwater, OK 74074
(405) 744-5984



MAINTENANCE SUMMARY

This section provides a brief overview of NAPA IBS products and services. More detail included within this proposal.

The NAPA IBS solution centered on developing the best-in-class vendor management of parts through supply chain and warehousing strategies for our core government, airline ground support, school, transit, construction and fleet related business partners. Our objective is to remain the market leader in supply chain solutions for all the business segments we serve. We do this through consistent benchmark reporting, flexibility in our model, and transparency in the parts, supplies and services provided in our contracts.

NAPA IBS OVERVIEW

Our number one mission in managing your maintenance operation's parts room is simple: to get you the parts you need when you need them. We specialize in having the right parts and quantities in stock, which keeps your technicians turning wrenches instead of waiting on parts and keeps your fleet units on the road instead of in the shop. Reducing downtime and increasing fill rates will keep your fleet operation running smoothly and efficiently.

INVENTORY MANAGEMENT & APPLICABLE SYSTEMS

NAPA IBS will provide a customized manageable 'on-site' inventory to include both NAPA & Non-NAPA branded inventory, both in part number spread and depth to meet the needs of the OSU Transportation Services Department. NAPA will be responsible for stocking and managing vehicle replacement parts Storerooms at the vehicle maintenance facility.

Disbursement of Parts

NAPA IBS provides on-site counter service during normal working hours and at any time, part's supply services may be required. We will research parts submitted on University request forms and issue to your Fleet Management Software generated work orders. Any part not in current inventory will be located and expedited for quickest delivery time. University personnel will be required to sign invoice upon receipt of parts and supplies. Hot shot or emergency type items can be ordered through our network of retail parts facilities, Integrated Supply locations across the country and direct from NAPA's primary suppliers.

Inventory and Sourcing Strategy

NAPA will customize a manageable 'on-site' inventory to include both NAPA & Non-NAPA branded inventory, both in part number spread and depth to continue to meet the needs of the University. NAPA also understands your fleet of vehicles and recognize that most of our customers' fleets contain a very diverse fleet of vehicles and equipment, and we will go to any length to find the right part at the right price regardless of source, brand, or location. NAPA IBS will procure parts from salvage yards, auction, Web sites, and other unconventional sources to find parts that are no longer in production.

Core and Warranty Management

As an outsourced vendor managing hundreds, if not thousands, of vendors for a fleet operation, NAPA IBS accepts the responsibility to facilitate parts warranties and core returns.

Procurement Efficiencies

NAPA IBS helps simplify the procurement process drastically by consolidating all of your ordering to be through one supplier. This creates a streamlined purchasing system that aids cost control by using our national buying



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Maintenance Summary | 1

MAINTENANCE SUMMARY

power to source parts at the best possible prices.

Supplier Alliances

As an Industry Leading Vendor Managed Inventory Supplier, NAPA IBS has built strong supply chain relationships with multiple vendors across many different business platforms. The National, Regional, and Local synergies with the captive OE (original equipment) suppliers are key to the success of the NAPA IBS program.

NAPA will continue to support local vendor utilization to stimulate revenue and resources within the local community of small business suppliers. This is important to note for the following reasons:

- Reinforced buying power over our competitors
- Leverage buying power synergies with NAPA IBS suppliers
- During emergency situations where parts and supplies are critical to vehicle maintenance
- Local suppliers play an integral role in fulfilling OSU Transportation Services immediate needs.
- NAPA IBS is committed to supporting the local community in which we work to stimulate the local economy.

STAFFING

NAPA currently provides trained, knowledgeable and service oriented personnel to efficiently and effectively operate the entire parts room function as detailed. NAPA understands it is required to have someone available on-call to issue parts after normal hours for emergency vehicle repairs. The onsite team is supported by a local team having many years of experience in the industry and will be instrumental in transitioning and training all new team members going forward.

TRAINING

At NAPA, we are dedicated to continuously improving the knowledge and skills NAPA staff members and our customer's technician.

TECHNOLOGY RESOURCES

NAPA IBS will provide state of the art computer technology and software that is designed specifically for our VMI services.

Parts Information System

NAPA will use its own proprietary computer system to manage the NAPA parts room. The current "Total Automotive Management System" (TAMS) is in use in over 6,000 NAPA Auto Parts Stores and IBS operations.

Reporting / KPI's

In addition to being the Point-of-Sale interface TAMS allows NAPA IBS the ability to provide more than 280 detailed reports on inventory status, part orders, cost and savings, special orders and more.



NAPA Integrated Business Solutions' proprietary Savings Tracking and Reporting System (STARS) is one of the keystones of what differentiates us from our competition. STARS give our customers and our management team up-to-date reporting capabilities in all of the most critical factors and performance metrics for your business and ours.



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Maintenance Summary | 2

MAINTENANCE SUMMARY

Fleet Management Integration

NAPA IBS has the exclusive ability to fully integrate our proprietary point-of-sale system directly with your Management Software FASTER. Our integration capabilities benefit our customers by allowing them to electronically receive parts requests from an active work order and ensure that any part invoiced and tied to a specific work order.

VIEW “Virtual Inventory Exchange Warehouse”

VIEW is a powerful inventory management system designed with IBS locations just like yours in mind. View analyzes the complete inventory matrix of all IBS locations across the country. This will allow the user to perform price cost comparisons and stocking levels from like suppliers locally and in different regions verifying we are getting the best price locally, by taking advantage of the negotiation power NAPA IBS brings nationally.

The IBS group contains over 101 million dollars in inventory at any given time and the VIEW program allows this specialty inventory to be transferred between IBS locations and with a focus to eliminate excess / Non-productive inventory or locate items that may be on back order locally.

Mitchell-On Demand

“Mitchell ON-DEMAND” is a premier electronic repair information source in the automotive aftermarket. The University can have full access to Mitchell On-Demand through NAPA

ProLink Connectivity – Exclusive to NAPA

NAPA will provide any PC located in the University facilities access to NAPA ProLink – an internet-based tool to check inventory levels, costs, etc. on parts stocked in the on-site parts facility. Demo can be viewed at www.napaprolink.com.

FleetCross – Medium/Heavy Duty OE/Aftermarket E-Catalogs

For an additional fee, NAPA can provide the University operation with access to FleetCross on the web. (www.fleetcross.com). NAPA is under contract currently with FleetCross to provide our IBS facilities customized parts and service referencing systems for many OE vehicles, equipment, and parts.

MIC – Market Inventory Classification System – Exclusive to NAPA

A tool we use in our NAPA IBS facilities to list most vehicles in a fleet and find/stock all applicable replacement parts. This is a fantastic inventory tool to dial-in the right automotive inventory for the University.

Waste Disposal and Recycling Services

NAPA can facilitate third parties to handle any required disposal and/or recycling of waste products.

Material Safety Data Sheets

NAPA IBS utilizes the new Globally Harmonized System of Classification and Labeling of Chemicals (GHS). NAPA maintains MSDS or SDS sheets on all chemical and hazardous materials held in our onsite parts areas.

Hydraulic Hose Assembly

NAPA provides on-site Hydraulic Hose Assembly service to the customer during all hours of operation.

Emergency Services

NAPA understand that the needs of maintaining the University’s fleet cannot always be predicted and there will be off schedule needs and emergency situations.



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Maintenance Summary | 3



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Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schleichach
IBS Division Manager
(956) 832-2996

Oklahoma State University Transportation Services OSUA&M- RFP-000177-2017

December 02, 2016

5.3.5 Project Approach



Oklahoma State University

Stillwater, Oklahoma, 74074

(405) 744-5984





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IBS STORY

Through more than 23 years of experience providing inventory and supply chain management solutions and expanding our offerings, technologies, vendor base and expertise, NAPA IBS has identified a few key areas where our customers look for excellence in helping them improve their fleet maintenance operations.

Any time NAPA IBS partners with a new organization, our goal is to deliver best practices in each of the following areas in order to keep you running smoothly.

1 EXPERIENCED ON-SITE STAFF

- Local brick-and-mortar network of experienced parts people ready to work for you today
- Backup staffing available for you in the case of emergencies, sick days, vacation and turnover
- National network of 1,000+ trained IBS parts experts as available resources for your on-site team
- Online and on-site training provided for continuous development
- Onsite, local, regional and national support teams

2 INVENTORY BEST PRACTICES

- NAPA IBS takes on your inventory investment - reduced obsolescence
- Customer only pays for parts when they need them
- Quick credits on parts returns, cores and warranties
- Highest possible industry standard on-demand fill rates

3 NATIONAL PRICING LEVERAGE

- \$15 billion global buying power from a Fortune 200 company
- Transparent pricing model
- National 1,300+ vendor database gives you unmatched options

4 TRANSACTION EFFICIENCY

- All vendor purchases consolidated into one simple monthly bill
- Fleet software integration available so every invoice is attached to a specific work order and fleet unit
- Best-in-class IT solutions reduce your administrative time and paperwork

5 SHOP PRODUCTIVITY

- Exclusive Inventory tracking systems helps keep your stock levels optimized
- Faster parts availability means more efficient technicians = less vehicle downtime
- Regular best business practice reviews to make sure your priorities are met
- Proprietary savings tracking, reporting and point-of-sale systems

23+ YEARS

380+ IBS LOCATIONS

PROVEN TRACK RECORD

BEST PRACTICES



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IBS Story | 3

IBS DIFFERENTIATORS

Through 90 years of providing parts, supplies and services to government and private operations, NAPA has continued to perfect its solutions by identifying and establishing industry best practices. In our efforts to be on the cutting edge and respond to new and changing customer needs, technologies and operational methods, certain best practices have emerged as being the most influential in truly taking care of fleet customers above all else. These best practices have been established not just by NAPA, but by the 100 Best Fleets, Government fleet publications and officials and other industry leaders. Below are a few of the biggest:

Industry Best Practice		What to Avoid
<p>Transparent Pricing with No Hidden Fees</p>	<p>NAPA IBS charges you at actual, transparent cost so you, your government and your community know exactly where your budget dollars are going. It also means that if you adjust your needs, you can lower your cost too.</p>	<p>Inflexible, fixed charges with hidden overhead, profit and other costs built in that you will never know about.</p>
<p>Options on Parts and Vendors</p>	<p>NAPA IBS provides access to thousands of local and national OE vendors so you can get the best price possible. We also provide alternative aftermarket options with the power of the NAPA brand at prices that no one else can compete with.</p>	<p>Outsourcing to an outsourcer who has no choice but to mark up parts to you that have already been significantly marked up by their suppliers and who can't offer alternative solutions if you should desire them.</p>
<p>Dedicated Emergency Preparedness</p>	<p>With a distribution infrastructure of more than 6,000 brick and mortar stores and more than 35,000 real, current employees in our network, NAPA is prepared to serve you with parts, staffing, IT and shipping in any situation from blizzards to tornadoes to power outages. We also have trained people ready to go in the case of employee vacations, sick days or turnover.</p>	<p>Relying on partners with no local presence or current parts employees to be there for you when you need them most.</p>

Continued on Next Page



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IBS DIFFERENTIATORS

Industry Best Practice		What to Avoid
<p>Fully Integrated Fleet Software Technology</p>	<p>NAPA constantly invests in the best and latest technologies to better support our customers. Our IT team will fully integrate our proprietary point-of-sale system with your fleet management software to provide you with real-time inventory, invoice and work order information so you can be sure your operation is running perfectly.</p>	<p>Partial integration, or data dumps that require your administrators to load data files into your system once per day and don't provide the most accurate or up-to-date information.</p>
<p>Experience is King</p>	<p>NAPA IBS has more than 350 locations doing exactly what you do and we manage more inventory than anyone else. Our company has been in business for 90 years and has the financial stability and backing of a Fortune 200 parent company to ensure our customers are always taken care of.</p>	<p>Companies who claim to be in the VMI business but only have a handful of locations or fewer. Partners who don't have reliable financial strength or a national brick and mortar infrastructure.</p>



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PARTS SUPPLY CHAIN STRATEGY - WHAT SUCCESS LOOKS LIKE

There are a lot of things to expect when you partner with NAPA IBS and we will do everything we can through our experience and preparation to meet those expectations. While we go to great lengths to track, measure and report on all of the things that you decide are important, we have a longstanding track record of key performance indicators and industry best practices to measure a successful parts supply chain program.

Key Performance Indicators

1. Cost Improvements
2. Time Savings
3. Productivity Increases
4. Inventory Streamlining

Each of the above elements has tangible components that we look for in determining our success. The goals of a NAPA IBS parts supply chain partnership include:

TIME SAVINGS

- Reduced Admin Time
- Less Purchasing / Contract Maintenance Work



COST IMPROVEMENTS

- Reduced Operational Cost
- Lower Parts Cost
- Leverage Supplier Buying Power



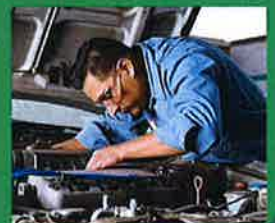
INVENTORY STREAMLINING

- Reduced Inventory
- Less Obsolescence



PRODUCTIVITY INCREASES

- Technician Productivity
- Improved Fill Rates
- Backup Staffing



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Parts Supply Chain Strategy - What Success Looks Like | 6

KEY PERFORMANCE INDICATORS

ESTABLISHING KEY PERFORMANCE INDICATORS

Key Performance Indicators (KPIs) will be the major metrics and goals against which IBS performance is measured. While KPIs are organic and may change over time as we continue to optimize our solution, establishing strong goals before implementation, or even before a contract, will help IBS and our customer stay on the same page and track what is working and what needs improvement. Based on our operations of more than 350 IBS stores, we have found that some of the most common KPIs fall into three categories that we recommend monitoring initially:

1 Operational (People) KPIs

- Customer Satisfaction
- Invoices Processed per Hour

2 Parts KPIs

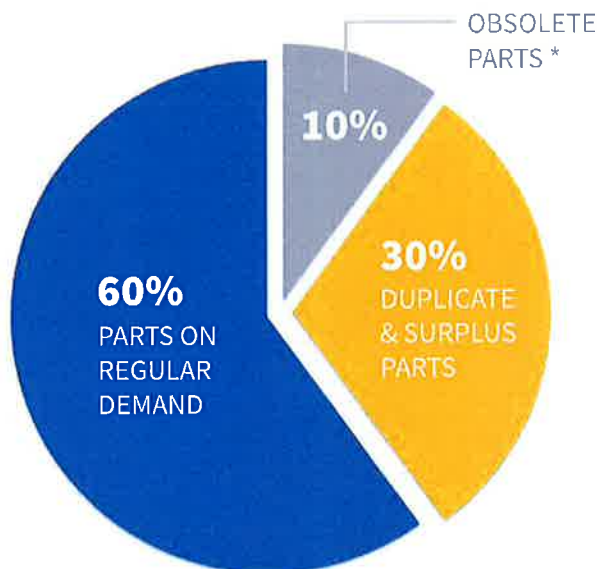
- Price Comparisons
- Warranties
- Obsolete, Duplicate & Surplus Parts Investment Reductions
- Inventory Turnover

3 Service KPIs

- Fill Rates
- Down Vehicle Rates
- Special Order Fulfillment

DISTRIBUTION OF PARTS

In a typical fleet maintenance parts room, we tend to find the following distribution of parts inventory investment. Through thoughtful establishment and accurate measuring of KPIs, we can shift your inventory to only include the parts you really need.



* Obsolete Parts are those parts which are no longer usable or preferred on your current fleet vehicles

TRACKING KEY PERFORMANCE INDICATORS

Most of our most common KPIs and goals can be tracked through our proprietary **Savings Tracking and Reporting System (STARS)**, which is explained in further detail in this response. The system produces on-demand daily and monthly reports to help both parties monitor and assess the performance of the IBS store. Should the customer request KPI tracking that is outside of the current capabilities of **STARS**, our on-site and management teams will work with them to implement a system to monitor what is most important.

In your RFP, you requested the following tracking metrics, which we can provide using our STARS system:

ENTER KPI	ENTER KPI
ENTER KPI	
ENTER KPI	



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Key Performance Indicators | 7



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5.2 Response to Scope of Work



SCOPE OF WORK

1.2. SCOPE OF WORK

The following section responds to specific sections in the RFP. In addition, you will find supplemental and/or comprehensive information detailed throughout the response.

1.2.1. General Contractor Information

NAPA Integrated Business Solutions proposes to provide an efficient and effective “On-Site” Parts Operation for Vehicle & Equipment Maintenance Department for the Oklahoma State University and within the confines of the Fleet Maintenance Division.

As an industry-leading provider of Vendor Managed Inventory (“VMI”) services, NAPA Integrated Business Solutions (“IBS”) will work with The University Vehicle Maintenance Division to customize its on-site parts store and provide top-tier NAPA IBS staff members who are dedicated to accomplishing the goals and objectives outlined in the RFP.

Through the provision of our services, our goals are to reduce your inventory and related expense by ensuring that we stock the right parts you need and that they are available on demand to keep your team working, not waiting. Partnering with NAPA IBS and allowing us to own and manage your inventory increases your cash flow, reducing your inventory investment, and allows you to only pay for parts when you actually use them. NAPA IBS consolidates all of your vendors into one source, doing all of the procurement work for you and we reduces your transaction costs by providing one clean and simple bill each month.

Dedicated Emergency Preparedness

With a distribution infrastructure of more than 6,000 brick and mortar stores and more than 35,000 real, current employees in our network, NAPA is prepared to serve the University with parts, staffing, IT and shipping in any situation from blizzards to tornadoes to power outages. NAPA also has trained local people ready to go in the case of employee vacations, sick days or turnover. Do not rely on partners with no local presence or current parts employees to be there for the University when the University needs them most.

1.2.2. General Parts Information

NAPA agrees to provide stock and non-stock O.E. equipment parts, supplies and equipment or NAPA aftermarket items in equal or higher quality, as set forth in the RFP. NAPA agrees to allow the University to inspect the quality of materials, supplies and equipment proposed to be furnished. We understand the University reserves the right to reject any item(s) that do not meet O.E. specifications and reserves the right to purchase parts and supplies that cannot be provide in the time frames specified. NAPA IBS understands and agrees that the University reserves the right to procure parts directly from any commercial vendor or shop that is performing repairs on equipment belonging to the University. We agree to continue to provide NAPA branded parts as first choice for aftermarket replacement parts but will continue to fulfill any requests for brand preference and/or service providers that the University deems necessary. All parts and supplies will meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standards whenever possible. NAPA has a reputation of having quality parts and we can assure you all NAPA branded parts and supplies meet or exceed OE specifications as outlined in the RFP.



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Scope of Work | 9

SCOPE OF WORK

1.2.3. Contractor Requirements

NAPA IBS has access to and control over sufficient inventory to meet The University's parts requirements. This inventory consists of Non-NAPA (O.E.M.) and NAPA branded parts and is made available through On-site, Local, Regional, and National GPC / OEM managed inventories.

National Distribution Resources

NAPA manages the area's largest inventory of automotive and heavy-duty replacement parts, paint, supplies, and equipment in the industry. The Automotive Parts Group, the largest division of GPC, distributes automotive replacement parts, accessories and service items throughout North America.

THE GROUP OPERATES (In the U.S.):

- 58 NAPA Distribution Centers
- 4 Balkamp Distribution Centers
- 23 Traction Heavy Duty Parts stores
- 3 Rayloc Facilities
- 2 Altrom Import Parts Distribution Centers
- 1 TW Heavy Vehicle Parts Distribution Center
- 1,000 Company Owned NAPA AUTO PARTS stores
- 4,800 Independently Owned NAPA AUTO PARTS stores
- Over 370 NAPA IBS operations across the country

Heavy Duty Products:

The Company's Heavy Vehicle Parts Group operates as TW Distribution, and offers hundreds of new replacement parts for the Heavy Duty Truck Industry. They have a large warehouse located in Atlanta, Georgia, and serve 23 Traction Heavy Duty parts stores throughout the United States. This group distributes heavy vehicle parts through the NAPA system and direct ships to small fleet owners and operators.

Industrial Products:

The Industrial Parts Group offers access to more than 4.8 million industrial replacement parts and related supplies and serves over 150,000 MRO and OEM customers throughout North America and in all types of industries. These include the food and beverage, forest products, primary metal, pulp and paper, mining, automotive, oil and gas, petrochemical and pharmaceutical industries. Strategically targeted specialty industries include power generation, wastewater treatment facilities, wind power generation, solar power, government projects, pipelines, railroads and ports, among others.



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Scope of Work | 10

SCOPE OF WORK

Regional and Local Distribution Resources

Daily stock replenishment of NAPA Branded products will be provided to the University by our NAPA Distribution Center located at 301 East Memorial Rd. Oklahoma University, Oklahoma 73114, which carries automotive, heavy duty and industrial inventory with an additional availability from 26 company owned local stores and IBS locations. In addition, the NAPA Oklahoma City DC is supported nightly by six other DC Operations and seventy (70) plus IBS Operations within our region for backorder fill support on NAPA and Non-Napa Branded products.

- 70 plus Regional IBS Operations
- Dallas, TX
- Houston, TX
- Kansas City
- Little Rock, AR
- San Antonio, TX
- Omaha, NE

Onsite Operations

NAPA will customize a manageable 'on-site' inventory to include both NAPA & Non-NAPA branded inventory. We agree to work with the University to mutually establish proper inventory levels on a monthly basis and as needed. By evaluating and comparing the historic usage with the University's current fleet requirements.

Inventory Performance Criteria

NAPA agrees to customize the 'on-site' inventory (NAPA & Non-NAPA inventory); both in part number spread and depth to fit the needs of the University. NAPA will provide 85% of the parts required on demand, 90% parts turnaround within 24 hours, NAPA will notify the University of any item(s) NAPA is not able to obtain in an acceptable time- frame for the University to consider alternate options, if necessary.

NAPA understands that not all fleet vehicles & equipment and required service expectations are the same. Therefore, NAPA wishes to work with the University to further define and establish the performance criteria expectations and reporting process. The plan would be to work with the Fleet management team to define target part categories centered on the key focus areas that are important to you. Once we define these goals, we will establish proper replenishment perimeters to meet the inventory performance criteria as outlined above.



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Scope of Work | 11

SCOPE OF WORK

The search for the University's parts is not limited to NAPA IBS on site staff, but rather, we have numerous resources in support across the country who are adept at finding anything that University may require.

To further illustrate, the team we assemble for the University can simply call one of our site managers with varying skillsets or in a number of cases they simply send an email to our national support team and it gets sent to all 370 plus sites across the country.

In addition, NAPA IBS employs an extensive network of Subject Experts available to the University on request. NAPA recruits personnel through strict employment qualifications designed to identify candidates with in-depth experience. As an example, Kevin Hickey at the City of Denton has a combined 40 years of hands-on experience in the Municipal Fleet Repair and Part Management Operations. NAPA IBS requires each of these candidates to complete additional NAPA Training & ASE Certification. The below list will provide a detailed listing of the additional benefits provided:

- Seasoned employees who are knowledgeable and well versed in fleet dynamics; ready and willing to assist you in finding solutions to your parts needs.
- Established supplier relationships that provide greater part discounts, quality customer service, and alternative parts applications.
- Employees capable of providing expertise in multiple fleet categories of fleet applications

The below grid reflects regional support resources available to the on-site team assembled for the University. However, this not a comprehensive list as there are over 1,000 individuals across the country. Included in the grid are the name of the individuals, the IBS operation and specific areas of expertise. We understand not all these vehicle categories apply to the Universities fleet of vehicles, but feel it's important to communicate the diversity we possess.

Support Personnel Name	NAPA IBS Operation	Police Vehicles	Emergency	Fire Apparatus	Refuge/ Solid	Parks & Recreation	Public Works	Transit Busses	Airport facilities / GSE
Misty Petrucci	Oklahoma University	X	X		X	X	X	X	
BJ Jones	City of Denton	X				X	X	X	
Jarod Cunniff	City of Ft Worth					X	X	X	
Ally Gonzalez	City of Garland	X	X	X	X	X	X	X	
Eddie Marstaller	Southwest Airlines								X
Jim Clark	City of Oklahoma					X	X	X	
Jeff Hines	City of Norman	X	X	X	X				
Richard Husted	Tinker – Airforce	X	X						X



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SCOPE OF WORK

These and others resources will be available as needed; including but not limited to part availability, part options and/or product fit, form, and function challenges.

Specialized Experience – Product Categories

In addition and as a result to our specialized experience with fleet vehicles as referenced above we have gained experience with identifying and managing specific product categories that are applicable to the University's Fleet.

Expertise with Oklahoma State University current fleet of vehicles

We understand (listed below) the requirements specific to the fleet of vehicles that the University currently manages.

- Sedans
- Police Cars
- Light Trucks & Vans
- Medium Dump Trucks
- Transit Buses
- Charter Buses
- Generators

This is very similar to our IBS located at Oklahoma University (OU). Oklahoma University currently maintains a large fleet of 800 plus vehicles to include automotive, Handicap Buses, ATV's, Trollies, Golf Carts, Tractors, Sweepers, Heavy Duty Vehicles, Refuge Trucks, and Ambulances. Due to the size and variation of its fleet, the University relies heavily on many of NAPA's current vendor relationships such as Crane Carrier, New Flyer, Blue Bird, NABI, Daimler, National Bus, Chevrolet, Orion and Gillig.

Product Lines Managed and/or Stocked			
New Flyer	Whelen	Gillig	GM
Crane Carrier	GT Distributors	Federal Signal	Frazier Ambulance
Damlier	McNeilus	DaDee	Stepp Equipment
NABI	Equipment Southwest	John Deere	TORO
Blue Bird	Grasshopper	Club Car	Bush Wacker
Gillig	Stihl	Aljon	Caterpillar
Orion	New Holland	Volvo	JCB
Prevost Busses	Oshkosh	Bobcat	Wheel Coach
TUG	Charlotte	Harlan	Tandem
Keystone	Global	Premier	Phoenix Metals
Siddons-Martin Emergency Group	E-ONE Emergency Vehicles and Rescue Trucks	Many Plow and MotorGrader Vendors	Ferrara Fire Apparatus



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We have been partners with OU since 2009 and have developed efficient on-hand inventory along with relationships with specific and specialized suppliers.

This information is relevant to the vehicle fleet of the University. NAPA's on-site representatives strive to identify each suppliers' resources and manage them directly to influence inventory availability. As an alternative to the OE Market, NAPA IBS specializes in understanding part specifications and finding "Apples to Apples" alternatives that meet and exceed service standards. NAPA IBS and the University working together to identify key product lines will drive down costs, increase service, and greatly improve our product line availability; leading to a complete and efficient VMI.

The below grid represents few suppliers and product lines managed and/or stocked by NAPA IBS locations within the region and nationwide.

- A) NAPA will customized a manageable 'on-site' inventory to include both NAPA & Non-NAPA branded inventory, both in part number spread and depth to continue to meet the needs of the University. All hydraulic equipment, components, and parts will meet JIC and SAE specifications. NAPA agrees to allow the University to inspect the quality of materials, supplies and equipment proposed to be furnished. We understand the University reserves the right to reject any item(s) that do not meet O.E. specifications. NAPA also understands and agrees to purchase and remain owners of all part inventories until issued to the University. NAPA will notify the University of any Item we are not able to obtain in an acceptable time frame. NAPA will not be held liable for any item it is unable to obtain, or be liable for items obtained by the University that fail to perform satisfactorily. The University shall use NAPA as its Primary Supplier of the Inventory under this Agreement.

The University reserves the right to purchase parts and /or services from other sources if NAPA cannot obtain the desired part(s) by the next business day following the request and in emergency situations, to procure parts immediately, if NAPA cannot supply the part(s) in an acceptable time frame.

- i. NAPA IBS will not issue any item(s) to any University Personnel without proper work order requisition. A receipt will be given containing specific information with the delivered items. A second receipt will be given to the Vehicle Maintenance administrative section.

The invoice generated through NAPA's TAMS computer will have specific information on each invoice. The invoice will show part number, quantities, description of item(s) or service, price of each item or service, invoice number, date, time of transaction, P.O. or requisition number, equipment number, and receiving employee of the University will be required to sign each invoice. NAPA then agrees to provide a detailed receipt to the Fleet Records Clerk for each work order requisition.



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- B) A separate account will be provided for each University Department utilizing the on-site parts facility.
- i. The receipt shall contain specific tracking information, i.e., equipment number, reference number, receiving employee name, parts, quantities, parts number, and alpha description, price detail, and other data deemed necessary for accounting tracking. A duplicate of each transaction shall be provided with the billing for verification.
- C) NAPA shall maintain warranty records of items sold to the University and issue any credits, including labor and parts, due the University that are covered under the warranties approved by the manufacturers.
- i. All items will include full manufacturer's warranties and guarantees. On-site replacement for defective, inferior or non-fit items will be guaranteed.
- D) NAPA will use its own proprietary computer system to manage the NAPA parts room at the University. The Total Automotive Management System (TAMS) is in use in over 6,000 NAPA Auto Parts stores and IBS operations. The TAMS system is designed and developed by Genuine Parts Company exclusively for the NAPA Auto Part Stores. The TAMS system operates on a PC hardware platform provided by Dell. The system uses the industry standard Solaris Operating System developed by Sun Microsystems. The current system in place will remain with 1 Solaris Server, 1 PC workstation and a minimum of 1 laser printer. The TAMS system provides a complete POS, NAPA Parts Catalog, Inventory Control & Replenishment and Reporting software solution to the NAPA employee. In addition, the TAMS system will be attached to the NAPA Wide-Area-Network providing the NAPA employee to access to the inventory in every GPC Owned NAPA Distribution Center as well as filtered internet connectivity to outside parts vendors. The following is a list of basic functionality;
- Invoicing
 - Cataloging
 - Master Interchange
 - Inventory Control
 - Custom pricing
 - Inventory stocking information
 - Inventory on order information
 - Inventory on backorder information
 - Lost sales reports and analysis
 - Automatic inventory min/max review
 - Inventory cost
 - Ability to check inventory levels and order from any NAPA Distribution Centers across the country
 - Numerous accounting and sales/Inventory reports available daily and monthly as requested



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SCOPE OF WORK

NAPA IBS has a wide range of reporting capabilities and will provide the University the requested reports on a daily, weekly, and monthly basis.

- E) NAPA IBS will provide sufficiently trained, knowledgeable and service oriented personnel to efficiently and effectively operate the total parts function as detailed. All NAPA employees are required to be ASE certified parts technicians. Provisions for staffing not only during normal working hours but also during times of emergency, vacation and sick leave will be provided. NAPA will be responsible for the hiring, staffing, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. NAPA will be responsible for all wages, taxes, fringe benefits and training of these employees.
 - i. NAPA IBS agrees to involve the University in the selection of mutually acceptable on-site management staff and personnel, with the provision that we may have to make temporary substitutions until such mutually agreed management staff can be located. NAPA agrees to discuss with and/or discipline an employee for violations of law or policy, but cannot agree to discipline an employee based on the lower standard that conduct is “deemed detrimental” by the University. In the case that the University is concerned about the detrimental effects of an employee’s actions, NAPA will work in good faith with the University to resolve the problem. If NAPA and the University fail to mutually resolve a personnel issue after good faith attempt to do so, NAPA and the University agrees to mediation of the dispute utilizing the services of a mediator mutually agreed to by both parties.
- F) NAPA understands the University will provide adequate and secure operations and storage area to the contractor free of charge. This will include heat, electricity, water, desks, phone service, terminals and printers for the University’s computer system, restroom and other such facilities and services that may be mutually agreeable.
 - i. NAPA agrees to provide specialized equipment requested in this section. NAPA will provide a TAMS computer. This computer will remain the property of NAPA in the event of termination of this contract. This computer will perform complete inventory control and invoicing functions as described below, as well as cataloging, part number interchanges, and providing daily and monthly-preformatted reports. Each system would have printers and CRT’s as needed.
 - ii. Any required changes in the physical layout of the parts room will be mutually agreed on.
- G) University employees, or other individuals, or private enterprises will NOT be allowed to purchase parts and supplies from the on-site parts operation for personal use. Cash transactions will not be allowed under any circumstances.



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SCOPE OF WORK

- H) NAPA IBS shall continue to exercise total control over and responsibility for the facility. No one may enter the facility without the permission of NAPA's management personnel. Should the University retain access to the general area for routine maintenance and emergency repairs on the building or the building systems, weekly inventory counts will be conducted, and any missing and/or damaged parts will be invoiced to the University pursuant to the compensation provisions set forth in Successful Proposer's response. NAPA will be granted access to the facility during non-operational hours whenever necessary to perform such activities that cannot be done during operational hours.
- I) NAPA will be responsible for all costs associated with providing inventory, pickup/delivery, personnel and administrative overhead to operate the facility. NAPA will define the cost accounting methodology to be used to recover these costs and we reference these details outlining our methodology in our cost proposal section in this bid packet. Upon request, NAPA will provide the University with current verifiable price schedules of parts/supplies purchased during the contract period.
- J) NAPA Customer Training (See Comprehensive Training Manual in the Appendix Section) NAPA will facilitate the availability of an annual average of 24-hours of training to the University employees. This shall include, but not be limited to, classroom and hands-on programs provided by Factory Trainers, Manufacturer/Supplier representatives, and supplied by Third party trainers, On-line self-study, DVD/VHS training programs, printed self-study guides and technical service publications. Topics covered may include on-the-job training topics, new and/or current product updates, new procedures, TSB and tech tips and ASE Certifications. The cost of training is a key factor in any operating budget. The cost, if any, for such training will be mutually agreed upon between University and NAPA prior to any commitments.
- Choose from over 100 e-learning courses on the hottest subjects.
 - Prepare for ASE exams like a pro using our ASE on-line test preparation courses (A1-A8 NEW B2-B6 C1, L1, P2, T1-T8, X1). All available in English and Spanish except the B and the T series are in English only.
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 - The availability of trained national, regional, and local factory representatives who can offer personal service and assistance as needed.
 - Classroom, hands-on, and self-study through our manufacturers' representatives and factory training instructors.



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Scope of Work | 17



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Pre-Operation Mobilization



PROJECT SUMMARY

THE STEPS

In order to achieve the above goals and meet your specific needs, NAPA IBS will accomplish a series of steps that will get you from your current state to a fully functioning and efficient VMI operation. The basic steps we will take are listed below and will all be detailed in the following pages of our RFP response.

Pre-Mobilization

1 Inventory Review

- Inventory analysis
- Obsolete Inventory reduction planning
- Establish min/max parameters

2 Vendor Analysis

- Establish preferred/required vendors
- Utilize IBS's national vendor programs
- Create strategic partnerships with minority vendors

3 Staffing & Training

- Staff selection
- Customer interviews and approval
- Online, off-site and on-site training

4 Technology Setup & Integration

- Point-of-Sale setup
- Savings, Tracking and Reporting System implementation
- Fleet software integration

Go Live

5 Go Live Transition

- Inventory purchase by NAPA IBS
- Line code entry into point-of-sale

6 Continuous Improvement & Review

- Inventory and service level monitoring
- Regular business reviews with management



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Project Summary | 19



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Inventory Management



INVENTORY PLAN

In order to convert your parts storage facility to a NAPA IBS store, we will use our local and regional management and operations resources to provide our customer with a smooth transition and the customer will bear no portion of our implementation costs. IBS's inventory transfer and management plan will be address in five stages: Preparation, Transition, Finalization, Ongoing Management and Tools & Reporting. Once a contract is fully executed, we will begin implementation of the five stages, bringing IBS into full operation of the parts and supply service operation. Below are the steps we will take in each of the implementation stages.

60 Days	PREPARATION <ul style="list-style-type: none">• Identify inventory team to manage the project• Obtain inventory usage and fleet info from customer• Analyze data to build startup inventory	
45 Days	TRANSITION <ul style="list-style-type: none">• Present inventory findings and suggested inventory plan• Mutually agree on inventory plan / vendor strategy• Implement structural/shelving/storage additions or changes based on projected inventory level changes	
30 Days	FINALIZATION <ul style="list-style-type: none">• Review billing best practices with customer team• Load inventory line codes into IBS point-of-sale system• Test fleet software integration• Conduct on-site training• Barcode all existing product under NAPA management	
1 Day	PROJECT LAUNCH <ul style="list-style-type: none">• Perform physical inventory of all existing products in customer's ownership• Mutual Inventory Sign Off between IBS and customer• Transition inventory to IBS management	
Ongoing	TOOLS & REPORTING <ul style="list-style-type: none">• Deliver key reports on inventory turnover, special orders, inventory performance, min/max reviews, fill rates• STARS tracking of IBS store overall performance, customer savings and other KPIs• Conduct regular business reviews to measure customer satisfaction	



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FILL RATE MEASUREMENT

One of many trademarks of the NAPA Integrated Business Solutions program for fleet and warehouse operations is our ability to track and report regular parts fill rates on the parts and supplies we maintain for fleet operations. In fact, we believe in fill rate requirements so much that we make it a requirement in our IBS contract. This allows us to give our operations a daily report card in fill rate activity, the real measurement of our program. By tracking every transaction and being integrated into the operation, we can provide valuable information to our fleet IBS customers on the status requests for parts.

What is Fill Rate?

At NAPA, we define fill rate as the number of parts supplied over the counter in a given time period divided by the total number of parts ordered in that same period.

On-Demand Parts Supplied: 45 SKUs
Total Parts Ordered: 48 SKUs

Daily Fill Rate 94%

What is On Demand?

To us, on demand means parts that are stocked on site and are issued to the customer across the counter right at the time of order. Parts ordered that are not available “on demand” are ordered by IBS staff from key vendors and are generally filled within 24 hours.

With the wide range of fleets we service, NAPA IBS supports different fill rate requirements in each contract. The IBS standard, after initial mobilization, inventory and vendor agreements, service changes and integration, is to achieve 90 percent fill rates for on-demand, standard-use items within a specified fill rate timeframe based on the customer. From our experience, there will always be non-standard parts requests - some special orders, some new product sourcing, and some special build requests - that are not able to be filled on demand. NAPA IBS sites work with customers in the first weeks of an operation to analyze current inventory and purchase history to build and invest in a model to hit the customer’s productivity goals. Within the first 120 days of operation, depending on differing scope and inventory needs, we are usually able to deliver 80 percent of all parts requests on demand as we work through prior fleet data, current inventory, and vendor selection in the new project. Within the first 6 to 12 months of operation we target a 90 percent plus fill rate on demand.



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Fill Rate | 22

VIRTUAL INVENTORY EXCHANGE WAREHOUSE



The Future of Inventory Optimization and IBS Business Innovation is here.

The ability to clearly see the parts exchange opportunities that will transform surplus inventory into a multimillion dollar marketplace is now at the fingertips of IBS locations within a simple, intuitive and expedient platform.



Complete Inventory Data
All inventory in the IBS network at your fingertips and updated daily



Targeted Inventory Search
Run detailed searches to find the exact parts you need.



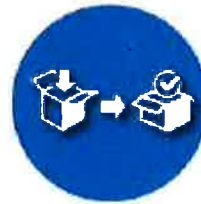
Surplus Inventory Identification
Quickly see the surplus inventory you can provide to other locations in need.



Inventory Monitoring
Easily review your ratio of fresh vs. surplus inventory to manage your stock.



Transfer Opportunities
VIEW proactively shows you opportunities for transfer deals with other locations



Transfer Progress
Keep track of all transfers with an easy to use transfer timeline and status updates



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Virtual Inventory Exchange Warehouse | 23

VIRTUAL INVENTORY EXCHANGE WAREHOUSE



With IBS VIEW, you have the power to control and transfer inventory items that you no longer need to other locations, as well as search their inventories for those hard-to-find items that you need right away. NAPA's innovative and proprietary technology allows all of this to happen with just a couple clicks, right from your parts counter.

Search for inventory and create transfer requests

The screenshot displays the IBS VIEW web application interface. At the top, there's a navigation menu with options like 'Home', 'Transfer Search Results', 'Account Settings', 'Inventory Alerts', 'History', and 'Account'. Below this is a 'Search Criteria' section with several filters: 'Part Item' (set to 'SOI/FW/MS/DA/SA/SL'), 'Part No.' (set to 'DA00000'), 'Part No.' (set to 'ALL'), 'Table' (set to 'DA00000'), and 'Table Description' (set to 'FWD'). A 'Search Inventory' button is prominently displayed in green. Below the search criteria is a 'Search Results' table with columns for 'Part No.', 'Table Description', 'Part Description', 'Quantity', 'Unit Cost', and 'Copy Date'. The table lists various part numbers and descriptions, such as 'DA00000 - FWD Drive Shaft (2.0L 4-Cyl)', 'DA00000 - FWD Drive Shaft (2.4L 4-Cyl)', and 'DA00000 - FWD Drive Shaft (3.0L 4-Cyl)'. Each row includes a checkbox for selection and a green 'Create Transfer' button.

Part No.	Table Description	Part Description	Quantity	Unit Cost	Copy Date
<input type="checkbox"/>	DA00000	FWD Drive Shaft (2.0L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (2.4L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (3.0L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (3.5L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (4.0L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (4.5L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (5.0L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (5.5L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (6.0L 4-Cyl)	30	10.00	10.00
<input type="checkbox"/>	DA00000	FWD Drive Shaft (6.5L 4-Cyl)	30	10.00	10.00



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Virtual Inventory Exchange Warehouse | 24

VIRTUAL INVENTORY EXCHANGE WAREHOUSE



Manage parts and shipping details

The screenshot displays the VIEW web application interface. At the top, there is a navigation menu with options like 'Home', 'Inventory Management', 'Transfer Administration', 'Credit Management', 'Reports', and 'Admin'. Below the navigation is a dashboard with several key sections:

- Navigation Icons:** A row of five icons representing different functions: Add (+), Ship (ship icon), Inventory (warehouse icon), Transfer (truck icon), and Credit (credit card icon).
- Shipping Info:** A summary box showing 'Ship to: Oklahoma State University' and 'Ship from: Oklahoma State University'.
- Credit Summary:** A table with columns for Item, Date, and Amount. It lists items like 'Transfer credit', 'Shipping Discounts', and 'Inventory credit'.
- Payment Status:** A summary box showing 'Order: 10000', 'Ship date: 10/01/10', 'Ship cost: 0.00', and 'Inventory: 100000000'.
- Table:** A table with columns: Item, Label, Part Number, Part Description, Quantity, Unit Cost, Unit Price, and Amount. It lists three items with their respective details.

Item	Label	Part Number	Part Description	Quantity	Unit Cost	Unit Price	Amount
10000	10000	10000	10000	100	10.00	10.00	1000.00
10000	10000	10000	10000	100	10.00	10.00	1000.00
10000	10000	10000	10000	100	10.00	10.00	1000.00



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VIRTUAL INVENTORY EXCHANGE WAREHOUSE



Monitor transfers in progress

The screenshot displays a web application interface for monitoring transfers. It features a browser window with the address bar showing 'http://www.viewinventory.com' and the page title 'Transfer Status Dashboard'. The interface includes a menu bar (File, Edit, View, Favorites, Tools, Help) and a navigation pane with options like Home, My Home, Search and Filter, Account Information, Account Activity, Reports, and Settings. The main content area is divided into three sections:

- Submittals in Progress:** A table with 10 rows, each representing a transfer. Columns include ID, Creation, Last Update, Shipping Location, Receiving Location, and Ship Date. The 'Creation' and 'Last Update' columns show timestamps like '1/13/2016 10:52:09 AM'.
- Ready to Ship:** A smaller table with 1 row, showing a transfer that is ready to be shipped.
- Shipped:** A table with 6 rows, showing completed transfers. The 'Creation' and 'Last Update' columns show timestamps like '1/13/2016 10:52:09 AM'.



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Vendor Strategy



SUPPLIER MANAGEMENT

NAPA IBS brings a wide array of experience and best practices to the table from our work with fleet operations just like yours across the country. When selecting the suppliers we use in your specific project, we start with a clean slate and consider all suppliers equal and select the ones that are best for you, regardless of brand.

NAPA IBS mutually works with the customer's purchasing and fleet departments to select a list of key suppliers to meet with regarding pricing and supply terms for the project. This will consist of current fleet suppliers and new fleet suppliers. Once a list has been determined, the NAPA IBS management team will organize a summit conference with all suppliers to narrow the options down to the suppliers who will contribute the most value to your operation. The first step in this process is our Supplier Introductory Letter, communicating our new presence in your facility to your existing suppliers. A sample of this letter can be found on the final page of this section of our response.

EVALUATION APPROACH OF SUPPLIERS

With the current number of customers utilizing the IBS program from NAPA IBS, we take our job very seriously on evaluating the suppliers we use to serve our IBS contracts. As a result, we have strict criteria for any parts or supplies vendors who supply parts through our IBS services, including :

- ✓ Sale/Inventory Support - adaptable to changes or special requirements
- ✓ Pricing Support - pricing shall be competitive with the industry standard
- ✓ General Services
- ✓ Offering of Clinics or Technical Information
- ✓ Effective Cataloging
- ✓ Communication/Responsiveness
- ✓ Shipping performance and turnaround time from vendor to our customer site
- ✓ Order fill rate on special orders and stock replenishment orders
- ✓ Warranty, core, and returns procedures
- ✓ Product Quality - understand the unique aspects of IBS as it relates to specification and quality control within our customers fleets
- ✓ Electronic Ordering Capabilities
- ✓ OE and Aftermarket Product Options

Local Business Enterprise :

Every year our IBS sites spend millions of dollars with local, small and diverse business entities to support the customers we serve. NAPA IBS agrees to work with the customer to meet and exceed small business and diverse business spend goals. In addition, our IBS services include documentation and reporting of all small business and diverse business spends, as the customer requires.

Ongoing Supplier Management :

Throughout the term of our contract, NAPA IBS will continuously evaluate our own performance and those of our suppliers. Periodic price checks and negotiations with suppliers will ensure that our customer always gets the best pricing, discounts and service.



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Supplier Management | 28

SBE, MBE, WBE, DVBE INITIATIVES

Many of our current IBS government customers require our IBS sites to work with procurement to achieve specific MWBE or SBE goals within our contracts. Genuine Parts Company and NAPA IBS has extensive experience working with multiple SBE, MBE, WBE and DVPE supply partners in our many on-site operations across the country. Our goal with our proposal is to meet and exceed the stated goals of our customer, not only to give a “good faith” effort. We do this by helping our government customers recruit new vendors, provide due diligence support on these vendors, and provide regular reporting on our progress on the organizational MWBE goal vs. our actual performance.

NAPA’s action plan involves all resources, including a mix of service vendors and local businesses, to work toward the procurement goal of compliance. NAPA IBS has a solid track record of accountability and exceeding SBE/WMBE goals in our operations.

NAPA IBS’ real world track record speaks for itself. In two major municipal contracts currently in place, we show historical success in meeting and exceeding SBE, MWBE goals set forth in the RFPs:

IBS	LENGTH OF SERVICE	CONTRACT PARTICIPATION GOAL	ACTUAL NAPA IBS RESULTS *

* Year to date results 2015-2016



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TRANSIT PARTS VENDORS

NAPA IBS has thousands of local, regional and national vendor programs to support our bus, light rail, train and other transit customers. Every year, we spend millions of dollars with many key vendors, allowing us to deliver the best prices and quality our customers demand. Here are a few examples of key vendors that we supply within the IBS network:



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Vendor Programs | 30

CUSTOM SUPPLIER CHART

Supplier Name		Relationship Summary
	J.A.M. Distributing Company	J.A.M. Distributing has a strong relationship with NAPA IBS and is currently servicing 15+ NAPA IBS sites in Texas. J.A.M. is a direct distributor for EXXON Mobil offering Same & Next Day bulk fluid deliveries and has recently opened a new location in OKC Market. Due to NAPA's negotiated rate with J.A.M. OSU could take advantage of this relationship and potentially capture an additional 26% savings.
	Southern Tire Mart	NAPA IBS has a regional relationship with Southern Tire Mart, and is continuously leveraging our buying power to ensure the best value to our IBS customers through price and service.
	Summit Truck Group	Through the Summit Dealer Network, NAPA IBS has been able to access Summit's extended dealer groups including International, Kenworth, Volvo, Mack, and Isuzu. Summit offers NAPA IBS both on-site and roadside maintenance as well as Hot Shot Delivery -Bulk Purchasing Opportunities. Due to recent negotiations, NAPA IBS has captured an additional 10% savings from National Pricing.
	Warren Cat	Caterpillar Equipment is widely used throughout IBS's core business markets. By utilizing the Online, ordering System NAPA IBS has streamlined the replenishment process and now has real-time access to local CAT inventory.
	Bruckner's Truck	Bruckner's and IBS have a long-standing history of servicing our local communities with the best possible service, information, and quality around. We receive pricing discounts and support on identification of alternative part options that may offer our customers cost savings without foregoing quality.
	Rush Truck	Through Rush's "Online Parts Counter" NAPA IBS now has direct access to cataloging, inventory, and Regional account pricing for Peterbilt, Allison Transmission, CAT, Cummins, & Ford parts. Due to recent Negotiations NAPA IBS has captured an additional 5% savings.
	Whelen Lighting	NAPA IBS is an Authorized distributor of Whelen Lighting. By forging this relationship direct with Whelen, we were able to buy directly from them at a level of 40% off list, which netted to about 20% less cost than the previous cost.
	General Motors & Ford Products	We have established a strong working relationship with Ford and General Motors suppliers across the country. Due to the negotiating efforts of the NAPA team, we are currently receiving a competitive rate and minimal freight charges on special orders from PDC.
	Lettering Express	Our recently developed relationship with "Lettering Express" is an example of the value our on-site NAPA IBS team has continued to offer the operations in Oklahoma. Our new agreement has captured a 70% savings



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VENDOR LETTER - SOUTHERN TIRE MART



Southern Tire Mart
605 N. Meridian Ave.
Oklahoma City, OK 73107

(405) 943-8341 Store
(405) 951-0036 Fax

stm47@stmtires.com
www.stmtires.com

To Whom It May Concern:

Southern Tire Mart has had the privilege of serving the NAPA location at the City of Edmond since STM opened the Oklahoma City location in 2007.

Over the years we have been proud to assist NAPA in developing a comprehensive tire program for the City of Edmond. The overall ease in implementing this program was due in large part to the overall experience level of the various NAPA managers and employees.

It is a pleasure to work alongside, with, and for quality people and business professionals.

For Southern Tire Mart

Bob Steel

Store #47

Oklahoma City



**Integrated
Business
Solutions**

www.NAPA-IBS.com

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Vendor Letter | 1



BOB HOWARD PARTS DISTRIBUTION CENTER
3501 North Santa Fe Ave. Oklahoma City, OK 73118

June 1st 2016

Dear Sir or Madam,

Hello my name is Randy Akin, I am in parts sales with Bob Howard PDC in Oklahoma City OK. We have had and continue to have a great working relationship both as a Vendor and buyer with the NAPA stores and IBS locations. The employees at these locations are very knowledgeable and friendly. NAPA always pays promptly and on time, which is very important to any business. We look forward to continue growing that relationship with NAPA and there employees.

I would have no reservation in recommending any joint venture you may be considering with NAPA.

Randy Akin
Parts Sales
Bob Howard PDC
405-525-4438



**Integrated
Business
Solutions**

www.NAPA-IBS.com

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Vendor Letter | 2



PRODUCT LINES

BELTS & HOSES

NAPA Line Abb.	Mfr.
DBK	Drive Belt Kits
GAT	Gates Hydraulics
GIB	Gates Industrial Belts
NBH	NAPA Belts & Hoses
NPK	Water Pump & Timing Belt Kits
PBH	Power Fit Belts and Hoses
RHK	Radiator Kits
SME	NAPA Small Engine/Marine
WH	Weatherhead Hydraulic Hoses
WPK	Water Pump and Timing Kit
WVP	Water Pump and Timing Belt Kit



BRAKE SYSTEMS

NAPA Line Abb.	Mfr.
ADO	Adaptive One Brake Pads
BK	Brake Lines
BK	Wheel Attaching Parts
BRG	NAPA Bearings
CAL	NAPA Total Eclipse Loaded Calipers
CAL	NAPA Total Eclipse Semi-Loaded Calipers
CAL	Proformer Calipers
NB	NAPA Brakes Premium Brake Rotors
ND	NAPA Brakes Premium Brake Drums
NBB	NAPA Power Brake Boosters
NOS	NAPA Oil Seals
PGB	Proformer Bearings
UP	ABS Sensors
UP	ABS Hydraulics
UP	NAPA Brakes Brake Parts
UP	NAPA Brakes Hardware
UP	NAPA Brakes Ultra Premium Brake Pads
UP	NAPA Brakes Ultra Premium Brake Rotors
UP	NAPA Brakes Ultra Premium Brake Shoes
UP	NAPA Brakes Wheel Hydraulics
SS	NAPA Premium Pads/Shoes
TS	Performer Pads/Shoes/Loaded Calipers



DRIVE TRAIN

NAPA Line Abb.	Mfr.
ATK	Remanufactured Engines & Rear Ends
ATP	NAPA Auto. Trans. Parts
BK	CV Boots
BRG	NAPA Bearings
ETX	Alma Remanufactured Allison Transmissions
MTC	Moveras Automatic Transmissions
NCF	NAPA Clutches & Flywheels
NOE	NAPA Solutions New Drive Shaft
NOS	Oil Bath Seals
NOS	NAPA Oil Seals
NPJ	Proformer U-Joints
NMD	NAPA Max Drive
NTL	National Oil Bath Seals
PGB	Proformer Bearings
PMT	Pro-King Converters, Reman.
	Manual Transmission & Transfer Cases
PUJ	Precision U-Joints
TCM	Transfer Case Motors



ELECTRICAL SYSTEMS

NAPA Line Abb.	Mfr.
ATK	Remanufactured Engines & Rear Ends
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	Window Lift Motors, Window Regulator Assemblies and Fuses
BSH	Bosch Starters & Alternators
CBL	NAPA Battery Cables
DEM	Delphi Ignition
ECH	NAPA Echlin Electrical Parts
ETX	Alma Remanufactured Allison Transmissions

ELECTRICAL SYSTEMS (CONT.)

NAPA Line Abb.	Mfr.
MPB	Mileage Plus Cables
MPE	Mileage Plus Ignition
MTC	Moveras Automatic Transmissions
NEC	NAPA Remanufactured Electronic Components
NHB	NAPA Hybrid Batteries
NF	NAPA Flashers
NND	NAPA New Distributors
NNE	NAPA New Electrical
NRD	NAPA Remanufactured Distributors
NW	NAPA Wire Products
PHI	Phillips Heavy Duty Parts
PSB	Power Sport Batteries
RAY	Power Door Lock Actuators
RAY	NAPA Remanufactured Alternators/Starters
RAY	NAPA Solenoids
SME	Wiper/Window Lift Motors
WIL	NAPA Small Engine/Marine Wilson Electrical



ENGINE PARTS

NAPA Line Abb.	Mfr.
ATK	Remanufactured Engines
CRA	Crankshaft Rebuilders
FPD	FP Diesel Engine Parts
FPG	NAPA Gaskets by Fel-Pro
MCY	Moore's Cylinder Heads
NND	NAPA New Distributors
NOS	NAPA Oil Seals
NRD	NAPA Remanufactured Distributors
NTP	NAPA Timing Products
SEP	Sealed Power Engine Parts
SME	NAPA Small Engine/Marine



EXHAUST SYSTEMS

NAPA Line Abb.	Mfr.
BK	Balkamp Muffler Clamps/Accessories
BOS	Bosal Exhaust
EXH	NAPA Mufflers & Exhaust
SMU	SoundMaster Mufflers



FARM SHOP SUPPLIES

NAPA Line Abb.	Mfr.
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	Hydraulics, Spray Tips & Parts, Hose & Pump Equipment, Drawbars & Acc, Fuel Transfer Pumps & Tanks, PTO Shafts & Yoks, Roller Chain & Links, Bucket
BK	Optronics Lighting
BRG	NAPA Bearings
FIL	NAPAGold Filters
GAT	Gates Hydraulics
LIT	NAPA Lighting
MMM	3M
MS	Martin-Senour Paints
NAF	NAPA Antifreeze
NBF	NAPA Brake Fluid
NCB	NAPA Consumer Brands
NFD	NAPA Absorbent
NHF	NAPA Hydraulic Fluid
NPP	NAPA Paper Products
NW	NAPA Wire Products
PSB	Power Sport Batteries
RFD	Rockford Fasteners
SAS	SAS Safety Products
WH	Weatherhead Hoses & Fittings
XXX	Oil Dry



FUEL SYSTEMS

NAPA Line Abb. Mfr.

AFP	NAPA Fuel Pumps by Airtex
BK	Balkamp Carburetors
BSH	NAPA Bosch Fuel Pumps
CRB	NAPA Echlin Carburetor & Fuel Injection Parts
DDD	Delphi Diesel Direct
DEM	Delphi Engine Management Products
DFP	Delphi Fuel Pumps
STP	Spectra Fuel Tanks & Accessories
MPF	Mileage Plus Carburetor & Fuel Injection Parts
NAP	NAPA Air/Smog Pumps
NEC	NAPA Electronic Controls
NFP	NAPA Fuel Pumps by Federal Mogul
NVP	NAPA Vacuum Pumps
STP	Spectra Fuel Tanks & Accessories



HEATING & ENGINE COOLING

NAPA Line Abb. Mfr.

ACK	Air Conditioning Kits
BK	Heater Valves/Blower Motors/AC By Pass Pulleys/Radiator Fan Motors and Assemblies/Heater Parts/Water Outlets/Radiator & Oil Caps/Engine Heaters/Hose Clamps
DAC	Delphi New A/C Compressors
DEN	Denso New A/C Compressors
FAF	Fleet Charge Antifreeze
HNC	Heavy Duty NAPA Cooling
MO	NAPA Condensers
NAF	NAPA Antifreeze
NBH	NAPA Belts & Hose
NCC	NAPA COLD POWER New Compressors
NFR	NAPA Refrigerants
NHC	NAPA Heater Cores
NR	NAPA New Radiators
PAF	Prestone Antifreeze
PBH	Power Fit Belts & Hoses
SIE	Sierra Antifreeze
TEM	NAPA Temp Products, Fan Clutches
TFW	NAPA Tru-Flow New Water Pumps
THM	NAPA Thermostats
WP	NAPA Reman. Water Pumps
WPK	TruFlow Water Pump Kits



HEAVY DUTY/FLEET

NAPA Line Abb. Mfr.

AMM	AMMCO Lathes & Equipment
ATK	Remanufactured Engines
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	Wheel Attaching Hdw./Radiator, Oil & Fuel Caps/Engine Heaters, Heavy Duty Lighting, Lenses Lighting, Back-up Alarms, Transfer Pumps & Tanks, DEF Equipment, Storage Boxes, Hydraulics
BRG	NAPA Bearings
BSH	Long Haul Alternators/Bosch Wipers
CBL	NAPA Battery Cables
CHV	Chevron Delo Oil
CR	Air Dryers
CRB	Echlin Carburetor Parts
CRC	HD Chemicals
CTC	Coats Tire Changers & Balancers
DEN	Denso A/C Compressors
ECH	NAPA Echlin Electrical & Ignition Products
ETX	Alma Remanufactured Allison Transmissions
EXH	NAPA Exhaust
FIL	NAPAGold Filters
FPD	FP Diesel Engine Parts
GAT	Gates Hydraulics
GRO	Grote
HFI	Hydraulic Filters
HNC	Heavy Duty NAPA Cooling
LIT	NAPA Lighting
LMP	NAPA Lamps
MAC	NAPA Chemicals
MBI	Haldex Air Brake Products
MBI	Haldex Brake Shoes
MMM	3M Products
MS	Martin-Senour Paint & Accessories
NAF	NAPA Antifreeze
NBC	NAPA Battery Chargers



HEAVY DUTY/FLEET (CONT.)

NAPA Line Abb. Mfr.

NBH	NAPA Belts & Hoses
NCB	Power Service
NCC	NAPA Cold Power Compressors
NCP	NAPA Chassis
NHD	NAPA Heavy Duty Solutions
NF	NAPA Flashers
NOS	Oil Bath Seals
NOS	NAPA Oil Seals
NPP	NAPA Paper Products
NR	NAPA Radiators
NS	NAPA Shocks & Struts
NPJ	Proformer U-Joints
NTL	National Oil Bath Seals
NTP	NAPA Timing Products
NW	NAPA Wire Products
TWD	Full Line Heavy Duty Distributors
OWI	Old World Wipers
PHI	Phillips Heavy Duty Products
RFD	Rockford Fasteners
SCC	Security Chain
SEP	Sealed Power Engine Parts
SHE	Shell Rotella
TEM	NAPA Temp and Cool Cab Products
TFW	NAPA Tru-Flow New Water Pumps
THM	NAPA Thermostats
TWD	Full Line Heavy Duty Distributors
TWD	TW Ankra Cargo Control
UP	NAPA Friction/Med. Duty
UP	NAPA Rotors
VAL	Valvoline Oil & Lubrication Products
WH	Weatherhead Hoses & Fittings
WIL	Wilson Electrical
WIP	NAPA Windshield Products
WP	NAPA Reman. Water Pumps



IMPLEMENT & EQUIPMENT PARTS

NAPA Line Abb. Mfr.

AC	ACDelco Spark Plugs
AFP	NAPA Fuel Pumps
ASP	Autolite Spark Plugs
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	NAPA Balkamp Ag Products
BK	Optronic Lighting
BRG	NAPA Ag Bearings
BSH	Bosch Spark Plugs/Bosch Wipers
CBL	NAPA Battery Cables
CHA	Champion Spark Plugs
CR	CR Oil Bath Seals (Truck & Trailer)
CRB	Echlin Carburetor Parts
DEN	New Compressors, Spark Plugs & O2 Sensors
ECH	NAPA Echlin Ignition Parts
EXH	NAPA Exhaust
FIL	NAPAGold Filters
FPD	FP Diesel Engine Parts
FPG	NAPA Gaskets by Fel-Pro
GAT	Gates Hydraulics
GRO	Grote
HFI	Hydraulic Filters
HNC	Heavy Duty NAPA Cooling
LIT	NAPA Lighting
LMP	NAPA Lamps
MPB	Mileage Plus Battery Cables
MPE	Mileage Plus Ignition
MPF	Mileage Plus Carburetor & Fuel Injection Parts
MS	Martin-Senour Paints
NBH	NAPA Belts & Hoses
NFP	NAPA Fuel Pumps
NGK	NGK Spark Plugs
NGW	NGK Plug Wires
NIB	NAPA Industrial Batteries
NOS	NAPA Oil Seals
NPS	NAPA Power Steering Hoses
NTL	National Oil Bath Seals
NTP	NAPA Timing Products
NUJ	NAPA U-Joints
NW	NAPA Wire Products
OWI	Old World Wipers
PGB	Powerglide Ag Bearings
PHI	Phillips Heavy Duty Parts



IMPLEMENT & EQUIPMENT PARTS (CONT.)

NAPA Line Abb.	Mfr.
RAY	Rayloc Electrical
RPS	Rayloc Power Sport
SCC	Security Chain
SEP	Sealed Power Engine Parts
SME	NAPA Power Equipment Parts
TEM	NAPA Temp and Cool Cab Products
TFW	NAPA Tru-Flow New Water Pumps
THM	NAPA Thermostats
UP	NAPA Brakes
WH	Weatherhead Hoses & Fittings
WIL	Wilson Electrical
WIP	NAPA Windshield Products
WP	NAPA Reman. Water Pumps



MARINE APPLICATION PARTS

NAPA Line Abb.	Mfr.
AC	ACDelco Spark Plugs
AFP	NAPA Fuel Pumps
ASP	Autolite Spark Plugs
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	NAPA Balkamp Marine Accessories
BK	Optronics Lighting
BRG	NAPA Bearings
BSH	Bosch Spark Plugs
CBL	NAPA Battery Cables
CHA	Champion Spark Plugs
CRB	NAPA Echlin Carb & Fuel Inj. Parts
DEN	New Compressors, Spark Plug & O2 Sensors
ECH	NAPA Echlin Ignition Parts
FIL	NAPAGold Filters
FPG	NAPA Gaskets by Fel-Pro
LIT	NAPA Lighting
LMP	NAPA Lamps
MPB	Mileage Plus Battery Cables
NBH	NAPA Belts & Hoses
NFP	NAPA Fuel Pumps
NGK	NGK Spark Plugs
NOS	NAPA Oil Seals
NTP	NAPA Timing Products
NUJ	NAPA U-Joints
NW	NAPA Primary Wire, Terminals, Wire Sets & Cable
PFI	NAPA Power Sport Filters
PSB	Personal Watercraft Batteries
PUJ	Precision U-Joints
SEP	Sealed Power Engine Parts
SME	NAPA Marine Parts
TFW	NAPA Tru-Flow New Water Pumps
WIL	Wilson Electrical

NAPA CONSUMER PRODUCT LINES

NAPA Line Abb.	Mfr.
NCB	108
NCB	303
NCB	Alumaseal
NCB	Armor All
NCB	Bardahl
NCB	Bars Leak
NCB	Berryman
NCB	Blaster
NCB	Blue Devil
NCB	Blue Magic
NCB	Champion
NCB	Fast Orange
NCB	Fix a Flat
NCB	IDQ
NCB	Gojo
NCB	Gold Eagle
NCB	Greased Lighting
NCB	Gumout
NCB	Gunk
NCB	Heatmax
NCB	HEET
NCB	Herculiner
NCB	Howes
NCB	Ice Melt
NCB	JB Weld
NCB	K-Seal
NCB	Meguiar's
NCB	Mother's



NAPA CONSUMER PRODUCT LINES

NAPA Line Abb.	Mfr.
NCB	NAPA Hand Cleaner
NCB	New Plg
NCB	NOS
NCB	No-Touch
NCB	Nufinish
NCB	Octane Boost
NCB	Omni Lube
NCB	Peak
NCB	Power Service
NCB	Purell
NCB	Purple Power
NCB	Quick Silver
NCB	Radiator Specialty
NCB	Rain-X
NCB	Red Angel
NCB	Restore
NCB	Rislone
NCB	Simple Green
NCB	Simonize
NCB	Slime
NCB	Soltron
NCB	Sta-bil
NCB	Starbrite
NCB	Stoner
NCB	STP
NCB	Super Clean
NCB	Super K
NCB	Superlube
NCB	Surf City
NCB	U Coat
NCB	White Shepard
NCB	ZEP
NCB	Zmax



OIL & CHEMICALS

NAPA Line Abb.	Mfr.
AIC	Altrom Import Chemicals
BC	Blue Coral
CAS	Castrol Motor Oil
CHV	Chevron Motor Oil
CRB	NAPA Echlin Carb & Fuel Injection
CRC	CRC Chemicals
DG	Duragloss Wax
EGO	Eagle One
FAF	Fleet/Final Charge Antifreeze
HAV	Havoline Motor Oil
KW	K & W Chemicals
LUC	Lucas Oil
MAC	NAPA Chemicals
MMM	3M Automotive
MOB	Mobil Motor Oil
NAF	NAPA Antifreeze/Coolant
NBF	NAPA Brake Fluid
NCB	NAPA Consumer Brands (see product listing above)
NFD	NAPA Absorbent
NHF	NAPA Hydraulic Fluid & Oil
NOL	NAPA Oil
PAF	Prestone Antifreeze
PEA	Peak Antifreeze
PEN	Pennzoll Motor Oil
PSF	NAPA Power Steering Fluid
QO	Quaker State Motor Oil
RPO	Royal Purple Synthetic Oil
SIE	Sierra Antifreeze
SF	SeaFoam
SHE	Shell Rotella H.D. Oil
SL	Sta-Lube Lubricants
SLK	Slick 50 Lubricants
TEM	Refrigerant Lubricants
TW	Turtle Wax/Marvel Oil
VAL	Valvoline Motor Oil
WD	WD-40
WWS	NAPA Washer Solvent/RV Antifreeze
ZRX	Zerex



PAINT & SUPPLIES

NAPA Line Abb.	Mfr.
BK	NAPA Balkamp Paint Accessories
DC	Duplicolor Aerosols
MMM	3M Products
MS	Martin-Senour Paint & Refinishing
NRA	Norton Abrasives
SPR	Sharpe Spray Equipment



SHOP SUPPLIES/MISCELLANEOUS

NAPA Line Abb. Mfr.

BK	NAPA Balkamp (see back page)
FIL	Aquacheck Filters
GAT	Gates Hydraulics
NPP	NAPA Paper Products
NWW	NAPA Wheel Weights
RFD	Rockford Fasteners
SAS	SAS Safety Products
SCC	Security Chain
WH	Weatherhead Brass Fittings/ Hydraulic Hose Fittings/ Hydraulic Hoses



SMALL ENGINE

NAPA Line Abb. Mfr.

AC	ACDelco Spark Plugs
ASP	Autolite Spark Plugs
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	NAPA Balkamp
BRG	NAPA Bearings
BRI	Briggs & Stratton
BSH	Bosch Spark Plugs
CHA	Champion Spark Plugs
CRB	Echlin Carburetor Parts
DEN	New Compressors, Spark Plugs & O2 Sensors
ECH	NAPA Echlin Ignition Parts
FIL	NAPAGold Filters
GAT	Gates Hydraulics
MS	Martin-Senour Paints
NBH	NAPA Belts & Hoses
NGK	NGK Spark Plugs
NHF	NAPA Hydraulic Fluid
NOL	NAPA Oil & Grease
NOS	NAPA Oil Seals
NW	NAPA Wire Products
PFI	NAPA Power Sport Filters
PGB	Proformer Bearings
PSB	Power Sport Batteries
RPS	Rayloc Power Sport
SME	NAPA Power Equipment & Marine Parts
VAL	Valvoline Oil/Greases
WH	Weatherhead Hoses/Fittings



STEERING & SUSPENSION

NAPA Line Abb. Mfr.

MRC	Master Ride Chassis Parts
NCP	NAPA Precision Engineered Premium Chassis Parts
NPS	NAPA Power Steering Hoses
NRP	NAPA Rack & Pinion
NS	NAPA Shocks & Struts
NSP	NAPA Power Steering Pumps
PS	Premium NAPA Steering
RPC	Rare Parts Chassis
RR	NAPA Response Shocks & Struts
RRA	NAPA Response Strut Assemblies
RS	Rancho Suspension Parts



TIRE SERVICE

NAPA Line Abb. Mfr.

BK	Tire Repair and TPMS Sensors and Tools
ECH	TPMS Sensors and Kits
NOE	NAPA Solutions
NTH	NAPA Tire Hardware
NWW	NAPA Wheel Weights

TOOLS & EQUIPMENT

NAPA Line Abb. Mfr.

AIT	Armstrong Industrial Tools
AMM	AMMCO Brake Lathes & Accessories
APX	GearWrenche
BSD	Bosch Diagnostics & Wheel Service
BK	OTC Diagnostics & Specialty Tools
BK	NAPA Evercraft Hand, Air & Service Tools
BK	Shop Equipment
CHT	Carlyle Hand Tools
CL	Challenger Lifts & Accessories
COG	Corgi Tire Changers & Balancers
CP	Chicago Pneumatic Air Tools
CTC	Coats Tire Changers & Balancers
CTL	Chief Automotive Technologies
DEW	DeWalt Tools & Accessories
ECH	TPMS Tools



TOOLS & EQUIPMENT (CONT.)

NAPA Line Abb. Mfr.

EL	EnergyLogic Waste Oil Burners & Accessories
FIL	Aquacheck Filters
FWD	Forward Lifts
FPW	Firepower Welding Equipment
GAT	Gates Hydraulics
GEN	Briggs & Stratton Power Equipment
GJP	Genuine Joe Disposable Gloves
HOF	Hofmann Equipment & Accessories
IR	Ingersoll Rand Air Tools & Compressors
KJ	Kansas Jack Measuring Systems & Frame Machines
LNW	Marquette by Lincoln Electric
LSO	Lincoln Electric Special Order
MHR	Master Heaters & Fans
NAF	Blue DEF Equipment
NAC	NAPA Air Compressors/Pressure Washers
NBC	NAPA Battery Chargers
NBT	NAPA Battery Testers
NLE	NAPA Lifting Equipment
NPT	NAPA Prof. Air Tools
NTE	NAPA Cold Power A/C Tools
NTH	NAPA Tire Hardware
NW	NAPA Wire
NWW	NAPA Wheel Weights
OTC	OTC Lifting
PCT	Pro-Cut Brake Lathes
PPF	ProForce Power Equipment
POL	POSI LOCK Pullers
POR	Port-A-Cool Evaporative Cooling System
PPG	Powermate & Pramac Generators
ROB	Robinair A/C Equipment & TIF Accessories
RTI	A/C & Fluid Handling Equipment
RTY	Rotary Lifts
SAS	SAS Safety Products
SER	NAPA Professional Service Tools
SHV	Shop Vac
SOR	Solar Battery Chargers & Booster Packs
SPC	NAPA Specialty Tools (Ken-Tool)
SPR	Sharpe Spray Equipment
SW	Smart Washer
TSS	NAPA Tool Storage
WH	Hydraulics
WLD	NAPA Welding Accessories



TUNE-UP & FILTERS

NAPA Line Abb. Mfr.

AC	ACDelco Spark Plugs
ASP	Autolite Spark Plugs
ATP	Automatic Transmission Filters
BK	K&N Filters
BEL	NAPA Belden Wire & Wire Sets
BSH	Bosch Oxygen Sensors
BSH	Bosch Spark Plugs
CHA	Champion Spark Plugs & Truck Wire Sets
CRB	NAPA Echlin Carb & Fuel Inj. Parts
DEM	Delphi Engine Management
DEN	New Denso Compressors, Spark Plugs & O2 Sensors
ECH	NAPA Echlin Ignition Parts
FIL	NAPAGold Filters
MPB	Mileage Plus Belden Battery Cables
MPE	Mileage Plus Ignition
MPF	Mileage Plus Carburetor & Fuel Injection Parts
MPW	Mileage Plus Spark Plug Wires
NEC	NAPA Reman. Electronic Components
NGK	NGK Spark Plugs & NTK O2 Sensors
NGW	NGK Wire Sets
NND	NAPA New Distributors
NRD	NAPA Remanufactured Distributors
NW	NAPA Wire Products
PFI	NAPA Power Sport Filters
PFL	NAPA Platinum Filters
SFI	NAPA ProSelect Filters
SFL	NAPA Silver Filters
SME	NAPA Small Engine/Marine



VISION & SAFETY

NAPA Line Abb. Mfr.

AVB	Proformer Lighting
BSH	Bosch Wiper Products
GRO	Grote
LIT	NAPA Lighting & Safety Equipment
LMP	NAPA Lamps
OWI	Old World Wipers
NF	NAPA Flashers
RAY	NAPA Wiper & Window Lift Motors
RNX	RainX Wipers
WIP	NAPA Windshield Products





NAPA BALKAMP

A FULL LINE OF SERVICE & SUPPLY PRODUCTS

- Accelerator, Clutch & Trans. Cables
- A/C By-Pass Pulleys
- Agricultural Supplies
- Air Fresheners
- Auto Antennas
- Automatic Transmission Parts
- Battery, Radiator & Service Items
- Blower Motors
- Body Hardware
- Body Riveting Supplies
- Booster Cables
- Brake Bleeding Equipment
- Brake Lines
- Brake Repair Parts
- Bulbs
- Cable Ties
- Car Covers
- Caps, Fuel, Oil, Radiator
- Carburetors
- Cell Phone Accessories
- Chemicals — Aerosols
- Chemicals — Locking & Sealers
- Chemicals — Misc.
- Chemicals — Silicones
- Chemicals — Trans. Additives
- Chilton Repair Manuals
- Cigarette Lighters
- Circuit Breakers & Testers
- Cleaning & Polishing Supplies
- Clutch Parts
- Control Cables
- Creepers & Casters
- Customizing Accessories
- Deflecta Shield
- Diagnostics
- Drop Cloths & Tarps
- Drop Cords & Accessories
- Electric Fuel Pumps (Universal)
- Electrical Supplies
- Engine Cooling Fans & Accessories
- Engine Heaters & Accessories
- Engine Heaters — H.D.
- Exhaust Adapters
- Exhaust Headers & Accessories
- Fiberglass Repair
- Fire Extinguishers
- Flashlights & Batteries
- Floor Mats
- Fluid Lines
- Flywheel Gears & Parts
- Fuel Caps
- Fuel Containers
- Fuel Regulators & Accessories
- Fuses
- Garage Exhaust Hoses
- General Shop Equipment
- Gloves
- Greasing Equipment
- Grinding Wheels
- Grommets
- Haynes Manuals
- Headlight Aiming Equipment
- Heat Risers
- Heater Valves & Fittings
- Heli-Coil Thread Inserts
- Hoists & Winches
- Horns & Accessories
- Hose Clamps
- Hoses, Nozzles, Reels & Accessories
- Industrial Equipment
- Insert Bits
- Jacks & Ramps
- Lenses — H.D.
- Lenses — Plastic
- Lift Support Cylinders
- Light Bulbs
- Light Truck, Van & 4WD Accessories
- Mirrors
- Mops, Brushes, Brooms & Scrapers
- Marine Accessories
- Mechanix Wear
- Merchandising Accessories
- Motorcycle Parts & Equipment
- Moulding — Body & Trim
- Mounts—Engine and Transmission
- Mud Flaps
- Muffler Clamps
- NAPA Evercraft™ Air Tools
- NAPA Evercraft™ Hand Tools
- NAPA Evercraft™ Service Tools
- NAPA Evercraft™ Tool Sets
- NAPA Wire
- O-Rings
- Oil Caps
- Padlocks
- PBE Tools
- Performance Parts & Accessories
- Pin Striping
- Pocket Knives
- Power Steering Hoses/Parts
- Propane Torches & Accessories
- Quick Disconnect and Connect Products
- Radiator Caps
- Radiator Fan Assemblies
- Radiator Fan Motors
- Rear Axle Shaft Repair Kits
- Repair Manuals
- Repair Parts — Undercar, Underhood
- Ropes, Straps & Fasteners
- Rubber, Motor & Trans. Parts
- Running Boards & Accessories
- Safety Flares
- Safety Products
- Seat Covers & Cushions
- Service Station Equipment & Supplies
- Shifters
- Shock & Strut Mounting Parts
- Soldering & Welding Equipment
- Speaker Kits & Radios
- Speedi-Sleeves
- Speedometer Cables & Parts
- Splash Guards — Heavy Duty
- Spotlights
- Sprayers & Spray Guns
- Spring U-Bolts
- Springs, Boosters & Stabilizers
- Starter Drives & Parts
- Steel Brake Lines & Parts
- Storm Vision Wipers & Winter Blades
- Suspension Parts
- Tachometers & Gauges
- Tape
- Terminals
- Testing Equipment
- Threaded Steel Rods
- Tire & Tube Repair Materials
- Towing Equipment/Trailer Hitches
- Truck Accessories — Heavy Duty
- Ventshades
- Warning Devices
- Water Outlets
- Weatherstripping
- Wheel Attaching Parts — Heavy Duty
- Wheel Chocks
- Wheel Covers and Accessories
- Windshield Washer Pumps

See your servicing NAPA AUTO PARTS Store:





SUPERIOR AVAILABILITY ON PARTS FOR IMPORTS

With the import market growing by leaps and bounds, you need the kind of parts coverage that we offer! With over 40,000 quality parts for imports, NAPA's availability surpasses that of any other supplier. Call NAPA first for these import product lines:

Acura
Alfa Romeo
Aston Martin
Audi
Austin
BMW
Bentley
Bertone
Citroen
Daewoo
Datsun
Ferrari
Fiat
Hillman
Honda
Hyundai
Infiniti
Isuzu
Jaguar
Jensen
Kia
Lada
Lamborghini
Land Rover
Lexus
Lotus
Maserati
Maybach
Mazda
Mercedes Benz
MG
Mini
Mitsubishi
Morgan
Morris
Nissan
Opel
Panoz
Peugeot
Porsche
Renault
Rolls Royce
Saab
Saturn
Scion
Simca
Subaru
Sunbeam
Suzuki
Toyota
Triumph
Vauxhall
Volkswagen
Volga
Volvo
Yugo

<u>NAPA Line Abb.</u>	<u>Mfr.</u>	<u>NAPA Line Abb.</u>	<u>Mfr.</u>
AC	ACDelco Spark Plugs	NEC	NAPA Reman. Electronic Components
ADO	Adaptive One Brake Pads	NF	NAPA Flashers
AIC	Altrom Import Chemicals	NFP	NAPA Fuel Pumps
ASP	Autolite Spark Plugs	NGK	NGK Spark Plugs & NTK O2 Sensors
ATK	Remanufactured Engines	NGW	NGK Wire Sets
ATM	Altrom Import Products	NHB	NAPA Hybrid Batteries
ATP	NAPA Automatic Transmission Parts	NMD	NAPA New CV Shafts
AVB	Advantage Bulbs	NND	NAPA New Distributors
BAT	NAPA Batteries	NNE	NAPA New Electrical
BEL	NAPA Belden Wire & Wire Sets	NOS	NAPA Oil Seals
BK	CV Boots	NPJ	Proformer U-Joints
BK	NAPA Balkamp	NPS	NAPA Power Steering Hoses
BOS	Bosal Exhaust	NR	NAPA New Radiators
BRG	NAPA Bearings, NAPA Tapered Roller Bearings	NRD	NAPA Remanufactured Distributors
BSH	Bosch Spark Plugs, Oxygen Sensors, Wiper Blades and Rotating Electrical	NS	NAPA Shocks & Struts
BSH	NAPA Bosch Fuel Pumps	NSP	NAPA Power Steering Pumps
CAL	NAPA Calipers	NTP	NAPA Timing
CBL	NAPA Battery Cables	NW	NAPA Wire
CHA	Champion Spark Plugs	OWI	Old World Wipers
CRB	NAPA Echlin Carburetor and Fuel Injection Parts	PBH	Power Fit Belts & Hoses
DEM	Delphi Engine Management Products	PFL	NAPA Platinum Filters
DEN	New Compressors, Spark Plugs & O2 Sensors	PGB	Proformer Bearings
DFP	Delphi Fuel Pumps	PMT	Pro-King Converters & Reman Manual Transmissions
ECH	NAPA Echlin Ignition Parts	PS	Premium NAPA Steering
EXH	NAPA Exhaust	RAY	Rayloc Electrical
FIL	NAPAGold Filters	RNX	Rain-X Wipers
FPG	NAPA Gaskets by Fel-Pro	SCC	Security Chain
LMP	NAPA Lamps	SDC	Semi-Loaded Disc Brake Calipers
MCY	Moore's Cylinder Heads	SEP	Sealed Power Engine Products
MO	NAPA Condensers	SFL	NAPA Silver Filters
MOV	Moveras Transmissions	SFI	NAPA ProSelect Filters
MPE	Mileage Plus Ignition	SS	Safety-Stop Brake Products
MPF	Mileage Plus Carburetor & Fuel Injection Parts	STP	Spectra Premium Fuel Tanks & Accessories
MPW	Mileage Plus Spark Plug Wires	TEM	NAPA Temp Products and Fan Clutches
MTC	Moveras Automatic Transmissions	TFW	NAPA Tru-Flow New Water Pumps
NB	NAPA Brakes Drums & Rotors	THM	NAPA Thermostats
NBB	NAPA Power Brake Boosters	TS	TruStop Brake Products
NBH	NAPA Belts & Hoses	UP	NAPA Brakes Ultra Premium Brake Products
NCC	NAPA COLD POWER New Compressors	WIP	NAPA Windshield Products
NCF	NAPA Clutches & Flywheels	WP	NAPA Reman. Water Pumps
NCP	NAPA Precision Engineered Premium Chassis Parts		

BEARINGS

- Babbitt
- Ball Bearings
- Bearing Induction Heaters
- Bronze Bearings
- Cam Followers
- Cylindrical Roller Bearings
- Double Row Bearings
- Flange Bearings
- Multi-Row Bearings
- Needle Bearings
- Pillow Block Bearings
- Pillow Block Inserts
- Plastic Bearings
- Rod End Bearings
- Roll Neck Bearings
- Roller Bearing Flanges
- Roller Bearings
- Sealed Spherical Roller Bearings
- Special Bearings
- Spherical Roller Bearings
- Split Housing
- Split Roller Bearings
- Steel Balls
- Super Precision Bearings
- Take Up Bearings
- Take Up Units
- Tapered Roller Bearings

MECHANICAL POWER TRANSMISSION

- Backstops
- Belts
- Chain
- Clutches/Brakes
- Couplings - Shaft
- Mechanical Actuators
- Mechanical Variable Speed
- Open Gearing
- Sheaves & Bushings
- Speed Reducers
- Sprockets

ELECTRICAL & INDUSTRIAL AUTOMATION

- AC Drives
- AC Full Voltage Starters & Contactors
- AC Motors
- AC Reduced Voltage Starters
- Cable
- Cable Carrier
- Circuit Protective Devices
- Custom Panels/Drive Systems
- DC Drives
- DC Motors
- Electronic Brakes

- Electronic Repair
- Feedback Devices
- Industrial Enclosures & Climate Control
- Machine Safeguarding
- Operator Interfaces
- Pilot Devices
- Power Factor Correction Capacitors
- Power Supplies
- Programmable Logic Controllers (PLC's)
- Relays
- Sensors
- Servo Motors & Controls
- Stepper Motors & Controls
- Thermographic Cameras
- Timers, Counters & Meters
- Transformers
- Wiring Accessories

LINEAR & MECHATRONICS

- Ball/Lead Screws & Ball Splines
- Ball Screw Repair
- Bellows/Covers
- Brakes
- Clutches
- Composite Bearings
- Cross Roller Guides
- Extruded Aluminum Profile Frame
- Handling Components/ Pillars
- Industrial Linear Actuators
- Linear Bearings & Pillow Blocks
- Linear Guides (profile)
- Linear Shafting
- Linear Slide Tables/Systems
- Multi-Axis Slide Systems
- Polymer Bearings
- Precision Balls
- Precision Gearheads
- Precision Linear Actuators
- Rodless Actuators
- Roller Screws
- Rotary Index Tables
- Screw Jacks
- Wheel/Cam Follower Guide Bearings
- X-Y Positioning Stages
- Zero Backlash Couplings

PNEUMATICS

- Accessories
- Actuators
- Air Motors
- Blowers
- Compressors
- Cylinders
- Dryers

- Filters
- Gauges
- Grippers
- Lubricators
- Regulators
- Serial Interface
- Vacuum - Pumps/Devices
- Valve Products
- Valves

HYDRAULICS

- Accessories
- Accumulators
- Control Valves
- Cylinders
- Electrohydraulics
- Filter Carts
- Filtration Products & Accessories
- Flow Meters
- Heat Exchangers
- Motors
- Power Packs
- Power Units
- Process Valves
- Pumps

HYDRAULIC HOSE

- Cut & Couple - all types
- Hydraulic Adapters
- Hydraulic Fittings
- Hydraulic Hose

INDUSTRIAL HOSE

- Air & Water
- Chemical Hose
- Cut & Couple - all types
- Dock & Barge
- Ducting
- Expansion Joints
- Fire Hose
- Food Handling
- Industrial Couplings
- Industrial Hose
- Material Handling
- Metal Hose
- Mining Hose
- Oil Field Hose
- Papermill Washdown
- Teflon Hose
- Water - Suction/Discharge

MATERIAL HANDLING

- Air Tables
- Airlocks
- Apron Feeder Chain
- Apron Feeder Conveyors
- Ball Transfers & Tables
- Belt Cleaners
- Belt Scales
- Belt Tracking Equipment
- Bucket Elevators
- Cantilever Rack - Heavy Duty
- Casters

- Conveying Chain
- Conveyor Belt
- Conveyor Components
- Conveyor Covers
- Conveyor Pulleys
- Conveyor Rails & Guides
- Conveyor Safety Switches
- Conveyors
- Deicing Products
- Dispensing Equipment
- Dock Equipment
- Drag Chain
- Drag Conveyors
- Drum Handling Equipment
- Dust Control Solutions
- Elevator Buckets
- Elevator Chain
- Enclosed Track Chain & Conveyor
- Engineering Class Chain
- Floor Conveyors
- Gravity Conveyors
- Hand Trucks
- Hinged Belt Conveyors
- Hoists
- Hydraulic Pulleys
- Idlers
- Lifting Equipment
- Lifting Tables
- Magnetic Lifting Equipment
- Magnetic Separators
- Magnets
- Modular Drawer Storage
- Modular Plastic Belt Conveyors
- Modular Plastic Belting
- Motorized Pulleys
- Overhead Conveyor Chain
- Overhead Conveyors & Accessories
- Pallet Jacks
- Plastic Plate Top Chain
- Plastic Screw Conveyor
- Platform Trucks and Carts
- Pneumatic Ball Transfers & Tables
- Point of Use Dispensing Equipment
- Poultry Chain
- Road Dust Stabilizer
- Scissor Lifts
- Screening Media
- Screw Conveyors
- Screw Drives
- Shaftless Screws
- Slings
- Stackers
- Steel Plate Top Chain
- Storage Cabinets

- Utility Carts
- Vibrating Conveyors
- Vibrating Feeders
- Vibrating Screens
- Vibrators
- Wear Strips
- Work Benches
- X-Chains

SEALS & ACCESSORIES

- Collars
- Keyless Bushings
- Keystock
- Lock Nuts & Washers
- Mechanical Seals
- O-Rings
- Retaining Rings
- Rotary Seals

PROCESS PUMPS & EQUIPMENT

- ANSI Pumps
- Boiler Feed
- Centrifugal Pumps
- Diaphragm
- Gear
- Lineshaft Turbine
- Multistage
- Peristaltic Pumps
- Piston
- Positive Displacement Pumps
- Progressive Cavity
- Solids Handling
- Submersible
- Wastewater & Sump

INDUSTRIAL SUPPLY PRODUCTS

- ### **SAFETY EQUIPMENT**
- Emergency Safety Equipment
 - Personal Protection
 - Security Locks
 - Thirst Drink

JAN SAN SUPPLIES

- Cleaning/Janitorial
- Mopping/Floor Care
- Restroom

ABRASIVES

- Abrasive Discs
- Cup Brushes
- Cutting Wheels
- Disc Pads
- Filament Discs
- Flap Discs
- Flap Wheels
- Grinding Wheels
- Polishing Wheels
- Wire Brushes
- Wire Wheels

MRO CHEMICALS

- Adhesives
- Antisieze
- Degreasers & Cleaners
- Industrial Paints &

- Supplies
- Lubricants
- Sealants
- Silicones
- Spray Lubricants
- Super Lube
- Wasp & Hornet Spray

SHOP SUPPLIES

- Cable Ties
- Electrical Products & Supplies
- Flashlights
- Floodlights & Lighting
- Fuel Storage Containers
- Funnels
- Gloves
- Hand Cleaners
- Lighting
- Torches
- Trash Bags
- Wipes

TOOLS

- Auger Bits
- Bearing Pullers
- Chisel Attachments
- Compressors
- Diamond Blades
- Drill Bits
- Electrical
- Flap Wheels
- Grinding Wheels
- Guides
- Hammer Attachments
- Hand Tools
- Job Site Boxes
- Pneumatic
- Polishing Wheels
- Power Tools
- Pressure Washers
- Saw Blades
- Screw Driver Attachments
- Socket Driver Attachments
- Specialty Bits
- Tool Belts
- Tool Boxes
- Tool Chests
- Wet/Dry Vacs

TAPES

- Duct & Cloth Tape
- Electrical Tape
- Masking Tape
- Packaging Tape
- Re-pulpable Tape
- Specialty Tape
- Splicing Tape

LUBRICATION

EQUIPMENT

- Accessories
- Equipment
- Grease Guns
- Oilers

BEARINGS

Aetna
Alinabal
American Roller
Auburn
Aurora
Barden
BCA
Berliss
Boston Gear
Bower
Browning
Bunting
Cooper
Dodge
Fafnir
FAG
Garlock
Heim
Hub City
INA
Kaydon
Killian
Link Belt
MPB
MRC
Mathews
McGill
Messinger
Miether
Nice
NSK
Osborn
RBC
Rexnord
RHP
Rollway
Rotek
SKF
Schatz
Sealmaster
Spherco
Timken
Torrington

MECHANICAL POWER TRANSMISSION

Altra Industrial Motion
Ameridrives Couplings
Bibby Transmissions
American Metric
Baldor Electric
Dodge Reliance
Master Reeves
Bodine
Boston Gear
Delroyd Worm Gear
Formsprag
Huco Dynatork
Inertia Dynamics
Marland Clutch
Nuttall Gear
Stieber Clutch
Warner Electric
Brewer Machine & Gear
Climax Metals
Curtis
Danaher Motion
Deltran
Diamond Chain
Duff-Norton
Emerson Power Transmission
Browning
Kop-flex
Morse
US Gearmotors
Fenner Manheim
Force Control
Gates Corporation
Lovejoy
Martin Sprocket & Gear
Motion Mill Shaft Services
Nexen
Nord Gear
Regal Beloit
Electra Gear

Foot-Jones
Grove Gear
Hub City
Ohio Gear
Renold
Renold Power Transmission
Whitney/Jeffrey Chain
Rexnord
Falk Corporation
Rex-Link Belt
Stearns Brake
Ringfeder
Ruland Manufacturing
SEW-Eurodrive
Stober Drives
Sumitomo Drive Technologies
TB Wood's Inc.
Textron
Cone Drive
David Brown
Radicon
U.S. Tsubaki, Inc.
WM Berg
Winsmith
Zero-Max

ELECTRICAL & INDUSTRIAL

AUTOMATION
ABB Controls
American Sensors
Baldor/Reliance
Benshaw
Bodine Electric
Boston Gear
Danaher Motion
Pacific Scientific
Seco
Superior Electric
Danapar Controls
Electrical South
Emerson Industrial Automation
Control Techniques
Fincor
Safronics
Emerson Motor Technologies
USEM
Ferraz Shawmut
FLIR Systems
GE Commercial Motors
General Electric
Hammond
igus
Joslyn Clark Controls
Littelfuse
Motortronics
Omron STI
Panasonic Electric Works
Process Control Systems
Raytek
Siemens Energy & Automation
Sumitomo
SUNX
Telco Sensors
TB Wood's/Vacon Drives
The Parker Group
Warner Electric

LINEAR & MECHATRONICS

Altra Industrial Motion
Boston Gear
Huco
Warner Electric
Bishop-Wisecarver
ConeDrive/Texttron
CQM
Danaher Motion
Thomson Linear
Thomson Micron
Del-Tron Precision
Duff-Norton
Faztek
igus
INA Linear
Joyce-Dayton
Lovejoy
Macron Dynamics

Nexen
Nook Industries
NSK Linear
Pacific Bearing
Parker Bayside
RBC Ball Screws
Rockford Ball Screw
Rollon
Ruland
TK Simplex & Uni-Lift
SKF Linear
THK
Thread-Craft
Warner Electric
Wedin Ball Screws

PNEUMATICS

Alcon
Arrow Pneumatics
Bosch Rexroth Pneumatics
Champion Air Compressors
Chicago Cylinder
Cooper Air Motors
Buckeye Air Motors
Dotco Air Motors
Gardner Denver Air Motors
Curtis Air Compressors
Enidine
Air/Springs & Shock Absorbers
Faztek
Georgia Hydraulics
Hydronic
Ingersoll Rand
Mead Fluid Dynamics
SMC
Vortec

HYDRAULICS

Almo
American Industrial
Anchor Flange
Apollo
Bailey Hydraulics
Barco
Behringer
Bi-Torq
Bloom Manufacturing
Bosch Rexroth Pneumatics
Brand
Brevini
Champion
Char-Lynn/Eaton
CQM
Daman
Delta Power
Deltrol
DMIC
Duff-Norton
DynaQuip
Eaton Hydrostatics
Filtration Manufacturing
Geartek
Georgia Hydraulics
Gresen/Parker
Hedland/Flo-tech
Hyco
Hycon/Hydac
Hydrokraft/Eaton
Hydronic
Ingersoll Rand
ITT Standard
KYB Hydrostar
Lake Monitors
Lamina
Lion Hydraulics
Magnaloy
McDaniel Controls
Miller Cylinders
Nogak
Oberdorfer
Parker/Greer (Accumulators)
Permco
Prince Hydraulics
Ramsey Winch
Rego
Saint Machine
SC Hydraulic Engineers

Simplex
SPX
Svendsborg Brake
Tobul
Tyrone/Parker
United Electric Controls
Vescor
Vickers/Eaton
WIKA

HYDRAULIC HOSE

Brennan
Cox Reels
Faster
Gates Corporation
ReelCraft
Saint-Gobain Synflex
Weatherhead

INDUSTRIAL HOSE

Boston
Cox Reels
Dixon Valve & Coupling
Faster
Flexhaust
Gates Corporation
HBD Thermoid
HI-TECH
Hose Master
Kuriyama
Nycoil
PT Coupling
ReelCraft
Snap-tite
Swan
Teleflex
Texcel
Titan
U-Novaflex

MATERIAL HANDLING

1st Source Products, Inc.
Abell-Howe Crane, Inc.
Subsidiary of Columbus McKinnon
Aerogo
Aircloc (Vibration Isolation)
Albion Industries, Inc.
Allied-Locke Industries
American Eagle Manufacturing
American Lifts
Ammeraal Beltech, Inc.
Applied Innovative Solutions
Arch Environmental
Equipment, Inc.
Autoquip
Beltservice Corporation
Blue Water Manufacturing
Bucketmaster
Budget Hoist
CCI Conveyor Pulleys
CinchSeal
Columbus McKinnon-Coffing & Little Mule Hoist
Creative Automation
Douglas Manufacturing Co., Inc.
Drives, Inc.
E.R. Wagner Caster & Wheels
Endura-Veyor, Inc.
Equipto
ESCO Corporation
Fabreka
Fenner Drives
Fiberdome, Inc.
FKI Logistex-Mathews Conveyor
FLEXCO
FMC Technologies, Inc.
Forderband Modular Conveyor
G.P. Reeves, Inc.
Goodman Conveyor Company
Habasit
Hamilton Caster
Hewitt-Robins
Hillman Rollers
Industrial Magnetics, Inc.
Interroll
Kipp, Inc.

KWS Manufacturing
Lacey-Harmer Company
LiftAll, Inc.
MECO Omaha
Metso Trellax
Nabrico
Omni Metalcraft Corporation
Precision Pulley & Idler
Price Rubber Company
Putnam Precision Molding, Inc.
R&M Material Handling, Inc./Drivecon
Ralphs Pugh Company, Inc.
Rice Lake Weighing Systems
Richards-Wilcox, Inc.
Roach Conveyor
Rubbermaid
Solus Industrial Innovations
Stephens-Adamson Conveyor Components
SupplyPro
Svendsborg Brakes USA, Inc.
Thern, Inc.
Traden Belt Clamp
Tri-Motion Industries, Inc. (Ballroll)
uni-chains
Van Gorp Corporation
VIBCO, Inc.
Webster Industries
Wesco Industrial Products, Inc.
Zircon Industries, Inc.

SEALS & ACCESSORIES

Accushim
Aloma
American Seal
Chicago Rawhide
Dichtomatik
EG&G
Flexibox
Garlock
International Seal & Packing
J.M. Clipper
John Crane Seal
Mak-A-Key
National Seals
Rotor Clip
Ruland
Smalley
Spirolox
Stafford Collars & Couplings
Standard Locknut
Teadit Gaskets
Transcom
U.S. Seal
Waldes
Whittet-Higgins

PROCESS PUMPS

- American Marsh Pumps
- Aplex
- Barnes Pump
- Berkeley Pumps
- Burks Pumps
- Cat Pumps
- CH&E/ABS Pumps
- Continental Pumps
- Deming
- Finish Thompson, Inc.
- Goulds Water Systems
- Gusher Pumps
- Hypro/Sherwood Pumps
- Inno-Mag Pumps
- Little Giant Pumps
- Myers
- Roper Pumps
- Sta-Rite Pumps
- Tuthill Pumps
- Versa-Matic Pump
- Weinman Pumps


INDUSTRIAL SUPPLY PRODUCTS

3M
Albert Stamping
Allegro

Allway Tools
AMMEX
AMREP
Bahco/Milford
Bahco Tools
Barnes
Best Manufacturing
Blaster Chemical
CDI
Cooper Tool
Continental
CRC Industries
Crescent
Crews Inc.
DeWalt
Dow Corning
DuPont Krytox
DuPont Spray Lubricants
Eagle Manufacturing
Ecklind
Emerson Ventilation
Energizer
Eram
EverMax
Fibre-Metal
Gardner Bender
GOJO Ind.
H.K. Porter
HeliCoil
Igloo
Intertape
ITW Devcon
ITW Dymon
J.H. Williams
Justrite
Kennedy Tools
Kimberly-Clark
Krylon
Lakeland
LFS Glove & Safety
Loctite
Garlock
LPS Laboratories
Lubriplate
Lufkin
Marson
Master Lock
MRC Safety
Mechanix Wear
Milwaukee Tool
Mi-T-M
New Pig
Nicholson
Norsemen
North Safety
Permacel Tape
Permatex
Plumb
Port-a-Cool
PT Technologies
Rubberstet
Salisbury
Sellars
Sherwin-Williams
Simple Green
Sioux Tools
SLI Lighting
Sprayon
Squwincher
Starrett
Superlube
Synco Chemical
United Abrasives
U.S. Abrasives
UVEX
Wedco
Weiler Brush
West Chester
White Lightning
Wiss
Woods Wire
Xcelite



**Integrated
Business
Solutions®**

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Technology

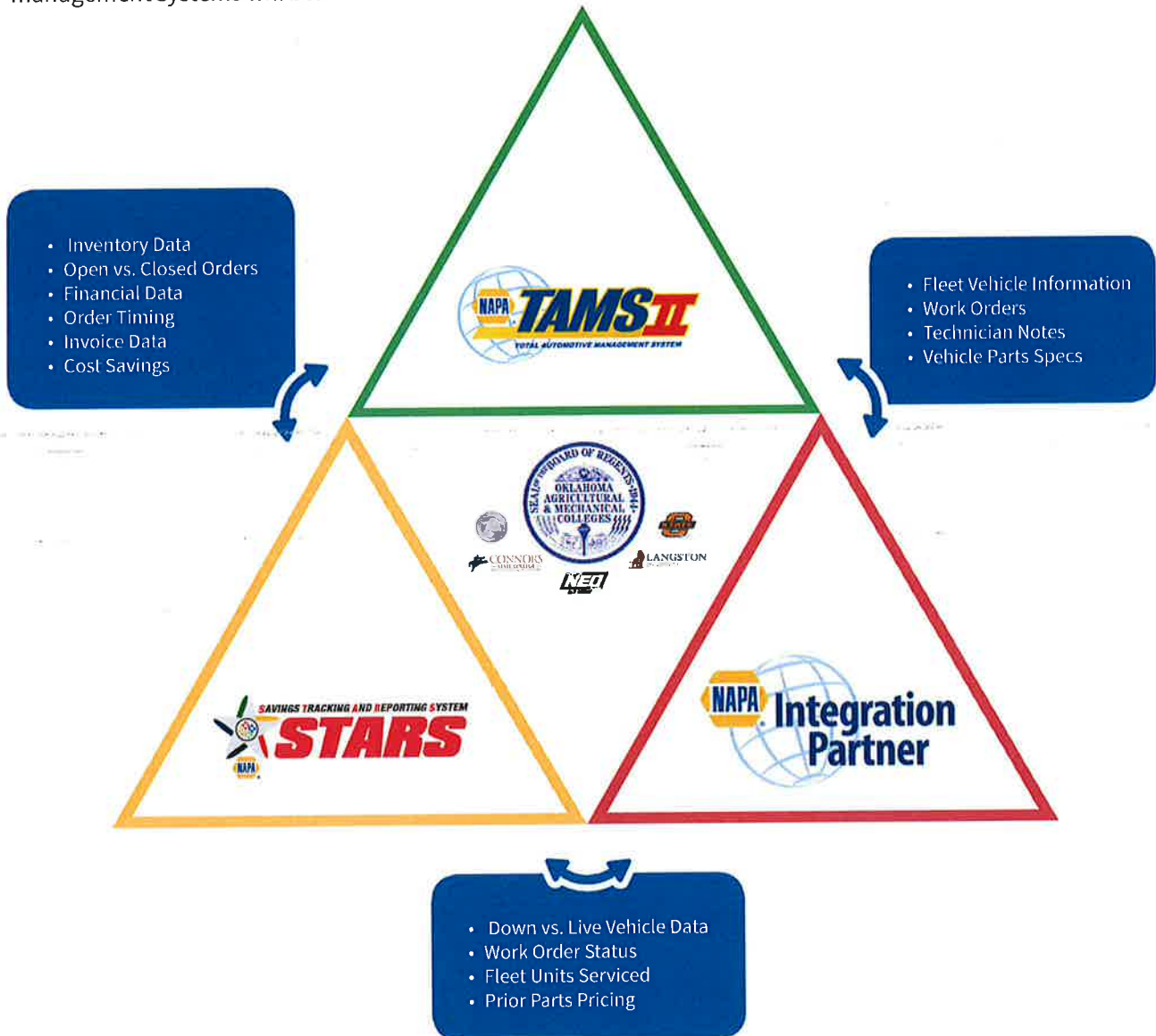


Submitted By: Genuine Parts Company / NAPA Integrated Solutions Business by Paul Schleich, IBS Division Manager / (956) 832-2996

Prepared For: Oklahoma State University / Oklahoma State University // Stillwater, Oklahoma 74074

IBS TECHNOLOGY SUMMARY

Through decade upon decade of success and growth, Genuine Parts Company and NAPA Integrated Business Solutions have always placed a dedicated focus on improving technological capabilities and staying ahead of the competition as the industry leader in not only parts management, but in technology. While each of our proprietary technological components stands alone and can contribute tremendous value to your operation on its own, the true beauty of our technology offering is most evident in the integrations between them all. Simply put, the more components you implement, the better your data, reporting, communication and parts management systems will be.



**Integrated
Business
Solutions**

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INFORMATION TECHNOLOGY SECURITY PLAN

As security threats change in the digital age and become more sophisticated, NAPA Integrated Business Solutions and our parent company, Genuine Parts Company, have embarked on a company-wide initiative to further enhance our security capabilities to help protect our employees, customers and business information. We currently leverage Verizon Security to perform periodic security assessments and we ensure that all critical business systems, including those in our IBS operations, are monitored continuously. We invest in security technologies and practices to reduce the risks of a system intrusion or data breach.

All of the efforts that NAPA invests in carry benefits on to our customer as well. We understand that your data sensitivity and security is of utmost importance to you and we are here to ensure it remains untampered with. Most of the ongoing security efforts we implement are targeted at protecting one of (1) Enterprise Security; (2) Data Security; or (3) Data Backup, and include :

1 Enterprise Security

- PCI scanning on a quarterly basis. Prioritize and remediate vulnerabilities as appropriate
- Annual penetration testing of our major B2C and B2B internet facing systems
- Annual Penetration testing of store systems
- Quarterly vulnerability scanning of internet/intranet facing systems
- Risk assessment and management leveraging Verizon's Security Management Tool (SMP)
- Patching of systems based on Zero-Day vulnerability and criticality
- All integration services are controlled via pre-defined Authentication and Authorization process, including pre-registration with our customers

2 Data Security

- Data is secured in our Verizon CoLo data center with strict Access Control Lists around systems, data and file access
- For all employees, training and signature required on IT acceptable use and security policies
- Managed Symantec Endpoint Protection (SEP)



3 Data Backup

- All customer data is backed up in two centralized servers, one in Atlanta and one in Dallas
- If your system ever goes down, or one of ours does, your data will remain backed up forever



Going forward, our company will continue to monitor developments in data and system security threats and will adjust our protection efforts to counter these risks to our business and yours. As our customer, you will rest easy knowing that integrating your systems with ours will never compromise your security.



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Information Technology Security Plan | 33

POINT OF SALE TECHNOLOGY

Part of the technological benefit of partnering with NAPA Integrated Business Solutions is access to our proprietary Point-of-Sale, inventory control and reporting system, Total Automotive Management System (TAMS), which accesses inventory across the whole country from anywhere that it is implemented. TAMS, which was designed and developed exclusively for NAPA Auto Parts facilities, is currently in use in over 6,000 NAPA Auto Parts Stores and IBS operations.

FEATURES OF OUR POINT OF SALE BILLING AND MANAGEMENT SYSTEM INCLUDE :

- Master Interchange
- Inventory Control
- Custom Pricing
- Parts in Stock and On Order
- Parts on Backorder Information
- Lost Sales Report & Analysis
- Automatic Stock Levels By Part
- Parts Cost
- Utilizes bar code formats specified for NAPA part numbers
- Historical tracking of parts issued to your specific equipment units



All of the above features work together to create a digital environment where a customer can see all aspects of the business at work. This transparency into our operations is a large driving factor in IBS's success and that of our customers. Beyond what is listed above, TAMS offers the exclusive capability to create customized integrations on request.

In addition to TAMS and our ability to integrate with any major Fleet Software program, IBS has gone further to develop a web-based reporting solution specifically tailored to satisfy the more frequent reporting of key performance indicators that our customers have asked for and that are outside the capabilities of TAMS. This Savings Tracking and Reporting System (STARS) will offer the following benefits and more :

FEATURES OF OUR REPORTING AND PERFORMANCE METRIC TRACKING INCLUDE :



- Allows for more accurate tracking and budget planning
- Track and Monitor Facility Performance
- Track and Monitor Technician Performance
- Displays daily detailed spending
- Provides daily reporting of fleet availability
- Ability to track special orders at any point in the order process

**For more detailed information on the reports that TAMS and STARS can provide, please refer to their corresponding*



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Point of Sale Technology | 34

TAMS REPORT EXAMPLES



In addition to being the Point-of-Sale interface in more than 6,000 NAPA Auto Parts Stores nationwide, the Total Automotive Management System (TAMS) can provide more than 280 detailed reports on inventory status, parts orders, cost and savings, special orders and more. While the reports you will receive from us can be customized to fit your needs, the following pages contain examples of some of the most common reports that we use in IBS that we feel bring a lot of value to our customers :

- On Order Recap Report
- Special Invoice Report
- Line Inventory Value Report
- Top Product Line Sales Ranking Report
- Core Activity Report

In each example, we provide a short description of the purpose and value of the report, along with callouts and definitions of key data items within the report.



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TAMS Report Examples | 35

TAMS REPORT EXAMPLES

ON ORDER RECAP REPORT

Displays all parts currently on order to give the customer a snapshot of what will be arriving at the facility soon. This can be cross-referenced with fleet units waiting on parts to know when your vehicles will be back out on the road.

Report Viewer

07/30/2015 08:30 AM O N O R D E R R E C A P (23233)

700001076 - 076 Gwinnett Co Accounting Day - 21

Part Number	Group Code	Class Code	Available Quantity	--- On Order ---		-- On Backorder --		- On Factory Order -	
				Quantity	Days	Quantity	Days	Quantity	Days
BAT - NAPA BATTERIES									
7236	70	D	16.00					40	2
7527	30	D	0.00			1	3		
7594R	30	D	0.00	1		1	8		
Value at Replacement Cost				79.91		137.00		2706.00	
Value at Average Cost				79.81		79.81		2649.92	
BK - BALKAMP									
7151470	290	W	0.00	1					
7151471	290	W	0.00	1					
7709224	420	D	1.00	1					
7709236	420	D	1.00	1					
7822226	480	XD	0.00	1					
Value at Replacement Cost				40.79					
Value at Average Cost				37.01					
DTH - DRIVETECH MOUNT									
0422038	10	W	7.00			1			
Value at Replacement Cost						37.11			
Value at Average Cost						37.11			

Page 1 Print Close

- 1 Parts on order are categorized by party type and by specific part number.
- 2 Available quantity – number of each part currently on hand at the IBS store.
- 3 Number of each part currently on order, separated by On Order, On Backorder and On Factory Order
- 4 Value of parts on order at Replacement Cost and at Average Cost.



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TAMS REPORT EXAMPLES

SPECIAL INVOICE REPORT

Shows the previous day's special returns, cores, warranties, voids and offsets. This helps the customer see the status of potential refunds or returns that are being processed.

Report Viewer

07/30/2015 08:39 AM SPECIAL INVOICE RECAP (RPT130)
700001076 - 076 Guinnect Co Accounting Day - 21 Page 1

Line Part	Class	Qty Avail	Note	Qty Sold	Invoice	Type	Customer #	Exp	Sales Rep	Cash -ler	Chgd By	Line Total
** Cores Returned for Credit/Refund **												
JIB MT34		21 Core		-1	416210	CHARGE	4757		97	0	8	-18.00
NAS 25950920		0 Core		-1	416211	CHARGE	4757		97	0	8	-100.00
Total for Cores Returned for Credit/Refund:												-118.00
*** Selection Criteria ***												
Date Range.....CURRENT ACCOUNTING DAY												
*** End of Report ***												

- 1 Parts number that is being returned
- 2 Quantity of each part number still available in the store
- 3 Quantity of each part number that is being returned.
- 4 Invoice detail from original sale
- 5 Total return value by line and by total value of all returns



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TAMS Report Examples | 37

TAMS REPORT EXAMPLES

LINE INVENTORY VALUE REPORT

This report provides a recap of total inventory value by product line so IBS and customer management can accurately assess the status of their current inventory and understand where the most and least investment value is allocated.

Report Viewer

07/20/2015 09:14 AM
700001076 - 076 Guinnett Co

LINE INVENTORY VALUE SUMMARY
End of Month - Accounting Day - 21

(RPT027)
Page 1

Line	Description	Replacement Cost			Average Cost		
		Parts Value	New Cores	Returned Cores	Parts Value	New Cores	Returned Cores
11B	INTERSTATE BATTERY	1712.64	432.00	180.00	1712.64	432.00	180.00
5BH	WALIN TARPS						
5HS	HAVIS SHIELDS						
6GR	CRACO PUMPS	975.11			975.11		
6ST	NUMBERS	4441.37			4441.37		
ABF	FORD						
AC	AC DELCO SPARK	189.75			189.75		
ADD	ADAPTIVE ONE BR	1719.14			1719.14		
AFL	ATL FREIGHTLNR	2559.85			2559.85		
APP	AIRTEX FUEL PUM	105.49			105.49		
APS	ADV FLUID SYS	17.45			17.45		
AG	ADAMS TIGER HOVER	2640.32			2640.32		
ATC	ALTRON IMPORT C	124.10			124.10		
ATF	ARMSTRONG INDUS			12.97			12.97
AMN	AMCO	67.65			67.65		
AMO	ALAMO PARTS	1696.64			1696.64		
APT	ATL POWERTRAIN	1086.30			1086.30		
APX	APEX TOOLS						
ANW	ARNOTT SUSPENS						
ASP	AUTOLITE SPARK	217.10			217.10		
ATK	ATK REMAN ENGIN						
ATH	ALTRON IMPORTS						
ATP	NAPA AUTOMATIC	62.68			62.68		
AVB	ADVANTAGE BULBS						
GLV	GLVA BATTERIES	8424.30	2700.00	252.00	8424.30	2700.00	252.00

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- 1 Line code and Description for each part in inventory.
- 2 Total parts inventory and core value for each Line Code based on Replacement Cost.
- 3 Total parts inventory and core value for each Line Code based on Average Cost.



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TAMS Report Examples | 38

TAMS REPORT EXAMPLES

TOP 20 PRODUCT LINE PURCHASE RANKING REPORT

This report shows a list of the top product lines sold in your IBS store, based on year-to-date volumes. Not only does it give your facility managers insight into which parts your operation spends the most money on, but it shows NAPA IBS's gross profit margin and dollars on every item so you can be assured our pricing is compliant with the model and profit levels agreed upon in our contract.

07/30/2015 08:45 AM
700001076 - 076 Owinell Co

(RPT218)
Page 5

TOP 20 Product Line Sales Ranking
Accounting Day - 21
Sorted by - YTD Sales/Product Line

Product Line	Description	Jun 2015	Jun 2014	% Incr (Decr)	YTD	LYTD	% Incr (Decr)
SNI	Snider Tires	Sales 58,631.96	63,435.90	-7.6%	306,677.01	326,016.03	-5.9%
		Gross Profit 4,552.07 7.8%	4,794.99 7.6%	-5.1%	24,406.81 8.0%	25,591.13 7.8%	-4.6%
NAS	NASHCHEVROLET	Sales 40,296.61	39,724.94	1.4%	248,634.92	204,192.52	21.8%
		Gross Profit 9,823.08 24.4%	8,726.76 22.0%	12.6%	58,399.51 23.5%	43,799.04 21.4%	33.3%
SMG	STNMTNGOODYEAR	Sales 43,838.89	37,611.30	16.6%	233,250.21	187,203.50	24.6%
		Gross Profit 4,004.56 9.1%	3,419.44 9.1%	17.1%	21,262.22 9.1%	17,020.20 9.1%	24.9%
UNV	UNIVERSALLINE	Sales 20,882.76	41,459.55	-49.6%	138,609.34	207,513.32	-33.2%
		Gross Profit 3,927.76 18.8%	3,918.55 9.5%	0.2%	18,380.90 13.3%	20,202.45 9.7%	-9.0%
TWD	TRACTION DISTRI	Sales 20,637.97	20,810.09	-0.8%	88,880.94	60,603.84	46.7%
		Gross Profit 5,700.94 27.6%	5,214.93 25.1%	9.3%	22,997.35 25.9%	15,816.94 26.1%	45.4%
FIR	MISC FIRE EQUIP	Sales 12,351.70	14,059.99	-12.2%	72,370.96	58,912.85	22.8%
		Gross Profit 2,176.26 17.6%	2,491.98 17.7%	-12.7%	13,174.07 18.2%	11,120.28 18.9%	18.5%

- 1 Product Line Code and Description for each of the Top 20 selling Product Lines.
- 2 Current month Part Sales and IBS Gross Profit dollar amounts.
- 3 Gross Profit Margin on each product line based on contract agreement and IBS profit goals.
- 4 Current month sales numbers for the same product line in the previous year.
- 5 Current year-to-date and previous year-to-date sales and profit numbers with percent changes.



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TAMS REPORT EXAMPLES

CORE ACTIVITY REPORT

Lists all cores billed and credited in a predetermined time period, including product line, part number, invoice information, quantities and core values. This shows that the number of returned parts billed and credited are equal so you know all cores are processed correctly.

Report Viewer

07/30/2015 08:41 AM
700001076 - 076 Gwinnett Co

CORE ACTIVITY REPORT
Accounting Day - 21

(RPT101)
Page 9

Customer Number	Customer Name	Sales Rep	Line	Part Number	AD	Core Invoice	Invoice Date	Parts Invoice	Sales Qty	Return Qty	Core Value			
4757	GWINNETT CO/SUPPORT SERVI	97	NAS	25950920	1	414096	07/01/2015		1		100.0000			
			NAS	25950920	9	414909	07/14/2015		1		100.0000			
			NAS	25950920	20	416137	07/29/2015		1		100.0000			
			NAS	25950920	20	416185	07/29/2015		1		100.0000			
			NAS	25950920	1	414096	07/01/2015			1	-100.0000			
			NAS	25950920	9	414909	07/14/2015			1	-100.0000			
			NAS	25950920	20	416137	07/29/2015			1	-100.0000			
			NAS	25950920	20	416185	07/29/2015			1	-100.0000			

												4	4	0.0000
			97	NAS	97	NAS	09017845	15	415654	07/22/2015		1		45.0000
													1	-45.0000

												1	1	0.0000
97	NRP	97	NRP	221003	19	416036	07/28/2015		1		101.9200			
										1	101.9200			
											1	-101.9200		
										1	-101.9200			

									2	2	0.0000			
97	PST	97	PST	VD0A2C53299059	14	415635	07/21/2015		1		28.2300			
											1	-28.2300		

Page | Print | Close

- 1 Part Line and Number information.
- 2 Core invoice number and date.
- 3 Sales quantity and return quantity for each returned part with line item totals.
- 4 Purchase and return values and total (should equal zero if all cores are processed properly.)



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TAMS Report Examples | 40

FLEET & ENTERPRISE SOFTWARE INTEGRATION

NAPA Integrated Business Solutions has the unmatched, exclusive ability to fully integrate our proprietary point-of-sale system directly with your existing fleet management software. Our industry leading integration capabilities benefit our customers by allowing them to, depending on the software they currently have in place, electronically receive parts requests from an active work order and ensure that any part invoiced is attached to a specific work order and technician.

Furthermore, integration allows for inventory levels to be updated electronically and automatically with all parts activity (purchases, returns, etc.). Finally, this provides the opportunity for automated or on-demand data feeds between our system and reports and your fleet database. We at IBS pride ourselves on transparency and open communication with our customers and this integration takes that one step further and gets you closer than any other vendor can to knowing exactly what is going on in your business.



Fleet Software Integration

Before you even open your IBS store, our Headquarters management team, including our software integration specialists, will talk with you about your technological needs and how our integration capabilities can provide the right solutions for you. If your fleet management software is one we have already established integrations with, our team will produce a scope of work to seamlessly implement the integration in the weeks leading up to your IBS opening. If we have not worked with your software before, we will discuss our options with you and your software provider and, if agreed upon, we will jointly develop a new integration for your shop.



Enterprise Software Integration

As an added bonus, NAPA IBS can also work with you to integrate our point-of-sale and reporting systems with your **enterprise or e-procurement** system. This provides further connectivity between suppliers, inventory, work orders and parts purchases. Many of the enterprise systems we work with today are listed below.



The following pages outline the technical requirements and implementation steps to perform an integration with your particular system. Once implemented, your operation will have the full support of our IT staff to make sure the processes put in place always perform at the highest possible level.



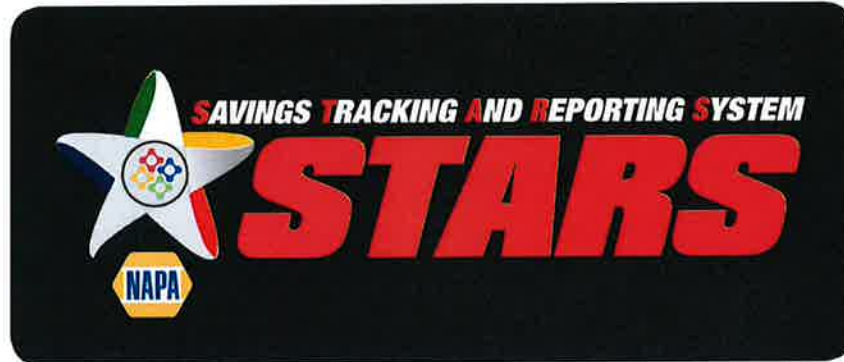
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Fleet & Enterprise Software Integration | 41

SAVINGS TRACKING AND REPORTING SYSTEM (STARS)



NAPA Integrated Business Solutions' proprietary Savings Tracking and Reporting System (STARS) is one of the keystones of what differentiates us from our competition. STARS gives our customers and our management team up-to-date reporting capabilities in all of the most critical factors and performance metrics for your business and ours. STARS includes reporting on daily work order status, parts orders, fleet units down, daily transactions, inventory levels, fill rates and cost savings and compares them all against the IBS standards set forth in our contract. Before opening your new IBS store, our Information Technology, Operations and Management teams will work with you to set you up with free STARS reporting so you are tracking everything from the first part sold. From then on, STARS reports will be a significant focal point of the Quarterly Business Reviews are management team will have with yours to discuss our performance. STARS is an exclusive offering that promotes the IBS values of open communication, transparency, constant improvement and performance tracking and optimization.

Below are examples of the reports STARS can provide :

- Customer Summary Report
- Daily Status Report
- Parts on Order/Unit Status Report
- Daily Transaction Report
- Vehicle Out of Service Report
- Fill Rate Report
- Cost Comparison Report
- Inventory Snapshot Report



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Savings Tracking and Reporting System (STARS) | 42

SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

STARS REPORT #1 : CUSTOMER SUMMARY REPORT

One-page overview of daily activity. This report provides information on units serviced versus units down for parts; parts, work order and dollar spend activity; pending parts order and open work order totals; and a customizable snapshot of customer year-to-date totals. This gives management a view on the day-to-day efficiency of our parts operation and how it is affecting your vehicle down percentage.

IBS Performance Summary, 01/21/16



This report highlights, for 01/21/16, the units serviced, units down, parts/work orders issued and pending. Also summarized, are the parts/work orders, issued over the budget year and calculates a weekday average.

# Site	As of 01/21/16			Units Serviced / being Serviced as of 01/21/16		Parts Issued / Work Orders Completed on 01/21/16			Parts Issued / Work Orders Completed During the Budget Year (07/16/16) ***				Pending Summary				Average Parts Issued Per Day Over BY							
	Rollout Date	Unit(s) Assigned	%	Assigned Unit Down	Units Serviced By NAPA **	Units Serviced Down	Unit(s) Serviced	# of Parts	Amount	WO	# of Parts	%	Amount	%	WO	Units Serviced	# of Parts	%	Open WO	%	Open Units	%	# of Parts	Amount
09/01/13	-	0.0%	-	-	177	-	196	\$3,121	-	17,893	3.1%	\$354,773	3.2%	1	4	4	8.3%	2	6.2%	2	6.5%	131	\$2,590	
03/01/11	1	0.0%	-	-	11	-	19	\$10,953	-	83,040	14.6%	\$2,294,236	20.6%	1	2,843	1	1.6%	1	3.1%	1	3.2%	606	\$16,746	
06/01/05	18	0.1%	-	-	363	2	1	\$6,207	-	12,281	2.2%	\$231,268	2.1%	1	9	7	11.1%	6	15.6%	5	16.1%	90	\$1,688	
06/01/05	109	0.7%	-	-	563	4	10	\$4,954	45	76,516	13.8%	\$1,223,675	11.1%	5,233	100	10	15.9%	4	12.5%	4	12.9%	573	\$8,922	
06/01/05	21	0.1%	-	1	153	1	-	\$1,082	-	8,815	1.6%	\$214,073	1.9%	1	3	1	1.6%	1	3.1%	1	3.2%	64	\$1,563	
10/01/13	13	0.1%	-	-	125	-	-	\$1,641	-	19,615	3.4%	\$374,357	3.4%	1	2	1	1.6%	1	3.1%	1	3.2%	142	\$2,732	
04/01/11	2	0.0%	-	-	46	-	12	\$11,860	-	29,864	5.3%	\$583,878	5.3%	1	160	-	0.0%	-	0.0%	-	0.0%	210	\$4,262	
06/01/11	-	0.0%	-	-	-	-	10	\$4,536	-	12,807	2.3%	\$375,469	3.4%	1	110	-	0.0%	-	0.0%	-	0.0%	53	\$2,741	
06/01/11	-	0.0%	-	-	42	-	1	\$5,444	-	27,311	4.8%	\$808,836	5.5%	1	56	2	3.2%	2	6.2%	2	6.5%	199	\$4,444	
06/01/11	-	0.0%	-	-	-	-	-	\$6,507	-	8,843	1.6%	\$396,154	3.6%	1	4	-	0.0%	-	0.0%	-	0.0%	65	\$2,692	
06/01/11	2	0.0%	-	-	231	1	8	\$5,568	-	14,547	2.6%	\$524,220	4.7%	1	79	12	19.0%	6	18.8%	5	16.1%	106	\$3,626	
05/01/11	1	0.0%	-	-	23	3	1	\$7,052	-	78,914	14.1%	\$1,827,395	16.5%	1	110	22	34.9%	8	25.0%	6	25.0%	563	\$13,339	
05/01/11	-	0.0%	-	-	-	-	-	\$4,443	-	53,139	8.3%	\$710,559	6.4%	1	5	-	0.0%	-	0.0%	-	0.0%	368	\$5,167	
05/01/11	-	0.0%	-	-	2	-	-	\$4,067	-	45,570	8.0%	\$643,076	5.8%	1	61	2	3.2%	1	3.1%	1	3.2%	333	\$4,694	
05/01/01	-	0.0%	-	-	64	-	12	\$4,650	-	76,472	13.5%	\$692,478	6.3%	1	84	1	1.6%	1	3.1%	1	3.2%	558	\$5,062	
		15,623*	-	13*	1,723	13	82	\$4,646	\$47,284	45	568,539	***	\$11,655,441	-	5,247	3,680	63	-	22	-	31	-	4,150	\$8,997

- 1
- 2
- 3
- 4

- 1 Fleet units serviced by NAPA IBS versus number of units currently down.
- 2 Number of parts orders completed with associated dollar amounts of total orders, separated by site if applicable.
- 3 Year-to-date summary of parts ordered and total cost and associated percentage weights of total business so you can track parts spend by your budget year
- 4 Number of parts and work orders still pending and affected units.




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SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

STARS REPORT #2 : DAILY STATUS REPORT

Allows visibility to a summary of work order status and vehicles/units down for parts on a daily, monthly and year-to-date basis. Includes a summary of daily work orders fulfilled and unfulfilled, as well as a summary of lines and parts for pending and completed work orders.



Work Orders and Units Status Report, 01/21/16

This report summarizes the pending work orders/units, highlighting pertinent information such as order date, ETA, parts quantity, unit status and partial fulfillment status. The report also summarizes completed work orders and parts.

- * As of 01/21/16, City of Sacramento - Main is waiting for 7 parts, under 6 work orders for 6 units.
- * On 01/21/16, 370.0 total parts were provided to close 6 work orders. Additional details are on the following pages.

Pending Summary

Status	Work Orders	Units	Total Parts
Partially Fulfilled	0	0	0.0
Not Fulfilled	6	6	7.0
Total Pending	6	6	7.0

Number of Vehicles Down, assigned to City of Sacramento - Main: 1
 Number of Vehicles Down, that are being serviced: 0

Completed Summary

Date as of Date	Work Orders	Total Lines	Total Parts
January 21, 2016	29	N/A	370.0
Month to Date January 1, 2016 thru January 21, 2016	336	0	2,825.0
Budget Year to Date July 1, 2015 thru January 21, 2016	3,203	11,271	32,272.3

On average, 201.8 parts were delivered per day for the month of January 2016

#	Work Order #	Unit #	Unit	Order Date	Age	ETA	Revised ETA	Unit Down	Shop	Technician	Partially Fulfilled	Notes
1	45524	1503221	MAIN	1/20/16	1	1/21/16	-	No	Service Shop	Yuki, Jason	No	** ON ORDER FROM NAPA DC WITH AMV **
2	463543	11872	FORD	12/07/15	32	1/23/16	-	No	Main Shop	Croemer, Jeff	No	** NEW BATTERY CHARGER HAS BEEN BILLED TO UNIT, WAITING FOR RESULTS ON DEFECTIVE ONE FROM MANUFACTURE IN ORDER TO DETERMINE IF PART IS

- 1 Summary of partially fulfilled and unfulfilled work orders.
- 2 Daily, Monthly and YTD summary of completed work orders and line items.
- 3 Details on each unfulfilled work order, listed by work order number.
- 4 Age of open work order and estimated time of completion.
- 5 IBS counter notes on work order status.



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SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

STARS REPORT #3 : PARTS ON ORDER/UNIT STATUS REPORT

Provides details on fleet availability and status of open items on work orders and special orders. Includes details of all open parts requests by the customer and aging information on open parts orders. This allows us to identify if parts orders remain open past the expected delivery date and which vehicles are down because they are waiting on a parts order.

Parts on Order / Units Status Report, 1/21/16



This report lists the **1** in order by Work Order, Unit Number **2** providing pertinent details about the orders, such as quantities, vendor, ETA and order status **3**.

Product Line	Part Number	Part Description	Quantity	Vendor	Order Date	Expected Due Date	Revised Due Date	Weekday Age	Order Status
1 Work Order Number: 4110-2015-3634 Unit Number: 32670 Unit: 1993 CLARK Gpx-36 Employee: Maxwell, Brian Technician: Held, Paul Note: 8838 SENT OUT FOR REPAIR									
1	RRR	REPAIR HYD TILT CYL CLARK	1	RUMPKE HYDRAULICS	12/11/15	01/15/16		15	Part on Order
2 Work Order Number: 4110-2016-214 Unit Number: X0252 Unit: UNKNOWN N/A Employee: Maxwell, Brian Technician: Klayer, John Note: 41142 WING PLATES HAVE TO CUSTOM FAB									
1	WCP	FABRICATE WING PLATES	100	MBAM PRODUCTS	01/21/16	02/05/16		0	Part on Order
3 Work Order Number: 4110-2016-234 Unit Number: 50952 Unit: 2015 International 7400 SFA 4x2 Employee: Maxwell, Brian Technician: Klayer, John Note: 88989 special order									
1	GSP	OLEOHILL LEVEL LIFT CHAIN	1	KAFFENBARGER TRUCK EQUIPMENT	01/20/16	01/29/16		1	Part on Order
4 Work Order Number: 4110-2016-50 Unit Number: 45732 Unit: 2014 HONDA WX10 Employee: Maxwell, Brian Technician: Tove, Anthony Note: 88888									
1	BSM	76103Y5811 SUCTION PLATE HONDA	1	BUD HERBERT	01/09/16	01/14/16		11	Part on Order
5 Work Order Number: 4110-2016-86 Unit Number: 53645 Unit: 2005 TORO 4100-0 Employee: Maxwell, Brian Technician: Schmidt, Carl / Ron Note: 89830									
1	4TO	88-8773 FILTER BASE TORO	1	CENTURY EQUIPMENT	01/05/16	01/20/16		0	Part on Order
2	4TO	88-8777 FILTER DRAIN TORO	1	CENTURY EQUIPMENT	01/05/16	01/20/16		0	Part on Order

- 1** Open work order number.
- 2** Down unit details.
- 3** IBS employee and customer technician names.
- 4** Part on order details.
- 5** Vendor information.
- 6** Order status and timing information.



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SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

STARS REPORT #4 : DAILY TRANSACTION REPORT

Provides customer with a daily report detailing the parts and supplies issued during the previous day and a summary of the parts and supplies issued month-to-date. By location, this report shows work order number, vehicle description, technician name, part line code, product SKU, part description, transaction date, quantity billed, price and extended price.

Daily Transaction Detail and MTD Recap Report, 01/21/16



The report lists the transactions that occurred on 01/21/16; including purchases, new returns, cores and warranties. Also highlighted is the monthly transaction summary.

-From Jan-01-2016 to Jan-21-2016 Venice issued 1,578.0 parts and supplies, totaling \$28,019.27

-On Jan-21-2016 Venice issued 129 parts and supplies, totaling \$9,465.16 The Jan-21-2016 details are shown below.

Invoice Number	Work Order	Unit Number	Vehicle Description	Technician	Product Line	SKU	Part Description	Quantity Billed	Price	Extended Price
41 10177	38192	3003774	GOFU CD103M-4	-	2JD	RE519526	OIL FILTER	1.0	\$11.28	\$11.28
42 10177	38192	3003774	GOFU CD103M-4	-	90C	4943	15W40 MOTOR OIL QUART	8.0	\$2.10	\$16.80
43 10178	38193	3003774	GOFU CD103M-4	-	8VM	5191	DISTILLED WATER	2.0	\$0.75	\$1.52
44 10178	38193	3003774	GOFU CD103M-4	-	2JD	RE506202	FUEL FILTER	1.0	\$30.72	\$30.72
45 10179	38202	3003514	2010 FORD F150(X17)SC2W	-	90C	4943	15W40 MOTOR OIL QUART	7.0	\$3.10	\$14.70
46 10179	38202	3003514	2010 FORD F150(X17)SC2W	-	1FD	FL820S	OIL FILTER	1.0	\$4.42	\$4.42
47 10180	38203	3003514	2010 FORD F150(X17)SC2W	-	WIP	69032	ACCUFIT CONVENTIONAL	2.0	\$5.84	\$11.68
								129.0		\$9,465.15

- 1 Part details are sorted by Invoice Number
- 2 Product Details : Product Line, SKU and Description
- 3 Quantity and Pricing Detail



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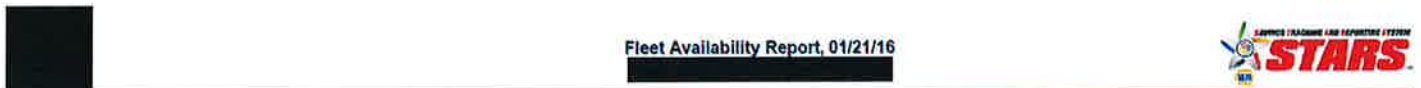
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Savings Tracking and Reporting System (STARS) | 46

SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

STARS REPORT #5 : VEHICLE OUT OF SERVICE REPORT

This report shows the trend in vehicles that are out of service, compared with the allowable percentage down based on customer standards and contract agreements. It provides fleet management a daily graph of maximum allowable fleet down for parts percentages versus actual fleet down percentage.

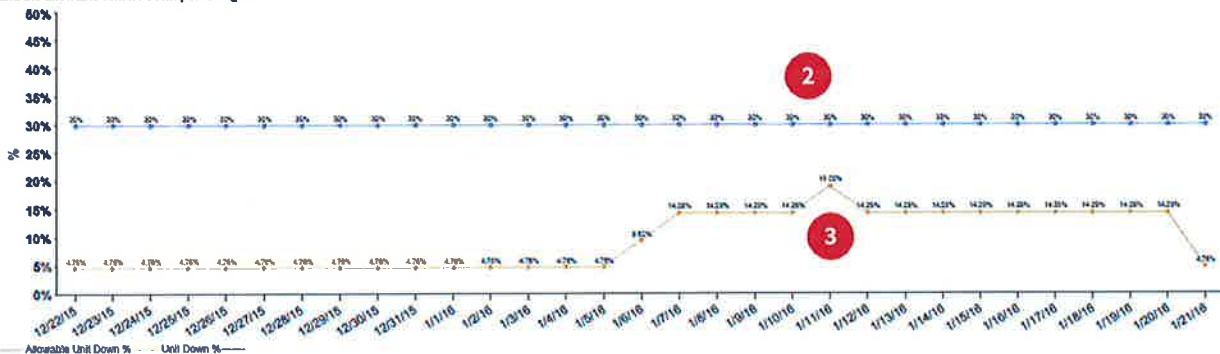


The report highlights the percentage of units that are down compared to the maximum allowable percentage down.

The Graph below shows the number of vehicles out of service by day for [redacted] over the last 30 days. As of 01/21/16, 4.76% of the vehicles were down, waiting for parts



The graph below shows the percent of vehicles out of service by day for PWVE - McCarty over the last 30 days and the allowable vehicle down percentage.



- 1** Total number of units down for parts by day.
- 2** Allowable percentage (20% above, based on contract agreement) of vehicles down.
- 3** Actual percentage of vehicles down (less than 0.5% above).



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SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

STARS REPORT #6 : FILL RATE REPORT

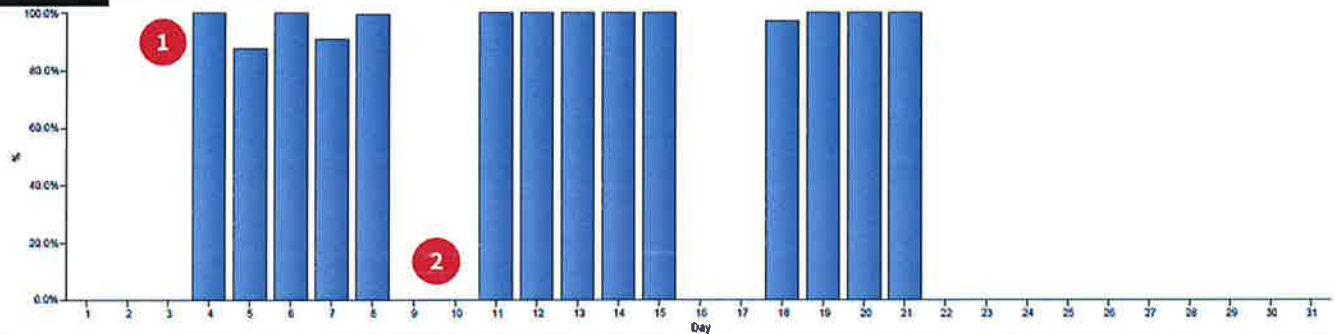
Calculates and presents parts fill rates by site. This is a summary of parts available on-demand versus parts unavailable and on order. It includes daily and month-to-date calculations. Fill rates are one of the most commonly used and important Key Performance Indicators in our business as they show our customer what percentage of parts are fulfilled on the spot.

IBS on Demand Fill Rate Report, 1/21/16



This report highlights the parts available, ordered on the part request date; providing the percentage by weekday and month.

has a **98.2%** fill rate for the month of January 2016



	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Available Parts	0.0	0.0	0.0	63.0	305.0	100.0	241.0	178.0	0.0	0.0	1,229.0	304.0	277.0	274.0	439.0	0.0	0.0	197.0	192.0	391.0	289.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Unavailable Parts	0.0	0.0	0.0	51.0	0.0	24.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%	0.0%	0.0%	0.0%	100.0%	87.7%	100.0%	99.4%	99.4%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%	0.0%	97.0%	100.0%	100.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

3

- 1 On-demand fill rate as a percentage (98.8% average above).
- 2 Gaps in the chart are days where the operation is closed so there is no fill rate.
- 3 Details on number of available parts on demand versus unavailable parts, used to calculate the percentages in the graph.



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SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

STARS REPORT #7 : COST COMPARISON DETAIL REPORT

The goal of this report is to show specific parts cost comparisons and other savings metrics realized by our customer. This allows us to set specific cost savings goals by site and measure the progress monthly. The report will track all superseded parts and show SKU level comparisons. The Cost Comparison Report provides true transparency in our pricing and shows you exactly how much you are saving compared with your previous pricing model.

GPC Parts Cost Comparison Detail Report , 3/17/14

This report highlights the parts price comparison for parts issued on 3/17/14. The total savings, on the reporting date is (\$2,433.58)

Previous Product Line: **LMP-TEST**

Invoice Number	Product Line Code	Product SKU	Part	Part Issued Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	LMP	9003	HALOGEN CAPSULE	1.0	\$4.89	\$4.89	LMP-TEST	9003	RANDOM TEST	1	10	\$10.00	\$5.11
2	LMP	134	BULB	3.0	\$0.26	\$0.78	LMP-TEST	134	RANDOM TEST	1	10	\$10.00	\$9.22
3	LMP	H004	HALOGEN LAMP	1.0	\$4.00	\$4.00	LMP-TEST	H004	RANDOM TEST	1	10	\$10.00	\$1.56
				3.0		\$13.67						\$30.00	\$16.33

Previous Product Line: **MAC-TEST**

Invoice Number	Product Line Code	Product SKU	Part	Part Issued Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	MAC	4800	NON-CHLOR BRAKE CLAMP	2.0	\$1.86	\$3.72	MAC-TEST	4800	RANDOM TEST	2	10	\$20.00	\$16.28
2	MAC	4800	NON-CHLOR BRAKE CLAMP	2.0	\$1.86	\$3.72	MAC-TEST	4800	RANDOM TEST	2	10	\$20.00	\$16.28
				4.0		\$7.56						\$40.00	\$32.44

Previous Product Line: **NBH-TEST**

Invoice Number	Product Line Code	Product SKU	Part	Part Issued Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	NBH	30186	IDLER PULLEY	1.0	\$10.26	\$10.26	NBH-TEST	30187	RANDOM TEST	1	10	\$10.00	(\$0.26)
2	NBH	30450	DR BELT TENSIONER ASSY	1.0	\$38.08	\$38.08	NBH-TEST	30451	RANDOM TEST	1	10	\$10.00	(\$28.08)
				2.0		\$48.34						\$20.00	(\$28.34)

Previous Product Line: **NFR-TEST**

Invoice Number	Product Line Code	Product SKU	Part	Part Issued Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	NFR	ZK0025	AC MACHINE 3	1.0	\$0.00	\$0.00	NFR-TEST	ZK0025	RANDOM TEST	2	10	\$10.00	\$1.00
2	NFR	ZK0025	AC MACHINE 3	2.0	\$0.00	\$0.00	NFR-TEST	ZK0025	RANDOM TEST	2	10	\$10.00	\$10.00

- 1 Actual part ordered detail: line code, SKU, description.
- 2 Actual part order pricing detail.
- 3 Previous part ordered detail.
- 4 Previous part ordered pricing detail.
- 5 Total price difference for particular part (Current price x quantity – Previous price x quantity)
- 6 Total price difference across entire product line.



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Savings Tracking and Reporting System (STARS) | 49

SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

STARS REPORT #8 : INVENTORY SNAPSHOT REPORT

This provides a summary, updated monthly, of total inventory stocked on-site at your IBS store. It includes total inventory on-hand, in units and in dollars, and allows easy identification of fastest moving inventory. The chart also differentiates between NAPA-owned inventory and customer-owned inventory.

Inventory Snapshot Report, 01/21/16



The report is a snapshot of the inventory position and owner, as of 01/21/16

- On 01/21/16, City of Kissimmee had a total inventory of \$250,834.11
 - [Redacted] had a total inventory of \$10,241.15, which is 4.1% of total inventory.
 - NAPA has a total inventory of \$240,592.96, which is 95.9% of total inventory.
- A further breakdown, 01/21/16, [Redacted] is as follows.



This chart illustrates the Total Inventory Value

Current Inventory Values

	QOH	Inventory Value
NAPA	17,337	\$240,592.96
[Redacted]	1,108	\$10,241.15
Summary	18,443	\$250,834.11

1

2

- 1 Inventory unit quantity on hand. The top row is NAPA-owned and the bottom row is customer-owned.
- 2 Total inventory value for NAPA-owned and customer-owned inventory.
- 3 The chart shows the percentage of total inventory value owned by NAPA and by the customer.



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Training





IBS AUTOTECH TRAINING

AVAILABLE TRAINING SUMMARY

At NAPA, we are dedicated to continuously improving the knowledge and skills of our staff members and yours because the better your fleet operation performs, the better we are doing our job. We accomplish this by owning our own training company, NAPA Training, that can offer you the expert training you need to keep operating to your maximum potential.

Our training company offers dozens of pre-planned training modules onsite, offsite and online, many of which are completely free of charge to the customer, or we will work with you to develop a customized training plan that is perfectly tailored to your needs and your schedule.



Tips & Tricks

Product Comparisons

Lunch & Learn

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IBS AUTOTECH TRAINING

AUTOTECH TRAINING MENU

We are dedicated to helping productivity and championing continuous improvement through shop training paced at the speed of the shop. Whether it is on-line, on-site or a classroom study, NAPA IBS has tools to keep fleet technicians and fleet managers on the cutting edge with our exclusive NAPA Autotech offering.

AUTOMOTIVE

Automotive Training Details

IBS 4-Hour Automotive Training Program

- We offer a full 4-hour class schedule to IBS customers to coincide with scheduled Autotech sessions already scheduled in NAPA markets
- All classes will be held during day-time hours.
- Unlimited class size
- This class would include books and certificates of completion through Class Pass - a NAPA Autotech exclusive!
- Cost : \$2,500 per 4-hours class

2016 New Course Topics

- Electrical World Class Diagnostics
- Ford 6.7 Power Stroke Diagnostics Series I
- Fuel System Complete Analysis
- Powertrain Diagnostics - Transmissions
- Prius Diagnostics
- Diagnostics Specialist (Available August, 2015)
- Dynamic Engine Testing (Available August, 2015)
- Volkswagen TDI Diesel Diagnostics (Available August, 2015)

Current Automotive Course Topics

- EVAP Guru
- Diesel No Start, No Code Diagnostics - Ford Power Stroke
- Diesel No Start, No Code Diagnostics - Dodge Cummins and GM Duramax
- J2534 Programming
- Diagnostic Strategies
- Sensor Testing & Waveform Analysis
- Powertrain Diagnostics
- CNG & LNG Systems
- Hybrid Maintenance
- Electronic Circuit Real World Testing
- Scan Tool Dynamics - Kia Systems

HEAVY DUTY

Heavy Duty Course Details

IBS 4-Hour Automotive Training Program

- NAPA IBS offers classroom and hands-on courses with specific training for heavy duty vehicle training
- No maximum of students for classroom only courses
- Hands-on classes limited to 8 students
- We provide materials and class certificate
- This is part of the ClassPass program with additional online references available after attending class
- Cost : \$2,000 per 4-hours class

Heavy Duty Course Topics

NAPA offers 4-hour Course Topics

- Allison Drivability Diagnostics
- Allison Overhaul
- Heavy Duty Air Brakes Diagnostics (Hands-On, 8 hrs)
- Heavy Duty Air Conditioning Service
- Heavy Duty Electrical System
- International Engine Control Systems

SSG Lunch & Learn Product Training

1-Hour NAPA product classes conducted by the NAPA Dedicated Product Representatives

- As an added value, NAPA IBS can provide a short, 1-hour no-cost "lunch and learn" product class on-site for technicians
- Training courses are provided in brakes, chassis, diesel, electrical, heating and cooling, heavy duty, paint, body and equipment, undercar, underhood
- Coordinate "lunch and learn" NAPA IBS training by working with your IBS on-site store manager and local IBS management to coordinate dates, time and topics for your shop

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Autotech Training | 53

IBS AUTOTECH TRAINING

1st Half 2016

Complete Fuel System Analysis - Ford PowerStroke Engines *Course No: 6553*

Goal: Technicians will gain a vast understanding of the issues poor fuel quality can produce and know how to test fuel with confidence. They will be able to perform the following test and know what to look for every time.

- Visual inspection for contamination and suspended water
- Bio fuel content
- Specific gravity
- Algae or microbial growth (bugs)
- Recognize Asphaltene issues

In this class we will explore all of the PowerStroke fuel systems in depth through the years and will cover all models from the 6.7L to the 7.3L. Some of the benefits you will gain include:

- Complete fuel system understanding which will lead to faster diagnostics
- Time saving techniques for testing fuel systems
- Proven effective tools & equipment demonstrated through videos and discussion

Powertrain Diagnostics - 4X4 and AWD *Course No: 6564*

In this class NAPA Autotech reveals many testing methods that will help technicians and shop owners increase their credibility in the 4-wheel drive market. After attending this class they will possess the understanding needed to diagnosis and repair many specialized applications. System overview and testing:

- Ford, GM, Chrysler and Jeep transfer cases
- Push button shift on the fly
- Vacuum actuated hubs
- Shift motors
- Front axle actuators
- Full time 4-wheel drive, AWD

In addition to the scan tool this class also introduces testing using some of the latest diagnostic tools on the market. This type of diagnostic strategy saves hours of shooting in the dark. Innovative testing methods including:

- Scan data analysis
- Code diagnostics
- Lab scope
- Current probe
- The HOOK
- DVOM
- Vacuum testing

Diagnostic Specialist - Misfire *Course No: 6563*

Goal: Learn the testing techniques and the procedures necessary to base line any vehicle quickly. Attendees will also develop and hone their data analysis skills as we walk them through real life case studies. Some of the topics included:

- Misfire techniques
- Engine integrity
- Crankcase pressure waveforms
- Secondary ignition analysis
- Pressure pulse analysis
- Exhaust pulse analysis
- Exhaust back pressure testing
- Coil and ignition module testing
- Lean and rich conditions
- Injector balance testing

This class was developed to expose the technician to as many innovative tools and techniques as possible so each technician can strengthen their diagnostic arsenal with the tools they already own and at the same time bring awareness of new cutting edge tools and techniques available.

ClassPass

Keeping up-to-date is essential for technicians who work on today's complex vehicles. Enroll in the NAPA Autotech CLASSPASS program and receive extra online training materials, special discounts and membership in the NAPA Autotech community of automotive technicians. Your CLASSPASS Card gives you access to important class information any hour of the day.

NAPA AutoCare Centers receive FREE eLearning for 2016 when you subscribe to the NAPA Autotech "Schedule My Success 2016" class package.



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Autotech Training Schedule | 54

IBS AUTOTECH TRAINING

Sealing Technology and Techniques *Course No: 6560*

There is nothing more frustrating than a reoccurring leak on a vehicle. Your customer hates it, you hate it, and it seems like it should be a simple fix. This is not always the case as you well know. Sometimes the simple things can be the most difficult to fix without insight to the root problem. Here are a couple of questions to consider:

- How many rear mains seals does it take to fix an engine with excessive blow by?
- How much blow by is too much?
- Can your machine shop sabotage your head job with the wrong roughness average?
- Do I have a combustion leak into the coolant system or a stuck thermostat?
- Anybody got any way to leak test this motor before I install it?
- All O-rings are the same, right?

Expect to improve and gain skills in these areas:

- Head gasket testing and repair
- Head bolt removal
- Seal installation including transmission input seals
- Choosing the right O-ring or gasket for each application
- Mating surface preparation
- Using innovative testing procedures
- Using the equipment you already own to its full potential
- Full floating rear end sealing techniques
- Using special seal installation tools

Air Conditioning Diagnostics & Procedures *Course No: 6528*

Goal: Equip technicians with the knowledge and skills to test and repair air conditioning systems. Be successful and profitable with AC service.

- Refrigerant Update
 - HFO1234y
- Technological Changes
 - Variable compressors
 - Clutch-less compressors
 - IMX heat exchanger
 - Ejector
 - Thermal storage evaporators
- Advance Temperature Testing
 - "At The Fender" check sheets
- Latest equipment discussion
- Proper flushing procedures
- Leak testing improved
- "Start/Stop" effects on A/C system
- Hybrid technology

2nd Half 2016

Brake Technology Diagnosis & Repair *Course No: 6559*

Goal: Gain a good solid foundation on the operational principles within the braking system coupled with the comprehension of upcoming technologies are two things technicians can expect to take to the bay after attending this class.

- Brake technology update
- Remember the basics
- Fluid flushing procedures
- Scan tool diagnostics
- Vehicle stability control systems
- Regenerative braking
- Collision avoidance systems

NAPA Autotech brake classes will install the confidence technicians need to stay in the game by updating lead technicians with new technology, and establishing a strong foundation for new techs to stand on.

Next Gen Maintenance *Course No: 6558*

Technicians who are already performing maintenance items such as tune-ups and transmission services will benefit greatly from our pre-service testing procedures that were designed to inform technicians and customers of any underlying issues before the maintenance is performed. Benefits to attending this class will include:

- Understanding which systems must not be overlooked
- Proper fluid selection and testing
- Direct injection systems maintenance demands
- Avoiding the dreaded transmission trap
- Verifying improvement after the procedure
- Coverage of late model carbon issues and cleaning routines
- Ride control systems service
- When to shorten service intervals
- Learn what you been missing

NAPA Autotech brings you the tools and training needed to accomplish this very task.



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IBS AUTOTECH TRAINING

CAN BUS Communication and Diagnostics *Course No: 6565*

Goal: Gain a good understanding and grasp on Controller Area Network or CAN Bus which is a must for any technician.

Having a good basic understanding on how modules communicate means technicians can answer these questions:

- What do I expect to see when I hook up to the CAN Bus with my Labscope?
- How many different communication protocols are there?
- Who is talking on the bus anyway?
- What do I do when the scan tool will not communicate?
- Can I cause a communication problem?
- What steps should I take when I have a configuration error?

Obtain the Know How when it comes to testing these systems. This class provides:

- A basic understanding of what you need to know about bus systems
- Isolating modules for quicker diagnostics
- Tech tips from real world case studies
- Discussion on proper techniques and the importance of terminal integrity
- How to deal with each module one on one
- Precautions that will save you mistakes

Cummins Fuel System Diagnostics and Update *Course No: 6557*

How many vehicle owners do you know will spend the money it takes to maintain a vehicle that is 10 years old and has 200,000 miles on it? Would they spend \$1000 a year to insure they are properly maintained? How about spending \$5000 for a major repair? Diesel truck owners face this reality on a regular basis. The diesel engine market is one of the fastest growing markets in maintenance and repair for this very reason. Learn how to test:

- Cummins supply side volume output
- High pressure pump output
- Injector function
- Injector return circuit
- For misfires easily
- Turbo charger operation

Since the introduction of the common rail fuel system in the Cummins many engine starting issues have surfaced. These issues include:

- No start
- Hard start
- Extended crank times
- Rough idles



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IBS AUTOTECH TRAINING: E-LEARNING COURSES

Testing / Assessments

ASE Test Preparation (Many in Spanish)

- A1-A9 Automotive Series
- B2-B6 Collision Series
- C1 Service Consultant
- G1 Auto Maintenance & Light Repair
- L1 Advanced Engine Performance
- P2 Automotive Parts Specialist
- T1-T8 Truck Series
- X1 Exhaust Systems

Assessments

- A/C
- Alignment/Steering & Suspension
- Batteries, Starting & Charging Systems
- Brakes / ABS
- Diesel
- Electrical
- Hybrid Vehicle Safety
- New Technician Essentials
- Service Sales

Service Essentials for New Hires

Customer Service

- Customer Satisfaction
- Professionalism

Safety

- Best Practices for Proper Hoist Usage
- Hand Safety Best Practices
- Hazardous Communication Best Practices
- Lifting and Lowering Best Practices
- Lockout/Tagout Best Practices
- Parking Lot, Bay Area Navigation & Vehicle Safety
- Safe Driving Best Practices
- Shop Safety
- Tool Usage & Maintenance
- Tire Installation That's Good to Go

Technician - New or Experienced

Steering, Suspension & Alignment

- ASE A4 Autotech Test Preparation Series
- Modern 4-Wheel Alignment
- Ride and Vibration
- Steering & Suspension Inspections
- Steering & Suspension System Theory
- Tire Pressure Monitoring Systems

Brakes (Many in French & Spanish)

- ASE A5 Autotech Test Preparation Series
- Basic ABS Troubleshooting and Service
- Brake System Inspections
- Brake System Service
- Brake System Theory
- Diagnosing Antilock Brake Systems

Diesel

- 21st Century Diesels
- Cummins Diesel
- Diesel No Start, No Code Diagnostics - Dodge Ram Cummins - **NEW**
- Diesel No Start, No Code Diagnostics - Ford 6.0L Power Stroke - **NEW**

- Diesel No Start, No Code Diagnostics - Ford 6.4L Power Stroke - **NEW**
- Diesel No Start, No Code Diagnostics - Ford 7.3L Power Stroke - **NEW**
- Diesel No Start, No Code Diagnostics - GM Duramax - **NEW**
- Duramax Diesel
- Ford 6.7 PowerStroke Diagnostics - Part 1 - **NEW**
- Ford 6.7 PowerStroke Diagnostics - Part 2 - **NEW**
- Power Stroke 6.0L Diesel
- Power Stroke 7.3L Diesel

Electrical / Electronic Systems

- Introduction to Automotive Electrical/Electronics
- Airbags Service and Repair
- Electrical World Class Diagnostics Online - **NEW**
- Sensor Testing and Waveform Analysis - 1 - **NEW**
- Sensor Testing and Waveform Analysis - 2 - **NEW**
- Starting and Charging System Service
- Starting and Charging System Theory
- Tips and Tricks for Charging System Diagnostics
- Using Your Digital Multimeter

Engine Performance & Diagnostics

- Automotive Computer Operations
- Basics of Fuel Injection Systems
- Diagnostic Trouble Codes for OBD II
- Distributorless Ignition Systems: Spark Control
- Electrical - Practical Scope Testing - **NEW**
- Electrical - Voltage Drop - **NEW**
- EVAP Guru - The Basics - **NEW**
- EVAP Guru Chrysler System - **NEW**
- EVAP Guru Ford Diagnostics - **NEW**
- EVAP Guru Ford System Operation - **NEW**
- EVAP Guru General Motors System - **NEW**
- Flex Fuel Service
- Fuel Delivery Systems
- Ignition System Maintenance
- OBD II Diagnostics
- OBD II Major Monitors
- PCM Diagnosis and Repairs
- Troubleshooting Distributorless Ignition Systems
- Understanding Sensors and Diagnostic Procedures
- Using the Low Amp Probe for Advanced Diagnostics

Heating & Air Conditioning

- Air Conditioning System Service
- Air Conditioning System Theory
- Automatic Temperature Control
- Belts and Hoses
- Catastrophic A/C Failures: What to Do
- Critical Air Conditioning Service Techniques

Hybrid

- Introduction to Hybrid Systems - **NEW**
- Hybrid and Electric Vehicle Safety - **NEW**
- Hybrid Maintenance and Service Part 1 - **NEW**
- Hybrid Maintenance and Service Part 2 - **NEW**
- Prius Diagnostics Part 1 - **NEW**
- Prius Diagnostics Part 2 - **NEW**

Preventive Maintenance Services

- Air and Cabin Filters
- ASE Intro to Auto Service Series:
 - Preparation and Documentation
 - Fluids, Filters, Belts and Hoses Inspection and Service
 - Suspension, Tire and Brake Inspection and Service
 - Body, Battery, Charging and Electrical systems Inspection and Service
 - Final Quiz

- Automatic Transmission Service
- Battery Service & Replacement
- Cooling System Maintenance
- Fluid Inspection & Top Off
- Fuel System Maintenance
- Lamp Bulb and Fuse Replacement
- Oil Change Service
- Timing Belts and Chains
- Tire Service
- Vehicle Inspections

Management

Microsoft Office

- Excel Basic & Advanced (2007, 2010, 2013)
- Word Basic & Advanced (2007, 2010, 2013)
- PowerPoint Basic & Advanced (2007, 2010, 2013)
- Access Database Basic (2007, 2010)
- Windows 7 (Basic & Advanced) & 8 (Basic)

Managing Staff

Leadership Development Series

- Assessing and Managing Performance
- Delegating for Growth
- Effective Coaching Skills
- Giving and Receiving Feedback
- Implementing Strategy
- Interviewing & Hiring
- Leading and Motivating
- Running A Meeting

Self Development Series

- Art and Science of Communication
- Capitalizing On Change
- Cultivating Customer Loyalty
- Emotional Intelligence
- Making a Presentation
- Managing Difficult Interactions
- Managing Your Time
- Persuading and Influencing Others
- Solving Business Problems

Business Management

Service Sales

- Air Conditioning for Service Sales
- Alignment for Service Sales
- Brakes for Service Sales
- Communication for Service Sales

Shop Management - Workflow

- Maximizing Your Labor Profit Opportunity
- Your Repair Labor Rate
- Diagnostic Labor Systems
- Selling Diagnosis Profitably
- Technician Labor Management System (TLMS)
- Timekeeping Systems
- Parts Management Systems
- Parts Matrixing

Shop Management - Production

- Building Value with Your Customers
- Daily Appointment Schedule and Production Tracker
- Customer Write-Up Procedures
- Rack Workflow System I
- Rack Workflow System II
- Visual Vehicle Inspection Report
- Preventive & Scheduled Maintenance Programs
- Production Tracking



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Autotech Training: E-Learning Courses | 57

IBS AUTOTECH TRAINING - MANUFACTURER TRAINING

System Group	Supplier	Course Title
B*K Sales Group	NAPA Solutions	<ul style="list-style-type: none"> Hybrid Battery NAPA Solutions LED Lighting Program NAPA Solutions Window Regulators
	Selling Mobil	<ul style="list-style-type: none"> Selling Mobil 1 Motor Oil
ESG	NAPA Belden Wire	<ul style="list-style-type: none"> Echlin Guide to NAPA Belden Wire
Filtration	NAPA Filters	<ul style="list-style-type: none"> Introducción a la filtración de combustible de uso intensivo Introducción al filtrado de aire de uso intensivo NAPA Filters Beginner: Auto & LT Filtration Part 1 NAPA Filters Expert: Gas Car & LT Air Induction Systems NAPA Filters Master: Intro to Heavy Duty Coolant Filtration
	Valvoline Lubricants	<ul style="list-style-type: none"> Selling High Mileage Oil Selling Synthetic Valvoline Selling NextGen Oil
Heating & Cooling	NAPA Heating & Cooling	<ul style="list-style-type: none"> Cooling System Specialist
	NAPA Belts & Hoses	<ul style="list-style-type: none"> Accessory Belt Drive System (ABDS) It's Not Just About the Belt NAPA Accessory Belt Drive System Training When the Tensioner Fails
Heavy Duty	Truck-Lite	<ul style="list-style-type: none"> Truck-Lite Heavy Duty Lighting Level 1, 2, & 3
NAPA Brakes & Under Car	NAPA Brakes	<ul style="list-style-type: none"> The Perfect Brake Job Part 1 Brake Pads and Shoes The Perfect Brake Job Part 2 Rotors and Drums The Perfect Brake Job Part 3 Calipers
Paint Body & Equipment	Martin Senour	<ul style="list-style-type: none"> Martin Senour 1: Brand History Martin Senour 2: Paint Chemistry Overview Martin Senour 3: Basic Paint Application Martin Senour 4: Defining Market Segments
Under Car	NAPA Bearings	<ul style="list-style-type: none"> Bearings & Seals Chapter 1: Introduction Bearings & Seals Chapter 2: Tapered Roller Bearings Bearings & Seals Chapter 3: Rear Wheel Axle Bearings
	NAPA Catalytic Converters	<ul style="list-style-type: none"> Catalytic Converters: 5 Basic Diagnostic Checks Catalytic Converters: 5 Basic Diagnostic Checks Spanish Intro to Catalytic Converters (Spanish, too)
	NAPA Drive Tech	<ul style="list-style-type: none"> Mounts 101
	NAPA Exhaust	<ul style="list-style-type: none"> Quiet-Flow Stainless Steel Muffler
	NAPA OESpectrum	<ul style="list-style-type: none"> NAPA OESpectrum (Spanish, too)
	NAPA Shocks & Struts	<ul style="list-style-type: none"> Mastering the Commercial Vehicle Opportunity (Spanish, too) Ride Control - Mastering the Opportunity Selling NAPA Shocks and Struts
	Tenneco	<ul style="list-style-type: none"> Selling NAPA Catalytic Converters Advanced Ignition Technology
Under Hood	Autolite	<ul style="list-style-type: none"> Advanced Ignition Technology High Thread Spark Plug Removal & Installation Ignition System Tune-up Techniques Spark Plug Metallurgy and Testing
	Bosch, Delphi and NAPA Fuel Pumps	<ul style="list-style-type: none"> Fuel Pump Warranty Store Inspection Training
	Echlin	<ul style="list-style-type: none"> Echlin Guide to Battery Cables Echlin Guide to Coil on Plug Echlin Guide to Fuel Injection Sales & Service Echlin Guide to Ignition Theory and Sales Echlin Guide to TPMS Theory
	NAPA Fuel Pumps	<ul style="list-style-type: none"> Fuel Pressure Regulator How to Check Fuel Pressure Voltage Drop Test-Advanced Voltage Drop Test-Beginner
	NAPA Windshield	<ul style="list-style-type: none"> NAPA Vista Beam Blade For Push Button And Pinch Tab Arms

NAPA Manufacturers and Suppliers offer a variety of training that includes courses for Technicians of all skill levels, Service Advisors, Managers and Shop Owners. These courses are organized by type, so that you can pick the training that best fits your needs. **Contact your NAPA AUTO PARTS store for more information.**

Mitchell1 ProDemand

- OnDemand5.com is the Internet edition of Mitchell 1's legendary OnDemand5 Repair and Estimating desktop software program.
- Updated monthly, making it the most current and complete repair information database available.
- Features the most current and complete TSB repository available.
- Powerful TSB Search Engine allows you to search all TSBs for a vehicle on a keyword or phrase.



OnDemand5.com


IDENTIFIX

IDENTIFIX is a great online resource that provides the latest information for diagnosing and fixing specific automotive repair issues. It allows you to search by options like the system or symptom you are dealing with, and then provides the latest techniques and tools for fixing the problem.





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Miscellaneous & Added Value



Submitted By: Genuine Parts Company / NAPA Integrated Solutions Business by Paul Schleich, IBS Division Manager / (956) 832-2996

Prepared For: Oklahoma State University / Oklahoma State University // Stillwater, Oklahoma 74074

WARRANTY

WHAT WE DO

As an outsourced vendor managing hundreds of vendors for a fleet operation, NAPA IBS accepts the responsibility to manage all parts warranties for our customers and will work with you to assist with and manage the manufacturer warranty process. All warranty claims will be subject to the terms provided by the manufacturer of each part, as NAPA itself does not extend any warranties directly on sourced parts. Copies of manufacturers' warranty policies can be made available to a customer upon request.

Additionally, IBS will process any claims you may have on parts that are still under their original vehicle warranties.

All parts supplied under our agreement – OE, aftermarket, tires, supplies, etc. – will be tracked and credit issued upon manufacturer approval. Reports will be available as needed for credit tracking purposes. Specific details of our warranty language can be found in our sample contract included with this response.

Below is a depiction of the steps in the warranty recovery process of a NAPA IBS store :

HOW WE PROCESS WARRANTIES :



WARRANTY TRACKING & REPORTING:

By tracking all of our warranty recovery activity in our point-of-sale system, our proprietary reporting system, we are able to gain insight into where we can improve from a parts standpoint. Warranty information helps us evaluate our vendor performance by measuring recovery rates, timing and dollars. We can also identify any potentially poorly performing parts by assessing which parts have the highest return rates and warranty dollars refunded.



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Warranty | 60

EMERGENCY SERVICES PLAN



FLOOD | HURRICANE | FIRE | HAZMAT CLEANUP | POWER OUTAGE | SNOW/ICE | TORNADO

In the event that a disaster or emergency strikes one of our IBS locations, our management team is prepared to meet the challenges associated with this type of situation. While we will always respect and defer to your organization's emergency policies, NAPA IBS has a detailed Emergency Plan in place that establishes procedures to mitigate the effects of a disaster in an effective and efficient manner. Below are some of the focus areas of our plan, including the training that our staff has been through on complying with the plan; further detail can be provided upon request.

- ❖ Pandemic Outbreak
- ❖ Potential Media Contact
- ❖ Access to an Uninterruptible Power Supply to Maintain Equipment Function
- ❖ Emergency Response Actions
- ❖ Power Outages
- ❖ Natural Disasters and Severe Weather

Upon opening a new IBS location, our management team is required to conduct a thorough Business Impact Analysis (BIA) to define the critical processes and the minimum staffing levels required to maintain the business operation for a period of weeks following a disaster situation. During the BIA, our team will consult with your management to ensure our initiatives are in line with your current procedures and that they will protect both our and your employees and facilities.

In the case of an after-hours emergency that requires additional parts service at your IBS location, we have flexible options for how to manage the situation to accommodate your needs in the best way possible. Some options that we have found to be efficient and successful are below, but we will work with you to arrange a plan that fits your protocol and desires.

- ❖ For large enough operations, our IBS Manager may be contracted to be "on call" to assist on-site in an emergency situation where parts service is required. In this situation, all transactions would be approached as normal.
- ❖ In some cases, we will arrange for a parts allotment to be available to your staff on consignment.
- ❖ The following morning, the IBS Manager will bill you for anything missing or used during off hours.

In any case, it is important to know that our team will be fully trained in our procedures and yours and that IBS will always be there to support your business in any situation. Additionally, all of our distribution centers and stores stock up on emergency equipment and supplies from NAPA, our other subsidiaries and outside vendors, during high risk periods to make sure we have you covered.



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Emergency Services Plan | 61

SAFETY PLAN

IBS SAFETY STATEMENT

At NAPA IBS, along with the support of our parent company Genuine Parts Company, we take great care to ensure our customers operate in a safe environment and work with the highest quality and safest parts, products and services. It's a big part of the job – keeping our operations safe.

We apply the same care and concern when it comes to the safety and security of our employees and yours. A safe workplace is critical to the health and productivity of all NAPA IBS and partner employees and is vital to the continued success of our company and yours.

We understand that you have your own safety procedures in place and we promise strict adherence to your existing safety plan. We are operating in your facility so your rules come first; we just want you to know that either way, we take safety very seriously.

SAFETY TRAINING

Each of our employees goes through extensive and continuous safety training. Below are some of the current areas of focus for IBS safety training, but new training initiatives are always being developed.

EQUIPMENT SAFETY


- Ladder Safety
- Forklift Safety
- Powered Pallet Jack Safety
- Fire Extinguisher Safety

PERSONAL SAFETY

- Injury Prevention
- First Aid/CPR/AED
- Personal Protective Equipment
- Electrical/Fire Safety

MATERIAL SAFETY

- Hazard Communication
- Chemical Safety / OSHA Standards and Compliance
- Hazardous Material Awareness and Security
- Spill Containment and Handling



Our safety program—SAFE (See, Act, Fix, Every day)—is designed to ensure that you have the training, resources and equipment you need to stay safe every day, whether working in a distribution center, retail store, branch or office.

SAFE is about providing you with the necessary tools to make informed choices when it comes to personal safety and equipment safety. And, it's about taking action to correct, prevent or report safety concerns.

GREEN PLAN

At NAPA IBS, we share our customers' and their communities' commitments to sustainable practices in procurement and fleet operations. Below are some of the benefits members will realize from working with NAPA IBS:

- Many chemicals that are offered are non-detergent/green products
- We recycle oil at our stores and can recycle oil for any customer
- We advocate the use of the used oil filter crusher to extract environmentally hazardous chemicals from landfills
- We recycle all plastic, paper, cardboard and wooden pallets at our DCs and HQ offices
- GPC supports paperless systems initiatives within all business segments
- GPC promotes the use of fuel-friendly delivery fleet vehicles
- NAPA IBS and our commodity supplier Balkamp are actively involved in the 2015-2016 conversion of all chemicals from the standard MSDS to the new standard SDS chemical labeling process
- Two of our key IBS customers were awarded Clean Cities Green Fleet of the Year: the City of Sacramento Fleet 2013 and City of Kansas City, MO Fleet 2014

In addition to our green fleet initiatives, NAPA IBS markets and sells many green Initiative products, including:

- Smart Washers
- Challenger Water In-Ground Lifts
- 3M lead free wheel weight system
- Schumacher solar battery charger/maintainers
- Energy Logic - waste oil burners
- Vortex waterborne auto paint - no solvents
- Valvoline Next Gen oil - made with recycled oil
- Recycled Batteries
- Nature's Broom absorbent - eats shop floor oil and lubricants and is environmentally disposable
- Micro Green - Lifetime Fleet Filtration Products



Finally, NAPA IBS implements a strict environmental and spill policy:

- All chemical products issued by NAPA will have a corresponding Material Safety Data Sheet or MSDS report. The MSDS sheet lists on-site potential hazards of the product. NAPA maintains a computer cataloged MSDS library that will be on the premises of our IBS Fleet locations.
- NAPA IBS will produce a MSDS (and soon will make the move to new SDS) hard copy of all chemicals that will be stocked on the premises and update an OSHA approved MSDS book in the event of an emergency.
- NAPA maintains a store policy mandating key emergency contacts be clearly posted in the event of an emergency. Hazardous Material hotline and Poison Control will be posted.
- NAPA Policy Hazardous materials handling includes the use of protective measures such as an approved eye wash station, approved fire extinguishers, approved safety glasses and gloves.
- NAPA will advocate the use of the environmentally friendly Parts Washer system to eliminate the use of needless hazardous chemical washing solvents to be replaced with "Ozzy Juice", an enzyme based solvent proven to work both for the environment as well as the safety and well-being of the technician washing fleet parts.



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Green Plan | 63

HAZARDOUS MATERIALS & WASTE HANDLING

In our continuing efforts to conduct business in the most socially, economically and ecologically responsible way, NAPA Integrated Business Solutions takes the handling and disposal of waste and hazardous materials very seriously. The sections below will describe our company's overall policy on how to handle (1) Batteries, (2) Hazardous Materials, (3) Tires, (4) Oil and (5) Recycling. Additionally, we will provide information on vendors and resources that we either currently use in Oklahoma or that we recommend partnering with to assist in handling or disposing of the above. Please be reminded that NAPA IBS is a distributor of NAPA and non-NAPA branded parts and that the majority of our material handling is performed either by our product manufacturers or other third-party vendors. Materials are generally stored for pickup at an IBS site and then picked up and disposed of by a third party or transported to the local NAPA distribution center where we have strict processes in place for proper disposal. Materials are rarely disposed of directly by IBS sites.

HAZMAT PROCEDURES

Hazardous material handling is a cornerstone of the IBS safety training program. We have company-wide procedures in place to ensure all potentially hazardous materials are handled, stored and disposed of responsibly. All IBS employees are trained on:



- How to identify waste items that are generated on-site that may be hazardous
- How to store waste in a designated Waste Accumulation Area
- How to store materials in and properly label waste pickup containers
- How to handle leaks and spills that may occur in the Waste Accumulation Area
- How to store materials in and properly label waste pickup containers
- How to read, interpret and fill out Material Safety Data Sheets

NAPA IBS employs StrongPAK, a third-party material handling service provider, to complete scheduled pickups of all hazardous materials. StrongPAK is fully trained, licensed and compliant with all government transportation and safety regulations.



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Hazardous Materials & Waste Handling | 64

HAZARDOUS MATERIALS & WASTE HANDLING

BATTERIES

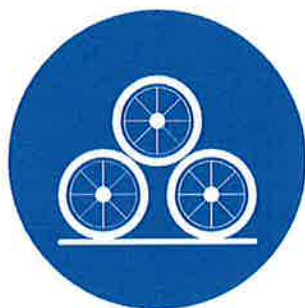


Used batteries can be potentially hazardous and must be handled appropriately to minimize risk and protect the personal safety of our employees and yours. All employees are trained on handling batteries, containing and cleaning acid spills and proper packaging to prepare batteries for returns or disposal. In addition to having policy and procedure documentation on site, each employee receives training literature on neutralizing corrosive chemicals, what personal safety equipment and materials to use and have available, who to contact in the case of a dangerous situation, how to properly stack and wrap a pallet for transportation and more.



NAPA has a national partnerships with East Penn Manufacturing and Johnson Controls to handle and dispose of all used batteries. As part of our green initiative, we employ these partners because they recycle 100 percent of all materials picked up from IBS sites.

TIRES



Handling of tires depends on the specific IBS site. Many of our customers have their own tire vendors in place who sell, manage, pick up and recycle tires. However, NAPA IBS is happy to use one of our national tire manufacturer programs (Michelin, Goodyear) to increase the ways in which we add value to your operation. In the case where we provide tires to your fleet as part of our IBS solution, we work closely with the manufacturer to coordinate pickup, either directly from the store or from the nearest supporting distribution center, and responsible recycling of all used or defective tires. We coordinate regularly scheduled pickups to reduce the space requirements of storing waste parts.



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Hazardous Materials & Waste Handling | 65

HAZARDOUS MATERIALS & WASTE HANDLING

OIL



NAPA has formed a strategic national partnership with Safety-Kleen to provide the most responsible and professional handling and refinement of used oil and related fluids possible. All of our IBS employees are extensively trained on how to handle spills and containment of damaged oil containers so that they can be returned to the nearest distribution center quickly and efficiently so as not to affect the safety and operations of the IBS site. From the distribution center, Safety-Kleen handles everything and is fully compliant with all federal and applicable state fluid handling laws.



RECYCLING

Recycling is an integral part of Genuine Parts Company's dedication to sustainability and green efforts. We are committed to recycling and reusing materials as much as possible to ensure our company is making the most of the resources we purchase and consume. NAPA IBS's approach to recycling is twofold :

- 1 We maintain a comprehensive recycling program that helps us reuse items within our business and repackaging products for distribution to our customers. We recycle :



- 2 Waste reduction : We strive to use as many reusable products as possible instead of consumable materials. For example, our distribution centers and IBS stores ship back and forth using plastic totes rather than disposable/destroyable pallets. The more we can reuse and return to our distribution centers, the less waste we create and the less waste you have at your facility.



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Hazardous Materials & Waste Handling | 66



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Post-Open Plan



Submitted By: Genuine Parts Company / NAPA Integrated Solutions Business by Paul Schleich, IBS Division Manager / (956) 832-2996

Prepared For: Oklahoma State University / Oklahoma State University // Stillwater, Oklahoma 74074

BUSINESS REVIEWS

Regular business reviews are an integral part of measuring our performance related to our contract with a customer and the key performance indicators (KPIs) that have been established prior to opening an IBS store. During these reviews, which will be scheduled as frequently as you prefer, our on-site and regional/national management team will sit down with your decision makers and go over every aspect of the IBS service, including:

- Financial Review (cost and savings)
- Inventory Performance
- Fill Rates
- Customer Service
- Performance on KPIs
- Follow-through on past action items
- Establishing future action items
- Wins and concerns

By fostering open communication among all parties about the above items, we allow ourselves to be the most transparent and aligned partners we can be, which lets us continue to optimize our solution to benefit the needs of our customer. Business reviews are mandatory for our local management and are reviewed by Headquarters management and considered in evaluating our local teams.

On the following pages, please find a sample form that will be filled out at each business review and submitted to management. The contents of the form will be customized to address whatever factors you feel are most important to the success of your operation.



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Business Reviews | 68

CONTINUOUS IMPROVEMENT PLAN / KPIs

When a customer creates a partnership with NAPA Integrated Business Solutions, the value they get from the relationship goes above and beyond just setting up a vendor-managed parts store. Internally and with our customers, it is a top priority to make sure we are continuously developing our solution, optimizing our services and bolstering the skills of our employees and our customers'. An important part of that is agreeing to Key Performance Indicators (KPIs) that track success. Below are some examples of what we will do to make sure we never stop pushing to improve and work harder for you. For more details on any of the items, please see the individual section of this response dedicated to each.

STAFF TRAINING

Our on-site staff is continually offered new training opportunities including web courses, instructor-led classes and on-site workshops.

VENDOR MANAGEMENT

IBS management will conduct periodic vendor reviews, including pricing reviews, to ensure you are always getting the best deal and biggest savings.

TECHNICIAN TRAINING

NAPA IBS's dedication to improvement extends beyond our own staff to yours with training opportunities for your technicians.

INVENTORY REVIEW

We will dig deep into your inventory activity to review and update min/max levels, inventory turnover rates and more so we know what is selling and what is not, allowing us to further optimize our inventory efforts.

QUARTERLY BUSINESS REVIEWS

Every quarter, our management team will sit down with yours to talk about how we are performing and go over new expectations and key performance indicators.

WARRANTY RECOVERY TRACKING

Warranty recovery is one of the many processes IBS manages for you. We will constantly track these efforts and let you know just how much money we are getting back for you.

IBS KPI SCORECARD

Another part of our continuous improvement plan is the regular review of the Key Performance Indicators we establish during our contract phase and initial meetings, all designed based on what you determine success looks like to you. By tracking our performance in our proprietary STARS reporting system and assessing the status of important metrics, we can stay on top of how we are doing and where we can keep improving.

SAMPLE IBS KPI PERFORMANCE INDICATOR SCORECARD

Contract KPI	Goal	Current	Previous	Change
On-Demand Fill Rate	90%	94%	95%	-1%
Down Vehicle Percentage	10%	5%	8%	-38%
Unit Status - Down	< 10	11	12	+1

Period: 1/01/2015 - 1/31/2015

Reviewed by: IBS _____ Customer _____

Reviewed On: 2/02/2015



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Continuous Improvement Plan | 69

QUALITY ASSURANCE

WHAT IS QUALITY ASSURANCE?

As a provider of a service, NAPA Integrated Business Solutions' quality assurance program is more than just making sure the parts we sell work properly. In short, quality assurance means guaranteeing that what you signed up for in your contract gets delivered on time, at the price agreed upon and to your requirements or specifications. Under the surface, though, there is a lot that we do to make sure that all happens and our customers continue to tell us that it works.



PARTS

The quality of the parts we sell is a large component of what keeps our success going. We constantly monitor part performance by tracking part lifespans, warranties and returns, obsolescence, turnover and more. We provide exactly the parts you want, whether OE or aftermarket, and make sure they perform up to expectations. If something isn't performing, we'll catch it through our tracking systems or through open communications with technicians and management at your facility.



PEOPLE

The backbone of a well run operation is its people. IBS puts a strong emphasis on continuous training of both our staff and your technicians to keep them motivated, productive and prepared to handle any task the job throws their way. When opening a new IBS location, we put excessive diligence into selecting the right people to place in your facility and we include you in the selection process the whole way so you are assured you have people you trust who will get the job done right.



VENDORS

IBS performs a rigorous analysis on all vendors prior to opening to determine who will be the best fit to supply your new parts store. After opening, we monitor vendor performance through pricing audits, warranty claims and recoveries, service timing and any other metrics that matter to you the customer. If you or we determine a vendor is not performing up to expectations we will address the issue immediately and re-optimize our solution to get you exactly what you want. We have strong, long-lasting relationships with thousands of vendors nationwide.



CUSTOMER SATISFACTION

Customer satisfaction is the ultimate goal of any service provider and we go above and beyond to assure the quality of the overall service we provide. Once per quarter, our upper management team will sit down with you and our on-site management and conduct a formal review of our relationship and your satisfaction with the operation. All business reviews are documented and reviewed by IBS Headquarters and any issues identified are remedied as quickly as possible. A good partnership is a living, changing thing so we constantly look for ways to improve.



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Quality Assurance | 70



BUSINESS REVIEWS

MEETING INFORMATION

Title or Purpose					
Date and Time					
Location					
Facilitator					
Invitees and Titles <i>**bold all attendees</i>					
Invitees and Titles <i>**bold all attendees</i>					

MEETING AGENDA

1. Performance Review (Fill Rate, Profit, Inventory, KPIs)	4. Product and Vendor Opportunities
2. Financial/Purchasing Review	5. Issues, Concerns and Key Monthly Wins Review
3. Cost Savings	6. New Action Items

PERFORMANCE REVIEW ITEMS

MEASURE	GOAL	ACTUAL	DIFFERENCE	PLAN OF ACTION
Monthly Fill Rate				
Monthly Net Profit				
Inventory				
Customer Survey				
Avg. Vehicles Down				

FINANCIAL/PURCHASING REVIEW

P&L Review		
Monthly Billing		



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BUSINESS REVIEWS

COST SAVINGS	VALUE
Parts Procurement	
Direct Ship Discounts	
Manufacturer Rebates	
Manufacturer Promotions	
Inventory Investment/Value of Capital Warranty Recoveries	
Transactional Savings	
TOTAL	

PRODUCT & VENDOR OPPORTUNITIES	
NEW OPPORTUNITY	DESCRIPTION

ISSUES AND CONCERNS/OPEN DISCUSSION NOTES

KEY MONTHLY WINS REVIEW


NEW ACTION ITEM REVIEW AND UPDATE		
NEW ACTION ITEM	RESPONSIBLE PARTY	PROJECTED TIMELINE



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Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schlebach
IBS Division Manager
956-832-2996

Oklahoma State University Transportation Services

OSUA&M-RFP-000177-2017

December 2, 2016

5.3.6 Organization, Staff Qualifications and Experience




Oklahoma State University
Stillwater, OK 74074
(405) 744-5984





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5.3.6.1 Organization



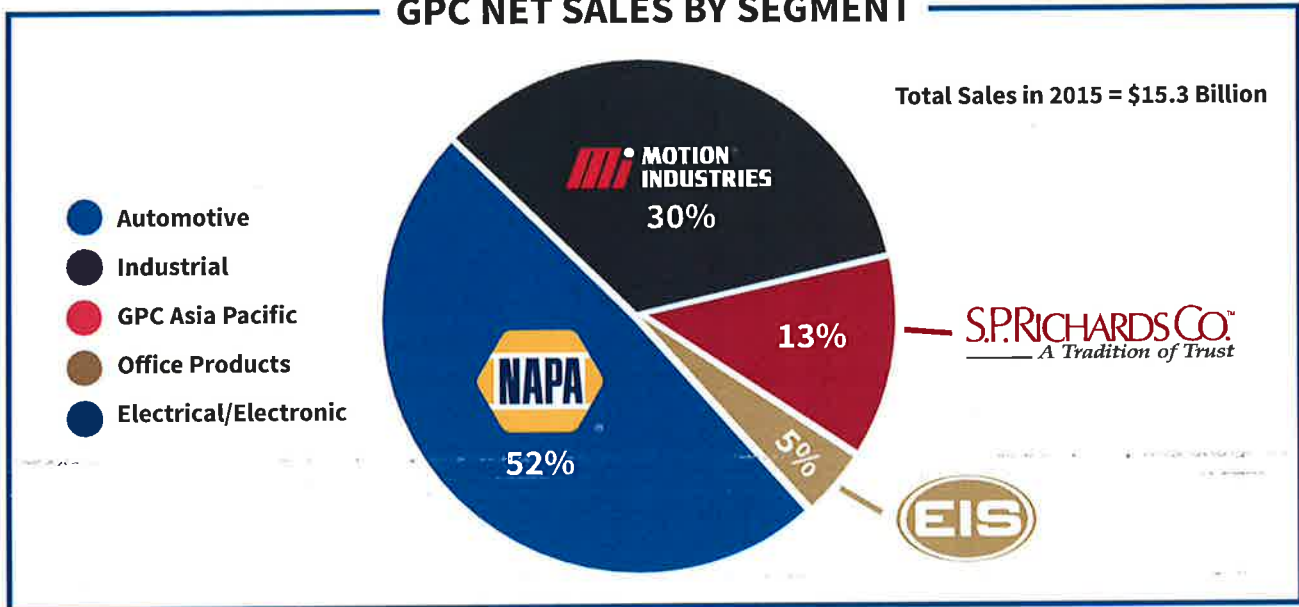
GPC STORY

ABOUT GPC

Genuine Parts Company, founded in 1928, is a service organization engaged in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials. The Company serves tens of thousands of customers from more than 2,600 operations and have approximately 39,000 employees.

With over 87 years of distribution expertise, GPC's commitment and reputation for just-in-time service position us as a critical partner in our customer's success.

GPC NET SALES BY SEGMENT



GPC HISTORY

1928

Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, GA for \$40,000. He renamed the parts store Genuine Parts Company. The original Genuine Parts Company store had annual sales of just \$75,000, and only 6 employees.

50+
years

GPC in relationship with NAPA, grew rapidly as independent garages for car repair spread. From the beginning, GPC stressed swift, reliable service as a way to outflank the competition.

Past
35+
years

GPC has continued to grow through the acquisition of other companies in the automotive industry, as well as the industrial, office and electrical industries.

Today

GPC is an industry leader in proprietary technology, efficiency, innovative products and solutions, and financial stability and growth.



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THE GENUINE PARTS COMPANY ADVANTAGE



AUTOMOTIVE

NAPA IBS customers get the buying power of a \$15 billion company by buying directly from the manufacturer at independent owner cost, just like a NAPA store does. Genuine Parts Company's (GPC) Automotive Parts Group, it's largest division, gives you access to more than 420,000 light, medium, heavy duty and replacement parts through its nationwide distribution infrastructure.

www.NAPAonline.com



HEAVY DUTY

As an IBS customer, you also have access to NAPA's Heavy Vehicle Parts Group offerings. This group provides heavy duty vehicle parts to the whole NAPA system, as well as IBS locations, direct from name brand proven heavy duty suppliers. www.tractionhd.com



INDUSTRIAL

The Industrial Parts Group, which operates under the name Motion Industries, gives you access to over 5.6 million items from 550 operations located throughout the United States and Canada. As an IBS customer, you can take advantage of Motion Industries products with a direct distribution deal to buy from our own MRO company that offers a broad inventory of major brands, state-of-the-art business technologies including online ordering, and highly developed supply chain and logistical capabilities. www.motionindustries.com



OFFICE PRODUCTS

With NAPA IBS, you gain access to our Office Products group, which distributes over 50,000 private label office products under the name S.P. Richards Company. www.ibsofficeproductsdirect.com



ELECTRICAL

EIS is a wholly owned subsidiary of GPC and one of North America's leading distributors of process materials, production supplies, specialty wire and cable, and value added fabricated parts supplying the electrical OEM, motor repair and various assembly markets with over 100,000 critical products. NAPA IBS customers, through EIS, have access to one of the leaders in customized apparatus repair and assembly. www.eis-inc.com



INTEGRATED BUSINESS SOLUTIONS

NAPA Integrated Business Solutions is the industry leader in providing Vendor Managed Inventory (VMI) solutions to government and private fleet maintenance operations. With more than 380 IBS sites located within customer facilities, more than \$130 million in currently managed inventory, and an extensive brick-and-mortar and distribution infrastructure, NAPA IBS has the experience and resources to handle the parts and supply needs of fleets of any size or complexity. Current fleet categories under contract include City and County fleets including police, fire, ambulance and solid waste, State and Department of Transportation fleets, Private Trucking and Construction fleets, Transit fleets, Utility fleets, School Bus and University fleets, Airline Ground Support Equipment fleets and more. www.NAPA-IBS.com



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GPC Story | 2



GENUINE PARTS COMPANY

2015 ANNUAL REPORT



YEAR	NET SALES	INCOME BEFORE INCOME TAXES	INCOME TAXES	NET INCOME	TOTAL EQUITY END OF YEAR
	\$	\$	\$	\$	\$
1928	75,129	-2,570	-	-2,570	38,756
1929	227,978	8,027	599	7,428	49,837
1930	339,732	15,666	1,158	14,508	60,591
1931	402,463	21,516	1,857	19,659	78,097
1932	482,525	16,839	2,787	14,052	90,187
1933	629,751	34,614	6,160	28,454	109,025
1934	904,580	52,115	10,159	41,956	149,176
1935	1,035,477	38,503	7,140	31,363	171,238
1936	1,299,185	70,234	13,187	57,047	185,119
1937	1,520,199	72,622	17,647	54,975	240,140
1938	1,858,252	78,305	18,185	60,120	358,621
1939	3,180,241	136,902	27,320	109,582	476,750
1940	3,928,342	176,301	50,505	125,796	623,521
1941	6,109,724	348,690	149,020	199,670	738,536
1942	6,592,707	337,252	204,234	133,018	859,449
1943	8,205,316	430,634	260,084	170,550	1,032,182
1944	10,084,893	489,547	310,082	179,465	1,202,955
1945	11,355,633	532,944	323,302	209,642	1,415,974
1946	19,237,291	1,621,541	650,060	971,481	2,379,001
1947	18,531,472	1,088,967	429,045	659,922	3,029,334
1948	20,729,280	1,176,590	438,498	738,092	4,005,910
1949	19,845,875	1,067,096	420,175	646,921	4,372,831
1950	24,447,042	1,454,832	636,275	818,557	4,966,086
1951	26,244,669	1,168,405	601,386	567,019	5,325,561
1952	28,468,962	1,416,235	744,330	671,905	5,647,553
1953	29,731,105	1,408,213	736,190	672,023	6,022,077
1954	30,744,504	1,642,148	864,331	777,817	6,449,894
1955	34,073,288	1,921,777	1,020,148	901,629	7,001,523
1956	41,325,377	2,473,384	1,309,667	1,163,717	7,815,241
1957	48,140,313	3,328,598	1,752,800	1,575,798	8,969,272
1958	56,504,293	4,251,175	2,261,582	1,989,593	10,807,320
1959	71,581,580	6,001,005	3,165,042	2,835,963	13,285,215
1960	75,010,726	5,661,551	2,988,000	2,673,551	14,967,697
1961	80,533,146	6,491,113	3,481,000	3,010,113	17,142,687
1962	90,248,450	7,107,524	3,795,000	3,312,524	19,213,273
1963	96,651,445	7,210,807	3,850,000	3,360,807	21,189,880
1964	120,313,692	9,324,827	4,620,000	4,704,827	29,268,289
1965	171,545,228	12,262,510	5,890,000	6,372,510	45,565,926
1966	175,132,785	12,409,363	6,030,000	6,379,363	47,308,163
1967	204,893,008	14,918,758	7,272,000	7,491,411	55,679,256
1968	245,443,798	19,330,334	10,362,000	8,794,941	63,649,275
1969	303,455,677	24,228,557	13,240,000	10,778,467	77,437,679
1970	340,036,395	28,163,228	14,600,000	13,290,852	85,290,945
1971	387,138,252	33,897,667	16,966,000	16,535,006	95,476,147
1972	450,500,768	36,104,767	18,200,000	17,567,931	108,053,465
1973	501,189,438	42,088,098	21,280,000	20,341,677	121,548,638
1974	572,833,282	50,234,298	25,408,000	24,005,057	137,156,965
1975	678,353,280	63,552,088	32,650,000	29,981,108	163,092,941
1976	846,192,692	79,321,897	40,538,000	37,763,166	206,861,402
1977	942,958,756	88,365,511	44,918,000	42,243,015	233,641,292
1978	1,148,632,000	105,070,000	53,429,000	50,263,000	275,127,000
1979	1,337,468,000	121,953,000	58,808,000	61,715,000	320,706,000
1980	1,431,713,000	133,996,000	64,545,000	67,833,000	359,889,000
1981	1,584,642,000	154,271,000	74,471,000	77,543,000	410,689,000
1982	1,936,524,000	193,560,000	92,552,000	100,167,000	581,915,000
1983	2,068,231,000	200,822,000	97,188,000	103,634,000	636,218,000
1984	2,303,594,000	234,713,000	115,046,000	119,667,000	701,113,000
1985	2,332,544,000	245,203,000	118,962,000	126,241,000	729,231,000
1986	2,394,072,000	240,565,000	119,013,000	121,552,000	758,493,000
1987	2,606,246,000	262,068,000	113,776,000	148,292,000	760,256,000
1988	2,941,963,000	290,445,000	109,072,000	181,373,000	863,159,000
1989	3,161,198,000	321,877,000	122,389,000	199,488,000	971,764,000
1990	3,319,394,000	333,219,000	126,623,000	206,596,000	1,033,100,000
1991	3,434,642,000	335,027,000	127,350,000	207,677,000	1,126,718,000
1992	3,668,814,000	353,998,000	134,210,000	219,788,000	1,235,366,000
1993	4,384,294,000	425,829,000	166,961,000	257,813,000	1,445,263,000
1994	4,858,415,000	474,868,000	186,320,000	288,548,000	1,526,165,000
1995	5,261,904,000	510,794,000	201,626,000	309,168,000	1,650,882,000
1996	5,697,592,000	545,233,000	215,157,000	330,076,000	1,732,054,000
1997	5,981,224,000	565,600,000	223,203,000	342,397,000	1,859,468,000
1998	6,587,576,000	589,117,000	233,323,000	355,794,000	2,053,332,000
1999	7,950,822,000	628,067,000	250,445,000	377,622,000	2,177,517,000
2000	8,369,857,000	646,750,000	261,427,000	385,323,000	2,260,806,000
2001	8,220,668,000	603,813,000*	242,289,000*	361,524,000*	2,345,123,000
2002	8,258,927,000	605,736,000	238,236,000	367,500,000**	2,130,009,000
2003	8,449,300,000	571,743,000	218,101,000	353,642,000**	2,312,283,000
2004	9,097,267,000	635,919,000	240,367,000	395,552,000	2,544,377,000
2005	9,783,050,000	709,064,000	271,630,000	437,434,000	2,693,957,000
2006	10,457,942,000	770,916,000	295,511,000	475,405,000	2,549,991,000
2007	10,843,195,000	816,745,000	310,406,000	506,339,000	2,716,716,000
2008	11,015,263,000	768,468,000	293,051,000	475,417,000	2,324,332,000
2009	10,057,512,000	644,165,000	244,590,000	399,575,000	2,629,372,000
2010	11,207,589,000	761,783,000	286,272,000	475,511,000	2,802,714,000
2011	12,458,877,000	890,806,000	325,690,000	565,116,000	2,792,819,000
2012	13,013,868,000	1,018,932,000	370,891,000	648,041,000	3,008,179,000
2013	14,077,843,000	1,044,304,000	359,345,000	684,959,000	3,358,768,000
2014	15,341,647,000	1,117,739,000	406,453,000	711,286,000	3,312,364,000
2015	15,280,044,000	1,123,681,000	418,009,000	705,672,000	3,159,242,000

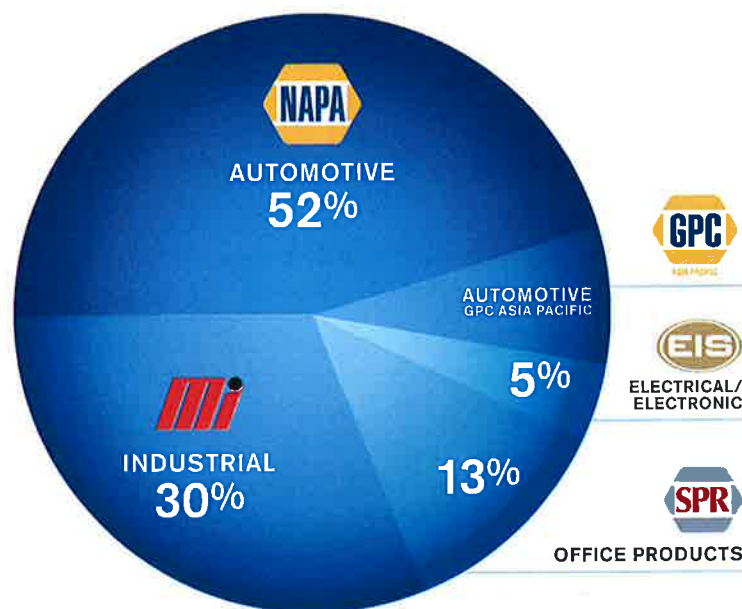
Financial information as reported in the Company's annual reports (includes discontinued operations) *Excludes facility consolidation and impairment charges **Excludes cumulative effect adjustment

GENUINE PARTS COMPANY

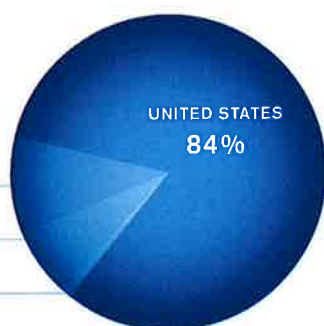
BY THE NUMBERS

Genuine Parts Company, founded in 1928, is a service organization engaged in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials. The Company serves numerous customers from more than 2,650 operations and has approximately 39,600 employees.

GPC NET SALES BY SEGMENT



SALES BY COUNTRY



CANADA - 9%

AUSTRALASIA - 6%

MEXICO - 1%



FINANCIAL HIGHLIGHTS

	2015	Increase	2014	Increase	2013
Net Sales	\$ 15,280,044,000	-0.4%	\$ 15,341,647,000	9%	\$ 14,077,843,000
Income Before Taxes	1,123,681,000	1%	1,117,739,000	7%	1,044,304,000
Income Taxes	418,009,000	3%	406,453,000	13%	359,345,000
Net Income	705,672,000	-1%	711,286,000	4%	684,959,000
Shareholders' Equity	3,159,242,000	-5%	3,312,364,000	-1%	3,358,768,000
Rate Earned on Shareholders' Equity at the Beginning of the Year	21.3%	-	21.2%	-	22.8%
Average Common Shares Outstanding-Assuming Dilution	152,496,000	-	154,375,000	-	155,714,000
PER COMMON SHARE:					
Diluted Net Income	\$4.63	0.4%	\$4.61	5%	\$4.40
Dividends Declared	\$2.46	7%	\$2.30	7%	\$2.15

TO OUR SHAREHOLDERS

2015 turned out to be a year of mixed results for Genuine Parts Company. On the positive side, our team did a fine job of managing the assets of the Company and in keeping our balance sheet in excellent condition. Cash from operations and free cash generation each reached record levels and our team did a good job on the operating side of the business as well, producing record earnings per share of \$4.63, despite the impact of an unfavorable currency translation of \$0.14 per share.

Conversely, our revenue production was a bit inconsistent across our four business segments and we ended the year with sales of \$15.3 billion, which was down just slightly from 2014. The difficult macro-economic environment significantly weakened customer demand in our industrial and electrical distribution businesses. Likewise, the impact of currency translation associated with our Canadian, Australasian and Mexican operations was a headwind for both the automotive and industrial businesses. The office products business mostly avoided these conditions and recorded solid revenue growth for the year.

Despite the tempered growth for 2015, when we adjust our results for the 3% negative impact of currency translation the Company produced an increase in both sales and net earnings. These increases reflect the positive impact of our sales initiatives and cost control measures and, combined with our reduced investment in net working capital and record cash flows, represent meaningful accomplishments. Our progress in 2015 supports our investment in growth opportunities such as acquisitions, as well as the return of capital to shareholders via a strong dividend and share repurchases.



L-R: Carol B. Yancey Executive Vice President and Chief Financial Officer
Thomas C. Gallagher Chairman and Chief Executive Officer
Paul D. Donahue President

FINANCIAL STRENGTH

Genuine Parts Company further improved its financial strength in 2015 with a continued emphasis on sales and earnings growth initiatives and effective management of the balance sheet. Our focus in these key areas produced strong cash flows, with cash from operations reaching a record \$1.2 billion and, after dividends paid of \$368 million and capital expenditures of \$110 million, our free cash flow was \$682 million, also a record for us. At December 31, 2015, our total cash on hand was \$212 million and total debt of \$625 million was a modest 16.5% of total capitalization.

OPERATIONS

The Company's 2015 revenues included core sales growth of approximately 1.5% and a 1% contribution from acquisitions. These growth components were offset by the negative impact of currency translation of approximately 3%.

The Automotive Group, our largest segment at 52% of 2015 revenues, reported a 1% sales decline for the year. This reflects core sales growth of approximately 3.5% and a slight benefit from acquisitions, offset by an approximate 5% currency impact. Each of our four geographic regions, the United States, Canada, Mexico and Australasia, generated positive core sales increases in their local currencies. In addition, we experienced sales growth from both our commercial and retail customers. The fundamentals supporting demand in the automotive aftermarket remain favorable and combined with our internal initiatives, we are optimistic for continued growth in 2016 and beyond.

Motion Industries, our industrial distribution business, represents 30% of our 2015 revenues. Sales for Motion were off 3% from 2014, consisting of a 3% decrease in core sales and a 1% headwind from currency, which were partially offset by a 1% contribution from acquisitions. The manufacturing indices we track in this segment, which had improved in 2014, progressively weakened throughout 2015. This correlates to lower demand among our customer base and, in particular, those customers dependent on exports as well as the oil and gas sector. EIS, our electrical/electronic distribution segment, represents 5% of our 2015 revenues. As with Motion, this business is dependent on the manufacturing segment of the economy. EIS grew sales by approximately 1.5% for the year, driven by a 5% contribution from acquisitions, less a 2.5% decrease in core sales and a 1% headwind from falling copper prices. Looking ahead, we expect the tough industrial economy to persist well into 2016. That said, we have multiple initiatives in place at both Motion and EIS to help us overcome these challenges.

S. P. Richards, our office products distribution business, represents 13% of our 2015 revenues and had sales growth of 7.5% for the year. This

follows a 10% sales increase in 2014, and consists of core sales growth of 5% and a 3% contribution from acquisitions, net of a 0.5% unfavorable currency translation. New business with a key customer, initiated in 2014, and growth initiatives to diversify the SPR business positively impacted our core sales. Turning to 2016, the office team will continue to focus on its growth initiatives, including the ongoing diversification of product and customer portfolios, market share gains and select acquisitions.

ACQUISITIONS

Acquisitions continue to be a very important component of our growth strategy. During 2015, we expanded our automotive network with the purchase of three automotive store groups in the U.S. and two new businesses in Australasia. At Motion, we made four acquisitions, further expanding our U.S. distribution footprint while also complementing our vast product offering of industrial MRO (maintenance, repair and operations) and supply items. Our electrical distribution business acquired a specialty wire and cable distributor and, finally, the office segment completed three acquisitions, further diversifying their product offering and customer channels.

Thus far in 2016, we have made one acquisition for the U.S. automotive business, which enhances our OE (original equipment) import parts distribution capabilities. We are encouraged by the growth prospects for our recent acquisitions and will continue to pursue additional strategic acquisition targets throughout 2016.

SHARE REPURCHASES

We returned more than \$660 million to our shareholders through the combination of share repurchases and dividends in 2015. For the year, we repurchased approximately 3.3 million shares of our Company stock and as of December 31, 2015, we were authorized to repurchase up to an additional 6.3 million shares. We expect to continue making opportunistic share repurchases during 2016 as we view this as a good use of cash.

GPC DIRECTORS

In April of 2016, Mr. Jean Douville will retire from our Board of Directors and from his role as Chairman of UAP Inc. ("NAPA Canada"). Mr. Douville has served on our Board since 1992 and as UAP's Chairman since 1999, and we extend him our sincerest gratitude and appreciation for his many years of dedicated service.

At our August 2015 Board meeting, Elizabeth W. "Betsy" Camp was elected by the Board as a new Director of the Company. Since 2000, Ms. Camp has served as President and Chief Executive Officer of DF Management, Inc.,

Genuine Parts Company and Subsidiaries

Consolidated Balance Sheets

	<u>December 31</u>	
	<u>2015</u>	<u>2014</u>
	(In Thousands, Except Share Data and per Share Amounts)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 211,631	\$ 137,730
Trade accounts receivable, net	1,822,419	1,872,365
Merchandise inventories, net	2,999,966	3,043,848
Prepaid expenses and other current assets	521,300	538,582
Total current assets	<u>5,555,316</u>	<u>5,592,525</u>
Goodwill	840,582	839,075
Other intangible assets, less accumulated amortization	521,213	547,515
Deferred tax assets	118,525	145,331
Other assets	460,918	451,690
Property, plant, and equipment:		
Land	85,450	87,651
Buildings, less accumulated depreciation (2015 — \$282,804; 2014 — \$270,946)	267,446	281,824
Machinery and equipment, less accumulated depreciation (2015 — \$620,113; 2014 — \$598,137)	295,321	300,627
Net property, plant, and equipment	<u>648,217</u>	<u>670,102</u>
	<u><u>\$8,144,771</u></u>	<u><u>\$8,246,238</u></u>
Liabilities and equity		
Current liabilities:		
Trade accounts payable	\$2,821,526	\$2,554,759
Current portion of debt	375,000	265,466
Accrued compensation	148,265	165,291
Other current liabilities	503,268	510,560
Dividends payable	92,595	88,039
Total current liabilities	<u>3,940,654</u>	<u>3,584,115</u>
Long-term debt	250,000	500,000
Pension and other post-retirement benefit liabilities	284,235	329,531
Deferred tax liabilities	50,684	72,479
Other long-term liabilities	459,956	447,749
Equity:		
Preferred stock, par value \$1 per share — authorized 10,000,000 shares; none issued	—	—
Common stock, par value \$1 per share — authorized 450,000,000 shares; issued and outstanding 150,081,474 shares in 2015 and 153,113,042 shares in 2014	150,081	153,113
Additional paid-in capital	41,353	26,414
Accumulated other comprehensive loss	(930,618)	(720,211)
Retained earnings	<u>3,885,751</u>	<u>3,841,932</u>
Total parent equity	<u>3,146,567</u>	<u>3,301,248</u>
Noncontrolling interests in subsidiaries	12,675	11,116
Total equity	<u><u>3,159,242</u></u>	<u><u>3,312,364</u></u>
	<u><u>\$8,144,771</u></u>	<u><u>\$8,246,238</u></u>

See accompanying notes.

Globe Line Parts Company and Subsidiaries

Consolidated Statements of Income and Comprehensive Income

	Year Ended December 31		
	2015	2014	2013
	(In Thousands, Except per Share Amounts)		
Net sales	\$15,280,044	\$15,341,647	\$14,077,843
Cost of goods sold	10,724,192	10,747,886	9,857,923
Gross margin	4,555,852	4,593,761	4,219,920
Operating expenses:			
Selling, administrative, and other expenses	3,277,390	3,314,030	3,028,028
Depreciation and amortization	141,675	148,313	133,957
Provision for doubtful accounts	12,373	7,192	8,691
Total operating expenses	3,431,438	3,469,535	3,170,676
Non-operating expenses (income):			
Interest expense	21,662	25,088	26,971
Other	(20,929)	(18,601)	(22,031)
Total non-operating expenses	733	6,487	4,940
Income before income taxes	1,123,681	1,117,739	1,044,304
Income taxes	418,009	406,453	359,345
Net income	\$ 705,672	\$ 711,286	\$ 684,959
Basic net income per common share	\$ 4.65	\$ 4.64	\$ 4.43
Diluted net income per common share	\$ 4.63	\$ 4.61	\$ 4.40
Weighted average common shares outstanding	151,667	153,299	154,636
Dilutive effect of stock options and nonvested restricted stock awards	829	1,076	1,078
Weighted average common shares outstanding — assuming dilution	152,496	154,375	155,714
Net income	\$ 705,672	\$ 711,286	\$ 684,959
Other comprehensive (loss) income, net of tax:			
Foreign currency translation adjustment	(207,986)	(149,379)	(168,703)
Pension and postretirement benefit adjustments, net of income taxes of 2015 — \$5,335, 2014 — \$112,993, and 2013 — (\$175,297)	(2,421)	(173,177)	272,540
Other comprehensive (loss) income, net of tax	(210,407)	(322,556)	103,837
Comprehensive income	\$ 495,265	\$ 388,730	\$ 788,796

See accompanying notes.

Greiner Parts Company and Subsidiaries

Consolidated Statements of Equity
(In Thousands, Except Share and per Share Amounts)

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Parent Equity	Non- controlling Interests in Subsidiaries	Total Equity
	Shares	Amount						
Balance at January 1, 2013	154,841,438	\$154,841	\$ —	\$(501,492)	\$3,344,538	\$2,997,887	\$10,292	\$3,008,179
Net income	—	—	—	—	684,959	684,959	—	684,959
Other comprehensive income, net of tax	—	—	—	103,837	—	103,837	—	103,837
Cash dividends declared, \$2.15 per share	—	—	—	—	(332,322)	(332,322)	—	(332,322)
Share-based awards exercised, including tax benefit of \$12,905	449,986	450	2,287	—	—	2,737	—	2,737
Share-based compensation	—	—	12,648	—	—	12,648	—	12,648
Purchase of stock	(1,518,326)	(1,518)	—	—	(119,154)	(120,672)	—	(120,672)
Noncontrolling interest activities	—	—	—	—	—	—	(598)	(598)
Balance at December 31, 2013	153,773,098	153,773	14,935	(397,655)	3,578,021	3,349,074	9,694	3,358,768
Net income	—	—	—	—	711,286	711,286	—	711,286
Other comprehensive loss, net of tax	—	—	—	(322,556)	—	(322,556)	—	(322,556)
Cash dividends declared, \$2.30 per share	—	—	—	—	(352,564)	(352,564)	—	(352,564)
Share-based awards exercised, including tax benefit of \$17,766	474,800	475	(4,760)	—	—	(4,285)	—	(4,285)
Share-based compensation	—	—	16,239	—	—	16,239	—	16,239
Purchase of stock	(1,134,856)	(1,135)	—	—	(94,811)	(95,946)	—	(95,946)
Noncontrolling interest activities	—	—	—	—	—	—	1,422	1,422
Balance at December 31, 2014	153,113,042	153,113	26,414	(720,211)	3,841,932	3,301,248	11,116	3,312,364
Net income	—	—	—	—	705,672	705,672	—	705,672
Other comprehensive loss, net of tax	—	—	—	(210,407)	—	(210,407)	—	(210,407)
Cash dividends declared, \$2.46 per share	—	—	—	—	(372,840)	(372,840)	—	(372,840)
Share-based awards exercised, including tax benefit of \$7,024	229,958	230	(2,778)	—	—	(2,548)	—	(2,548)
Share-based compensation	—	—	17,717	—	—	17,717	—	17,717
Purchase of stock	(3,261,526)	(3,262)	—	—	(289,013)	(292,275)	—	(292,275)
Noncontrolling interest activities	—	—	—	—	—	—	1,559	1,559
Balance at December 31, 2015	<u>150,081,474</u>	<u>\$150,081</u>	<u>\$41,353</u>	<u>\$(930,618)</u>	<u>\$3,885,751</u>	<u>\$3,146,567</u>	<u>\$12,675</u>	<u>\$3,159,242</u>

See accompanying notes.

Grine Parts Company and Subsidiaries

Consolidated Statements of Cash Flows

	Year Ended December 31		
	2015	2014	2013
	(In Thousands)		
Operating activities			
Net income	\$ 705,672	\$ 711,286	\$ 684,959
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	141,675	148,313	133,957
Excess tax benefits from share-based compensation	(7,024)	(17,766)	(12,905)
Gain on sale of property, plant, and equipment	(3,189)	(3,719)	(4,729)
Deferred income taxes	35,544	54,319	(21,622)
Share-based compensation	17,717	16,239	12,648
Gain on GPC Asia Pacific equity investment	—	—	(59,000)
Changes in operating assets and liabilities:			
Trade accounts receivable, net	1,974	(225,178)	(116,080)
Merchandise inventories, net	(21,821)	(100,820)	(79,253)
Trade accounts payable	331,419	292,257	473,424
Other short-term assets and liabilities	967	15,616	(14,418)
Other long-term assets and liabilities	(43,561)	(100,402)	59,750
	453,701	78,859	371,772
Net cash provided by operating activities	1,159,373	790,145	1,056,731
Investing activities			
Purchases of property, plant and equipment	(109,544)	(107,681)	(124,063)
Proceeds from sale of property, plant, and equipment	8,618	8,866	10,657
Acquisition of businesses and other investing activities	(162,701)	(287,900)	(712,173)
Net cash used in investing activities	(263,627)	(386,715)	(825,579)
Financing activities			
Proceeds from debt	3,862,224	2,727,924	3,019,931
Payments on debt	(4,005,191)	(2,735,862)	(2,995,335)
Share-based awards exercised, net of taxes paid	(9,572)	(22,051)	(15,728)
Excess tax benefits from share-based compensation	7,024	17,766	12,905
Dividends paid	(368,284)	(347,271)	(326,217)
Purchase of stock	(292,275)	(95,946)	(120,673)
Net cash used in financing activities	(806,074)	(455,440)	(425,117)
Effect of exchange rate changes on cash	(15,771)	(7,153)	(12,237)
Net increase (decrease) in cash and cash equivalents	73,901	(59,163)	(206,202)
Cash and cash equivalents at beginning of year	137,730	196,893	403,095
Cash and cash equivalents at end of year	\$ 211,631	\$ 137,730	\$ 196,893
Supplemental disclosures of cash flow information			
Cash paid during the year for:			
Income taxes	\$ 352,153	\$ 408,604	\$ 342,372
Interest	\$ 23,687	\$ 25,155	\$ 27,221

See accompanying notes.



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5.3.6.2 Reporting & Firm Resources





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Staff Qualifications





ON-SITE STAFFING PLAN

NAPA Integrated Business Solutions takes ultimate care in selecting the individuals who will represent our company and support your business. Additionally, we involve the customer on every level to ensure not only a highly qualified team, but a good fit for each specific work site and environment. The selection and training process is in-depth and is comprised of the following five stages:



STAGE 1 | NAPA IBS INTERNAL SELECTION PROCESS

With more than 1,000 IBS employees nationwide, and 39,000+ in the NAPA family, we have the privilege of selecting your staff from an enormous pool of well qualified team members. We search for the most experienced employees in your area of work who know your type of business and will make a strong contributor to your organization. On any given day we have hundreds of professionals ready to go to start creating value for you, many of whom are right in the Stillwater area. We want you to work with a staff who not only know your business, but know your place of business and fit well with your culture. Furthermore, all of our employees are E-Verify screened so you know you are getting only the best.



STAGE 2 | CUSTOMER INTERVIEW & REVIEW

Approximately 30 days before the open date of your IBS store, we will introduce you and your management team to who we feel are the most qualified candidates found in Stage one. It is important that each individual be a good fit for your organization so we allow ample time for you to interview and review candidates so that you have the final say on who to implement into your team.

CONTINUED ON NEXT PAGE



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ON-SITE STAFFING & TRAINING PLAN

STAGE 3 | TEAM MEMBER TRAINING

Every staff member that you select for your IBS store will go through an extensive training program in the 30 days leading up to your store open. The training they complete will help prepare them for the specifics of IBS and your particular site and will be conducted in three phases:

1. Web Training – including Barcoding, Business Reviews, Pricing Management, STARS, Vendor Management, Paperwork Reconciliation, Supplier Code Management, Non-NAPA Line Codes and more
2. Offsite Training – at an IBS site comparable to yours so there are no surprises when they show up to work for you
3. On-Site Training – at your facility to learn safety, policies and procedures specific to your location



STAGE 4 | OPERATIONAL PLAN MEETING

Once training is completed, all new IBS staff and management will meet with your leadership team to discuss your objectives and expectations, including billing, information technology, operations and any other important drivers of your fleet's success.



STAGE 5 | ONGOING STAFF MANAGEMENT

One of the most important aspects of our staffing plan is ongoing review of staff performance and the handling of conflicts or failure of a staff member to meet a customer's expectations. While this is a rare occurrence, we need to be prepared to handle this situation appropriately if it arises. Though our customers have final say on whether or not to discipline or remove an employee, in order to be considerate of potential legal implications, all such action will be discussed with IBS management first. Our management will work with you to resolve the personnel issue or, if a resolution cannot be reached, we will agree to go to mediation with a mutually accepted third party.



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On-Site Staffing and Training Plan | 2

LOCAL MANAGEMENT & SUPPORT TEAM

LOCAL MANAGEMENT & SUPPORT TEAM

In addition to our on-site parts management experts, NAPA provides a deep local support system of highly experienced managers who will back up your team and make sure everything is always running smoothly. This management team lives near you and can be there to assist in a moment's notice, which differentiates us from competitors who have one isolated management team who may be across the country.



Stu Kambury
Division Vice President

LOCATION: OK, TX, KS, NE, AR

Responsible for all territory store performance and new business development. Conducts annual customer reviews.



Bruce Carter
General Manager

LOCATION: Oklahoma City, OK

Manages Distribution Center sales, operations and performance. Leads NAPA supply chain efforts.



Donny Vess
District Manager

LOCATION: Oklahoma City

Enforces operational policies and procedures. Conducts periodic business reviews.



Tricia Norvill
Operations Manager

LOCATION: Oklahoma City

Ensures contract and procedural compliance. Reviews vendor efforts, store performance and reporting accuracy and results.



Ben Wimp
Area Manager

LOCATION: Oklahoma City, OK

Leads training, product and vendor improvement Initiatives. Conducts periodic customer business reviews.

Brian Tate
Loss Prevention Manager

LOCATION: Oklahoma City, OK

Maintains physical Inventory and data integrity to prevent theft. Performs audits of Inventory and security systems.



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Local Support | 3

LOCAL MANAGEMENT & SUPPORT TEAM

LOCAL MANAGEMENT & SUPPORT TEAM RESUMES AND ROLES

Stu Kambury Vice President

35 years overall experience in the automotive industry
35 years Genuine Parts Company / NAPA
25 years' Experience managing multi-facility organizations for NAPA Auto Parts

Bruce Carter General Manager

27 years with Genuine Parts Company / NAPA
30 years overall Automotive Experience
17 years within NAPA IBS
22 years managing multi-segment Operations

Donny Vess District Manager

21 years of experience in the automotive aftermarket
8 Years with NAPA Oklahoma
Oversees 175 NAPA Employees
Experience in Distribution, Purchasing, Retail and Wholesale Management

Brian Tate Loss Prevention Manager

15 years of experience in Loss Prevention
5 years with NAPA Oklahoma

Tricia Norvill Operations Manager

Independent NAPA Store Owner - 21 years
Genuine Parts Company APG - 26 years
13 years - DC Inventory Control / Customer Service Manager

Ben Wimp Area Manager

Over 14 years experience in the automotive aftermarket industry
Independent Repair Facility General Manager for 11 years
NAPA Store Manager for 2 years
NAPA Area Manager for 1 year
ASE Certified
Extensive knowledge in day to day operations and procedures



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Local Support | 4

DIVISION MANAGEMENT & SUPPORT TEAM

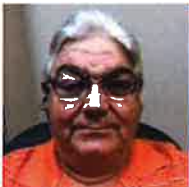
DIVISION MANAGEMENT & SUPPORT TEAM

In addition to your on-site and local support teams, NAPA IBS's Division team is fully involved and available to assist in your operation. Officed in Dallas, TX, Division management will assist with inventory management, performance tracking and optimization, vendor relations, pricing negotiations, contracts, software integrations and anything else you need to help your business run smoother. They care for your business and support local staff throughout the duration of your contract with NAPA IBS and their efforts never touch your expenses or budget.



PAUL SHCLEBACH
SW Division IBS Manager
34 years with NAPA

- Oversees all IBS business development, contracts and current site performance
- Drives IBS and customer success and continuous improvement efforts



MIKE DAVIS
SWD IBS Operations Manager
18 years with NAPA

- Implements and manages all software integration efforts
- Ensures data integrity and availability across all business systems



HUNTER BEAL
SWD Regional IBS Manager
3 years with NAPA

- Drives / Supervises Process Improvements
- Ensures Contract Compliance and Customer Satisfaction
- Expands / Improves Regional Vendor Relations

JIMMY DICKERSON
DATA Analyst
35 year with NAPA

- Identify opportunities for cost savings through part substitution
- On-Site training and support

*** NEW ADDITION**
"Product Buyer"
6 years with NAPA

- Performs Min/Max Reviews on all NAPA branded products
- Coordinates with Onsite team to Improve inventory effectiveness



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Division Support | 5



HEADQUARTERS MANAGEMENT & SUPPORT TEAM

HEADQUARTERS MANAGEMENT & NATIONAL SUPPORT TEAM

In addition to your on-site and local support teams, NAPA IBS's Headquarters team is fully involved and available to assist in your operation. Officed in central points across the country, Headquarters management will assist with inventory management, performance tracking and optimization, vendor relations, pricing negotiations, contracts, software integrations and anything else you need to help your business run smoother. They will care for your business and support local staff throughout the duration of your contract with NAPA IBS and their efforts never touch your expenses or budget.



JETT KUNTZ
Vice President - NAPA IBS
19 years with NAPA

- Oversees all IBS business development, contracts and current site performance
- Drives IBS and customer success and continuous improvement efforts



BRAD HAYES
IT Director, Business Solutions
3 years with NAPA

- Implements and manages all software integration efforts
- Ensures data integrity and availability across all business systems



DANA STOLTE
SR Director of Store Operations
27 years with NAPA

- 20 years running multiple site operations
- Manages and champions IBS Operational Excellence program
- Drives/supervises all IBS field support efforts



ANDREW YONG
Product Manager
1 year with NAPA

- Manages non-NAPA vendor partnerships, offerings and pricing
- Evaluates customer/NAPA IBS product needs and optimal sourcing opportunities
- Directs new vendor onboarding process to ensure smooth transitions of vendors and inventory



RYAN OUELLETTE
Sr. Operations Manager
5 years with NAPA

- Develops Standard Operating Procedures to ensure operational consistency
- Manages performance reporting (Savings Tracking and Reporting System)
- Oversees business review tracking, pricing and process improvement




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References

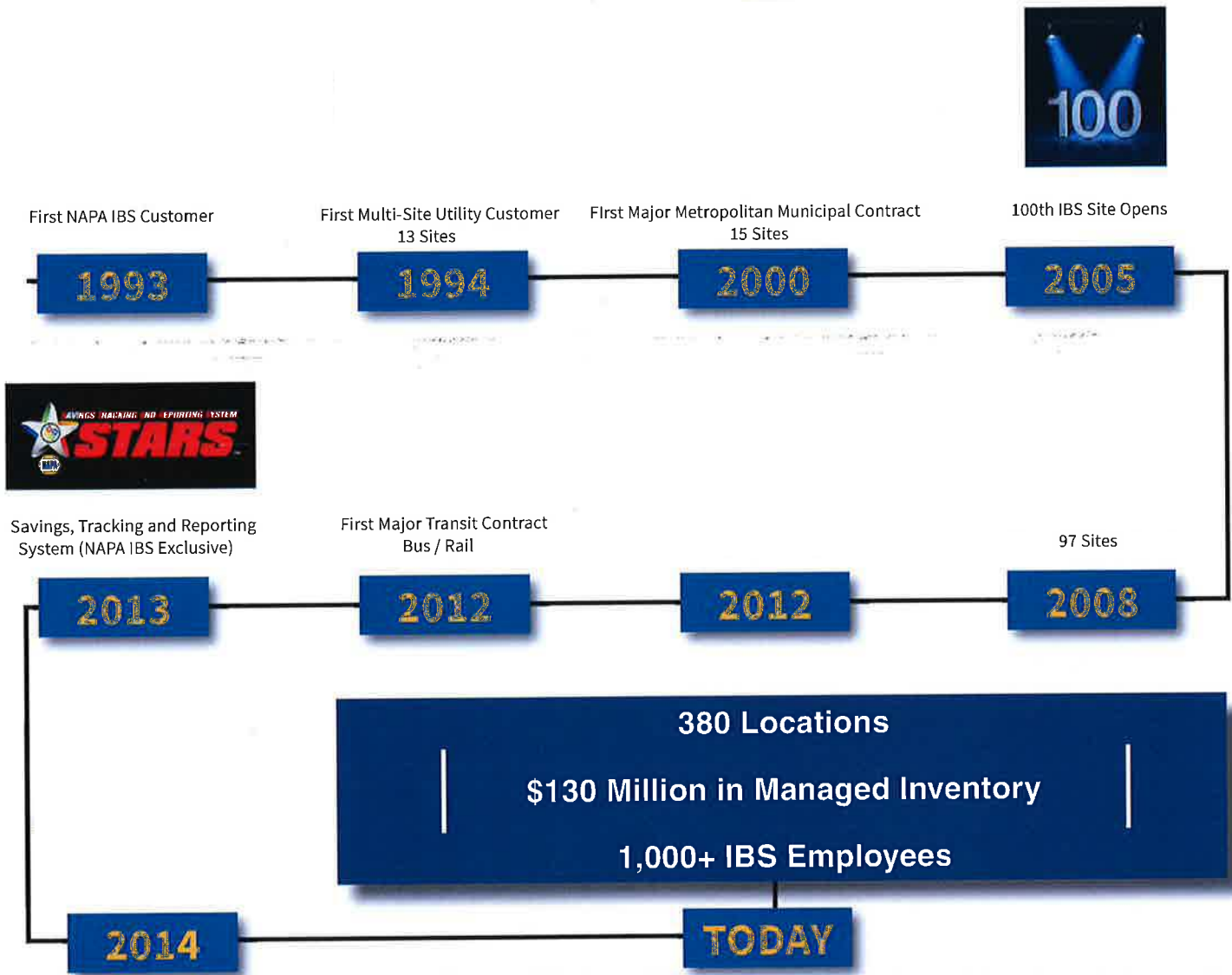
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IBS MILESTONES

In 1993, [redacted] approached NAPA in hopes of finding a solution to challenges they were having managing their parts inventory. With NAPA's parts expertise and well established supply chain infrastructure, they were able to provide a system that would manage inventory, ordering, vendors and ultimately make sure the right parts were available for the City when their technicians needed them. The success of the partnership in [redacted] launched NAPA Integrated Business Solutions (IBS) as a way to keep parts rooms stocked with the right inventory, technicians working on vehicles, and vehicles out on the road rather than in the shop.

Since then, NAPA IBS has expanded our expertise, efficiencies and our reach to include city, county, state, school, DOT, construction, airline GSE, trucking and other fleet customers. As we grow, we get better at what we do and that knowledge and experience serves to make our customers' operations stronger and more streamlined. Below is a timeline of some of the major milestones in the first 23+ years of NAPA IBS.



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CUSTOMER FLEET CATEGORIES SERVICED BY NAPA IBS

NAPA IBS has more than **380 current VMI contracts** currently and serves **20+ customer categories** from both the public and private sectors. Below are several of the major categories we work with, as well as some of our representative customers in each:



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Customer Categories | 2



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REFERENCES

1.4.7 OKC Letter of Recommendation 2-20-14.doc

Fleet Services Division
115 North Shartel, Oklahoma City, OK 73102 ~ 405/297-2218



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CASE STUDY



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Case Study | 11



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Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schleich
IBS Division Manager
956-832-2996

Oklahoma State University Transportation Services

OSUA&M-RFP-000177-2017

December 2, 2016

5.4 Cost of Proposed Parts Operations



Oklahoma State University
Stillwater, OK 74074
(405) 744-5984



PARTS PRICING / OPERATING COST METHODOLOGY

NAPA Integrated Business Solutions employs a 10 percent Gross Margin pricing model in its operations, as with more than 350 locations and more than 20 years of experience in vendor managed inventory solutions, we have determined this is the best way to provide consistency and transparency in our pricing. With more than 1,300 unique manufacturers and more than one million part SKUs, this allows us to bill our customers based on actual acquisition cost of parts, with a separate accounting of operating costs of our services so you know exactly how much your parts cost and how much it costs to run our on-site store.

PARTS PRICING WILL BE CALCULATED AS FOLLOWS:

NAPA BRANDED PARTS

Customer purchase price will be equal to NAPA store acquisition cost divided by a factor of 0.90.

Example:	NAPA Store Acquisition Cost	\$25.00
	Divided by Gross Margin Factor	/ 0.90
	Equals Customer Part Cost	\$27.78

SOURCED (NON-NAPA) PARTS

Customer purchase price will be equal to IBS store acquisition cost from vendor divided by a factor of 0.90. This is not-to-exceed pricing structure

Example:	IBS Store Acquisition Cost from Vendor	\$9.99
	Divided by Gross Margin Factor	/ 0.90
	Equals Customer Part Cost	\$11.10

*Note: This will be the cost factor for every SKU sold from every vendor.

THE NAPA IBS DIFFERENCE

We do things a little differently than some of our competitors and here's why

- Separating parts and operational costs gives transparency in price and cost distribution
- We only make the margin we say we'll make and don't keep any savings for ourselves -- our savings become yours
- Competitors charge you an obscure flat price that doesn't show you how much of it actually goes towards the parts you buy
- NAPA branded parts are also sold at cost -- competitors mark them up

OPERATING COST METHODOLOGY

The operating expenses of the store will be billed on a separate monthly bill to the customer in their entirety at cost, to show all operating expenses and billing categories for expenses to run these operations. NAPA IBS will provide the customer a monthly parts detail with the parts acquisition cost and gross margin detail for both NAPA and non-NAPA parts, as well as an audited operating statement to allow the customer to more easily identify and segment their costs.



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Parts Pricing / Operating Cost Methodology | 1



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5.4.1 Invoicing Requirements



5.4.1 INVOICING REQUIREMENTS

The invoice generated through NAPA's TAMS computer will have specific information on each invoice. The invoice will show part number, quantities, description of item(s) or service, price of each item or service, invoice number, date, time of transaction, P.O. or requisition number, equipment number, and receiving employee of the University will be required to sign each invoice.

NAPA will maintain invoice copies for all non-NAPA purchases for a period of 6 years and one month from the date of purchase.

NAPA will provide a detailed invoice to the appropriate University personnel.

Note: Please see the following invoice and billing examples.



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Billing & Invoicing | 1

BILLING & INVOICE EXAMPLES

A significant part of what sets NAPA Integrated Business Solutions apart from our competition is the convenience we provide by implementing a simple, consolidated, transparent and fully integrated billing system. We have spent the past 22 years perfecting out billing methodology to deliver the most possible expediency and value to our customers and will continue to improve going forward. Some of the highlights of what we do are:

- ✦ Integrated billing, point-of-sale and fleet software systems so that every part that is billed is attached to a specific work order. This lets you know exactly where your parts spend is going.
- ✦ Transparent costs and billing statements for parts, operations and management. You will never see ambiguous mark-ups on parts to cover costs that are never explained to you.
- ✦ Consolidated billing from all sourced parts vendors and NAPA so you only pay one parts bill. This reduces administrative time and paperwork so you can focus on what matters: managing your operation.
- ✦ Extensive reporting options to track parts performance and spend, turnover rates, savings and more. Just tell our management what metrics are valuable to you and we will do our best to provide that report.

The following are the only statements you can expect to receive from NAPA on a regular basis. Please refer to the following pages of this response to view specific billing and invoice examples.

- 1 **Daily Parts Invoice** – shows all parts that were ordered in a given day
- 2 **Month-End Parts Bill** – shows a total of parts orders for the month
- 3 **Monthly Operating Statement** – details all operating costs for the month

We are pleased to announce that we now offer the ability to pay your account online at any time, any place, on any device.

Highly Secure: The NAPA Easy Pay System meets the strictest banking security standards to keep your company and financial data confidential.

Reduce Costs: Eliminate costs associated with paper invoices, check printing, and mailing paper checks.

Flexible Payment Options: The NAPA Easy Pay System accepts ACH payments as well as options for automatic payment scheduling.

Total Automation: You will also be able to view your account balances; view and print invoices and statements; and download invoice information into Excel.

NAPA IBS EXCLUSIVE!
VISIT: NAPAACCOUNT.COM



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Billing & Invoicing | 2

BILLING & INVOICE EXAMPLES

SAMPLE PARTS INVOICE

Above is a sample one-time parts invoice. In a typical IBS store there will be dozens of invoices processed by our team each day. Certain key components have been highlighted above and are defined below.

- 1 Invoice Number
- 2 Purchase Order Number
- 3 Part Number
- 4 Product Line
- 5 Product Description
- 6 Quantity Ordered
- 7 Part List Price
- 8 Actual (Discounted) Part Cost
- 9 Notes Field



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Billing & Invoicing | 3

BILLING & INVOICE EXAMPLES

SAMPLE MONTHLY OPERATING STATEMENT

1 Cost of all parts purchased in a month excluding tax, freight, and other misc. charges and fees.

2 IBS's intended 10 percent margin
(Purchases x 0.10)

3 Total Operational expenses:
Admin + Payroll + Miscellaneous

4 IBS Operating Profit
(Gross Margin - Expenses)

5 IBS Management Fee - calculated to give IBS the intended 10 percent profit on parts sales.

	Monthly	% to SALES	Annual	% to SALES
1 Customer Part Purchases	100,000		1,200,000	
Cost of Goods to NAPA	90,000	90.00%	1,080,000	90.00%
2 Gross Markup Margin	10,000	10.00%	120,000	10.00%
+ Management/Admin Fees	1,490	1.49%	17,880	1.49%
Payroll Expenses				
Manager/Counter Salaries	4,000	4.00%	48,000	4.00%
Sales Salaries	0	0.00%	0	0.00%
Delivery Driver Salaries	0	0.00%	0	0.00%
Bonus Reserves				
Employee Pension/401K	450	0.45%	5,400	0.45%
Group Insurance/ Benefits other	750	0.75%	9,000	0.75%
Workers Comp Insurance	100	0.09%	1,200	0.10%
Payroll Taxes (Fed, State, Local)	400	0.40%	4,800	0.40%
Total IBS Payroll Expenses	5,700	5.70%	68,400	5.70%
+ Miscellaneous Expenses				
Delivery Truck Insurance	0	0.00%	0	0.00%
Delivery Maintenance/Gas	0	0.00%	0	0.00%
Truck Payment	0	0.00%	0	0.00%
Facility Expenses	0	0.00%	0	0.00%
Shelving/Equipment Depreciation	0	0.00%	0	0.00%
Store Expenses	165	0.17%	1,980	0.17%
Credit Card Fees				
Computers and Support Equipment	800	0.80%	9,600	0.80%
Taxes- Not income				
Freight & Postage	300	0.30%	3,600	0.30%
Insurance				
Training	0	0.00%	0	0.00%
+ Total IBS Misc Expense	1,265	1.27%	15,180	1.27%
3 TOTAL EXPENSES	8,455	8.46%	101,460	8.46%
Gross Margin Less Expenses	1,545	1.55%	18,540	1.55%
Miscellaneous Adjustments	0	0.00%	0	0.00%
3 IBS Management Fee	8,455	8.46%	101,460	8.46%
3 NAPA's Return on Investment	10,000	10.00%	120,000	10.00%



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BILLING & INVOICE EXAMPLES

SAMPLE MONTH-END PARTS BILL

NAPA STORE	INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE AMOUNT	COST OF GOODS	FREIGHT INVOICED	GROSS PROFIT	PURCHASE ORDER	ATTENTION	
473	106928	6/26/2015	8/31/2015	\$ 8.50	\$ 8.50	\$ 0.00	\$ 0.00	431250-DCP	360679	
1	6/28/2015			\$ 4,734.13	\$ 4,646.61	\$ 87.52	\$ 0.00			
473	106929	6/29/2015	8/31/2015	\$ 5.05	\$ 5.05	\$ 0.00	\$ 0.00	LT119735	360715	
473	106930	6/29/2015	8/31/2015	\$ 7.76	\$ 7.76	\$ 0.00	\$ 0.00	381931CG	359512	
473	106931	6/29/2015	8/31/2015	\$ 8.54	\$ 8.54	\$ 0.00	\$ 0.00	HT90976	MIKE	
2	473	106932	6/29/2015	8/31/2015	\$ 4.96	\$ 4.96	\$ 0.00	\$ 0.00	LT95638	360706
473	106933	6/29/2015	8/31/2015	\$ 5.67	\$ 5.67	\$ 0.00	\$ 0.00	HE112811	360663	
473	106934	6/29/2015	8/31/2015	\$ 609.56	\$ 609.56	\$ 0.00	\$ 0.00	HT95459	360717	
473	106935	6/29/2015	8/31/2015	\$ 43.85	\$ 43.85	\$ 0.00	\$ 0.00	HT119388	360718	
473	106937	6/29/2015	8/31/2015	\$ 3.08	\$ 3.08	\$ 0.00	\$ 0.00	SE121730	HUGHES 23538	
473	106938	6/29/2015	8/31/2015	\$ 18.49	\$ 18.49	\$ 0.00	\$ 0.00	HT108394	360395	
473	106940	6/29/2015	8/31/2015	\$ 609.56	\$ 609.56	\$ 0.00	\$ 0.00	HT95459	360717	
473	106941	6/29/2015	8/31/2015	\$ 56.00	\$ 56.00	\$ 0.00	\$ 0.00	HT111639	360653	
473	106942	6/29/2015	8/31/2015	\$ 100.11	\$ 100.11	\$ 0.00	\$ 0.00	LT116897	360712	
473	106943	6/29/2015	8/31/2015	\$ 73.88	\$ 73.88	\$ 0.00	\$ 0.00	UC99410	360666	
473	106946	6/29/2015	8/31/2015	\$ 744.32	\$ 744.32	\$ 0.00	\$ 0.00	ht91084	360534	
473	106947	6/29/2015	8/31/2015	\$ 80.66	\$ 80.66	\$ 0.00	\$ 0.00	TR88883	360725	
473	106948	6/29/2015	8/31/2015	\$ 4.39	\$ 4.39	\$ 0.00	\$ 0.00	ca10456	360722	
473	106949	6/29/2015	8/31/2015	\$ 44.00	\$ 44.00	\$ 0.00	\$ 0.00	HT111853	360469	
473	106950	6/29/2015	8/31/2015	\$ 0.33	\$ 0.33	\$ 0.00	\$ 0.00	HT116723	360739	
473	106951	6/29/2015	8/31/2015	\$ 10.50	\$ 10.50	\$ 0.00	\$ 0.00	HTF3069D	360727	
473	106952	6/29/2015	8/31/2015	\$ 13.17	\$ 13.17	\$ 0.00	\$ 0.00	E21813	360733	
473	106953	6/29/2015	8/31/2015	\$ 203.50	\$ 203.50	\$ 0.00	\$ 0.00	MT111771	360660	
473	106954	6/29/2015	8/31/2015	\$ 192.62	\$ 192.62	\$ 0.00	\$ 0.00	SE109042	360741	
473	106958	6/29/2015	8/31/2015	\$ 59.88	\$ 59.88	\$ 0.00	\$ 0.00	HT111609	360479	
473	106959	6/29/2015	8/31/2015	\$ 305.86	\$ 305.86	\$ 0.00	\$ 0.00	HT111852	360121	
473	106960	6/29/2015	8/31/2015	\$ 740.00	\$ 740.00	\$ 0.00	\$ 0.00	HE77268	360723	
	6/29/2015			\$ 3,945.74	\$ 3,945.74	\$ 0.00	\$ 0.00			
473	106963	6/30/2015	8/31/2015	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	di00008	358127	
473	106964	6/30/2015	8/31/2015	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	HE119700	360433	
473	106965	6/30/2015	8/31/2015	\$ 81.03	\$ 81.03	\$ 0.00	\$ 0.00	LT111873	360749	
473	106967	6/30/2015	8/31/2015	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	GN0619	358876	
473	106968	6/30/2015	8/31/2015	\$ 130.00	\$ 130.00	\$ 0.00	\$ 0.00	SE121730	360735	
473	106972	6/30/2015	8/31/2015	\$ 92.75	\$ 92.75	\$ 0.00	\$ 0.00	TR108995	360751	
473	106974	6/30/2015	8/31/2015	\$ 79.50	\$ 79.50	\$ 0.00	\$ 0.00	TR70566	360702	
473	106975	6/30/2015	8/31/2015	\$ 283.80	\$ 283.80	\$ 0.00	\$ 0.00	361931-CG	359512	
473	106976	6/30/2015	8/31/2015	\$ 25.66	\$ 25.66	\$ 0.00	\$ 0.00	SE109042	360741	
473	106977	6/30/2015	8/31/2015	\$ 11.56	\$ 11.56	\$ 0.00	\$ 0.00	SE121730	360735	

NAPA STORE	INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE AMOUNT	COST OF GOODS	FREIGHT INVOICED	GROSS PROFIT	PURCHASE ORDER	ATTENTION
	6/30/2015			\$ 4,158.89	\$ 4,158.89	\$ 0.00	\$ 0.00		
6	LOCATION MONTHLY TOTALS:			\$ 107,314.21	\$ 106,111.24	\$ 1,202.97	\$ 0.00		

Above is an abbreviated sample of the total parts bill that an IBS customer receives at the end of each month. Please notice the transparency of our billing methods – we want you to know exactly how much you spend and what you are paying for. Some of the key features are highlighted above and identified below:

- 1 Date:** Statements are subdivided by date so you can track your high points of activity and so you can compare your month-end statement to your daily invoices for consistency.
- 2 NAPA Store Number:** Your bill is specific to your store and only your store.
- 3 Freight Total:** Daily freight totals are included when applicable.
- 4** Every invoice is attached to a distinct **purchase order number** for efficient tracking.
- 5 Daily Invoice total dollar amount.**
- 6 Monthly invoice total dollar amount.**



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5.4.2 Fees



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ADDITIONAL CONSIDERATIONS

NAPA IBS understands that “Parts and Operational” cost is a major component in the program. Due to the complexity and potential differences in respondent’s proposals. We would appreciate the opportunity to give an oral presentation with a purpose to answer questions and clarify sections of our proposal.

NAPA Integrated Business Solutions – combined with NAPA’s distribution power and brick and mortar store network and Supplier Synergies - is uniquely qualified to provide a cost efficient Vendor Managed Inventory (VMI) for Oklahoma State University. Our desire is to align our goals with yours and work with you to drive down overall cost of doing business including, parts selection, services offered, and program expenses. This will allow our partnership to build a lasting relationship that provides continuing benefits for the University.

OEM Supplier Alliances

As an Industry Leading Vendor Managed Inventory Supplier, NAPA IBS has built strong supply chain relationships with multiple vendors across many different business platforms. We currently have a nationwide network of 1,300+ vendors and multiple agreements that are currently being utilized to ensure our IBS customers are receiving the best value available for the specialty parts outside of the NAPA product lines.

Within the Project Approach section we have attached vendor recommendation letters and have illustrated a few of the manufacturers / Vendors that we have negotiated National and local pricing with.

Local Business Enterprise

Every year our IBS sites spend millions of dollars with local, small and diverse business entities to support the customers we serve. NAPA IBS agrees to work with the University to meet and exceed small business and diverse business spend goals. In addition, our IBS services include documentation and reporting of all small business and diverse business spends, as the customer requires.

Local Supplier Alliances

NAPA has formed alliances with many captive OE (original equipment) suppliers within proximity of your location. NAPA currently stocks much of this O.E.M. type of merchandise on-site, therefore reducing sourcing time and the down time of equipment. NAPA will continue to support local vendor utilization to stimulate revenue and resources within the local community of small business suppliers.

PRICING CONTROLS – TOOLS AND SUPPORT RESOURCES

IBS performs a rigorous analysis on all vendors prior to opening to determine who will be the best fit to supply your new parts store. After opening, we monitor vendor performance through pricing audits, warranty claims and recoveries, service timing and any other metrics that matter to you the customer. If you or we determine a vendor is not performing up to expectations we will address the issue immediately and re-optimize our solution to get you exactly what you want. We have strong, long-lasting relationships with thousands of vendors nationwide.



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IBS uses various tools as pricing benchmarks to assess if a product price is fair and reasonable. Ongoing reviews of prices paid for items helps to identify variations in vendor pricing and enables NAPA IBS to focus purchasing from vendors who provide the best value. When new items are purchased, NAPA IBS requests price quotes from various vendors and identifies those that provide the best value as measured by freight cost, ease of return, core charges, and bulk purchase pricing. This best value analysis ensures that our customers are receiving the lowest competitive price with vendors that provide the highest level of service. NAPA IBS also checks purchases against other NAPA IBS contracts to ensure that vendors are providing the lowest possible pricing for all manufacturers regardless of location.

Support Resources

Because of the depth of our product offering and extensive vendor relationships, we can offer more alternatives than compared to our competitors. This is an important factor considering the respondents ability to contain overall part cost. IBS continually looks to lower cost by utilizing local, regional, and national resources that research parts spend for alternatives.

These resources provide this service in support of our IBS operations and at “No additional Cost” to the University. More detail regarding support resources is highlighted in the “Organization, Staff Qualifications and Experience section of this response.

Specialized Reporting Technology

Savings Tracking and Reporting Systems (STARS)

STARS is one of the keystones of what differentiates us from our competition. STARS gives our customers and our management team up-to-date reporting capabilities in all of the most critical factors and performance metrics for your business and ours. STARS is an exclusive offering that promotes the IBS values of open communication, transparency, constant improvement and performance tracking and optimization.

Below we highlight the part cost comparison report:

Goal of the Report

- To show specific parts cost comparisons and other savings metrics realized by the NAPA IBS on-site. This will allow NAPA and IBS to set specific cost savings goals by site and measure the progress monthly.

Overview of the Report

- Initial report will track all pre-loaded superseded parts and show IBS specific SKU comparisons and SKU level parts comparisons.



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Cost Proposal | 2

COST PROPOSAL

GPC Parts Cost Comparison Detail Report , 3/17/14													
This report highlights the parts price comparison for parts issued on 3/17/14. The total savings, on the reporting date is (\$2,433.58)													
Previous Product Line: LMP-TEST													
Invoice Number	Product Line Code	Product SKU	Part	Part Invoiced Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	11874	LMP	9003 HALOGEN CAPSULE	10	\$4.80	\$4.80	LMP-TEST	9003-T	RANDOM TEST	1	10	\$10.00	\$5.20
2	11866	LMP	194 BULB	10	\$0.26	\$0.26	LMP-TEST	194-T	RANDOM TEST	1	10	\$10.50	\$9.24
3	11800	LMP	H0004 HALOGEN LAMP	10	\$1.66	\$1.66	LMP-TEST	H0004-T	RANDOM TEST	1	10	\$10.00	\$8.34
				30		\$12.61						\$30.00	\$15.39
Previous Product Line: MAC-TEST													
Invoice Number	Product Line Code	Product SKU	Part	Part Invoiced Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	11866	MAC	4300 NON-CHLOR BRAKE CLIN	20	\$1.80	\$3.70	MAC-TEST	4300-F	RANDOM TEST	2	10	\$20.00	\$16.30
2	11864	MAC	4300 NON-CHLOR BRAKE CLIN	20	\$1.80	\$3.70	MAC-TEST	4300-F	RANDOM TEST	2	10	\$20.00	\$16.30
				40		\$7.56						\$40.00	\$32.44
Previous Product Line: NBH-TEST													
Invoice Number	Product Line Code	Product SKU	Part	Part Invoiced Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	11867	NBH	30188 IDLER PULLEY	10	\$10.20	\$10.20	NBH-TEST	30188-T	RANDOM TEST	1	10	\$10.00	\$0.20
2	11867	NBH	30432 DR BELT TENSIONER ADJ	10	\$38.00	\$38.00	NBH-TEST	30432-T	RANDOM TEST	1	10	\$10.00	\$28.00
				20		\$48.20						\$20.00	\$28.20
Previous Product Line: NFR-TEST													

VIEW "Virtual Inventory Exchange Warehouse"

VIEW is a powerful inventory management system designed with IBS locations just like yours in mind. View analyzes the complete inventory matrix of all 370 plus IBS locations across the country and will allow the user to perform price cost comparisons and stocking levels from like suppliers in different regions. This allows the University to know that they are receiving the very best price not only locally, but also taking advantage of the negotiation power NAPA IBS brings nationally.

Competitive Pricing Strategy Comparisons

Parts Cost is an important factor to consider during the evaluation process. Our competitors may advertise a different pricing strategy with an assumed lower margin; however, their raw cost would potentially cost more due to their limited ability of leveraging suppliers with only a handful of VMI locations when compared to NAPA IBS volume and depth.

Below grid reflects actual parts cost differences identified compared to a sampling of Original Equipment Manufacturers (OEM) parts from potential competitors responding to this solicitation.



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COST PROPOSAL

COMPETITIVE PART SAMPLING			NAPA IBS				
Part Number	Description	Cost Each	NAPA Line	Part Number	Cost Each	Net Difference	Percent Difference
F6TZ7A191A	GASKET	\$ 41.22	Ford	F6TZ7A191A	\$ 27.44	\$ 13.78	33.42%
26036474	IGN CASE	\$ 79.01	General Motors	26036474	\$ 74.53	\$ 4.48	5.67%
15886100	ABSORBER	\$ 158.66	General Motors	15886100	\$ 148.32	\$ 10.34	6.52%
22894022	REGULATOR	\$ 164.36	General Motors	22894022	\$ 138.52	\$ 25.84	15.72%
4K0367	NUT	\$ 0.78	Caterpillar	4K0367	\$ 0.79	\$ (0.01)	-1.14%
3559214C2	FITTING	\$ 28.43	International	3559214C2	\$ 19.80	\$ 8.63	30.36%
3571312C1	NYLON TUBING	\$ 10.77	International	3571312C1	\$ 7.53	\$ 3.24	30.05%
3536182C1	BREAKER	\$ 15.27	International	3536182C1	\$ 10.62	\$ 4.65	30.44%
1686485C91	CABLE ASSY	\$ 91.09	International	1686485C91	\$ 65.87	\$ 25.22	27.69%
3602279C91	CABLE	\$ 148.32	International	3602279C91	\$ 102.28	\$ 46.04	31.04%
469858C1	KNOB	\$ 30.22	International	469858C1	\$ 8.56	\$ 21.66	71.69%
TK225FD	TOOTH	\$ 26.49	John Deere	TK225FD	\$ 25.47	\$ 1.02	3.86%
TK3L	LOCK	\$ 3.52	John Deere	TK3L	\$ 3.42	\$ 0.10	2.78%
TK225P	PIN FASTENER	\$ 6.84	John Deere	TK225P	\$ 6.64	\$ 0.20	2.86%
Totals		\$ 1,165.48			\$ 980.82	\$ 184.66	15.84%

Staffing Costs

Our commitment has always been to provide a mutually agreeable team capable of managing the inventory needs to compliment the fleet operations productivity goal. While we always quote our Salary range and typical personnel Tax and Benefit expenses, our actual expenses associated with the operation are passed on with no markup. Our staff will be seasoned Parts people with substantial experience exceeding the requirements outlined in this RFP for Parts Industry experience. Our goal is to hire within our competitive salary range. If we can find adequately skilled and agreeable personnel on the lower end of the scale, these savings will be passed on to the University in the form of reduced expenses. We feel our benefit package is prudently geared towards employee retention with competitive return on expenses.

The number of people and/or scheduling will continue to be mutually agreed upon between NAPA IBS and the Vehicle Maintenance Division to coordinate with their maintenance schedules. In this proposal, we have initially projected two (2) staff member team. 1) Parts Manager and 2) Counterperson with the intention that this person will support the parts counter and make deliveries.

While we feel the staffing levels proposed, will give optimum service to the University based on our experiences. We also realize every operation has different needs and expectations. Therefore, we typically have a chance to mutually discuss the expectations with our customers and make collaborative decisions. We have not had that opportunity with the University as of yet, but are open to discuss our approach to staffing and are willing to make appropriate adjustments through this collaboration.

The staff will be available to manage the Parts Room during any severe maintenance overload or for support during any public emergency. Any required overtime will be billed to the University at one and one half times the normal pay rate for the employees involved. Each situation will be approved in advance by appropriate and agreed upon Fleet Maintenance Division or the University's Management personnel.



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COST PROPOSAL

Operational Costs

Any and all costs and expenses associated with the operation of the On Site Store(s) or the vehicles used by NAPA in the operation of the On Site Store(s), including, but not limited to, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability or general liability insurance policies of NAPA and all equipment supplied by NAPA. Operational costs will be charged to the University at cost, with all such charges for Operational Costs to be included in the Monthly Billing Statement.

Additionally the University has the option to provide any services or equipment required for the Parts Service activities, which may be available to the University's facilities at no additional cost, such as internet access, forklifts, or vehicle assets (delivery vehicles). These shared services contain costs that would otherwise be charged back to the University as expense items. If any such sharing was feasible, our Liability Insurance would cover any losses and hold the University harmless from any liability exposure.

The sample Operational Cost provided at the end of this section provides a complete breakdown of projected "Personnel Wages, Taxes, Insurance, and Benefit Costs" to support the payroll cost values for our response. The figures are all based on current work shift.



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Projected Operational Expenses



COST PROJECTIONS

EXPENSE DESCRIPTIONS		MONTHLY PROJECTIONS	ANNUALIZED PROJECTIONS
SPEND	OKLAHOMA STATE UNIVERSITY - Projected Parts Budget	\$ 45,000	\$ 540,000
	Cost of Goods to NAPA	\$ 40,500	\$ 486,000
	Gross Margin on Parts	\$ 4,500	\$ 54,000
	GROSS PROFIT	\$ 4,500	\$ 54,000
PAYROLL EXPENSES	Parts Manager and Counter Salaries	\$ 3,062	\$ 36,743
	Deliver Driver Salaries	\$ 1,827	\$ 21,924
	Employee Pension 401K	\$ 203	\$ 2,430
	Group Insurance Benefits	\$ 1,243	\$ 14,916
	Insurance-General & Worker's Comp	\$ 156	\$ 1,877
	Payroll Taxes (Federal, State and Local)	\$ 445	\$ 5,346
	TOTAL PAYROLL	\$ 6,936	\$ 83,235
MISCELLANEOUS EXPENSES	Accounting & Data Processing Fees	\$ 446	\$ 5,346
	Deliver Vehicle Payment	\$ -	\$ -
	Delivery Vehicle Insurance Expense - Fleet	\$ -	\$ -
	Delivery Expense - Fuel	\$ -	\$ -
	Facility Ins Property & General Liability	\$ 131	\$ 1,572
	Facility Taxes - Real Property	\$ -	\$ -
	Facility Shelving/Cage Depreciation	\$ -	\$ -
	Store Misc. Expense	\$ 150	\$ 1,800
	Stationery & Supplies	\$ 150	\$ 1,800
	Stock Loss	\$ -	\$ -
	Computer/Equipment Depreciation Expense	\$ 446	\$ 5,352
	Support Fees, Cataloging and IT Support	\$ 465	\$ 5,580
	Computer Connectivity	\$ 259	\$ 3,108
	Taxes (Not Income) - Personal Property	\$ -	\$ -
	Taxes (Not Income) - Sales & Use	\$ 25	\$ 297
	Freight & Postage Expenses - In	\$ -	\$ -
	Training	\$ -	\$ -
TOTAL MISC EXPENSES	\$ 2,071	\$ 24,855	
TOTAL EXPENSES	TOTAL OPERATIONAL EXPENSES	\$ 9,008	\$ 108,091
	Gross Profit Less Expenses	\$ (4,508)	\$ (54,091)
	Miscellaneous Discounts	\$ 200	\$ 2,400
	PROJECTED MANAGEMENT EXPENSES	\$ 8,808	\$ 105,691
	Net Profit Before Tax	\$ 4,500	\$ 54,000





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Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schlebach
IBS Division Manager
956-832-2996

Oklahoma State University Transportation Services

OSUA&M-RFP-000177-2017

December 2, 2016

4.3 Current Inventory Transition Plan



Oklahoma State University
Stillwater, OK 74074
(405) 744-5984



INVENTORY PLAN

In order to convert your parts storage facility to a NAPA IBS store, we will use our local and regional management and operations resources to provide our customer with a smooth transition and the customer will bear no portion of our implementation costs. IBS's inventory transfer and management plan will be address in five stages: Preparation, Transition, Finalization, Ongoing Management and Tools & Reporting. Once a contract is fully executed, we will begin implementation of the five stages, bringing IBS into full operation of the parts and supply service operation. Below are the steps we will take in each of the implementation stages.

60 Days	PREPARATION <ul style="list-style-type: none">• Identify inventory team to manage the project• Obtain inventory usage and fleet info from customer• Analyze data to build startup inventory	
45 Days	TRANSITION <ul style="list-style-type: none">• Present inventory findings and suggested inventory plan• Mutually agree on inventory plan / vendor strategy• Implement structural/shelving/storage additions or changes based on projected inventory level changes	
30 Days	FINALIZATION <ul style="list-style-type: none">• Review billing best practices with customer team• Load inventory line codes into IBS point-of-sale system• Test fleet software integration• Conduct on-site training• Barcode all existing product under NAPA management	
1 Day	PROJECT LAUNCH <ul style="list-style-type: none">• Perform physical inventory of all existing products in customer's ownership• Mutual Inventory Sign Off between IBS and customer• Transition inventory to IBS management	
Ongoing	TOOLS & REPORTING <ul style="list-style-type: none">• Deliver key reports on inventory turnover, special orders, inventory performance, min/max reviews, fill rates• STARS tracking of IBS store overall performance, customer savings and other KPIs• Conduct regular business reviews to measure customer satisfaction	



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Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schlebach
IBS Division Manager
956-832-2996

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4.4 Detailed Timeline for Implementation



Oklahoma State University
Stillwater, OK 74074
(405) 744-5984



MOBILIZATION TIMELINE

60 Days

45 Days

30 Days

14 Days

7 Days

IBS Launch

1 INVENTORY ANALYSIS (60-21 days)

2 STAFFING (45-15 days)

3 PHYSICAL INVENTORY (45-15 days)

4 VENDOR SELECTION & ORIENTATION (45-15 days)

5 FACILITIES/INFRASTRUCTURE (21-7 days)

6 POS/IT IMPLEMENTATION (14-7 days)

7 STAFF TRAINING (14-7 days)

1 Inventory Analysis

- Determine Obsoletes
- Review Sales History
- Review Current Spend to Identify Interchange Opportunities
- Establish Start-Up-Inventory

2 Staffing

- Establish Staffing and Performance Expectations
- Prepare Staffing Plan
- Conduct Candidate Interviews and mutually select employees

3 Physical Inventory

- Barcode Current Inventory
- Count Physical Inventory
- Purchase Applicable Inventory from Customer
- Mutually Sign Off on Inventory

4 Vendor Selection & Orientation

- Review Current Vendors/Performance
- Suggest New/Additional Vendors
- Hold Vendor Summit
- Select Vendors for IBS Launch

5 Facilities/Infrastructure

- Order and Install Shelving
- Test/Install Alarms, Locks, & Other Security Systems
- Purchase Necessary Office Equipment (Cabinets, Phones)
- Obtain & Install Computer Equipment

6 POS/IT Implementation

- TAMS Installation
- STARS Installation
- Internet Connection
- P-Cards & Codes Set Up in System

7 Staff Training

- Web Training Modules (Barcoding, Business Reviews, Pricing Management)
- Off-site Training (at a Comparable IBS Site)
- On-Site Training (Customer Policies/Procedures/Safety)



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Mobilization Timeline | 1



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Submitted by: Genuine Parts Company/
NAPA Integrated Business Solutions

Paul Schleich
IBS Division Manager
956-832-2996

Oklahoma State University Transportation Services

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December 2, 2016

Legal Exceptions & Sample IBS Contract




Oklahoma State University
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Legal Exceptions



LEGAL EXCEPTIONS

OKLAHOMA STATE UNIVERSITY
TRANSPORTATION SERVICES
OSUA&M-RFP-000177-2017
GENUINE PARTS COMPANY

List of Exceptions

Genuine Parts Company d/b/a NAPA (hereinafter “Contractor,” “GPC” or “NAPA”) requests the following exceptions to the above referenced RFP, and requests that the provisions referenced herein not apply and that these exceptions take precedence and govern over the terms set forth in the provisions of the RFP. Please note that all requested changes/concerns are open for discussion/negotiation.

General Provisions, Section A.11.1 (page 3)- NAPA requests to clarify that its proposal is a cost plus proposal. The proposed markup that NAPA provides for parts/equipment shall not change for the 180 period. While NAPA’s pricing profile will remain firm for such period and throughout the term of the resulting Contract, many items that NAPA may procure under this contract will come from unrelated third party suppliers, and NAPA will have little or no control over the price that those suppliers will charge. Further, NAPA manufacturers institute price increases and decreases throughout the year, which are automatically updated in the inventory control system, which NAPA will be utilizing. These price increases and decreases will be passed on to Owner.

General Provisions, Section A.18.1 (page 4)- NAPA is primarily a distributor of parts manufactured by other parties, and as such NAPA requests that the provisions of this section which require inspection and acceptance testing be removed in their entirety and replaced with the following: “All items supplied pursuant to this Contract are subject to the terms of written warranties provided by the manufacturer of each part, and if the items supplied do not meet the requesting department’s standards, NAPA shall use reasonable commercial efforts to assist the relevant party in processing all warranty claims that such party may have against a manufacturer. The manufacturer’s warranty will be the sole and exclusive remedy of the Owner in connection with any claims concerning the parts supplied by NAPA in connection with the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers’ warranties are available upon request.” For suppliers (or categories of suppliers) of Non-NAPA products that University instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

General Provisions, Section A.21.1 (page 4)- NAPA can agree to provide access to hard copies of the records listed in this section, but cannot provide unrestricted access to NAPA’s electronic records.

General Provisions, Section A.21.2 (page 4)- Due to nature of the services, and products being provided, NAPA also requests that the retention period in be shortened from seven (7) years to two (2) years following provision of the applicable part/equipment.

General Provisions, Section A.22 (page 5)- NAPA requests that the department in this section warrant and represent that it reasonably believes that it will have sufficient funds to make all payments due pursuant to the Contract, and covenant that it will do all things lawfully within its power to obtain, maintain, request and pursue funds from which the said payments may be made. In the event that party becomes aware that funds in fact are not available, the department shall promptly notify NAPA of such occurrence. Notwithstanding the foregoing and the provisions of Section A.22, NAPA further requests that OSU and the A&M Systems agree to use their best efforts to appropriate all monies owed to NAPA, including, but not limited to, at the end of the Contract, the amount of money to re-purchase all non-NAPA branded inventory.

General Provisions, Section A.25.1 (page 5)- NAPA requests that the phrase “and upon written approval from the Purchasing Department” be removed from the first sentence of Section A.25.1.



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LEGAL EXCEPTIONS

General Provisions, Section A.25.3 (page)- NAPA further requests that this Section be revised as follows:

“Upon termination, expiration, or non-renewal of the Contract, OSU and the A&M Systems shall be liable for payment of products and/or services delivered under the Contract (including all Operational Costs), and NAPA shall additionally have the option to require OSU and/or the A&M Systems to purchase all non-NAPA Inventory owned by NAPA and located in the OSU and/or A&M Systems’ locations at NAPA’s current acquisition cost. OSU and/or the A&M Systems shall have the option to purchase all NAPA Inventory, owned by NAPA and located in such locations at NAPA’s current acquisition cost.”

General Provisions, Section A.26.2 (page 5)- NAPA requests that this Section be revised to match Section A.25.3 (as revised above).

General Provisions, Section A.27 (page 5)- NAPA requests to clarify that in our cost plus proposal that NAPA shall procure such insurance and that it will pass on such cost as part of its “Operational Costs.”

Specifications for On Site Vehicle Maintenance Parts Facility, Section 4.1 (page 1)- NAPA requests to clarify that in its cost plus proposal the costs of the permits referenced in this section will be included as part of NAPA’s Operational Costs passed through to Oklahoma State University.

Specifications for On Site Vehicle Maintenance Parts Facility, Section 4.2 (pages 1-2)- NAPA requests to clarify in our cost plus proposal, NAPA shall procure such insurance and that it will pass on such cost as part of its “Operational Costs.”

Specifications for On Site Vehicle Maintenance Parts Facility, Section 5.2.2 (page 3)- NAPA requests that the Vehicle Maintenance Department’s right to purchase parts and other supplies be limited such that the Department must use NAPA as its Primary Supplier of the inventory, parts, and equipment under the Contract. The Vehicle Maintenance Department may purchase any item outside the Contract where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being the Department’s Primary Supplier. Primary Supplier shall mean the supplier that provides a minimum of 80% of the inventory needs of the Department.

Specifications for On Site Vehicle Maintenance Parts Facility, Section 5.2.3 (page 4)- As NAPA does not manufacture any parts or products, NAPA requests that the first two sentences of subsection (C)(i) on page 4 be removed in their entirety, and that NAPA’s obligation be limited to the manufacturer’s warranty in the manner specified in the exception to Section A.18.1 of the General Provisions above.

Specifications for On Site Vehicle Maintenance Parts Facility, Section 5.2 (pages 5)- NAPA requests that a new section numbered 5.2.4 be added to Section 5.2, and that it provide as follows:

The University agrees to pay to NAPA all Operational Costs associated with the operation of the on-site parts operation. “Operational Costs” means any and all costs and expenses associated with the operation of the on-site parts operation, including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the on-site parts operation, worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the on-site parts operation and inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. To achieve economies of scale, NAPA will utilize certain headquarter and corporate personnel to assist in the performance of the Contract. As a result, the on-site parts operation will be charged a corporate allocation expense (“Corporate Allocation Expense”) which is calculated as a percentage of sales for all of NAPA’s on site locations for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the on-site parts operation, allowing NAPA counter personnel to focus more attention on serving the on-site parts operation, and maximizing on-site cost efficiency.



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INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THIS INTEGRATED SUPPLY AGREEMENT (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and _____, a _____ [corporation/ limited partnership/ limited liability company/ sole proprietorship (circle one)] (“CUSTOMER”), to be effective as of the _____ day of _____, 20____ (the “Effective Date”).

WITNESSETH

WHEREAS, NAPA desires to establish inventories in CUSTOMER’s locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory”) to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA (“On Site Store”) and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

Each of the recitals set forth above is hereby incorporated into the Agreement in its entirety.

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) **Primary Supplier** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.



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(b) **NAPA Owned Store** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) **NAPA Jobber** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

Manager: _____

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA. Notwithstanding the foregoing language, CUSTOMER agrees to, and hereby grants, NAPA the right of first refusal on any and all new or additional locations of CUSTOMER that are to be serviced by a similar supply entity.

3. **TERM.** The initial term of this Agreement shall be for a ____ (____) year period beginning on the Effective Date. Upon expiration of the initial term, this Agreement shall automatically be renewed for successive ____ (____) year terms, unless either party notifies the other party in writing of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or any renewal term hereunder. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing location(s). NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all



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reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store through its proprietary TAMS (Total Automotive Management System), which it cannot assign nor leave with CUSTOMER upon termination or expiration of this Agreement.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the _____ of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. The overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. Once per year NAPA shall utilize a third party to perform an Inventory count in the On Site Store while accompanied by NAPA. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.



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(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding equipment and fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. PAYMENT TERMS/PRICING. NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. In the event any statement has not been paid as of such date, NAPA shall impose a finance charge of 1.5% per month, or such lower amount as may be permitted by law. CUSTOMER shall reimburse NAPA for all costs incurred by NAPA in collecting any past due amounts owed to NAPA pursuant to this Agreement, including any attorney's fees.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "NAPA Product Costs," which is the pricing of NAPA supplier manufactured products, and "Non-NAPA Product Costs," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits



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and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, and all equipment supplied by NAPA. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs and expenses incurred relative to the operation of the On Site Store(s).

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER at cost
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Gross profit is calculated by dividing the acquisition cost by .90. Operational costs will be charged to CUSTOMER at cost, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.



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8. **INSURANCE.**

(a) CUSTOMER shall provide at its sole expense “all risks” fire and property insurance on all buildings and/or improvements in which the On Site Store(s) are located throughout the term of the Agreement. Further, CUSTOMER shall, throughout the term of this Agreement, at CUSTOMER’S expense, obtain and maintain in force a policy of commercial general liability insurance in the name of CUSTOMER as insured but with NAPA named as an additional insured, such insurance to be written on an “occurrence” basis with combined single limits for any one injury, including death, and for property of not less than \$1,000,000.00 per occurrence. Said policy shall be issued by a reputable insurance company authorized to transact business in all states where On Site Store(s) are located. CUSTOMER shall further maintain during the term of this Agreement worker’s compensation insurance coverage in amounts required by law. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker’s compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

9. **NO LIENS; SECURITY AGREEMENT; UCC-1.**

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s). CUSTOMER shall, at its own cost and expense, defend and hold harmless NAPA and its officers, directors, employees, subsidiaries and affiliates from any and all liability, costs and expenses (including attorney’s fees) against any claim or encumbrance on the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants to NAPA a security interest and lien in all of CUSTOMER’S goods (including inventory, equipment, and any accessions thereto), commercial tort claims, insurance claims, investment property, accounts, general intangibles, instruments, and chattel paper and instruments, wherever located, whether now owned or hereafter acquired or arising, and all



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products and proceeds arising therefrom.

(c) CUSTOMER agrees and acknowledges that Inventory that is delivered and stored on CUSTOMER's property pursuant to this Agreement is Inventory owned by NAPA and further acknowledges and agrees that NAPA may send notice to CUSTOMER's creditors notifying such creditors of the ownership rights of the Inventory.

(d) CUSTOMER acknowledges and agrees that NAPA shall file a UCC-1 statement covering all Inventory on CUSTOMER's premises, noting that such Inventory is consignment inventory, in order to protect NAPA's interests in its Inventory, and that NAPA shall file a UCC-1 statement covering all of CUSTOMER's assets, as described above, in order to protect NAPA's interests in CUSTOMER's payment obligations.

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement. If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, NAPA will decide the issue in its sole discretion.

11. WARRANTY/LIABILITY DISCLAIMER. All items supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the parts supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:



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(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement; or

(b) In the event that there is a hostile work environment, the affected party provides written notice, and such hostile environment remains uncorrected for ten (10) days after written notice thereof; or

(c) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(d) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of the contract, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned



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by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

15. CONFIDENTIALITY. CUSTOMER and NAPA may, from time to time, acquire or otherwise receive confidential or proprietary information concerning the other party's products, pricing, business affairs and practices. In consideration of the confidential and proprietary nature of this information, each party agrees as follows:

(a) All confidential or proprietary knowledge and information received from the other party shall for all time and purposes be regarded by the receiving party, its employees and agents as strictly confidential and will not be disclosed to any third parties or to any of the other affiliates of the receiving party.

(b) Each party agrees to utilize any information provided by the other party only for the purposes of carrying out this Agreement and further acknowledges that it will not utilize any information provided by the other party for any other purpose including but not limited to directly or indirectly competing with the other party or otherwise assisting another person or entity in doing the same.

(c) All confidentiality obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination: (a) in the case of confidential information that constitutes a trade secret under applicable law, for as long as such confidential information remains a trade secret; or (b) in the case of any other confidential information, for a term of ten (10) years.

(d) Each party further understands that money damages will not be a sufficient remedy for a breach of this Section 15 and that, in addition to all other remedies available at law or in equity, each party shall be entitled to equitable relief, including injunction or specific performance, without proof of actual damages.

(e) In the event that the receiving party is requested or required by legal or regulatory authority to disclose confidential or proprietary information of the disclosing party, the receiving party shall promptly notify the disclosing party of such request or requirement prior to disclosure so that the disclosing party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, receiving party agrees to furnish only



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that portion of the confidential or proprietary information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

16. CHANGE OF CONTROL. NAPA may unilaterally terminate this Agreement by giving five (5) days written notice to CUSTOMER upon the occurrence of a change in the management or ownership of CUSTOMER.

17. LANDLORD CONSENT AND WAIVER. If CUSTOMER does not own, in unencumbered fee simple title, all property upon which the On Site Store(s) is/are located, CUSTOMER agrees to acquire from each Landlord or Mortgagee a fully executed Landlord Consent and Waiver which is attached here to as Exhibit C. The Landlord Consent and Waiver(s) shall be returned to NAPA prior to the commencement of operations on such On Site Store(s).

18. MUTUAL INDEMNIFICATION. CUSTOMER shall be responsible for and shall indemnify and hold NAPA harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of CUSTOMER or CUSTOMER'S employees. NAPA shall likewise be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

19. QUIET ENJOYMENT. CUSTOMER represents and warrants to NAPA that NAPA shall have quiet and peaceful possession of the On Site Store(s) during the entire term of this Agreement and CUSTOMER shall defend NAPA's right to possession against the claims of all parties.

20. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below :





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As to NAPA :

Attn: _____

Telephone: (____) _____

Facsimile: (____) _____

As to CUSTOMER :

Attn: _____

Telephone: (____) _____

Facsimile: (____) _____

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 20.

21. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

22. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and



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shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

23. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

24. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

25. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

26. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers, or any other similar or representative relationship between the parties hereto.

27. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Georgia.

28. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

29. SECTION HEADINGS. Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

30. SEVERABILITY. In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or enforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and



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effect.

31. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

[Remainder of page intentionally left blank / Signatures appear on next page]



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IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: _____
Title: _____

_____ *[Name of Company]*

By: _____
Name: _____
Title: _____



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EXHIBIT A
ASSIGNMENT

See attached.



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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____ .

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20__ .

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

_____ [JOBBER]

By : _____

By : _____

Name : _____

Name : _____

Title : _____

Title : _____

Agreed and acknowledged:

_____ [CUSTOMER]

By : _____

Name : _____

Title : _____



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EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.



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EXHIBIT C

LANDLORD CONSENT AND WAIVER

See attached.



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WAIVER AND CONSENT AGREEMENT

THIS WAIVER AND CONSENT AGREEMENT (this "Agreement"), made this _____ day of _____, 20____, is by and among _____ (hereinafter referred to as "Landlord"), GENUINE PARTS COMPANY ("NAPA"), and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord holds fee simple title to certain land, building and improvements located at _____ (the "Premises"); and

WHEREAS, Landlord has leased the Premises to Tenant; and

WHEREAS, pursuant to an Integrated Supply Agreement between NAPA and Tenant dated _____, and made a part hereof by reference, NAPA will install certain equipment and establish certain inventories on the Premises for use by NAPA in the operation of a parts store benefiting Tenant (with such equipment and inventory being referred to collectively herein as the "Inventory"); and

WHEREAS, NAPA wishes to retain a paramount security interest in the Inventory.

NOW THEREFORE, in consideration of the premises and the mutual benefits to the parties herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Landlord hereby consents to the establishment of the Inventory upon the Premises and does hereby agree that, so long as there is compliance with the provisions of this Agreement, it shall not disturb NAPA in the enjoyment of its rights in the Inventory, including, and not by way of limitation, the peaceful repossession of the Inventory upon the default of Tenant pursuant to the provisions as hereinafter set forth.
2. NAPA agrees to exercise any right of repossession or any attempt at gaining possession of the Inventory without breach of the peace and only during such times as access to the Premises shall be made peaceably available by Landlord or by the Tenant, but in the latter case, only so long as Tenant shall actually accompany NAPA during such repossession or gaining of possession.
3. Upon removal of the Inventory by NAPA, as herein provided, NAPA agrees to repair and to restore any damage caused by the repossession.
4. Landlord agrees that NAPA has a paramount and perfected security interest in the Inventory, or identical or comparable replacements or supplements thereof from time to time, but in none other, nor any other property of any nature affixed to the Premises. NAPA agrees to



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indemnify and hold Landlord harmless for any costs, loss or damage occasioned by its failure to discharge and clear any recorded or filed rights which create interests other than those authorized hereby.

5. Should the occasion arise in which Landlord desires to evict Tenant due to Tenant's default, or otherwise justifiably terminate Tenant's interest in the Premises, then, in either of those events, NAPA agrees that upon the thirty (30) days written notice by Landlord, NAPA will cause the Inventory to be removed from the Premises either as the duly authorized agent of Tenant, which authority Tenant evidences by its execution below, but subject to the obligations of removal as if such removal had been a repossession, or by repossessing itself of the Inventory pursuant to local statute and the provisions hereof.

6. If NAPA shall not remove or repossess the Inventory upon written notice as provided in Paragraph 5 above and shall continue in such failure for sixty (60) days after notice, the parties agree that the Inventory shall be deemed abandoned by NAPA, as its interests may appear. Landlord shall not, thereafter, be liable to NAPA, Tenant or their successors or assigns as any manner of bailee of the Inventory when and if Landlord shall possess itself of the Premises and further, it shall have no obligation to use any standard of caution or care in dealing with the Inventory at any time after such repossession.

7. The agreements and provisions contained herein shall be binding upon each of the parties, their holders, successors and assigns without the necessity of a filing or recordation and each party shall be responsible for securing the undertaking of the within agreements and provisions by its holders, successors and assigns.

IN WITNESS WHEREOF the parties hereto by their duly authorized corporate officers, have executed this Agreement on the day and date set forth in the commencement.

LANDLORD : _____

BY : _____

TITLE : _____

NAPA : GENUINE PARTS COMPANY

BY : _____

TITLE : _____

TENANT : _____

BY : _____

TITLE : _____



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EXHIBIT F

THE RFP

See attached.



A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the Chief Procurement Officer or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.
- A.1.6. "Best Value" means tradeoff price between price and performance that provides the greatest overall value benefit under the specified selection criteria.
- A.1.7. "Lowest and Best" means an acquisition based on criteria which include, but are not limited to the following: The lowest total purchase price, the quality and reliability of the product, and the consistency of the proposed acquisition with the OSU/A&M Board of Regents planning documents and announced strategic program direction.

A.2. Bid Inquiries

All inquiries during the bid and evaluation process must be directed to the Buyer of Record, OSU and the A&M Systems Purchasing Department, by phone at 405-744-5984, fax 405-744-5187, email purchase@okstate.edu, or if you are responding to an online solicitation please use the associated Question and Answer Board. Contact with the end user, department, or contracted parties during the bid and evaluation process may disqualify bid.

A.3. Bid Submission

- A.3.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with completed information and any other forms required by the solicitation.
- A.3.2. Bidders shall submit only **ONE** response per item and guarantee unit price to be correct
- A.3.3. Any separate agreement that will be required by the bidder must be returned with the initial bid response.

A.4. Solicitation Amendments

- A.4.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Purchasing Department.

- A.4.2. It is the Bidder's responsibility to check the public website and your registered SciQuest supplier portal frequently for any possible amendments that may be issued. The OSU and A&M System is not responsible for a bidder's failure to download and complete any amendment documents required to complete a solicitation.

A.5. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Purchasing Department with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.6.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- A.6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.6.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.6.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.6.1.2. of this certification; and
 - A.6.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.6.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.7. Bid Opening

- A.7.1. Sealed bids related to Title 61 of the Oklahoma Statutes will be opened by the Oklahoma State University Purchasing Department at the office of the Chief Procurement Officer or designee, 1224 N Boomer Rd, Stillwater, OK 74078 (unless otherwise specified), at the time and date shown on this bid.
- A.7.2. When a public bid opening is requested for sealed bids other than that of Title 61 of the Oklahoma Statutes, the opening will be held at a predetermined location, and only the responding bidder(s) names will be disclosed.

A.8. Open Bid / Open Record

Pursuant to the Oklahoma Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for Oklahoma State University and the A&M System outweigh the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5) and 24A.10]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Chief Procurement Officer as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. § 34.11.1(H)(2) and 74 O.S. § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. It is suggested that the confidential sections be identified in the bid document and those items submitted under separate cover. The Chief Procurement Officer shall make the final decision as to whether the documentation or information is confidential. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.9. Late Bids

Bids received by the Purchasing Department after the response due date and time shall be deemed non-responsive and shall

NOT be considered for any resultant award.

A.10. Legal Contract

- A.10.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the OSU and A&M System Procurement Office, shall constitute a contract.
- A.10.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.10.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.10.2.2. Solicitation, as amended (if applicable); and
 - A.10.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.10.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
- A.10.4. Oklahoma law requires each bidder submitting a response to an agency of the State of Oklahoma for goods or services to furnish a signed statement of non-collusion, therefore this bid is INVALID if not signed. This requirement may be satisfied by electronic signature or acknowledgement as permitted by the Chief Procurement Officer.

A.11. Pricing

- A.11.1. Bids shall remain firm for a minimum of one hundred eighty days (180) days from the solicitation closing date.
- A.11.2. Bidders guarantee unit prices to be correct.

A.12 Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.13. Clarification of Solicitation

- A.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Purchasing Department and the Buyer as specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.13.2. If a bidder fails to notify the Buyer of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.13.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the Buyer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.14 Negotiations

- A.14.1. When the solicitation evaluation criteria is Best Value, the OSU/A&M Chief Procurement Officer reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the OSU/A&M Universities. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that will mitigate risk. All issues will be considered negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the bidder's proposal.

A.15. Rejection of Bid

The Chief Procurement Officer reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may also be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability.

A.16. Award of Contract

- A.16.1. The Chief Procurement Officer may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the Chief Procurement Officer to be in the best interest of The OSU and A&M Systems.
- A.16.2. Contract awards will be made to the best value bidder(s) unless the solicitation specifies that lowest and best criteria is being used.
- A.16.3. In order to receive an award or payments from the OSU and the A&M Systems, suppliers must be registered. The vendor registration process can be completed electronically through the OSU and A&M Systems Purchasing website at the following link: <http://purchasing.okstate.edu>

A.17. Contract Modification

- A.17.1. The Contract is issued under the authority of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges as delegated to the Chief Procurement Officer who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the Chief Procurement Officer.
- A.17.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Purchasing Department in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.18. Delivery, Inspection and Acceptance

- A.18.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the requesting department at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. OSU and the A&M Systems assume no responsibility for goods until accepted by the requesting department at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.18.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Purchasing Department.

A.19. Invoicing and Payment

- A.19.1. Pursuant to 74 O.S. §85.44B, invoices will be paid in arrears after products have been delivered or services provided.
- A.19.2. Payment terms are Net 30 after receipt of goods or services and invoice.

A.20. Tax Exemption

OSU and A&M acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.21. Audit and Records Clause

- A.21.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with OSU and the A&M Systems, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.21.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.22. Non-Appropriation Clause

The terms of any Contract resulting from this solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the department may terminate its obligations under the contract if sufficient appropriations are not made by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) department's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.23. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.24. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Payne County, Oklahoma or other as designated by the OSU and A&M Systems.

A.25. Termination for Cause

- A.25.1. The supplier may terminate the Contract for default or other just cause with a minimum 30-day written request and upon written approval from the Purchasing Department. OSU and the A&M Systems may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.25.2. OSU and the A&M Systems may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of a department and detrimental to its cause, when conditions preclude the 30-day notice, or when the Chief Procurement Officer determines that an administrative error occurred prior to Contract performance.
- A.25.3. If the Contract is terminated, OSU and the A&M Systems shall be liable only for payment for products and/or services delivered and accepted.

A.26. Termination for Convenience

- A.26.1. OSU and the A&M Systems may terminate the Contract, in whole or in part, for convenience if the Chief Procurement Officer determines that termination is in the OSU and the A&M Systems' best interest. The Chief Procurement Officer shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Chief Procurement Officer.
- A.26.2. If the Contract is terminated, OSU and the A&M Systems shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.27. Insurance

When applicable, the successful bidder will be required to maintain such insurance as will protect themselves as well as OSU and the A&M Systems from its contingent liability from claims under Worker's Compensation acts and from any other claims for damage as public liability from operations under this contract, whether such operations are by themselves or any subcontractor or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with OSU and the A&M Systems before a Purchase Order can be issued, and shall be subject to OSU and the A&M Systems approval of adequacy of protection per the following:

- A.27.1. The Certificate of Coverage will be made to: Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, 1224 N. Boomer Road, Stillwater, OK 74078 unless otherwise specified.
- A.27.2. Minimum coverages will include: General Liability \$1,000,000. Automotive Liability \$1,000,000. Workers Compensation coverage as required by the State of Oklahoma. Other levels of coverage may be required or approved by the Chief Procurement Officer.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Affidavit of Completion

When applicable, any contract shall, in lieu of bond, demonstrate by means of an affidavit of payment, of all indebtedness incurred by such contractor or their subcontractor who performs work in performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract. The required affidavit will be attached to the purchase order issued to the successful bidder and must accompany the invoicing for final payment.

A.30. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30.1. Pursuant to Executive Order 11246 (as amended) Equal Employment Opportunity, all bidders shall complete the "Certificate of Compliance with Executive Order 11246 (as amended)" form for all bids exceeding \$10,000.

A.30.2. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

A.30.3. If services include the use or disclosure of Patient Health Information (PHI) then a HIPAA Business Associates Agreement will be required prior to the beginning of services.

A.31. Requirements for Criminal Background Checks

The contractor awarded this Solicitation shall be fully responsible for the provision and support of goods and services required hereunder. Any subcontractors shall be approved in writing and in advance by Owner. Contractors and subcontractors and all visitors on campus related to this Contract shall conduct themselves in a professional and courteous manner at all times with Owner's faculty, staff, and students, as well as any other customers, contractors, visitors or other individuals with whom the contractor comes in contact as a result of this contract or in the course of providing goods or services hereunder while working on or visiting the Owner's campus.

A.31.1. If Owner, in its sole discretion, reasonably believes that an employee, agent, or subcontractor of the Contractor assigned to provide goods or services to Owner hereunder has engaged in conduct inconsistent with the requirements herein, Owner may notify the Contractor and the Contractor shall promptly reassign said employee, agent, or subcontractor so that he or she will no longer provide goods or services pursuant to this Contract.

A.31.2. The contractor warrants that it will only assign employees who have passed a criminal background check to perform work hereunder. The background check shall demonstrate the worker has no convictions or pending criminal charges which would render the worker unsuitable to be present on Owner's campus. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

A.31.3. The contractor warrants it is supplying employees who have passed a background check. Contractor agrees to defend, indemnify, and hold harmless Owner, its officers, directors, agents, and employees for any claims, suits, or proceedings alleging a breach of this warranty.

A.32. Information Technology

A.32.1. If this purchase involves information technology products or services, they must be in compliance with the accessibility to Information standard of Section 508 of the Rehabilitation Act of 1973

A.32.2. Pursuant to OCA 260:15, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Information Technology Accessibility Standards, issued by the Oklahoma Office of Management and Enterprise Services, in effect on the date of issuance of the contract.

A.33. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

[END OF SECTION A. GENERAL PROVISIONS]

Specifications for On Site Vehicle Maintenance Parts Facility

The Request for Proposal is part of a competitive process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. The process of competitive negotiation being used should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determination factor. The competitive Request for Proposal will provide Oklahoma State University the flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the major determination factor; however, price will be a priority factor.

1. **Purpose:**

Through a formal proposal process, the intent is to enter into a written contract with a responsible company qualified to provide an ON-SITE VEHICLE AND EQUIPMENT MAINTENANCE PARTS FACILITY for the Vehicle Maintenance Division of Oklahoma State University. The intent of the proposal is to establish an ongoing contractual relationship between the University and the selected firm for the purpose of providing the Oklahoma State University with Vehicle and Equipment Maintenance parts and supplies for the period from date of award through June 30, 2017 with the option to renew annually for 4 additional 1 year periods, upon mutual agreement.

2. **Evaluation**

2.1. **Evaluation Criteria:**

The evaluation methodology for this RFP will be "Best Value" as defined in the terms and conditions. Following are the evaluation criteria that will be used for bids received in response to this solicitation:

1. Approach to Services
2. Vendor's Organization, Staff Qualifications and Relevant Experience
3. Fee Proposal
4. Reporting and Firm Resources

3. **RFP Responses**

3.1 The proposal shall be in the specific format prescribed herein. Proposals should not contain promotional or display materials, and all material shall pertain to the requirements. Proposals shall be straight forward, providing a concise description of the vendor's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

4. **Insurance or Other Required Documents:**

4.1 **Permits:** The contractor shall procure all necessary permits, pay for same, and shall obtain all official licenses for the work necessary. The contractor shall be responsible for all violations of the law for any cause in connection with the work caused by the contractor.

4.2 **Insurance:** The successful contractor (s) shall procure any and all insurance as deemed necessary by Oklahoma State University. This will include, but not limited to the following:

4.2.1 **Comprehensive General Liability:** A minimum limit of \$1,000,000 per occurrence combined single limit of liability to include coverage for:

Premises Operations

Independent Contractors and Subcontractors
Products and Completed Operations
Broad Form Contractual
Broad Form Property Damage
Fire Legal
Personal Injury

4.2.2 Vehicle Liability and Property Damage: A minimum limit of \$1,000,000 per occurrence combined single limit. This insurance shall include Bodily Injury and Property Damage for the following:

Owned Vehicles
Hired Vehicles
Non-Owned Vehicles
Employee Non Ownership

5. Specifications and RFP Offer:

5.1 Background: The Vehicle Maintenance Division provides personnel and support services for the repair and maintenance of approximately 850 University vehicles and equipment and currently stocks an inventory valued at \$125,000.00 to \$150,000.00. Vehicle Maintenance operates under a full charge back system.

The Transportation Department is currently utilizing a maintenance software system (SQ7) that requires parts to be entered and invoiced through this system. OSU Transportation Services maintains the following vehicles and equipment that require parts and service provided through this contract.

University Vehicle Fleet

Sedans
Police Cars
Light Trucks & Vans
Medium Dump Trucks
Transit Buses
Charter Buses
Generators

5.2 Scope of Work:

5.2.1 General Contractor Information:

The selected contractor shall provide personnel and maintenance parts and supplies necessary to run an efficient and effective on-site parts operation that covers all hours worked, including overtime due to peak demand and emergency operations. Specific needs will be described in further detail later in this specification. All parts, and lubricants necessary to maintain, repair and operate vehicles and equipment, plus those items used by other agency personnel that have been traditional stock items of the existing stock room will be covered by the resulting contract. The Vehicle Maintenance Department standard hours of operation is, 8:00 am to 5:00 pm, Monday thru Friday.

5.2.2 General Parts Information:

Original Equipment Manufacturer (OEM) quality parts, supplies, and equipment or the equivalent or better are required. The Vehicle Maintenance Department reserves the right to purchase parts and other supplies that cannot be provided by the Contractor within the time frames specified, or that do not meet original equipment quality, or that are deemed inferior or unacceptable by the department. The University reserves the right to solicit repairs from any private contractor where said contractor may provide parts and/or labor for the repair of vehicles and equipment. The University further requires that in every application, where reasonable and acceptable, the contractor provide retreated, rebuilt, refurbished, recycled, or re-refined products that meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standards. Vehicle Maintenance reserves the right, over the course of the contract period to determine which products shall be new, refurbished, recycled, or retread. The Contractor shall also accept industry standard cores for rebuilding where the parts are acceptable as core exchanges, including water pumps, carburators, pumps, alternators, engine blocks, etc. Vehicle Maintenance will work with the Contractor throughout the contract period to determine the parts, supplies and equipment to carry in inventory. This determination may be based on usage, fleet size, critical need of the part(s), ordering, turnaround time, or any combination of these factors.

5.2.3 Contractor Requirements:

The contractor shall have access to and control over sufficient inventory provided either by the contractor's on-site or off-site stock, its own warehouse, original equipment manufacturer and/or by negotiation with one or several local parts operations to furnish 85% of the University's parts requirements on demand and 95% of the University's parts requirements by the next business day following the request. The contractor shall evaluate the usage history of the current inventory of vehicle parts and thereafter on a monthly basis to identify those that should be removed from stock, added to stock and to determine the stocking levels of those that should remain in stock. The contractor shall adhere to the stock reorder plan detailed in the proposal. Prompt response time to parts requests is crucial to the stock reorder plan detailed in the proposal. Prompt response time to parts requests is crucial to establish and maintain a high level of maintenance shop productivity. Any decision to make changes that will impact response times will be mutually agreeable with the Vehicle Maintenance Supervisor and the Contractor.

- A) The contractor shall provide stock and non-stock original equipment parts, supplies and equipment, or aftermarket items in equal or higher quality. A minimum of Grade 8 is required on all Fasteners. All hydraulic equipment, components and parts must meet JIC and SAE specifications. The University reserves the right to inspect the quality of materials, supplies and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected contractor for resale to the University will remain the property of the contractor until used by the University. At its discretion, the University may elect to purchase and maintain ownership of certain specialized items. The University reserves the right to purchase parts and/or services from other sources if the contractor cannot obtain the desired part(s) by the next business day following

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TRANSPORTATION SERVICES
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- request and, in emergency situations, to procure parts immediately, if the contractor cannot supply the part(s) in an acceptable time frame.
- i. The contractor shall not issue parts or supplies to University Personnel without proper work order requisition. The contractor shall give a receipt containing specific information with items delivered to the University's employee for each work order requisitions. A second copy of the receipt will be given to the Vehicle Maintenance administrative section.
- B) The contractor shall provide separate accounts for any other University Department wishing to utilize on-site parts facility.
- i. The receipt shall contain specific tracking information, i.e., equipment number, reference number, receiving employee name, parts, quantities, part number and alpha description, price detail and any other data deemed necessary for effective accounting tracking. A duplicate of each transaction shall be provided with the billing for verification of accounting transactions.
- C) The contractor shall maintain warranty records of items sold to the University and issue any credits, including labor and parts, due the University that are covered under the warranties as approved by the manufacturer.
- i. All items must include full manufacturer's warranties and guarantees. The Contractor must guarantee that all items purchased for equipment repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application. On-site replacement for defective, inferior, or non-fit items shall be guaranteed.
- D) The contractor shall use current state of the art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing on line information on the parts facility inventory and other contractor owned inventories, monitoring and reporting the status of parts on hand, parts on order, parts on back order, usage of parts and services, costs and billing information. This information will be made available to Vehicle Maintenance to assure a cost effective operation.
- i. The contractor shall provide comprehensive activity reports from its computer data base on a weekly basis. Some activity items, such as, but not limited to, lost sales, back orders and number-of-days on order will be required on a daily basis. The University reserves the right to require any information considered necessary to monitor the contractor's operation and to receive them on what every frequency needed (i.e. daily, weekly, or monthly).
- E) The contractor's Parts Supervisor or personnel shall be sufficiently trained, knowledgeable and service oriented to efficiently and effectively operate the total parts function as detailed. The contractor's proposal shall include provisions for staffing not only during normal working hours but also during times of emergency, vacation and sick leave. The contractor is required to have someone

OKLAHOMA STATE UNIVERSITY
TRANSPORTATION SERVICES
OSUA&M-RFP-000177-2017

available on-call to issue parts after normal hours for emergency vehicle repairs. The contractor shall be responsible for the hiring, staffing, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The contractor shall also be responsible for all wages, taxes, fringe benefits and training of these employees. The University shall have final approval of operations personnel.

- i. The University must approve the selection of the operations supervisor assigned by the contractor. The University reserves the right to expect the contractor to discipline/dismiss/replace any employee that is proven detrimental to the parts operation. The contractor must comply with requests by OSU Transportation in a timely manner for resolution of employee related matters.
- F) The University will provide an adequate and secure operations and a storage area to the contractor free of charge. This shall include fax and copy machines, restrooms and other such facilities and services that may be mutually agreed to.
 - i. The contractor will provide specialized equipment such as terminals and printer for contractor's computer system, office machines, file cabinets, shop equipment, recycling apparatus, vehicles and other facilities and services that may be mutually agreed to.
 - ii. Any required changes in the physical layout of the parts room should be indicated in the proposal.
- G) OSU Transportation employees, any other individuals, or private enterprises will **NOT** be allowed to purchase parts or supplies from the on-site parts store operation for personal use. Cash transactions will not be allowed under any circumstance.
- H) The contractor will exercise responsibility of the facility including restriction of University personnel. OSU Transportation will retain access to the general area for routine maintenance and emergency repairs on the building or the building systems. The contractor will be granted access to the facility during non operational hours whenever necessary to perform such activities that cannot be done during operational hours.
- I) The contractor shall be responsible for all costs associated with providing inventory and pickup/delivery. Transportation Services will retain the option for providing adequate personnel to staff the Parts Department. The contractor will work in coordination with Transportation Services to provide personnel and administrative needs necessary to operate the facility. The contractor is to provide the University with current verifiable price schedules of all parts/supplies purchase during contract period if methodology involves a cost plus basis.
- J) The contractor shall provide training to the University employees as deemed appropriate for use of new or current products. The cost, if any, for such training will be mutually agreed upon between the University and the Contractor.

5.3 Proposal Submittal Format:

- 5.3.1 **General Format Information:** Proposals shall be submitted in the format prescribed herein. A thorough response to each item in the Request For Proposal (RFP) shall be provided and in the same sequence as set forth in the RFP document. Failure to adequately respond may be cause for rejection of the firm's proposal prior to scoring. If publications are supplied to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the selection committee.
- 5.3.2 **Letter of Introduction:** A cover letter introducing the company, describing the ownership, including the vendor's complete address, phone number, fax number and signed by an authorized agent.
- 5.3.3 **Statement of Project:** State in concise terms, your understanding of the project presented by the request for proposals.
- 5.3.4 **Maintenance Summary:** Include a narrative description of the proposed offer and list of services that will be rendered. i.e. maintain and monitor lubrication tanks
- 5.3.5 **Project Approach:** Describe in narrative form the technical plan for accomplishing the work and the service that will be provided. Include time frames from award of contract to full service operation, the resource requirements you anticipate from Vehicle Maintenance staff and equipment and other capabilities that your firm possesses. Include proposed level of inventory in terms of percent of request filled on demand and by start of business the day following request, accessibility to inventory at remote locations, stock reorder plan, delivery response times, computer system description, implementation plan, transition of current inventory and any other information that impacts your company's ability to provide the service outlined in this Request for Proposals. Also include final disposition of inventory upon completion of the contract.
- 5.3.6 **Organization, Staff Qualifications, and Experiences:**
- 5.3.6.1 **Provide a brief history of your company which includes:**
- Year organized
 - Ownership Structure
 - Affiliated Companies
- 5.3.6.2 **Reporting and Firm Resources:** Contractors shall furnish satisfactory evidence to Oklahoma State University that they have been in continuous existence for one year or more. Contractor shall provide a history of its company and a list of customer references where similar projects have been completed or are currently in progress by your firm.

5.4 Cost of Proposed Parts Operations:

- 5.4.1 The vendor will invoice the University on a monthly basis no later than the first week following the end of the month. The invoice shall contain a complete account of all activity for the month ending, cost of parts sold to the University, and cost of transportation and special handling for special order requests on direct charge and/or non stock items as specified in the resulting contract. The University is not to be charged freight charges on stock parts or parts available in Payne County area, nor will stock part premium prices be paid if the vendor is not adhering to the proposed reorder plan.

OKLAHOMA STATE UNIVERSITY
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5.4.2 Fees:

Define in detail the proposed methodology to be used to determine prices to charge the OSU Transportation Services for parts and repair services. If the proposal references discounts from trade price lists, include a copy of any such list. The proposal will include base figure definition from which discounts are calculated. Be specific on how the charges were calculated (i.e., if labor, administrative overhead, etc. are included in the price determination).

Sublet charges shall not be included in the proposal.



**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 : August 8, 2023

SUBJECT : Discussion, consideration, and possible action of amendment #2 for Professional Services with Freese and Nichols, Inc. in the amount of \$102,645 to provide services to further the Assessment of the Current Sanitary Sewer System – Future Capacity Needs – Phase 1.

In June of 2022, the City released a request for proposals (RFP) to study the sanitary sewer infrastructure on the east side of our City. The contract for the study was awarded to Freese and Nichols Inc. (FNI) at the regular meeting held July 26, 2022.

This study is in response to the continued development in the eastern portions of the City. Much of the sanitary sewer infrastructure was built for development 20-30 years ago and may no longer be adequate. There are a series of lift stations which pump the sanitary sewer over a number of ridgelines, ultimately going to one single lift station before gravity flowing to our treatment plant. The goals of this study were to understand our current capacity and to lay out a plan for future expansion and maintenance of this vital infrastructure.

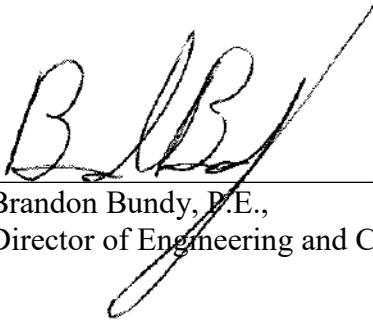
A separate council action has been prepared to present the key findings of the study. Amendment #2 is being requested to include a financial analysis with recommendations. What the study has thus far shown is that there will be a large financial impact to build infrastructure for the fully built conditions. The report does not include any discussion about funding mechanisms or possible funding sources.

This amendment #2 will also allow for FNI to conduct a cursory financial review of the City's entire sewer system.

FNI has vast experience in this realm of financing utility infrastructure and will rely on their experience beyond the Oklahoma City region to summarize, analyze, and provide Council with best practices. According to the amendment, this report is expected to be presented to Council at the first council meeting scheduled in January, 2024.

The original contract for this project was \$296,000. This new amendment is expected to cost \$77,645 for delivering a report and an additional \$25,000 is included for additional meetings if required. The 3 meetings are identified as; 1 kickoff, 1 with staff for results, and 1 to present final documents to Council.

This contract is funded as project #442301 (Fund 188).

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and includes a long, sweeping flourish that extends downwards and to the right.

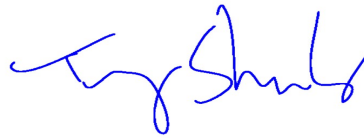
Brandon Bundy, P.E.,
Director of Engineering and Construction Services

**SECOND AMENDMENT
TO LETTER AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN FREESE AND NICHOLS, INC.
AND
CITY OF MIDWEST CITY**

Pursuant to Paragraph 2.A. and Paragraph 3.A. of the Professional Services Agreement dated July 26, 2022, the following amendment is hereby agreed to between the parties:

The following Attachments A – Scope of Services and B – Schedule of Fees are in addition to the current Attachments A and B of the Professional Services Agreement dated July 26, 2022:

Freese and Nichols, Inc.:



08/15/2023

Date: _____

For City of Midwest City:

Matt Dukes, II
Mayor

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

PROJECT UNDERSTANDING

This section provides a description of the scope of work anticipated to meet the project objectives in accordance with Freese and Nichols' ("FNI") understanding of the needs and objectives of the City of Midwest City (the "City"). The proposed project approach is intended to provide a review and evaluation of the ability and options of the city, to address their wastewater capital program needs across the city. The City's growing infrastructure needs are driven by both development of the city and aging infrastructure of the system. This analysis is intended to address the city as a whole and focus on the new wastewater infrastructure needed to serve customers coming onto the system, as well as replacing the City's existing wastewater infrastructure, as it ages. This also includes a benchmarking of comparable/appropriate systems and their funding decisions. The understanding of, and approach proposed for, this project is outlined in the following sections.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK H. Comprehensive Review of Capital Program Funding and Implementation Options

H.1 Initial Meetings and Data Collection

This task will involve collecting and reviewing basic data to be provided by the utilities, including reports by others, historical and current financial information, system asset information, GIS data and operating and capital budgets. It's recognized that FNI may already have much of the data needed for analysis. Where possible, data will be collected in electronic format to avoid duplication of effort regarding data entry and to ensure data accuracy. Specific activities may include:

- Data Request
- Project Review
- Review and Evaluation of Basic Data
- Supplemental Data Requests

H.2 Review and Impact of Funding Options

This task will include, as needed, an analysis of the options and opportunities for the City to secure revenues and revenue streams to implement their proposed wastewater capital program needs driven by ongoing renewal and replacement of the existing wastewater system and new infrastructure from development/growth in the City. To complete this task, a renewal and replacement plan will be developed based upon a "desktop analysis" of the system's asset data. This will only include a review of the available information and not an actual walkthrough of the system. This task will be based upon the City's specific needs, geographical and economic situations, as well as the experience of FNI, both locally and nationally. Specific activities will include:

- Review of potential revenue sources

- Based upon the City’s asset information for the wastewater system, including the system components’ original costs and depreciated value, FNI will develop a “desktop analysis” renewal and replacement (“R&R”) schedule of the wastewater system’s infrastructure. This will be “high level’ and will not include an actual site/system walk-through.
- Depending on data availability from the City, FNI will tie GIS data of the wastewater system assets to the developed R&R schedule to provide a visual mapping of the projected R&R needs.
- High level evaluation of various alternatives and the financial impact of each alternative on the system and its customers
- Recommendations of prioritization of alternatives, based on agreed upon criteria between the team and staff, such as revenue stream identified, ease and length of evaluation and implementation, short term vs long term revenue, etc

H.3 Benchmarking of Comparative Cities/Utilities

This task will consist of benchmarking the various avenues taken for securing revenue streams of six (6) cities/utilities that are size/management comparable to the City. The benchmarked cities/utilities will be agreed upon by the team and staff. This will provide the City with a peer review of other utilities’ management/financial decisions to address infrastructure aging/growth concerns.

H.4 Meetings and Presentations Prep

This task will include all preparation for the meetings in task H.5. This includes the development of all PowerPoint presentations and the development of summary materials to present to staff and City Council.

H.5 Meetings and Presentations

- Meeting #1 – Kickoff Meeting with Staff (**In Person/Virtual**)
- Meeting #2 – Staff Workshop (**In Person**)
 - Provide findings and initial recommendations to City staff for review
 - Determine recommendations to present to Council
 - Determine plan for presenting to Council
- Meeting #3 – Council Presentation (**In Person**)
 - Present findings and recommendations
 - Provide preliminary plan for moving forward
 - Obtain Council direction for next steps

H.6 Technical Memorandum

FNI will deliver a technical memorandum that outlines the approach for the study, findings of the study and the recommendations to the City for next steps. FNI will provide the City with one (1) electronic file of the draft memorandum. Upon receipt of the City’s final comments, FNI will finalize the memorandum and deliver an electronic file to the City.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: Upon request by the City, FNI will provide up to an additional 100 hours of service to address any special requests by the City. These hours are not to exceed Twenty-Five Thousand Dollars (\$25,000) for Special Services.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, may include, but are not limited to, the following:

- Additional Meetings
- Inspection of existing wastewater system infrastructure
- Detailed Evaluation of Alternatives
- Assistance in Implementation of Alternatives
- Services not otherwise specified in Basic or Special Services

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Draft Recommendations Memorandum – Within 90 days from NTP
- Final Recommendations Memorandum – Within 14 days from receipt of comments on Draft Memorandum

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to production and completion of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- H. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – Brandon Bundy, PE
100 N Midwest Blvd
405.739.1213
BBundy@MidwestCityOK.org

FNI's Designated Representative – Richard Campbell
101 S. Locust Street, Suite 202
Denton, TX 76201
940.220.4356
Richard.Campbell@freese.com

FNI's Accounting Representative – Erin Westbrook
801 Cherry Street, Suite 2800
Ft. Worth, TX 76102
Erin.Westbrook@freese.com

PROFESSIONAL SERVICES AGREEMENT
between
Freese and Nichols, Inc.
And
THE CITY OF MIDWEST CITY

ATTACHMENT “B”

The scope of work for Tasks H.1 – H.6 will be completed for a **LUMP SUM** fee of **\$77,645, INCLUSIVE OF EXPENSES** and Special Services will be completed for a **NOT TO EXCEED** fee of **\$25,000, INCLUSIVE of EXPENSES**, for a total fee of \$102,645. Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

Fee Breakdown by Task

Task	Description	Total Fee
Contract Adjustments		
A-G	ORIGINAL CONTRACT AMOUNT	\$296,000
Basic Services		
H.1	INITIAL MEETING AND DATA COLLECTION	\$ 3,274
H.2	REVIEW AND IMPACT OF FUNDING OPTIONS	\$ 47,571
H.3	BENCHMARKING OF COMPARITIVE UTILITIES	\$ 7,968
H.4	MEETING PREPARATION	\$ 8,245
H.5	MEETINGS AND PRESENTATIONS	\$ 3,525
H.6	TECHNICAL MEMORANDUM	\$ 7,062
Sub-total: Basic Services (LUMP SUM)		\$ 77,645
Special Services		
I	SPECIAL SERVICES (NOT TO EXCEED 100 HOURS)	\$ 25,000
Sub-total: Special Services (NOT TO EXCEED)		\$ 25,000
Grand Total of New Proposed Scope of Work		\$102,645
NEW CONTRACT TOTAL		\$398,645



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: August 22, 2023

RE: Discussion, consideration, and possible action of a resolution to declare a moratorium for new construction and new development that will connect to the Midwest City Wastewater Collection System that serves a portion of the East side of Midwest City. (D. Maisch – City Attorney).

The proposed resolution would declare the conditions in which a moratorium is established for portions of the Wastewater Collection System that serves the East side of Midwest City. The moratorium is based on a study by Freese and Nichols, Inc. that was previously presented to the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

RESOLUTION 2023-_____

A RESOLUTION TO ESTABLISH A MORATORIUM FOR NEW CONSTRUCTION AND NEW DEVELOPMENT THAT WILL CONNECT TO THE MIDWEST CITY WASTEWATER COLLECTION SYSTEM THAT SERVES A PORTION OF THE EAST SIDE OF MIDWEST CITY.

WHEREAS, in June of 2022, the City of Midwest City (City) issued an Request for Proposal (RFP) to solicit bids to conduct a study of a certain portion of the East side of the Midwest City Wastewater Collection System; and

WHEREAS, the City received proposals and found the proposal from Freese and Nichols, Inc. to be the best proposal; and

WHEREAS, on July 26, 2022, the City entered into a contract with Fresse and Nichols, Inc, to conduct the study; and

WHEREAS, the study was to, among other things, to focus on the capacity of a portion of the City of Midwest City Wastewater Collection System, that serves the Eastside of Midwest City, and is further identified on the attached map, attached hereto as “Exhibit A”; and

WHEREAS, on July 25, 2023, Freese and Nichols, Inc. submitted to the City Council the Study. The City Council voted to accept the Study on July 25, 2023; and

WHEREAS, the Study found certain lift station and certain wastewater collection system lines that are identified in Exhibit “A” at or near capacity; and

WHEREAS, the final report of the Study, signed and sealed by Freese and Nichols, Inc. was submitted to the City on or about August 22, 2023; and

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

Based on the Freese and Nichols, Inc. Study, the City Council hereby declares that as of the 23rd day of August, 2023, there is established a moratorium within the City’s Wastewater Collection System in the area identified in “Exhibit A” as follows:

1. No approval of preliminary plats shall be issued;
2. No approval of minor plats shall be issued;
3. No construction permits for commercial construction shall be issued that either:
 - a. Establish a new connection to the wastewater collection system; or
 - b. Add volume to the wastewater collection system;
4. No construction permits shall be issued to locations that have received preliminary plats if the City has not already received and the City Council taken action on the sewer permit from the Oklahoma Department of Environmental Quality; and
5. No sewer tap shall be approved and installed for any residential site that is not included in either a city approved preliminary plat or minor plat.

The following exceptions are hereby established to the moratorium:

- A. New construction and new development may occur in location identified in “Exhibit A” that does not require connection to the City’s Wastewater Collection System and can meet all the requirements of the Oklahoma Department of Environmental Quality for the construction and installation as allowed in Title 252 of the Oklahoma Administrative Code, Chapter 641, entitled, Individual and Small Public On-Site Sewage Treatment Systems, provided, the deed and plat for any such lot specifies that the lot shall never be split, any attempt to split the lot identified in this document into smaller lots shall be denied by the City of Midwest City for further development.
- B. New construction and new development may occur in location identified in “Exhibit A” that pumps and/or flows the wastewater so that the wastewater does not flow into any of the lift stations identified in the Freese and Nichols, Inc. Report.

This moratorium may be amended or modified by the City Council. The City Council shall review this moratorium every six (6) months, at a minimum until lifted.

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

CITY OF MIDWEST CITY, OKLAHOMA

Matthew D. Dukes, II, Mayor

Attest:


Sara Hancock, City Clerk

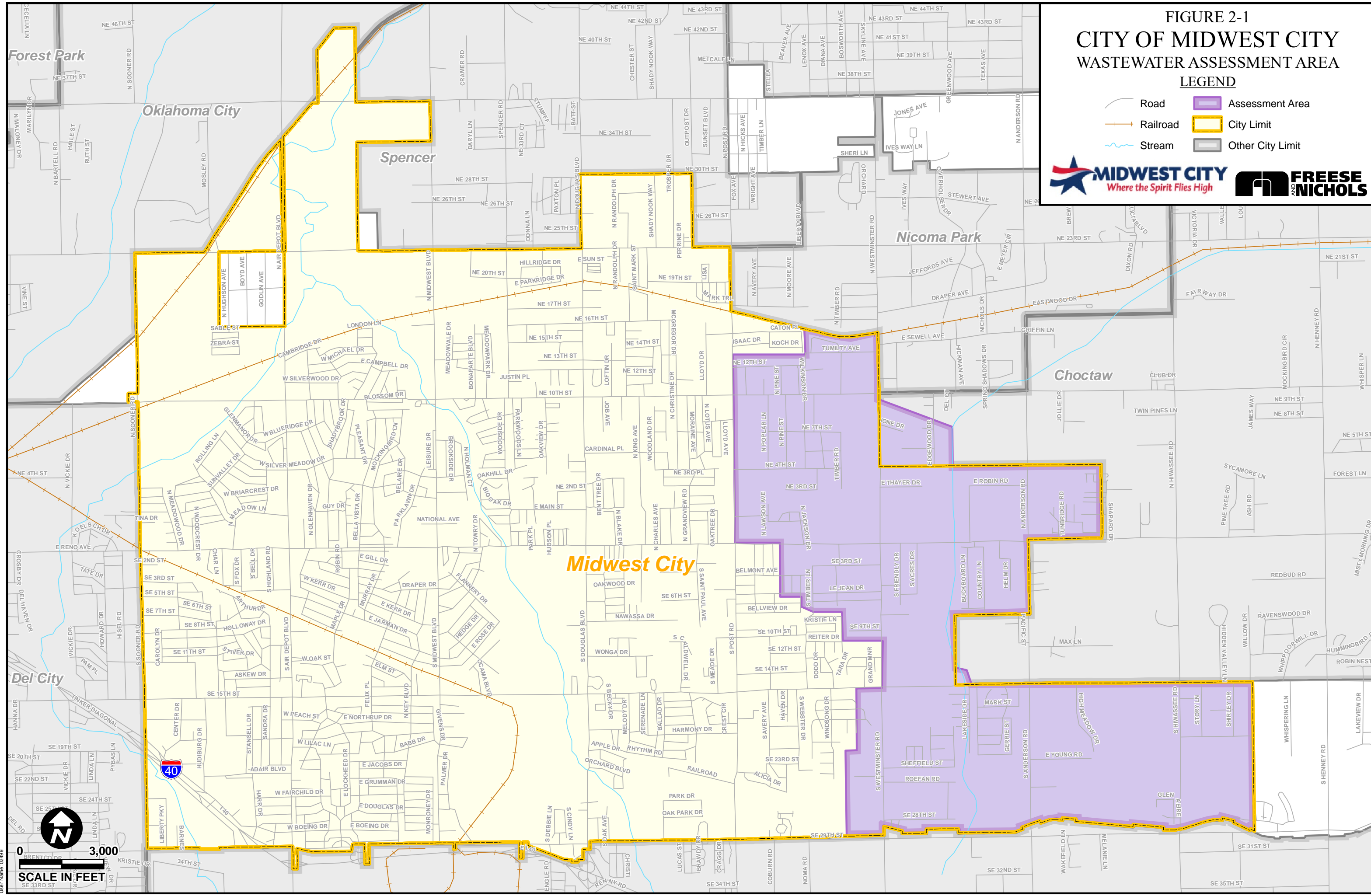
APPROVED as to form and legality this _____ day of _____, 2023.

Donald D. Maisch, City Attorney

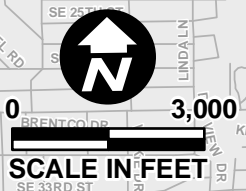
FIGURE 2-1 CITY OF MIDWEST CITY WASTEWATER ASSESSMENT AREA

LEGEND

-  Road
-  Railroad
-  Stream
-  Assessment Area
-  City Limit
-  Other City Limit



Midwest City



Created By Freese and Nichols, Inc.
 Job No.: MDW22622
 Location: HWY 40 PLANNING 01_DELIVERABLES/00_FINAL_REPORT/FIGURE 2-1 Wastewater Assessment Area.mxd
 Updated: Monday, July 17, 2023 5:04:21 PM
 User Name: j2493



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: August 22, 2023
SUBJECT: Review of the City Manager's Report for the month of July 2023.

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

General Government Sales Tax (9) increased and **General Fund (10)** decrease due to the budgeted transfer of \$2,500,000.

Reimbursed Projects (16) decrease because of the payments for the following project:
ODOC CDBG-CV2 <\$338,176>

Cap. Water Imp-Walker (172) decreased due to the payments for:
Various Capital Outlay <\$842,402>

2022 Issue G.O. Bond (272) decreased because of the payments for:
Various Capital Outlay <\$758,489>

MWC Hospital Authority (425) activities for July:
Compounded Principal (9010) - unrealized gain on investment \$2,111,775
- transfer to 9050 <\$1,669,795>
- transfer to 9080 <\$556,598>
Discretionary (9050) - unrealized gain on investment \$944,335
- transfer from 9010 \$1,669,795
H. A. Grants (9080) - transfer from 9010 \$556,598

Tiatia Cromar
Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending July, 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	9,667,514	(33,077)	7,090,557	2,792,682	(248,802)	2,543,880	9,634,437
10	GENERAL	13,346,502	(158,242)	15,529,517	4,000,357	(6,341,614)	(2,341,257)	13,188,260
13	STREET AND ALLEY FUND	1,787,792	-	1,905,998	27,659	(145,865)	(118,206)	1,787,792
14	TECHNOLOGY FUND	746,228	-	724,414	27,007	(5,193)	21,814	746,228
15	STREET LIGHT FEE	1,145,669	-	1,171,042	53,255	(78,628)	(25,373)	1,145,669
16	REIMBURSED PROJECTS	1,634,023	(27,112)	1,838,556	109,474	(341,119)	(231,645)	1,606,911
20	MWC POLICE DEPARTMENT	13,455,032	(4,092)	13,184,653	1,714,604	(1,448,317)	266,287	13,450,940
21	POLICE CAPITALIZATION	1,660,517	-	1,514,448	151,933	(5,863)	146,069	1,660,517
25	JUVENILE FUND	99,453	-	95,468	8,782	(4,796)	3,985	99,453
30	POLICE STATE SEIZURES	109,351	-	109,437	344	(430)	(86)	109,351
31	SPECIAL POLICE PROJECTS	84,639	-	81,429	3,286	(77)	3,209	84,639
34	POLICE LAB FEE FUND	18,739	-	18,545	209	(15)	194	18,739
35	EMPLOYEE ACTIVITY FUND	16,903	-	17,569	189	(855)	(666)	16,903
36	JAIL	181,088	-	181,401	2,362	(2,675)	(313)	181,088
37	POLICE IMPOUND FEE	105,526	-	104,051	2,132	(658)	1,474	105,526
40	MWC FIRE DEPARTMENT	8,942,988	(4)	8,860,897	1,329,907	(1,247,820)	82,087	8,942,984
41	FIRE CAPITALIZATION	2,311,846	-	2,266,633	65,070	(19,856)	45,214	2,311,846
45	MWC WELCOME CENTER	495,566	-	475,662	26,422	(6,519)	19,903	495,566
46	CONV / VISITORS BUREAU	599,314	-	576,761	48,811	(26,258)	22,553	599,314
60	CAPITAL DRAINAGE IMP	452,073	-	444,840	41,067	(33,834)	7,233	452,073
61	STORM WATER QUALITY	1,512,796	-	1,489,045	66,968	(43,217)	23,752	1,512,796
65	STREET TAX FUND	2,399,570	-	2,397,811	56,834	(55,076)	1,758	2,399,570
70	EMERGENCY OPER FUND	1,375,864	-	1,376,402	62,632	(63,169)	(538)	1,375,864
75	PUBLIC WORKS ADMIN	1,071,868	-	1,052,349	113,087	(93,568)	19,519	1,071,868
80	INTERSERVICE FUND	730,811	-	632,994	375,202	(277,385)	97,817	730,811
81	SURPLUS PROPERTY	678,396	(546,477)	127,706	6,883	(2,668)	4,214	131,920
115	ACTIVITY FUND	510,535	(2,550)	478,528	47,472	(18,016)	29,457	507,985
123	PARK & RECREATION	2,536,400	(24,357)	2,585,167	69,218	(142,340)	(73,123)	2,512,044
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	43,436	(43,436)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	172,833	(2,957)	175,016	497	(5,638)	(5,141)	169,876
143	GRANT FUNDS	73,091	(13,091)	60,000	4,856	(4,856)	-	60,000
157	CAPITAL IMPROVEMENTS	3,541,633	-	3,422,471	132,732	(13,569)	119,163	3,541,633
172	CAP. WATER IMP-WALKER	2,723,312	-	3,517,645	48,142	(842,475)	(794,333)	2,723,312

City of Midwest City
Financial Summary by Fund
for Period Ending July, 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	4,705,649	(25,605)	4,603,401	76,762	(119)	76,643	4,680,044
184	SEWER BACKUP FUND	78,518	-	78,271	247	-	247	78,518
186	SEWER CONSTRUCTION	8,224,950	-	8,051,367	173,583	-	173,583	8,224,950
187	UTILITY SERVICES	876,780	(924)	845,050	111,467	(80,661)	30,806	875,856
188	CAP. SEWER IMP.-STROTH	1,845,534	-	1,783,408	69,699	(7,572)	62,126	1,845,534
189	UTILITIES CAPITAL OUTLAY	2,790,012	(112,982)	2,649,282	41,744	(13,997)	27,748	2,677,030
190	MWC SANITATION DEPARTMENT	6,089,205	-	6,090,716	709,680	(711,190)	(1,511)	6,089,205
191	MWC WATER DEPARTMENT	4,795,569	-	4,750,723	690,658	(645,813)	44,846	4,795,569
192	MWC SEWER DEPARTMENT	5,684,062	(1,174)	5,573,077	726,338	(616,528)	109,810	5,682,887
193	MWC UTILITIES AUTHORITY	1,033,662	-	1,030,393	3,269	-	3,269	1,033,662
194	DOWNTOWN REDEVELOPMENT	482,199	(10,645)	470,038	1,516	-	1,516	471,554
195	HOTEL/CONFERENCE CENTER	266,729	(1,055,132)	(772,157)	261,357	(277,604)	(16,246)	(788,403)
196	HOTEL 4% FF&E	731,647	-	721,137	10,510	-	10,510	731,647
197	JOHN CONRAD REGIONAL GOLF	1,061,058	(296,414)	657,214	218,166	(110,735)	107,431	764,645
201	URBAN RENEWAL AUTHORITY	98,902	-	98,591	311	-	311	98,902
202	RISK MANAGEMENT	682,535	(37)	881,634	203,710	(402,846)	(199,136)	682,498
204	WORKERS COMP	4,016,714	-	4,211,806	99,551	(294,643)	(195,092)	4,016,714
220	ANIMALS BEST FRIEND	74,625	(2,000)	73,232	4,165	(4,771)	(606)	72,625
225	HOTEL MOTEL FUND	-	-	-	83,796	(83,796)	-	-
230	CUSTOMER DEPOSITS	1,568,520	(1,568,520)	-	4,948	(4,948)	-	-
235	MUNICIPAL COURT	103,440	(103,440)	-	327	(327)	-	-
240	L & H BENEFITS	2,517,554	(59,580)	2,570,990	842,547	(955,562)	(113,015)	2,457,975
250	CAPITAL IMP REV BOND	3,674,785	(39,514,628)	(36,365,089)	1,438,202	(912,956)	525,247	(35,839,843)
269	2002 G.O. STREET BOND	163,547	-	191,585	514	(28,552)	(28,038)	163,547
270	2018 ELECTION G.O. BOND	8,466,964	(9,612)	8,421,966	36,105	(719)	35,385	8,457,352
271	2018 G.O. BONDS PROPRIETARY	427,168	(121,172)	314,522	1,344	(9,870)	(8,526)	305,996
272	2022 ISSUE G.O. BOND	1,932,859	(172,199)	2,513,068	6,082	(758,489)	(752,407)	1,760,661
310	DISASTER RELIEF	7,504,587	(195,144)	7,293,918	37,714	(22,189)	15,525	7,309,443
340	REVENUE BOND SINKING FUND	-	-	-	620,463	(620,463)	-	-
350	G. O. DEBT SERVICES	3,006,994	(14,576)	2,981,462	20,449	(9,492)	10,957	2,992,419
352	SOONER ROSE TIF	1,208,245	-	1,099,602	108,643	-	108,643	1,208,245
353	ECONOMIC DEV AUTHORITY	59,356,604	(49,864,960)	9,418,940	140,089	(67,385)	72,704	9,491,644
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	111,230,459	(18,095)	111,301,846	2,210,145	(2,299,627)	(89,481)	111,212,365
425-9050	MWC HOSP AUTH-DISCRETIONARY	24,570,365	(7,958)	22,013,675	2,628,019	(79,287)	2,548,732	24,562,407
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,763,444	-	10,858,612	2,517	(97,683)	(95,167)	10,763,445
425-9080	MWC HOSP AUTH GRANTS	650,514	-	93,916	556,598	-	556,598	650,514
	TOTAL	354,878,296	(93,966,752)	258,019,234	23,574,742	(20,682,430)	2,892,312	260,911,546



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: August 22, 2023
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of July 2023, which is the first (1) 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											
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	842,448	842,448	842,448	842,448	842,448	842,448	842,448	842,448	842,448	842,448	842,448
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											
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	955,777	955,777	955,777	955,777	955,777	955,777	955,777	955,777	955,777	955,777	955,777
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	0	0	0	0	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	-113,329	-113,329	-113,329	-113,329	-113,329	-113,329	-113,329	-113,329	-113,329	-113,329	-113,329
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

July 1/FY 2024: \$2,451,913
 July 1/FY 2023: \$2,582,040
 July 1/FY 2022: \$1,562,689
 July 1/FY 2021: \$1,631,799

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



Εγγινεερινγ ανδ
Χονστρυχτιον Σερωιχεσ
100 N Μιδωεστ Βουλεπαρδ
Μιδωεστ Χιτυ, OK 73110
Οφφιχε 405.739.1220

TO: Honorable Mayor and Council
FROM: Patrick Menefee, P.E., City Engineer
DATE: August 22nd, 2023
SUBJECT: Further information concerning policies and procedures adopted by the Traffic and Safety Commission (TS-450) for accepting applications pursuant to Ordinance Sec. 2-100 – Powers and duties (of Traffic and Safety Commission).

Recent requests submitted to the City Engineering Department for the Traffic and Safety Commission have generated debate as to what constitutes a valid application, such as the minimum guidelines and petitioning needed for an application. Staff has re-written the language that's included in the application's instructions, to help clarify what it expects to receive in a submittal prior to it being presented to the Traffic and Safety Commission and then to the City Council. The new application contains additional written explanations concerning the most common types of petitions as well as exhibit maps illustrating these examples.

The Traffic and Safety Commission adopted the attached expanded application at their regular meeting 7/20/2023.

Patrick Menefee, P.E.
City Engineer

TO : **All Traffic and Safety Commission Applicants**

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

DATE : June 6th, 2023

SUBJECT : Traffic Requests

The Midwest City Engineering and Construction Services Department administers traffic and safety related requests with respect to current City Council adopted policies and standard engineering practices as defined in **Section 24-60, Manual and Specifications for Traffic-Control Devices in the City of Midwest City Code.**

The duty of the Traffic and Safety Commission as defined by City Ordinance is to:

1. Coordinate traffic and transportation activities in the City.
2. Receive complaints and conduct hearings having to do with traffic and transportation matters;
3. Recommend to the city council and other city officials ways and means toward improving traffic, transportation and checking conditions;
4. Administer and enforce the traffic regulations of the city;
5. Study and recommend to the city council proper locations for the installation and maintenance of traffic-control devices;
6. Investigate generally traffic conditions;
7. Recommend to the city council proper locations for crosswalks, safety zones and methods to facilitate proper flow of traffic and turning movements;
8. Recommend places for the location of loading zones for public cars, including bus and taxicab stands for the greatest benefit to the public;
9. Recommend parking limits, either no parking or limitations upon the time of parking;
10. Recommend to the city council proper locations for stop signs and recommend intersections where stop signs should be installed or reduced speed locations; and
11. Carry out any further duties which may be imposed upon it by ordinance or by the city council.

The members of the Traffic and Safety Commission comprises of seven citizens appointed by the Mayor to serve the City with no member of the Commission employed by the City. The Midwest City Engineering and Construction Services Department is responsible for compiling and preparing the Commission's agenda.

Attached are the requirements for submitting a request to the Traffic and Safety Commission for consideration. A sample request letter (for informational purposes only), the City's standard petition form, and a petition checklist are attached. The standard petition form may be modified to suit your particular request and will be used for both an installation or removal request.

The requirements are discussed in greater detail below:

Letter of Request:

All applications to the Traffic and Safety Commission are initiated by a request letter. The letter needs to clearly state the type of traffic control change or improvement sought, its location and the applicant's reasons for requesting its consideration. The letter must provide a return address, email, and a telephone number(s), for the City to pursue the request further. All applicants will receive a courtesy call and email response. Applicants will receive a link to the full meeting agenda on the City's website as soon as the Commission's agenda is posted.

Petition:

In addition to the letter of request, applicants seeking the installation and/or removal of "STOP" or other regulatory traffic control signs in residential areas must include a petition with their application. The petition, either on or directly based on the form attached must be completely circulated within 300 feet of the location(s) where traffic control changes are being sought.

Within the required canvass area, the petition must be circulated to and attempts to get signatures by all affected households and/or businesses must be made. Petition signing is not restricted to one (1) signature per residence and/or business, however, only one signature per address will be counted toward meeting the minimum petition requirement. Each party signing the petition must indicate either agreement or disagreement with the item(s) included in the petition. Petitions received that are incomplete or do not show a minimum of a two-thirds (2/3) majority within the required petition canvass area will not be presented to the Commission. In all cases, incomplete petitions will be returned to the original applicant with a list of those addresses that must be petitioned to fulfill this requirement.

All residents on both sides of each intersecting street must be petitioned for intersection related requests. In cases where the requested change is in rural area, a minimum of eight (8) residents or businesses per intersection leg, if obtainable, is required. In some instances, there are no residents within the minimum petition canvass area. In such cases, the City Engineer can waive the requirement so that the request can be presented before the Traffic and Safety Commission.

For a neighborhood parking restriction change, applicants must circulate the petition to all residents on both sides of the street that will be directly affected. For example, a petition to limit parking to one side of the street on a block must be circulated to all residents on **both** sides of the street for that block.

Requests for signalization and other significant traffic control changes affecting arterial streets, such as speed limit alterations, restricted turns at certain locations, installation of various warning signs and flashers, designation of school crossing zones, etc., are handled on a case by case basis.

Petition Form Requirements and Options:

Applicants fulfill the petition requirement through the use of the City's standard petition form. It has been circulated to every resident and/or business within the required canvass area and signed by every available area resident and/or business operator. Applicants may also "petition" all residents and/or businesses within the required canvass area by sending out certified mail letters

describing the traffic control changes being sought along with a stamped envelope bearing the Engineering and Construction Services mailing address. The Engineering and Construction Services Department can assist applicants in determining the minimum required petition canvass area.

Residents and/or businesses receiving the petition by mail may return their response to the City by mail or e-mail. Responses returned via e-mail will need to include a high resolution scanned copy of the petition with the response clearly marked. The addresses for each type of response option are provided below:

Please Return to:

Engineering and Construction Services
100 N. Midwest Boulevard
Midwest City, OK 73110 pmenefee@midwestcityok.org

Submittal Cutoff Dates:

There are no cutoff dates for placing items on the Commission's agenda, however, all petitions and studies must be complete and checked at least three (3) weeks prior to the next scheduled meeting. No item can be placed on the agenda until all studies and other requirements are met. Because some requests require an extensive amount of traffic information and study, there is no guarantee that staff can make any given agenda.

Preliminary Review:

The City Engineer or designee reviews all applications received for the Commission's agenda.

Most applicants to the Commission appear only once and staff works with applicants in developing reasonable and appropriate courses of action to pursue to address their concerns.

Signs that are not red, white, and/or black are deemed non-regulatory and in some cases do not require Traffic and Transportation Commission action in order to be installed. The review of requests for such signs and their installation, as determined to be appropriate, is handled administratively. Some optional warning signs such as "Slow Children At Play" and "Church" are not recommended by the City and therefore will not be furnished by the City. If such a sign is approved, it is the responsibility of the applicant to furnish the sign for the City to install.

Data collection and traffic studies are approved by the City of Midwest City if an application is determined to be complete and in conformance with City policies. Applicants are notified in writing that their request has been received and that it is being prepared for an upcoming Commission meeting.

Applicants submitting requests that are out of conformance with any of the City's policies are notified in writing that their request cannot be submitted for the Commission's consideration with the reason(s) fully explained and alternatives, if any, offered for their consideration in formulating a new request. Examples of requests that cannot be presented to the Commission are midblock STOP signs, speed humps and/or bumps or other non-conforming uses of traffic control devices for the express purpose of speed control, the installation of non-standard signs,

etc.

Applicants that submit incomplete requests are notified in writing with specific instructions regarding how to complete their application.

Traffic Study Data:

Following the preliminary review, the Engineering and Construction Services Department gathers the necessary data (traffic volume and speed data, collision history, etc.) needed to prepare a staff report for the Traffic and Safety Commission's agenda. Only under a few circumstances are applicants required to furnish traffic study data.

Staff report recommendations to the Commission are based on standard engineering practices following requirements set forth in **Section 24-60, Manual and Specifications for Traffic-Control Devices in the City of Midwest City Code.**

Hearings:

The Traffic and Safety Commission typically meets on the third Thursday of the month to hear and consider cases relative to traffic control and traffic safety. These meetings are held in the City Council Chambers, 100 N Midwest Boulevard, at 6:00 p.m. The Office of the City Clerk maintains the official list of the Commission's regularly scheduled meetings.

The applicant or their designated representative is strongly encouraged to appear at the Commission meeting to speak on behalf of their request. It is not uncommon for Commissioners to have questions for the applicant. If an applicant does not or cannot attend the meeting, the Commission may table the item to a later meeting, either with or without the applicant's consent.

The Commission's recommendation is then forwarded to the City Council for final consideration.

Appeal to the City Council:

Right of appeal - Any person aggrieved by any decision of the Traffic and Safety Commission may appeal said decision to the Council as provided for herein.

Method of appeal - The person wishing to appeal a Commission decision shall file written notice of appeal with the Engineering and Construction Services Department within 10 (ten) days from the date on which the Commission made the decision. The written notice shall set forth all grounds for the appeal. Upon receipt of notice of appeal, the Engineering and Construction Services Department shall collect all information constituting the record of the case, together with the written decision, ruling or order of the Commission. The appeal shall be heard by the Council as soon as said matter can be placed upon the Council agenda by the City Clerk in the regular course of Council calendar.

Review by Council - Upon review, the Council may affirm, reverse or modify the decision of the Commission. Any person aggrieved by the ruling of the Council on said appeal shall have such further rights of appeal as provided by law.

Should you have any questions concerning a request or the contents of this packet, please contact the Engineering and Construction Services Department at 739-1220. Please see the attached

checklist that sets the minimum requirements that must be met for an item to be heard:

Petition Checklist:

- Provide a letter of request explaining the reasons for the application.
- Provide an address list noting every resident located at least a minimum of 300 feet along the road from the request.
- Document that there was an attempt to contact every residence in this area and had the opportunity to sign their approval or rejection of the application.
- At least 2/3 of these residences must sign their approval for an application to be heard.
- Provide a letter of support from any Home Owners Association or Neighborhood Association impacted by the application.

January 14th, 2022

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

RE: Traffic and Safety Commission request to have ("STOP" signs, "YIELD" signs, street light, etc.) placed on Sesame Street at its intersection with Jim Henson Blvd.

Dear Commissioners:

We, the residents of (your neighborhood) request placement / removal of "STOP" signs at the referenced intersection in order to (improve safety, etc.)

This intersection has (poor sight distance, high traffic volume, high accident history, insufficient lighting, etc. or other reasons).

(Add personal experiences or other information you believe relevant to the request.) Attached is the required petition form indicating neighborhood agreement with this request. I may be contacted at 555-5555 to discuss my request.

Sincerely,

Mr. and Mrs. Sample
789 Jim Henson Blvd.
Midwest City, OK 73ZIP

TRAFFIC & SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):

PETITION CONTACT PERSON:

Name: _____

Address: _____

Phone: _____

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

Name	Address	For / Against

Guidelines for common requests:

Stop Sign Requests

STOP SIGNS ARE NOT TO BE USED FOR SPEED CONTROL

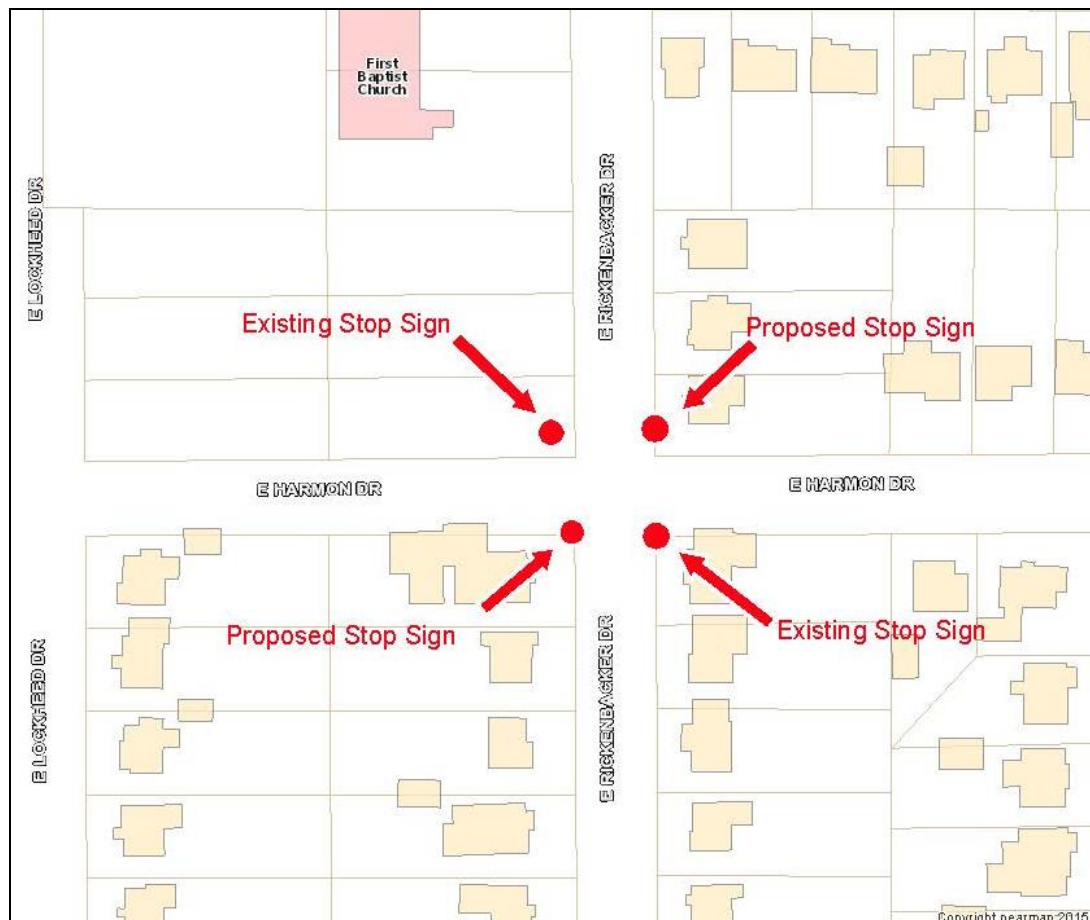
List application, where they are best used

Stop Sign requests must meet **Section 24-60, Manual and Specifications for Traffic-Control Devices in the City of Midwest City Code** such as:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop;
- D. An intersection of two residential neighborhood (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection;
- E. High volumes of traffic;
- F. Recent records of accidents.

If the request meets a condition, an applicant would follow the bullet point instructions and submit the packet to the City for a hearing in front of the Traffic and Safety Commission.

Example Map



Signal Requests

Signal Requests must meet **Section 24-60, Manual and Specifications for Traffic-Control Devices in the City of Midwest City Code** requirement of conducting an engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.

Signal Requests impact much more than a neighborhood and therefore a much more thorough analysis before being presented to the Traffic and Safety Commission.

The engineering study of the need for a traffic control signal shall include an analysis of factors related to the existing operation and safety at the study location and the potential to improve these conditions, and the applicable factors contained in the following traffic signal warrants:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection near a Grade Crossing

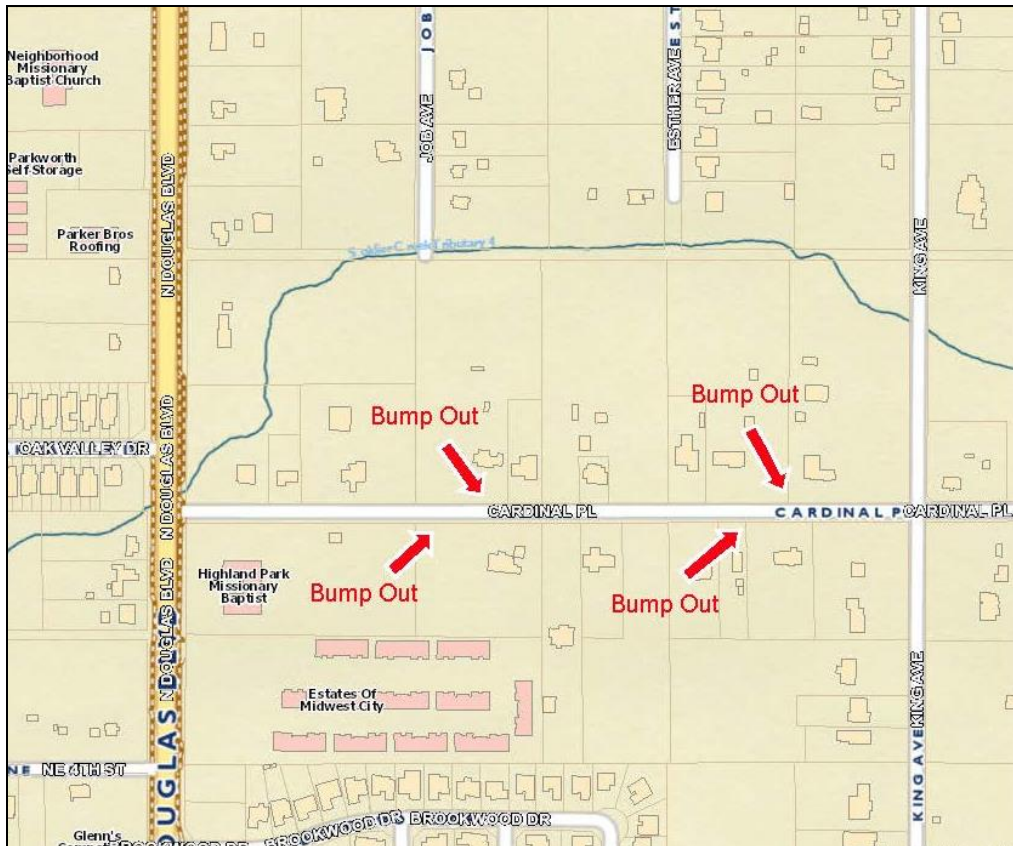
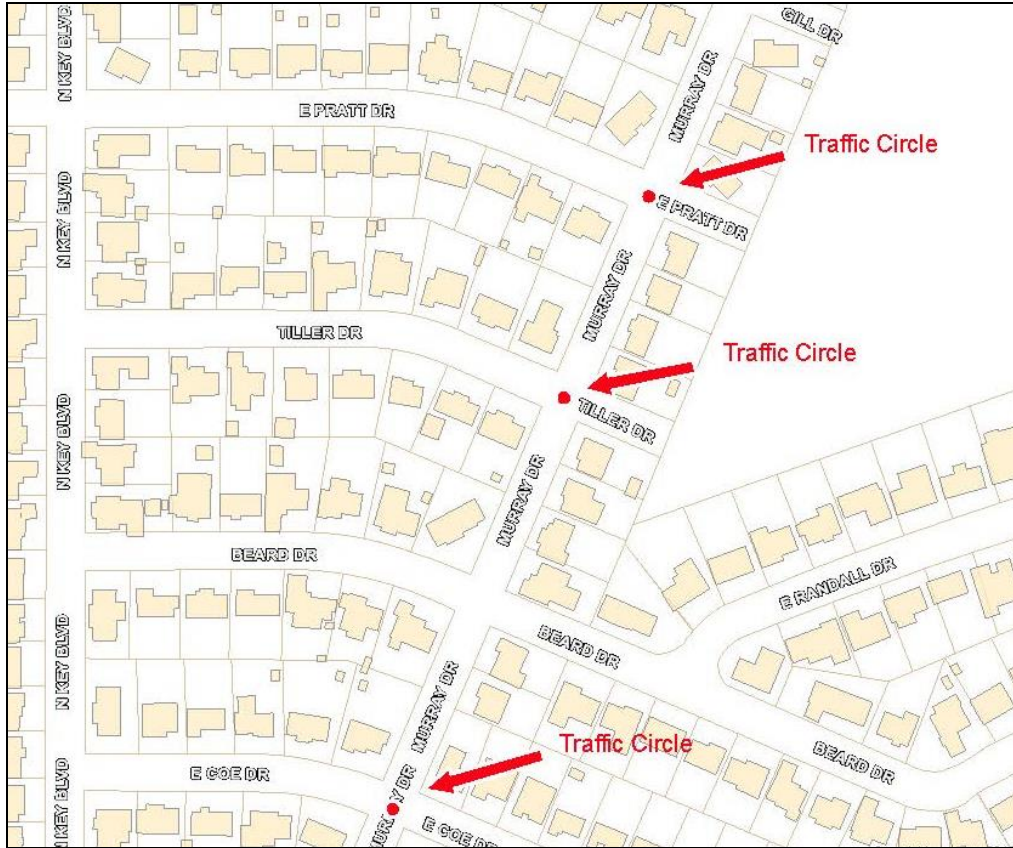
These warrants all have specific conditions explained in **Section 24-60, Manual and Specifications for Traffic-Control Devices**. The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal. The installation still must be approved by the City Council for funding.

Traffic Calming Requests

Traffic calming consists of measures designed to make roads safer and potentially slow speed. For example making them narrower or placing obstacles in them, so that drivers naturally slow down.

Traffic Calming installation such as chamfer bump outs or intersection traffic circles do not have specific conditions that have to be met by the **Section 24-60, Manual and Specifications for Traffic-Control Devices in the City of Midwest City Code**. These requests rely on a thorough explanation laid out clearly in the letter of request. Broad Neighborhood support is also necessary before proceeding to the Traffic and Safety Commission for consideration.

Example Maps

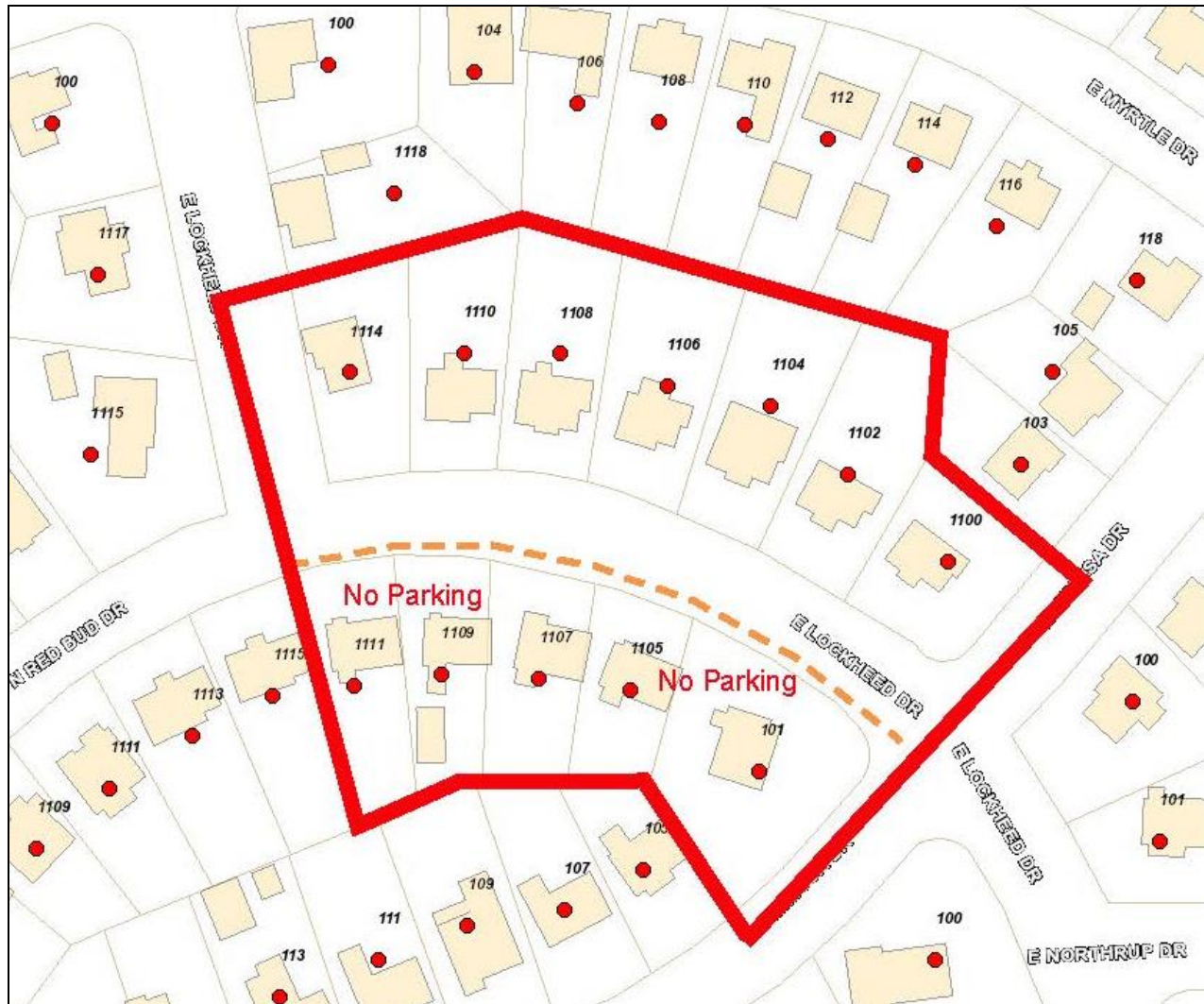


No Parking

No Parking signs can cover a wide range of situations, they do not have specific conditions that have to be met in **Section 24-60, Manual and Specifications for Traffic-Control Devices in the City of Midwest City Code**. These requests mainly focus on situations where parked cars restrict the field of vision of a motorist, such as curved roads in a neighborhood. The sight lines would be kept clear to provide enough distance to see oncoming traffic and pedestrians. A thorough explanation of the situation must be laid out clearly in the letter of request. Neighborhood support is also necessary before proceeding to the Traffic and Safety Commission for consideration.

All No Parking petitions must show the support of the property owners with frontage where the “no parking” restriction is proposed.

Example Map



Speed Limit

Section 24-60 in the City of Midwest City Code explains the establishment of speed limits and the process to petition the change of a speed limit on a particular road.

Speed Limits are set in Table 1 in Section 37-68 in the City's Municipal Code.

As per City practice, one 25 MPH sign is placed at the entrance into a neighborhood. No additional speed limit signs will be installed.

Any road that does not have a speed limit posted is a 25 MPH road.

A petition to change a speed limit must be preceded by a speed study:

Speed Study

A speed study is an analysis of the speeds at which vehicles are traveling on a particular section of road. This type of study is typically conducted by transportation agencies in order to identify areas where speeding is a problem and to develop strategies for addressing the issue.

Speed studies are conducted over a period time to evaluate driving habits at different times during a day and during a week.

Speed studies can be used to assess the effectiveness of speed limit enforcement and engineering solutions (such as traffic calming or signalization).

A study must be completed prior to hearing a request to change a speed limit.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

July 5, 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 July 5, 2023 at 6:00 p.m., with the following members present:

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

Commissioner absent:

Staff present: 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 Dawkins seconded by Jim Smith to approve the minutes of the May 2nd, 2023 Planning Commission meeting as presented. Voting aye: R. Smith, Huskey, Dawkins, Collins, J. Smith and Hinton, Nay: none, Deferred: Rice. Motion carried.

C. ANNOUNCEMENTS

Introduction of newly appointed Planning Commissioner, Mr. Rick Rice and announcing the reappointment of Rick Dawkins, Dean Hinton, and Jim Smith.

D. NEW MATTERS

1. (PC-2149) Public hearing, discussion, consideration, and possible action of approval of the Replat of all of Lots 3 & 4 in Block 1 of Friendly Acres Addition, being more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Five (5), Township Eleven (11) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma County, Oklahoma.

There was general discussion amongst the Commission.

The applicant, Bryan Funderburgh of Sycamore Custom Homes, was present and addressed the council. The issue with the Mailboxes was brought up – however that would have to be dealt with by the Post Office.

A motion was made by Rick Rice, seconded by Jess Husky to recommend Approval of this item.
Voting aye: R. Smith, Huskey, Dawkins, Collins, J. Smith, Hinton, and R. Rice.
Nay: none. Motion carried.

2. (PC-2142) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Single-Family Detached Residential District (“R-6”) with a Special Use Permit (“SUP”) to allow the use of a Group Care Facility as defined in Section 4.3.14 of the Ordinances of the City of Midwest City Appendix A for the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 106 W. Michael Drive, Midwest City, Oklahoma 73110.

There was general discussion amongst the commission.

Chairman Russell Smith – asked a question regarding the facility if it was going to be a day/night, providing food, etc. also the lot next door for parking.

The applicant, Athena Parker of 106 W. Michael Dr. was present and addressed the Planning Commission. She provided information about the property and how many residences would reside at the home up to 6 at a time. Also the vacant lot next door would be able to handle the parking for extra visitors. This is only for seniors and permanent housing. Noted this is the first in about 10 steps to have done regarding inspections and such prior to getting a License by the state.

The following people addressed the Commission:

Paul Smith – 315 Ridgewood Dr. – concerned about the zoning of the property and the surrounding homes.
Christine Allen resident on Windsor Way - concerned about the parking, children playing all the time in the neighborhood, Group home – is it going to create several more in the neighborhood?

A motion was made by Rick Rice, seconded by Jess Husky to recommend Denial of this item.
Voting aye: R. Smith, Huskey, Dawkins, Collins, J. Smith, and R. Rice.
Nay: D. Hinton
Motion carried.

3. (PC-2143) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Community Commercial District (“C-3”) to Community Commercial District (“C-3”) with a Special Use Permit (“SUP”) to allow the use of a Drinking Establishment: Sit-Down, Alcoholic Beverages Permitted; and consideration of a resolution to amend the Comprehensive Plan from Office Retail (“OR”) to Commercial (“COM”) for the property described as a part of the Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 7901 NE 10th Street Suite A209, Midwest City, Oklahoma 73110.

There was general discussion amongst the Commission.

Regarding the ADA - out of compliance, they discussed the code for Firewall compliance. It was mentioned if the special use permit was issued it will only be for that suite, not the entire complex. It was noted there is no elevator and the property owner, not the applicant would have to bring the building into compliance.

The applicant, Sheryl Jackson of 1417 NE 26th St. was present and addressed the Commission. Sheryl explained what she is planning on doing with the retail suite as mentioned – customers would be tasting only and purchasing the bottle of wine, not drinking on site.

The following people addressed the Commission:

A motion was made by Rick Rice seconded by JayDee Collins to recommend denial of this item.

Voting Aye to Deny – R. Smith, J. Husky, Dawkins, Collins, J. Smith, and R. Rice

Nay: Hinton.

Motion: Deny the Special Use Permit

4. (PC-2144) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Manufactured Home Park District (“R-MH-2”); and consideration of a resolution to amend the Comprehensive Plan from Single-Family Detached Residential (“SFD”) to Manufactured Home (“MH”) for the property described as a part of the Northwest Quarter (NW ¼) of Section Twenty-Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 2117 Randolph Ave., Midwest City, Oklahoma 73110.

There was general discussion amongst the Commission.

They are concerned about the sanitation usage /connection, Randolph Ave is not equipped for larger vehicles they were suggesting the lot off of Douglas.

Dump stations at RV’s are not allowed in MWC.

The applicant, David Box of Williams Box Forshee & Bullard, was present and addressed the council. They would like to table this for next month to get the correct answers for the Planning Commission Committee.

The following people addressed the Commission:

A motion was made by Jess Huskey, seconded by Jim Smith to recommend tabling this item.

Voting aye R. Smith, J. Husky, Dawkins, Collins, J. Smith, Hinton, and R. Rice.

Nay: None.

Motion: Table this item until the PC meeting in August. 1st 2023.

5. (PC-2145) Public hearing, discussion, consideration, and possible action to redistrict from Planned

Unit Development (“PUD”) governed by Medium Density Residential District (“R-MD”); and consideration of a resolution to amend the Comprehensive Plan from Office/Retail (“OR”) to Commercial (“COM”) for the property described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING.

There was general discussion amongst the Commission.

There were discussion on the traffic on Reno and Glenhaven what the impact would be and which way you are entering the Car wash - entering off of Reno.

The applicant, David Box of Williams Box Forshee & Bullard, was present and addressed the council. Todd Butler of TEC Consultants – explained the traffic study to the residents.

The following people addressed the Commission:

Sherry Wyle – 2824 Mockingbird Ln – questioning the lot that was being rezoned.

Mark Thompson – 212 Club Terrace - Not a good use of a car washes- uses lots of water, and concerned with the traffic issue it will cause.

Paul Smith – 315 Ridgewood St. – Traffic on Glenhaven into the neighborhood

Russell – 3712 Shady Brook – Concerned with the traffic at the light – Reno and Glenhaven – especially with (Mark’s Pharmacy) at the corner. There are already issues with exiting that area.

John Brewer – 315 Glenhaven – Not really opposed to it – just to the place of it. – the operator of the car wash – not here, traffic count is high and who is in charge of the oversight of the construction?

Roy Thorton – resident on Glenhaven – Discussed time to analyze this issue, Ridgecrest has large homes and is close to the hospital. Car wash is not going to help the area.

A motion was made by Jess Huskey, seconded by Jim Smith to recommend approval of this item.

Voting aye _ R. Smith, J. Husky, Dawkins, Collins, J. Smith, Hinton, and R. Rice.

Nay: _None. Motion _Carried

6. (PC-2146) Public hearing, discussion, consideration, and possible action to approve the Preliminary Plat of Glenhaven for the property described as a tract of land lying in the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said Section 34; Thence N 89°51’43” E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36’11” W and parallel with the West line of said SW/4 a distance of 249.09 feet to the Point of Beginning; Thence continuing N 00°36’11” W and parallel to the West line of said SW/4 a distance of 140.70 feet; Thence 89°23’49” E a distance 147.92 feet; Thence S 45°36’11” E a distance of 35.36 feet; Thence S 00°36’11” E and a distance of 115.70 feet; Thence S 89°23’49” W a distance of 172.92 feet to the POINT OF BEGINNING

There was general discussion amongst the Commission.

The applicant, David Box of Williams Box Forshee & Bullard, was present and addressed the council.

The following people addressed the Commission:

A motion was made by Dean Hinton, seconded by Jess Huskey to recommend Approval of this item.
Voting aye R. Smith, J. Husky, Dawkins, Collins, J. Smith, Hinton, and R. Rice.
Nay: None. Motion: Carried.

7. (PC-2147) Public hearing, discussion, consideration, and possible action to approve the Preliminary Plat of Urban Edge for the property described as the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, also addressed as 8610 - 8620 - 8700 E. Main St., Midwest City, OK 73130.

There was general discussion amongst the Commission.

The applicant, Jon Doyle of Cedar Creek Consultants, 11912 N Pennsylvania Ave, was present and addressed the council.

The following people addressed the Commission:

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

8. (PC-2148) Public hearing, discussion, consideration, and possible action to approve the Final Plat of the 29th & Douglas Apartments described as a tract of land being a part of Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, also known as 9309 SE 29TH Street, Midwest City, OK 73130.

There was general discussion amongst the Commission.

The applicant, Mark Zitzow of Johnson and Assoc., 11 E Sheridan, was present and addressed the council.
Time line for DEQ approval– any day now – must be approved prior to City Council meeting.

The following people addressed the Commission:

Lucy Ingram – 2922 Oak Ave – concerned if there will be a fence behind her property.
John Easton – 2924 Oak Ave – Traffic concerned on 29th St. with the amount of apartments.

A motion was made by Rick Rice, seconded by Jay Dee Collins to recommend Approval of this item.
Voting aye R. Smith, J. Husky, Dawkins, Collins, J. Smith, Hinton, and R. Rice.
Nay: None. Motion: Carried.

9. (PC-2150) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Community Commercial District (“C-3”) to Medium Density Residential (“R-MD”); and

consideration of a resolution to amend the Comprehensive Plan from Single-Family Detached Residential ("SFD") to Medium Density Residential ("MDR") for the property described as a part of the Southwest Quarter (SW ¼) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, also known as 227 W. Fairchild Dr., Midwest City, Oklahoma 73110

There was general discussion amongst the Commission.
Noted access is off of Fairchild Drive.

The applicant, Al Sahli of Air Depot Properties, was present and addressed the council.

The following people addressed the Commission:

Rick Rice stepped down on this item.

A motion was made by Jess Huskey, seconded by Dean Hinton to recommend approval of this item.
Voting aye R. Smith, J. Husky, Dawkins, Collins, J. Smith, and Hinton.
Nay: None. Motion: Carried.

E. COMMISSION DISCUSSION:

F. PUBLIC DISCUSSION:

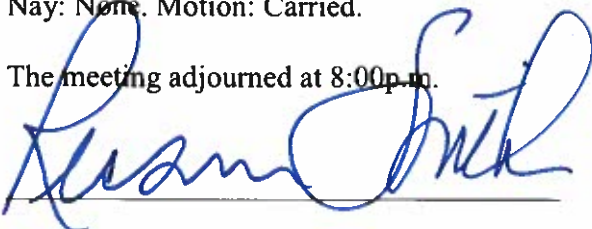
It was brought up the possibility to change the time of this meeting to an earlier start time.

G. FURTHER INFORMATION:

H. ADJOURNMENT:

A motion to adjourn was made by Rick Rice, Seconded by Jess Huskey.
Voting aye: R. Smith, J. Husky, Dawkins, Collins, J. Smith, Hinton, R. Rice.
Nay: None. Motion: Carried.

The meeting adjourned at 8:00p.m.



Chairman Russel 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 : August 22, 2023

SUBJECT : Monthly Residential and Commercial Building report for July 2023

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



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 7/1/2023 to 7/31/2023

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Com Fence Permit	\$1,000.00
9	Com General Electrical Permit	\$0.00
6	Com General Mechanical Permit	\$0.00
11	Com General Plumbing Permit	\$0.00
1	Com New Const Bldg Permit	\$1,400,000.00
1	Com New Const Electrical Permit	\$0.00
1	Com New Const Mechanical Permit	\$0.00
1	Com New Const Plumbing Permit	\$0.00
13	Com Remodel Bldg Permit	\$3,920,479.00
2	Com Sign Permit	\$15,000.00
Total Value of Building - Commercial & Industrial:		5,336,479.00

Building - Public & Semi-Public

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Hospital Remodel Bldg Permit	
Total Value of Building - Public & Semi-Public:		

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
5	Res Accessory Bldg Permit	\$88,668.00
1	Res Carport Permit	\$600.00
9	Res Driveway Permit	
7	Res Fence Permit	\$38,909.00
56	Res General Electrical Permit	\$0.00
31	Res General Mechanical Permit	\$0.00
35	Res General Plumbing Permit	\$0.00
2	Res Multi-Fam New Const Bldg Permit	\$2,800,000.00
10	Res New Const Electrical Permit	\$0.00
2	Res New Const Mechanical Permit	\$0.00
14	Res New Const Plumbing Permit	\$0.00
44	Res Roofing Permit	\$575,760.00
1	Res Single-Fam Addition Bldg Permit	\$40,000.00
19	Res Single-Fam New Const Bldg Permit	\$4,594,900.00
25	Res Single-Fam Remodel Building Permit	\$912,775.67
6	Res Storm Shelter Permit	\$34,965.00
1	Res Swimming Pool / Hot Tub Permit	\$7,999.00
Total Value of Building - Residential:		9,094,576.67

Grand Total: \$14,431,055.67



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 7/1/2023 to 7/31/2023

Building - Commercial & Industrial

Com Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/13/23	9523 NE 10TH ST, MIDWEST CITY, OK, 0	Tyler Berry	B-23-1709	\$1,000.00

\$1,000.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/17/23	5925 SE 15TH ST, MIDWEST CITY, OK, 0	Sherry Irick in c/o architect Angie Odom	B-23-1302	\$1,400,000.00

\$1,400,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/6/23	1265 N AIR DEPOT BLVD, E & F OK, 73110	Ryan Strahorn	B-23-1341	\$5,000.00
7/10/23	7401 SE 29TH ST, 73110	Melanie Lewis	B-22-2946	\$250,000.00
7/12/23	1701 S AIR DEPOT BLVD, 2 MIDWEST CITY, OK, 0	isaac schlosser	B-23-0369	\$90,000.00
7/12/23	2825 PARKLAWN DR, 73110	Hilary Peters	B-22-1155	\$188,100.00
7/18/23	2830 GLOBAL PKWY, 73110	Mike Salazar	B-23-1036	\$120,000.00
7/18/23	9904 NE 23RD ST, MWC, OK, 73141	Winnie Johnson	B-23-0037	\$10,000.00
7/19/23	7101 SE 29TH ST, MWC, OK, 73110	Ben Burk	B-23-1548	\$10,000.00
7/19/23	1909 S DOUGLAS BLVD, 73130	ken fitzsimmons	B-23-1461	\$250,000.00
7/20/23	100 N MIDWEST BLVD, 73110	Brian Thomas, AIA, RID, LEED AP	B-22-0184	\$774,879.00
7/25/23	2801 PARKLAWN DR, #201 MWC, OK, 73110	Rick Matheny	B-23-1368	\$2,000.00
7/25/23	2150 S DOUGLAS BLVD, A 73130	Mike Davidson & Company	B-23-1612	\$20,000.00
7/27/23	1017 S AIR DEPOT BLVD, C OK, 73110	Leslie Callen	B-23-1582	\$500.00
7/31/23	7331 SE 29TH ST, MWC, OK, 73110	Chandler Blatnik	B-23-1556	\$2,200,000.00

\$3,920,479.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/25/23	7199 SE 29TH ST, 113, 73110	Kelly Roberts / Acura Neon, Inc.	B-23-1902	\$7,500.00
7/25/23	7199 SE 29TH ST, 113, 73110	Kelly Roberts / Acura Neon, Inc.	B-23-1901	\$7,500.00

\$15,000.00

Building - Public & Semi-Public

Hospital Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/10/23	2825 PARKLAWN DR, 73110	JOHN HILL	B-23-1210	

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/12/23	624 BRIGHTSIDE DR, MWC, OK, 73110	Sherri Bryan	B-23-1805	\$5,168.00
7/13/23	10216 BELLMONT AVE, MWC, OK, 73130	Vance Wright	B-23-1797	\$73,000.00
7/17/23	225 BRACK PL, 73130	Derek Allen	B-23-1830	\$3,500.00
7/19/23	2404 CATTAIL CT, MIDWEST CITY, OK, 73130	Sharon Montano	B-23-1858	\$3,100.00
7/25/23	10524 QUAIL RUN, 73130	DONALD HARRIS	B-23-1820	\$3,900.00
				\$88,668.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/20/23	312 RUSSELL DR, 73110	Kevin Snow	B-23-1918	\$600.00
				\$600.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/11/23	1109 SUNVALLEY DR, 73110	ROWAN, THOMAS E	B-23-1844	
7/18/23	1717 RAIN TREE LN, 73020	C & M CONCRETE	B-23-1905	
7/24/23	1300 GRAND MANOR, 73130	MARTINEZ MACIAS SERVICES LLC	B-23-1950	
7/25/23	11200 SE 28TH ST, 73130	CHRISTIAN'S CONSTRUCTION LLC	B-23-1960	
7/26/23	9601 RHYTHM RD, 73130	MARTINEZ, ALICIA	B-23-1973	
7/26/23	10496 CATTAIL TER, 73130	MARRUFO CONCRETE	B-23-1984	
7/26/23	10500 CATTAIL TER, 73130	MARRUFO CONCRETE	B-23-1985	
7/26/23	10504 CATTAIL TER, 73130	MARRUFO CONCRETE	B-23-1986	
7/26/23	10509 CATTAIL TER, 73130	MARRUFO CONCRETE	B-23-1987	

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/5/23	3601 SUNVALLEY DR, MWC, OK, 73110	Gary Helberg	B-23-1523	\$1,500.00
7/6/23	100 MAGNOLIA RIDGE, 73130	LARRY OGEE	B-23-1727	\$3,729.00
7/10/23	10335 LE JEAN, MWC, OK, 73130	Dale Sledge	B-23-1701	\$13,000.00
7/12/23	12706 FOREST TERR, 73020	Brady Thomas Iron Tough	B-23-1804	\$8,000.00
7/12/23	123 KING AVE, 73130	Iron Tough Vinyl	B-23-1821	\$6,800.00
7/19/23	506 TRAUB PL, 73110	David Moody	B-23-1881	\$5,280.00
7/25/23	10113 FOREST LN, MWC, OK, 73130	RAulene Leedy	B-23-1944	\$600.00
				\$38,909.00

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/20/23	1612 DORCHESTER RD, 73130	GLENN, CHARLES A	B-23-1931	

Res Multi-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/27/23	1677 MIDTOWN PL, 73130	JLOU PROPERTIES LLC	B-21-2403	\$1,400,000.00
7/31/23	1683 MIDTOWN PL, 73130	JLOU PROPERTIES LLC	B-21-2402	\$1,400,000.00
				\$2,800,000.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/5/23	10325 CATON PL, 73130	J & M ROOFING	B-23-1792	\$10,000.00
7/7/23	613 N MEADOW LN, 73110	SOONER COSTRUCTION BY RICK JAMES	B-23-1808	
7/11/23	219 KENDRA DR, 73110	Q CARPENTRY & CONSTRUCTION LLC	B-23-1832	\$3,500.00
7/11/23	217 KENDRA DR, 73110	Q CARPENTRY & CONSTRUCTION LLC	B-23-1831	\$3,500.00
7/12/23	9016 N TIMBERVIEW DR, 73130	HAMMONDS, VICKI & JERRY	B-23-1845	
7/12/23	11414 VILLAGE AVE, 73130	YATES ROOFING	B-23-1849	\$30,000.00
7/12/23	10529 PEACOCK CIR, 73130	PARKER BROTHERS ROOFING	B-23-1853	\$19,000.00
7/12/23	10817 BELLVIEW DR, 73130	PARKER BROTHERS ROOFING	B-23-1854	\$26,000.00
7/12/23	2044 RIDGEVIEW RD, 73130	PARKER BROTHERS ROOFING	B-23-1855	\$25,000.00
7/13/23	101 VILLAGE OAKS DR, 73130	SYCAMORE ROOFING LLC	B-23-1733	\$8,000.00
7/13/23	127 KING AVE, 73130	SYCAMORE ROOFING LLC	B-23-1860	\$10,000.00
7/13/23	129 KING AVE, 73130	SYCAMORE ROOFING LLC	B-23-1861	\$10,000.00
7/13/23	10128 NE 4TH ST, 73130	SYCAMORE ROOFING LLC	B-23-1862	\$12,000.00
7/17/23	7408 SE 15TH ST, 73110	TAILORED ROOFING & REMODELING INC	B-23-1889	
7/18/23	3625 GARDEN VIEW DR, 73110	777 ROOFING & CONSTRUCTION LLC	B-23-1898	
7/18/23	3716 OAK GROVE, 73110	PREMIER ROOFING COMPANY	B-23-1904	\$12,000.00
7/19/23	10302 BELLVIEW DR, 73130	OKLAHOMA ROOFING & CONSTR LLC	B-23-1915	\$10,000.00
7/19/23	9621 MONTCLAIRE DR, 73130	OKLAHOMA ROOFING & CONSTR LLC	B-23-1916	\$10,000.00
7/19/23	10203 NE 12TH ST, 73130	OKLAHOMA ROOFING & CONSTR LLC	B-23-1917	\$10,000.00
7/19/23	10118 LEXI CT, 73130	WHITLOCK ROOFING & CONSTRUCTION	B-23-1922	
7/20/23	556 BLUE SKY DR, 73130	BERLE ROOFING AND CONSTRUCTION	B-23-1926	\$19,000.00
7/20/23	9410 PEACHTREE LN, 73130	LANES ROOFING & CONSTRUCTION	B-23-1929	\$10,000.00
7/20/23	820 N CEDAR DR, 73130	STATEWIDE ROOFING INC	B-23-1930	\$25,000.00
7/21/23	928 HOLLY DR, 73110	OKLAHOMA ROOFING & CONSTR LLC	B-23-1935	\$10,000.00
7/21/23	203 E NORTHRUP DR, 73110	OKLAHOMA ROOFING & CONSTR LLC	B-23-1936	\$8,000.00
7/21/23	9025 N TIMBERVIEW DR, 73130	CERTIFIED ROOFING&CONST	B-23-1939	\$20,000.00
7/24/23	9525 MONTCLAIRE DR, 73130	PARKER BROTHERS ROOFING	B-23-1940	\$16,800.00
7/24/23	405 HELM DR, 73130	PARKER BROTHERS ROOFING	B-23-1941	\$22,000.00
7/24/23	1272 THREE OAKS CIR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-1947	\$37,000.00
7/24/23	608 CHRISTINE DR, 73130	PARKER BROTHERS ROOFING	B-23-1819	\$11,400.00
7/24/23	144 W SILVER MEADOW DR, 73110	MHM CONSTRUCTION INC	B-23-1956	\$13,000.00
7/25/23	10705 NE 10TH ST, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-1968	\$6,556.00
7/25/23	1104 W HAVENWOOD DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-1969	\$10,004.00

7/26/23	9117 SPRING CREEK DR, 73130	OKLAHOMA ROOFING & CONSTR LLC	B-23-1980	
7/26/23	12355 JAYCIE CIR, 73130	OKLAHOMA ROOFING & CONSTR LLC	B-23-1981	
7/27/23	9014 N TIMBERVIEW DR, 73130	DICKSON, GREGORY	B-23-2009	
7/27/23	10831 GARRETT COLE DR, 73130	TRADEMARK EXTERIOR'S RESTORATION LLC	B-23-2010	\$32,000.00
7/31/23	1709 SONGBIRD LN, 73130	LANES ROOFING & CONSTRUCTION	B-23-2024	
7/31/23	1208 GRAND MANOR, 73130	J & M ROOFING	B-23-2025	\$16,000.00
7/31/23	9423 WONGA DR, 73130	J & M ROOFING	B-23-2026	\$22,000.00
7/31/23	10536 QUAIL RUN, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2030	\$33,000.00
7/31/23	1224 LYNN FRY BLVD, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2031	\$26,000.00
7/31/23	10224 SE 10TH ST, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2032	\$23,000.00
7/31/23	529 BLUE SKY DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2033	\$16,000.00

\$575,760.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/7/23	3413 MEADOWBROOK DR, MWC, OK, 73110	A Karen Black Company	B-23-1750	\$40,000.00

\$40,000.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/3/23	9602 SE 4TH ST, 73130	Brandon Leniger	B-23-0836	\$225,000.00
7/5/23	10227 E RENO AVE, OK, 73130	Bud Frazee	B-22-0985	\$650,000.00
7/10/23	9023 Nawassa Dr, 73130	Cane Creek Inc.	B-22-2830	\$422,000.00
7/14/23	10505 CATTAIL TER, 73130	Jennifer Ennis	B-23-0408	\$216,500.00
7/18/23	2589 FOREST GLEN DR, MIDWEST CITY, OK, 73020	Swm & Sons	B-22-2681	\$285,000.00
7/19/23	10107 ST PATRICK DR, 73130	BARRON CONSTRUCTION	B-21-0294	\$85,000.00
7/20/23	10040 PRIMROSE LN, 73130	Swm & Sons	B-23-0702	\$215,000.00
7/20/23	9606 NE 3RD PL, MWC, OK, 73130	Two Structures Homes	B-23-0785	\$204,000.00
7/25/23	2401 WOODGROVE CT, 73130	Home Creations, Inc.	B-22-1794	\$198,000.00
7/25/23	2405 WOODGROVE CT, 73130	Home Creations, Inc.	B-22-1779	\$214,000.00
7/25/23	2409 WOODGROVE CT, 73130	Home Creations	B-22-2928	\$202,000.00
7/25/23	2413 WOODGROVE CT, 73130	Home Creations	B-22-2982	\$198,500.00
7/25/23	10472 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-1066	\$175,000.00
7/26/23	10464 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-1289	\$199,500.00
7/26/23	10468 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-1063	\$182,000.00
7/26/23	10460 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-1305	\$293,500.00
7/31/23	9216 JENNIFER PL, 73130	Aaron McRee	B-23-0278	\$125,000.00
7/31/23	1717 RAIN TREE LN, 73020	Gary Kelly	B-22-2548	\$349,900.00
7/31/23	13180 CHINKAPIN OAK PL, 73020	Melissa Mallory	B-22-2189	\$155,000.00

\$4,594,900.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/3/23	13165 AUSTRIAN PINE DR, MWC, OK, 73020	Anthony Woods	B-23-1691	\$30,560.00
7/5/23	1016 JUNIPER AVE, MWC, OK, 73130	Jeremy Turner	B-23-1587	\$34,977.73

7/5/23	105 REMINGTON AVE, MWC, OK, 73130	Jeremy Turner	B-23-1614	\$30,213.60
7/5/23	9609 BETH DR, MWC, OK, 73130	Jeremy Turner	B-23-1658	\$54,140.28
7/5/23	10329 SE 24TH ST, 73130	Jeremy Turner	B-23-1690	\$42,356.00
7/5/23	2356 APPLE WAY, MWC, OK, 73130	Jeremy Turner	B-23-1714	\$33,026.00
7/6/23	2032 YORKSHIRE DR, MWC, OK, 73130	Camron Roedel	B-23-1692	\$35,925.92
7/10/23	333 PINE HURST DR, 73130	BRANDON MOORE	B-23-1621	\$19,000.00
7/10/23	10921 WINDMILL FARMS RD, MWC, OK, 73130	BRANDON MOORE	B-23-1699	\$16,800.00
7/10/23	844 E ROSE DR, 73110	Kathryn Young	B-23-1752	\$69,046.00
7/17/23	1941 RULANE DR, MWC, OK, 73110	Andrew White	B-23-1643	\$26,882.29
7/17/23	905 ROYAL AVE, MWC, OK, 73130	Enrique Delgado	B-23-1604	\$30,000.00
7/17/23	509 ACRES RD, MIDWEST CITY, OK, 73130	Spencer Adams	B-23-1476	\$50,000.00
7/18/23	3105 ROBIN RD, MWC, OK, 73110	bryan funderburgh	B-23-0607	\$30,000.00
7/18/23	10409 SE 25TH ST, 73130	Emalee Deckard	B-23-1585	\$43,819.00
7/18/23	2012 GERRIE ST, MWC, OK, 73130	Jeremy Turner	B-23-1512	\$54,684.44
7/18/23	10516 FOXHORN CIR, MWC, OK, 73130	Jeremy Turner	B-23-1615	\$60,633.62
7/19/23	2620 S WESTMINSTER RD, 73130	Carli Gresham	B-23-1794	\$41,341.81
7/26/23	1709 CHOCTAW WOOD DR, 73020	Jeremy Turner	B-23-1856	\$29,000.00
7/26/23	6212 SE 11TH ST, MWC, OK, 73110	Jeremy Turner	B-23-1857	\$0.00
7/26/23	613 ASKEW DR, MWC, OK, 73110	Jeremy Hall	B-23-1859	\$50,000.00
7/27/23	2504 N KEY BLVD, 73110	John Harrell	B-23-1943	\$21,735.00
7/27/23	804 MORaine AVE	Walter B Shepherd	B-23-1731	\$51,374.00
7/27/23	3617 MT PLEASANT DR, MWC, OK, 73110	Walter B. Shepherd	B-23-1477	\$18,582.98
7/28/23	1319 ST MATTHEWS DR, MWC, OK, 73110	Cory Evan Baiseri	B-23-1903	\$38,677.00

\$912,775.67

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/3/23	10512 CATTAIL TER, 73130	Matthew Carey	B-23-1710	\$5,400.00
7/5/23	10809 BELLVIEW DR, MWC, OK, 73130	Ryan Coble	B-23-1307	\$0.00
7/5/23	2225 S HIWASSEE RD, 73020	Renay Reed	B-23-1494	\$3,795.00
7/5/23	2409 FOREST GLEN DR, 73020	Renay Reed	B-23-1622	\$3,695.00
7/6/23	200 W ERCOUPE DR, MWC, OK, 73110	Debra & Henry Ekworomadu	B-23-1725	\$9,575.00
7/12/23	108 REMINGTON AVE, 73130	Leon Walker	B-23-1715	\$12,500.00

\$34,965.00

Res Swimming Pool / Hot Tub Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/27/23	1812 SANDRA DR, MWC, OK, 73110	DONETTE ROMERO	B-23-1888	\$7,999.00

\$7,999.00

Grand Total: \$14,431,055.67



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 7/1/2023 to 7/31/2023

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	6
Building/Electrical General Inspection	10
Buildings - CO Inspection & Sign Off	14
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	9
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Electrical Ceiling Inspection	3
Com Electrical Final Inspection	7
Com Electrical Final Reinspection	1
Com Electrical Rough-in Inspection	3
Com Electrical Service Inspection	3
Com Electrical Service Reinspection	3
Com Electrical Wall Inspection	1
Com Fence Inspection	1
Com Fire Alarm Final Inspection	3
Com Fire Alarm Final Reinspection	1
Com Fire Sprinkler Final Inspection	2
Com Fire Sprinkler Final Reinspection	3
Com Framing Inspection	7
Com Gas Piping Inspection	1
Com Grease Trap Final Inspection	3
Com Grease Trap Rough Inspection (Building)	3
Com Grease Trap Rough Inspection (Line Maintenance)	3
Com Grease Trap Rough Reinspection (Building)	1
Com Grease Trap Rough Reinspection (Line Maintenance)	1
Com Mechanical Final Inspection	10
Com Mechanical Final Reinspection	1
Com Mechanical Rough-in Inspection	1
Com Plumbing Final Inspection	7
Com Plumbing Final Reinspection	2
Com Plumbing Ground Inspection	1
Com Plumbing Rough-in Inspection	3
Com Sewer Service Inspection	1
Com Water Service Line Inspection	3
Commercial Meter Tap Inspection	1
County Health - CO Inspection & Sign Off	1
Electrical Generator Inspection	4
Electrical Generator Reinspection	1
Fire - CO Inspection & Sign Off	13
Fire - CO Reinspection & Sign Off	1
Fire Marshal General Inspection	7
General Inspection	5
Hot Water Tank Inspection	22
Hot Water Tank Reinspection	3
Irrigation System Inspection	2
Line Maintenance General Inspection	1

Mechanical Change Out Inspection	9
Mechanical Change Out Reinspection	2
Planning - CO Inspection & Sign Off	13
Planning General Inspection	1
Plumbing/Mechanical General Inspection	11
Res Building Final Inspection	7
Res Carport Inspection	2
Res Drainage1 Inspection	9
Res Drainage1 Reinspection	3
Res Drainage2 Inspection	9
Res Drainage2 Reinspection	3
Res Drainage3 Inspection	5
Res Drainage4 Inspection	5
Res Drainage4 Reinspection	3
Res Drainage5 Inspection	4
Res Driveway Inspection	9
Res Electrical Final Inspection	13
Res Electrical Final Reinspection	8
Res Electrical Rough-in Inspection	6
Res Electrical Rough-in Reinspection	4
Res Electrical Service Inspection	34
Res Electrical Service Reinspection	19
Res Fence Inspection	6
Res Footing & Building Setback Inspection	13
Res Framing Inspection	10
Res Framing Reinspection	5
Res Gas Meter Inspection	4
Res Gas Piping Inspection	15
Res Gas Piping Reinspection	3
Res Insulation Inspection	10
Res Mechanical Final Inspection	5
Res Mechanical Final Reinspection	4
Res Mechanical Rough-in Inspection	4
Res Mechanical Rough-in Reinspection	1
Res Patio Cover Inspection	1
Res Plumbing Final Inspection	11
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	6
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	9
Res Plumbing Rough-in Reinspection	5
Res Retaining Wall Final Inspection	1
Res Retaining Wall Inspection	1
Res Roofing Inspection	28
Res Roofing Reinspection	1
Res Sewer Service Inspection	12
Res Sewer Service Reinspection	1
Res Storm Shelter Inspection	6
Res Temporary Electrical Pole Inspection	1
Res Termite Inspection	7
Res Water Service Line Inspection	14
Residential Meter Tap Inspection	2
Sewer Cap Inspection	2
Sign Inspection	2
Swimming Pool/Hot Tub Inspection	1
Utilities - CO Inspection & Sign Off	14



**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.,

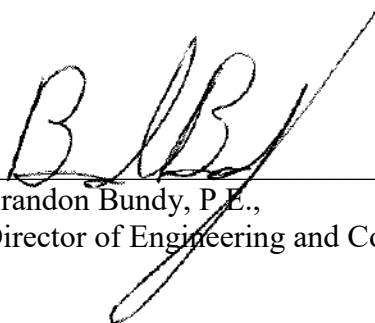
DATE : Director August 22, 2023

SUBJECT : Further information of the sealed engineering report of the Assessment of the Current Sanitary Sewer System – Future Capacity Needs – Phase 1.

In June of 2022, the City released a request for proposals (RFP) to study the sanitary sewer infrastructure on the east side of our City. The contract for the study was awarded to Freese and Nichols Inc. (FNI) at the regular meeting held July 26, 2022.

This study is in response to the continued development in the eastern portions of the City. Much of the sanitary sewer infrastructure was built for development 20-30 years ago and may no longer be adequate. There are a series of lift stations which pump the sanitary sewer over a number of ridgelines, ultimately going to one single lift station before gravity flowing to our treatment plant. The goals of this study were to understand our current capacity and to lay out a plan for future expansion and maintenance of this vital infrastructure.

The study was presented to and accepted by the City Council on July 25, 2023. Attached is the final sealed copy of the report.



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

EASTSIDE ASSESSMENT AREA WASTEWATER COLLECTION SYSTEM MASTER PLAN REPORT

Prepared for:

City of Midwest City



Accepted July 25, 2023

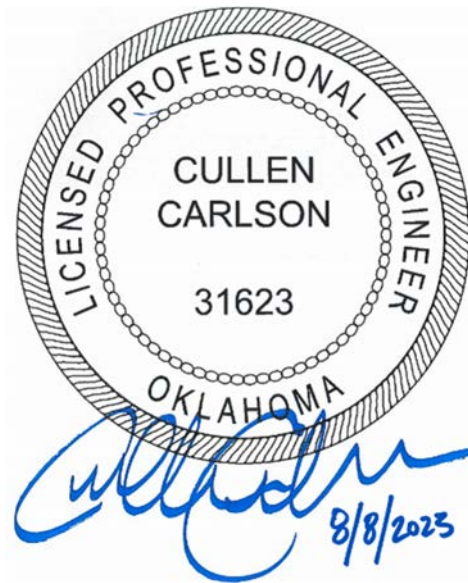
Prepared by:

FREESE AND NICHOLS, INC.
3600 NW 138th St., Suite 202
Oklahoma City, OK 73134
405-607-7060

EASTSIDE ASSESSMENT AREA WASTEWATER COLLECTION SYSTEM MASTER PLAN REPORT

Prepared for:

City of Midwest City



Accepted July 25, 2023

Prepared by:

FRESE AND NICHOLS, INC.
3600 NW 138th St., Suite 202
Oklahoma City, OK 73134
405-607-7060

Certificate of Authorization Number: 511
Certificate of Authorization Renewal Date: June 30, 2024

FNI Project Number: MDW22622

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- Appendix A: Lift Station Summary Sheets
- Appendix B: CIP Cost Estimate Project Sheets

EXECUTIVE SUMMARY

1.0 Introduction

The City of Midwest City contracted with Freese and Nichols, Inc. in 2022 to conduct and prepare a Wastewater Collection System Master Plan for the eastern portion of the City. The goal of this study is to evaluate existing and projected future operations of the wastewater collection system, identify deficiencies, and determine recommended improvements to convey future flows.

2.0 Land Use Assumptions

The City of Midwest City provided an ongoing list of proposed residential developments that will develop within the 5-year, 10-year, or 25-year (buildout) planning period. Based on discussions with City staff, future land developments were utilized to project growth through the buildout planning period. Projected population for all planning periods is shown in **Table ES-1**.

Table ES-1: Service Area Population Projections

Planning Period	Eastside Population	Annual Growth Rate
2022	10,540	-
2027	10,955	0.78%
2032	12,078	1.97%
2047	17,331	2.44%
Average	-	2.01%

3.0 Wastewater Collection System

The City of Midwest City owns and operates nine wastewater lift stations in the eastern portion of the wastewater collection system. The Eastside Assessment Area of Midwest City provides wastewater service to approximately 5.6 square miles within the existing city limits. The wastewater collection system in the Eastside Assessment Area consists of approximately 48.9 miles of gravity line and 4.5 miles of force main ranging from 4 to 16-inches in diameter.

4.0 Wastewater Flow Projections

Wastewater flow projections are based on population projections combined with the historical per capita data to project future average day flows. A localized design storm was used in the hydraulic model to project peak wet weather flows. The projected wastewater flows are shown in **Table ES-2**.

Table ES-2: Wastewater Flow Projections

Planning Period	Projected Eastside Population	Total Average Flow (MGD)	Peaking Factor	Modeled Peak Wet Weather Flow (MGD)
2022	10,540	0.79	4.0	3.16
2027	10,955	0.82	4.0	3.28
2032	12,078	0.91	4.0	3.64
2047	17,331	1.30	4.0	5.20

5.0 System Analyses

A hydraulic analysis and system evaluation was conducted on the existing and future wastewater collection system to identify capacity deficiencies. The results of the existing system evaluation provide the basis for short-term capacity improvements while the future evaluation drives long-term improvement recommendations. Discrete service area flow projections that exceed the existing firm capacity of the lift station are highlighted in red. The results of the lift station hydraulic evaluation are shown in **Table ES-3**.

Table ES-3: Lift Station Hydraulic Evaluation

Lift Station	Number of Pumps	Firm Pumping Capacity (MGD)	Projected Peak Wet Weather Flow (MGD)	
			Existing	Buildout
Anderson	2	1.15	0.79	2.24
East 1-5	2	0.22	0.45	0.55
Edgewood	3	3.46	3.11	5.20
Elizabeth	2	0.36	0.05	0.05
Hiwassee	2	0.76	0.90	2.00
Lagoon	2	0.76	0.39	0.38
Shapard	2	0.09	0.03	0.03
Timber Ridge	2	0.29	0.07	0.16
Timberland	2	0.30	0.08	0.30

6.0 Capital Improvement Plan




















A capital improvement plan (CIP) was developed to address identified system deficiencies and provide capacity for future development. **Figure ES-1** shows the CIP developed to remedy the modeled system deficiencies through the buildout planning period as determined during the system analysis. Projects initially designated for the short-term planning period are shown in red while long term projects are

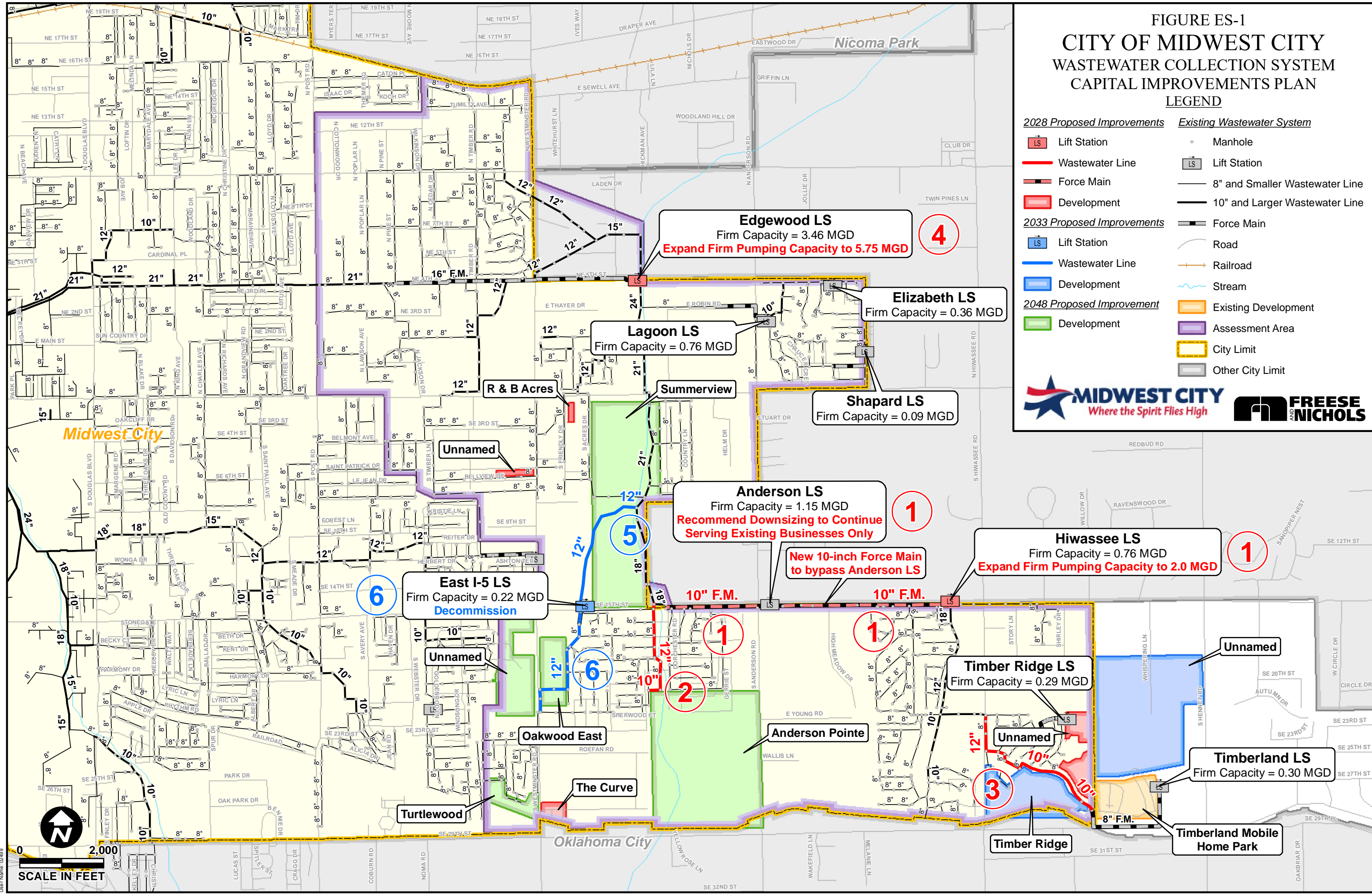
shown in blue. **Table ES-4** summarizes the estimated project costs by phase. Detailed and itemized descriptions of all the CIP projects and associated costs are shown in **Appendix B**. Project costs are for planning and budgeting purposes only and are not to be considered as a detailed opinion of probable construction cost.

Table ES-4: CIP Estimated Cost Summary

Project Number	Project Name	Cost
Short Term Projects		
1	Expand Hiwassee Lift Station; 10-inch Force Main	\$ 6,727,500
2	10- and 12-inch Sewer Lines along Lakeside Drive	\$ 3,241,200
3	10- and 12-inch Sewer Lines along Timber Ridge Boulevard	\$ 2,685,100
4	Expand Edgewood Lift Station	\$ 11,212,500
Short Term Total		\$ 23,866,300
Long Term Projects		
5	12-inch Sewer Line	\$ 2,158,800
6	12-inch Sewer Line; Decommission East 1-5 Lift Station	\$ 2,816,600
Long Term Total		\$ 4,975,400
CIP Total		\$ 28,841,700

FIGURE ES-1
CITY OF MIDWEST CITY
WASTEWATER COLLECTION SYSTEM
CAPITAL IMPROVEMENTS PLAN
LEGEND

2028 Proposed Improvements		Existing Wastewater System	
	Lift Station		Manhole
	Wastewater Line		Lift Station
	Force Main		8" and Smaller Wastewater Line
	Development		10" and Larger Wastewater Line
	Lift Station		Force Main
	Wastewater Line		Road
	Development		Railroad
	Development		Stream
			Existing Development
			Assessment Area
			City Limit
			Other City Limit



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1.0 INTRODUCTION

The City of Midwest City contracted with Freese and Nichols, Inc. in 2022 to conduct and prepare a Wastewater Collection System Master Plan. The goal of this study is to evaluate existing and projected future operations of the wastewater collection system, identify deficiencies, and determine recommended improvements to meet future system conditions. This report details the methodology, analysis, and results of the Wastewater Collection System Master Plan, focusing solely on the Eastside Assessment Area. The major elements of the scope of this project include:

- Land Use Assumptions and Wastewater Flow Projections
- Hydraulic Analysis and System Evaluation
- Wastewater Capital Improvement Plan (CIP) and Master Plan Report

1.1 ACRONYMS

Table 1-1 presents a list of acronyms that appear throughout the report.

Table 1-1: Acronyms

Acronym	Definition
AACE	American Association of Cost Engineers
avg.	Average
CIP	Capital Improvement Plan
FNI	Freese and Nichols, Inc.
fps	Feet per Second
ft.	Foot/Feet
GIS	Geographic Information System
gpm	Gallons per minute
gpcd	Gallons per Capita per Day
HGL	Hydraulic Grade Line
I/I	Inflow and Infiltration
lf	Linear Feet
LS	Lift Station
MGD	Million Gallons per Day
n/a	Not applicable
No.	Number
NOAA	National Oceanic and Atmospheric Administration
ODEQ	Oklahoma Department of Environmental Quality
O&M	Operations and Maintenance
PS	Pump Station
RDII	Rainfall-derived infiltration and Inflow
SSO	Sanitary Sewer Overflow
WWTP	Wastewater Treatment Plant

1.2 KEY DEFINITIONS

The following is a list of key definitions utilized in the Master Plan Report.

- Average Annual Flow – the total cumulative flow through a WWTP over any given year divided by the number of days in the year, considered the average flow condition for a given year.
- Capacity Improvement – general project to improve the ability of the wastewater collection system to convey peak flows.
- Capacity Utilization (q/Q) – the maximum observed flow through a gravity pipe divided by the calculated full pipe capacity, a unitless ratio or percentage, can be greater than one under pressurized conditions.
- Depth to Diameter Ratio (d/D) – the maximum observed depth of flow within a gravity pipe divided by the inner diameter of the pipe, a unitless ratio or percentage, can be greater than one under surcharged conditions.
- Design Storm – a generalized wet weather event for a given area with a fixed size, intensity, and duration used to evaluate collection system response to a consistent event.
- Diurnal Pattern – a typical pattern of wastewater flow that occurs every 24 hours, dependent on the demographics of the area.
- Firm Pumping Capacity – the pumping capacity of a lift station with the largest pump offline and all other pumps running, based off the best efficiency point or nominal capacity of each pump.
- Inflow and Infiltration (I/I) – the primary means of stormwater or groundwater entering into the wastewater collection system. Inflow is a fast response such as an open manhole lid while infiltration is a slow response such as cracks along the pipeline.
- Peaking Factor – recorded peak wet weather flow divided by the average flow, ODEQ recommends a minimum peaking factor of 4.0 if data is unavailable.
- Per Capita Flow – wastewater flow generated per person per day, calculated by dividing the average residential flow for a given area by the projected population for the area.
- Per Employee Flow – wastewater flow generated per employee per day, calculated by dividing the average non-residential flow for a given area by the projected employment for the area.
- Hydraulic Grade Line (HGL) – static head of wastewater flow. Wastewater surface elevation in a partially full pipe or manhole. Under pressure (full pipe) conditions the HGL is what the water surface elevation would be if unconfined.
- Overall Per Capita Flow – wastewater flow generated per person per day including non-residential and groundwater contributions, calculated by dividing the total average flow for a given area by the projected population for the area.

- Rainfall Derived Inflow and Infiltration – similar to I/I, RDII is the increase in flow in a wastewater collection system specifically in response to a wet weather storm event.
- Sanitary Sewer Overflow (SSO) – A type of unauthorized discharge of untreated or partially treated wastewater from a collection system or its components (e.g., a manhole, lift station, or cleanout) before reaching a treatment facility. (See also Texas Water Code 26.049(4).)
- Subcatchment – polygon object type within the wastewater hydraulic model, used to simulate land parcels and generate flow within the model. Are assigned attributes such as land use type, population, and acreage.
- Surcharging – when the HGL is greater than the top of pipe (d/D greater than 1), often due to a capacity restriction downstream or within the pipe itself. Can lead to SSOs.

2.0 LAND USE ASSUMPTIONS

Population and employment data are an important element in the analysis of wastewater collection systems. Wastewater flows depend on the residential population and commercial development served by the system and determine the sizing and location of system infrastructure. A thorough analysis of historical and projected populations provides the basis for projecting future wastewater flows.

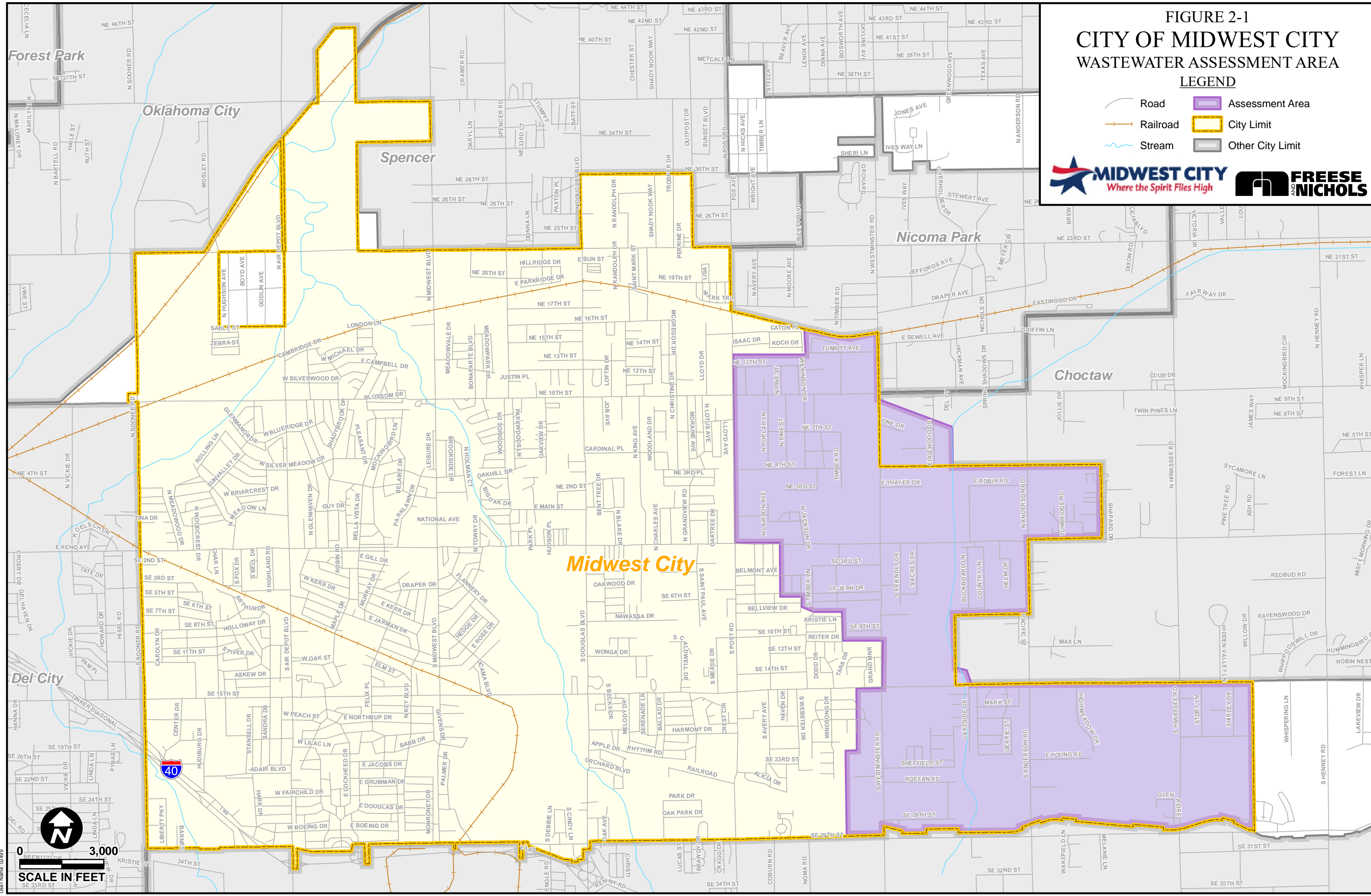
2.1 SERVICE AREA

Midwest City is located in the greater Oklahoma City metro area and is the 8th most populous city in Oklahoma according to 2020 census data. The City primarily consists of residential development with several undeveloped rural areas. The wastewater collection system provides service to the majority of the existing city limits as shown on **Figure 2-1**. The focus of this report is the eastern portion of the wastewater service area, also shown on **Figure 2-1**.

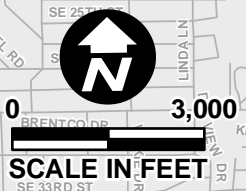
FIGURE 2-1
CITY OF MIDWEST CITY
WASTEWATER ASSESSMENT AREA

LEGEND

-  Road
-  Railroad
-  Stream
-  Assessment Area
-  City Limit
-  Other City Limit



Midwest City



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2.2 HISTORICAL POPULATION AND GROWTH TRENDS

Citywide historical population growth trends were evaluated to project future annual growth rates. According to the United States Census Bureau, the City of Midwest City has experienced an annual average growth rate of 0.61% over the last ten years (2010 to 2021), and an annual average growth rate of 0.34% over the last 30 years (1990 to 2021), as shown in **Table 2-1**.

Table 2-1: Citywide Historical Population

Year	Historical Population	Annual Growth Rate
1990	52,267	-
2000	54,088	0.3%
2010	54,371	0.1%
2020	58,409	0.7%
2021	58,145	-0.5%
Average	-	0.34%

2.3 EXISTING PROJECTIONS

Based on discussions with City staff, it was determined that the observed maximum annual average growth rate of 0.7% is a reasonable estimate for projected growth through future planning periods. The 2021 population for the City of Midwest City is 58,145 based on interim projections from the Census Bureau.

There is minimal non-residential land usage in the Eastside Assessment Area (13.3 acres). Future land use projections show minimal growth in future non-residential development in the area as well. Therefore, employment growth in the Eastside Assessment Area will have minimal impact on the future wastewater flow projections in the area.

Parcel data containing existing land uses were provided by the City. Existing land uses are shown on **Figure 2-2**. Existing land use was used to distribute the existing population projections spatially across the City.

FIGURE 2-2
CITY OF MIDWEST CITY











EXISTING LAND USE

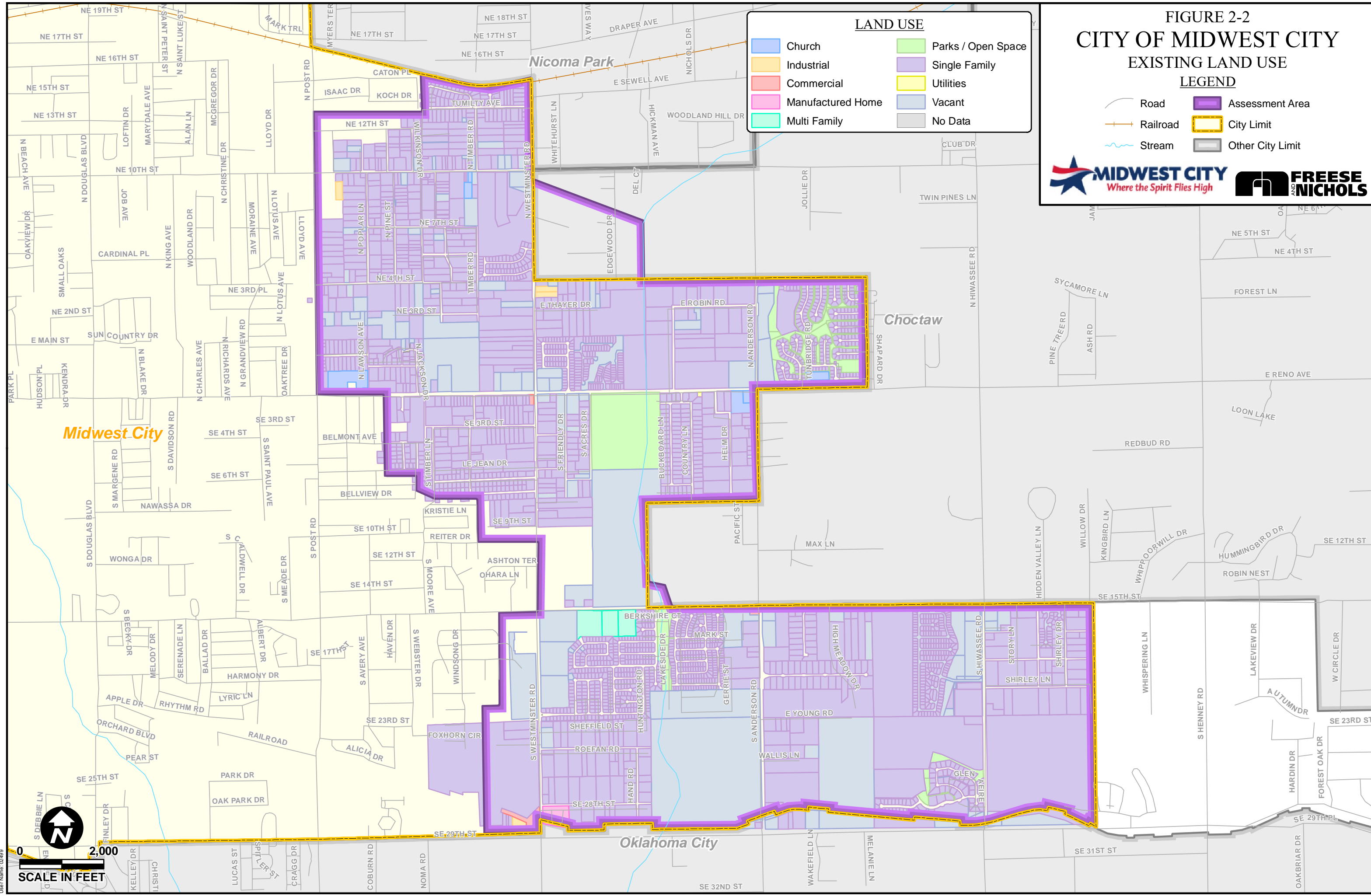
LEGEND

-  Road
-  Railroad
-  Stream
-  Assessment Area
-  City Limit
-  Other City Limit



LAND USE

 Church	 Parks / Open Space
 Industrial	 Single Family
 Commercial	 Utilities
 Manufactured Home	 Vacant
 Multi Family	 No Data



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2.4 FUTURE DEVELOPMENTS


The City of Midwest City provided information regarding planned residential developments. The future developments are shown on **Figure 2-3**. Based on discussions with the City, it was assumed that all ongoing and planned developments would develop within the 25-year (buildout) planning period. The annual growth rates from the developments planned for the 5-year and 10-year planning periods are greater than the historical maximum annual growth rate. The Eastside Assessment Area is the fastest growing area in the City and therefore a larger proportion of the future growth will develop in this area. Projected population for all planning periods is shown in **Table 2-2**.


Table 2-2: Eastside Population Projections

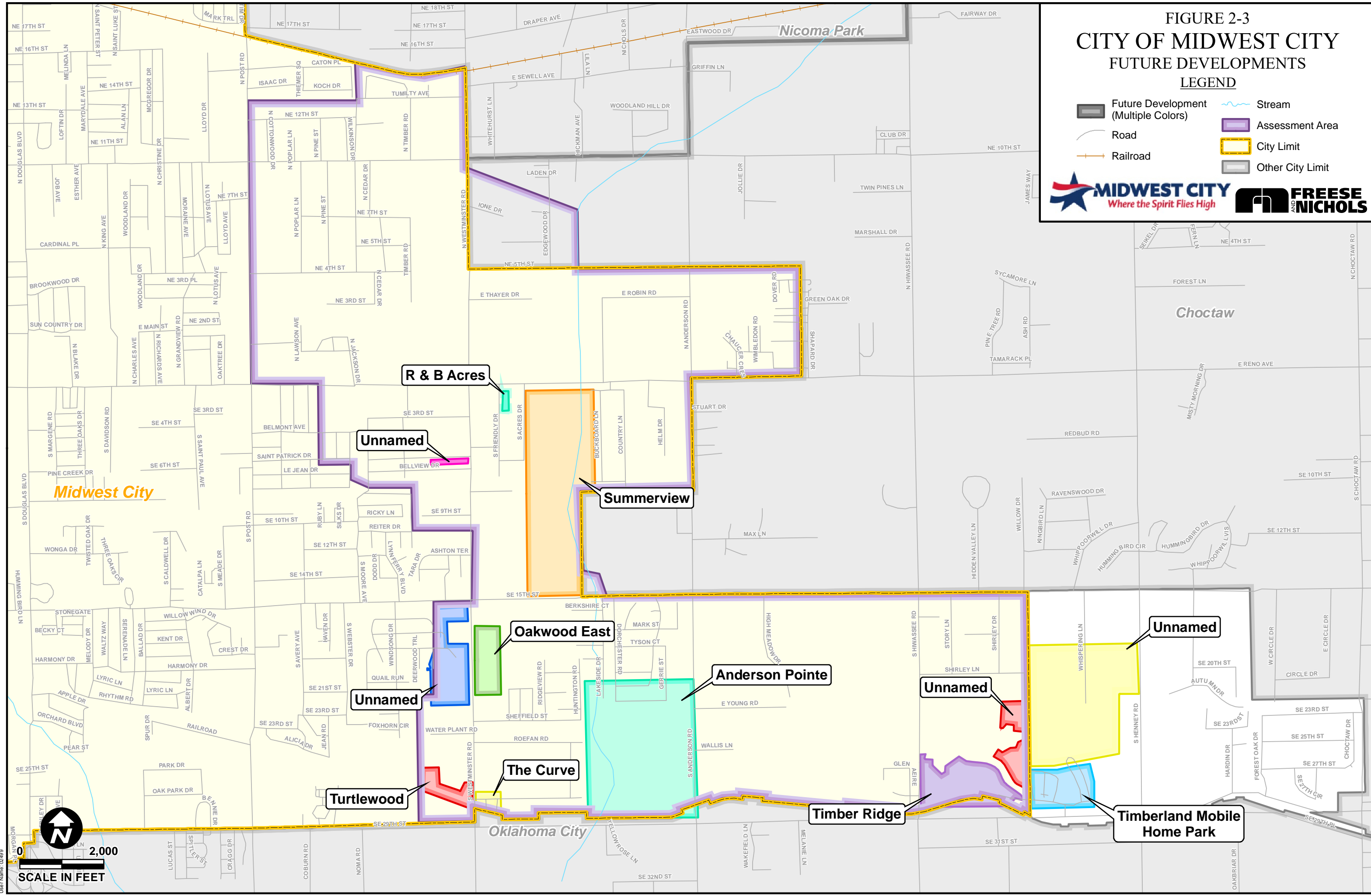
Planning Period	Eastside Population	Annual Growth Rate
2022	10,540	-
2027	10,955	0.78%
2032	12,078	1.97%
2047	17,331	2.44%
Total	6,791	2.01%

FIGURE 2-3
CITY OF MIDWEST CITY
 FUTURE DEVELOPMENTS
 LEGEND

	Future Development (Multiple Colors)		Stream
	Assessment Area		City Limit
	Road		Other City Limit
	Railroad		

 **MIDWEST CITY**
Where the Spirit Flies High

 **FREASE AND NICHOLS**



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3.0 WASTEWATER COLLECTION SYSTEM

3.1 COLLECTION SYSTEM NETWORK

The Eastside Assessment Area of Midwest City provides wastewater service to approximately 5.6 square miles within the existing city limits. The wastewater collection system in the Eastside Assessment Area consists of approximately 48.9 miles of gravity line and 4.5 miles of force main ranging from 4 to 16-inches in diameter. The existing wastewater collection system is shown in **Figure 3-1**.

3.2 LIFT STATIONS



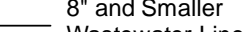
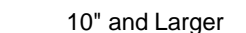
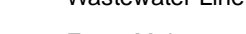



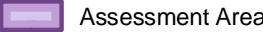


The Eastside Assessment Area includes nine lift stations with a total combined pumping capacity of just over 13 million gallons per day (MGD). Due to the significant topography in the area, the lift stations are a crucial component of the wastewater collection system as the only way to convey flow from the customer to the wastewater treatment facilities. **Table 3-1** provides a summary of pertinent information for each lift station collected during the Wastewater Master Plan. All lift station information was populated from records provided by the City.

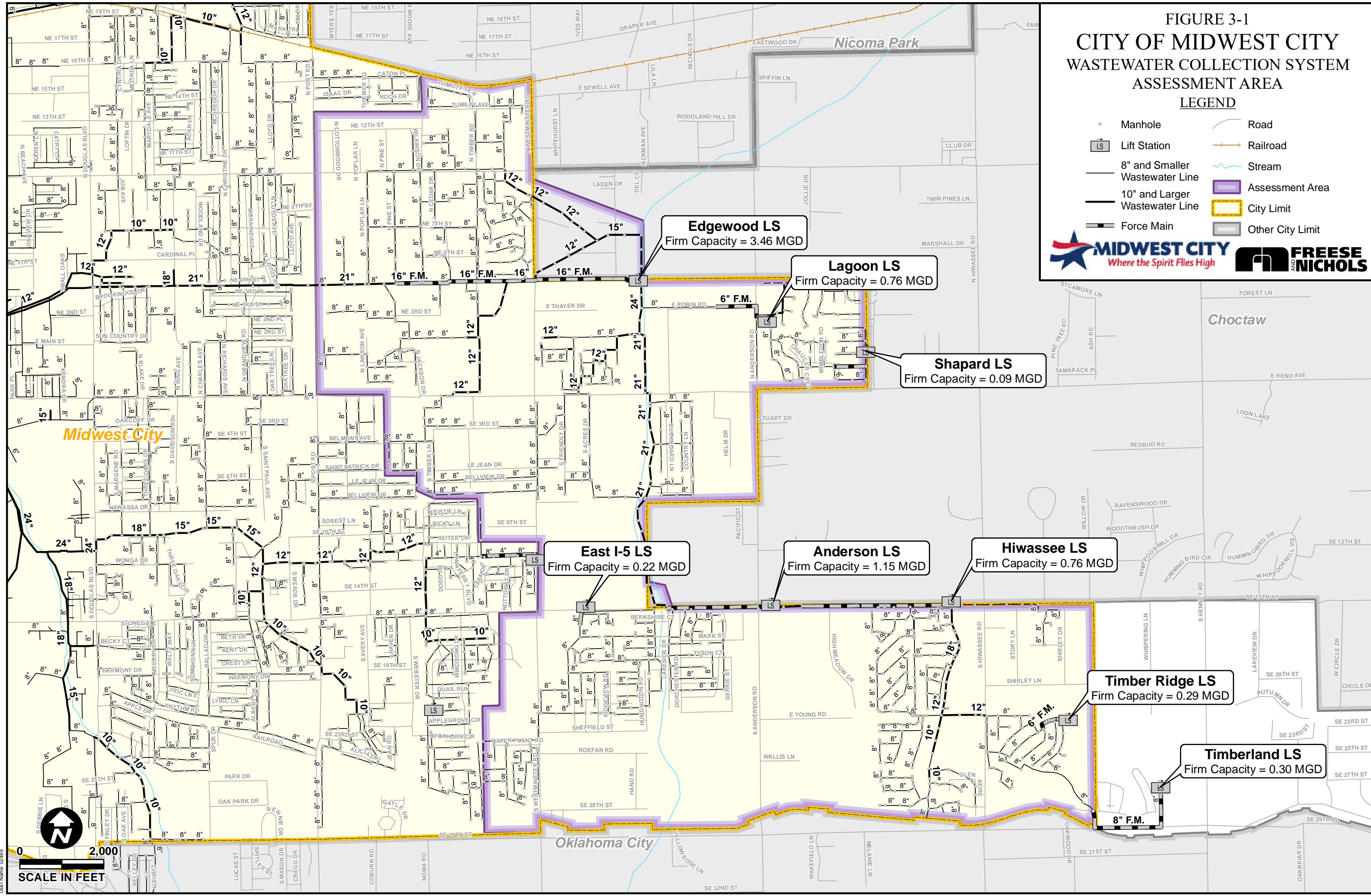
Table 3-1: Lift Station Summary

Lift Station Name	Address	Number of Pumps	Force Main Diameter (in)	Firm Pumping Capacity (MGD)
Anderson	12100 S.E. 15 th Street	2	6	1.15
East 1-5	11246 S.E. 15 th Street	2	4	0.22
Edgewood	11500 N.E. 5 th Street	3	16	3.46
Elizabeth	12401 Elizabeth Drive	2	4	0.36
Hiwassee	12800 S.E. 15 th Street	2	6	0.76
Lagoon	414 N. Anderson Road	2	6	0.76
Shapard	201 ½ Shapard Drive	2	4	0.09
Timber Ridge	121 Red Oak Drive	2	4	0.29
Timberland	13501 S.E. 29 th Street	2	6	0.30

FIGURE 3-1
CITY OF MIDWEST CITY
WASTEWATER COLLECTION SYSTEM
ASSESSMENT AREA

LEGEND

-  Manhole
-  Lift Station
-  8" and Smaller Wastewater Line
-  10" and Larger Wastewater Line
-  Force Main
-  Road
-  Railroad
-  Stream
-  Assessment Area
-  City Limit
-  Other City Limit



Edgewood LS
 Firm Capacity = 3.46 MGD

Lagoon LS
 Firm Capacity = 0.76 MGD

Shapard LS
 Firm Capacity = 0.09 MGD

East I-5 LS
 Firm Capacity = 0.22 MGD

Anderson LS
 Firm Capacity = 1.15 MGD

Hiwassee LS
 Firm Capacity = 0.76 MGD

Timber Ridge LS
 Firm Capacity = 0.29 MGD

Timberland LS
 Firm Capacity = 0.30 MGD

Midwest City

Choctaw

Oklahoma City

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3.3 HYDRAULIC MODEL DEVELOPMENT

FNI developed a hydraulic model to be used as a tool for evaluating the wastewater collection system using *InfoWorks ICM* software by *Innovyze*®. The City provided a geographic information system (GIS) geodatabase, which was the basis for building the hydraulic model. The provided geodatabase contains spatial and attribute information for the wastewater gravity lines, manholes, force mains, and lift stations as well as parcel data. The GIS data for these assets was imported into the hydraulic model and processed to validate attribute data and allow for proper network topology. Manhole inspections were performed for a total of 140 manholes in the assessment area, and invert data from these inspections was entered into the model. Missing information was populated using an interpolation tool, or with data from as-built records where available. Lift station operations and pumping information was updated from city records as discussed in **Section 3.2**. Projected population was assigned to the associated parcels and imported into the model as subcatchments. Subcatchments are small polygons within the *InfoWorks* model used to store and generate wastewater flow data. Subcatchments were assigned to the nearest node to load wastewater flow into the model network, similar to lateral lines serving connected wastewater customers. All lines were imported into the hydraulic model. However, some attribute data was missing from the wastewater lines that is necessary to perform hydraulic analysis, particularly invert data on small diameter lines. These lines were still included in the hydraulic model, but were “pruned out”, or not included in the active hydraulic calculations. The pruning process removes the lines with missing data while still allowing for the network topology and associated storage.

4.0 WASTEWATER FLOW PROJECTIONS

The performance of the wastewater collection system is dependent on the amount of flow being conveyed through the system both currently and in the future. To determine locations where future wastewater system improvements are necessary, FNI developed existing and future wastewater flow projections using historical flow data combined with existing and future population projections.

4.1 HISTORICAL WASTEWATER FLOWS

The City provided effluent flow data for their wastewater treatment facility from 2017 through 2022 as shown in **Table 4-2**. FNI compared the historical treatment data with historical population to evaluate trends in the overall per capita flows. Per capita flow is defined as the observed average day flow divided by the total population and does not delineate the flow contributed by non-residential customers. As such, the per capita is often higher than derived residential per capita as a portion of the observed flow is contributed by non-residential customers. The total average per capita over the 6-year period is approximately 105 gallons per capita per day (gpcd).

Table 4-1: Historical Wastewater Flows

Year	Average Flow (MGD)	Population	Per Capita Flow (gpcd)	Annual Rainfall (in)
2017	5.11	57,167	89	31.86
2018	5.65	57,578	98	38.50
2019	6.54	57,992	113	39.49
2020	6.00	58,409	103	34.87
2021	6.85	58,145	118	33.53
2022	6.55	58,500	112	22.86
Average	6.12	-	105	33.52

*Utilized 10-year annual growth rate of 0.61% to calculate 2022 population.

4.2 AVERAGE DAY WASTEWATER FLOW PROJECTIONS

Wastewater flow projections are based on the population projections as presented in **Section 2.0**. Projected population was combined with the historical per capita data to project future average day flows. Residential per capita flows were utilized for each wastewater flow meter basin to match the observed historical per capita flows. The selected residential per capitas are between 45 and 92 gpcd for the wastewater basins. The resulting total per capita is approximately 75 gpcd, which is notably less than the 5-year historical average of 105 gpcd. This is due to the demographics of the area. The majority of the Eastside Assessment Area is residential. Therefore, very minimal flow is generated in the assessment area as compared to the rest of the City. The average day flow projections using 75 gpcd are shown in **Table 4-1**.

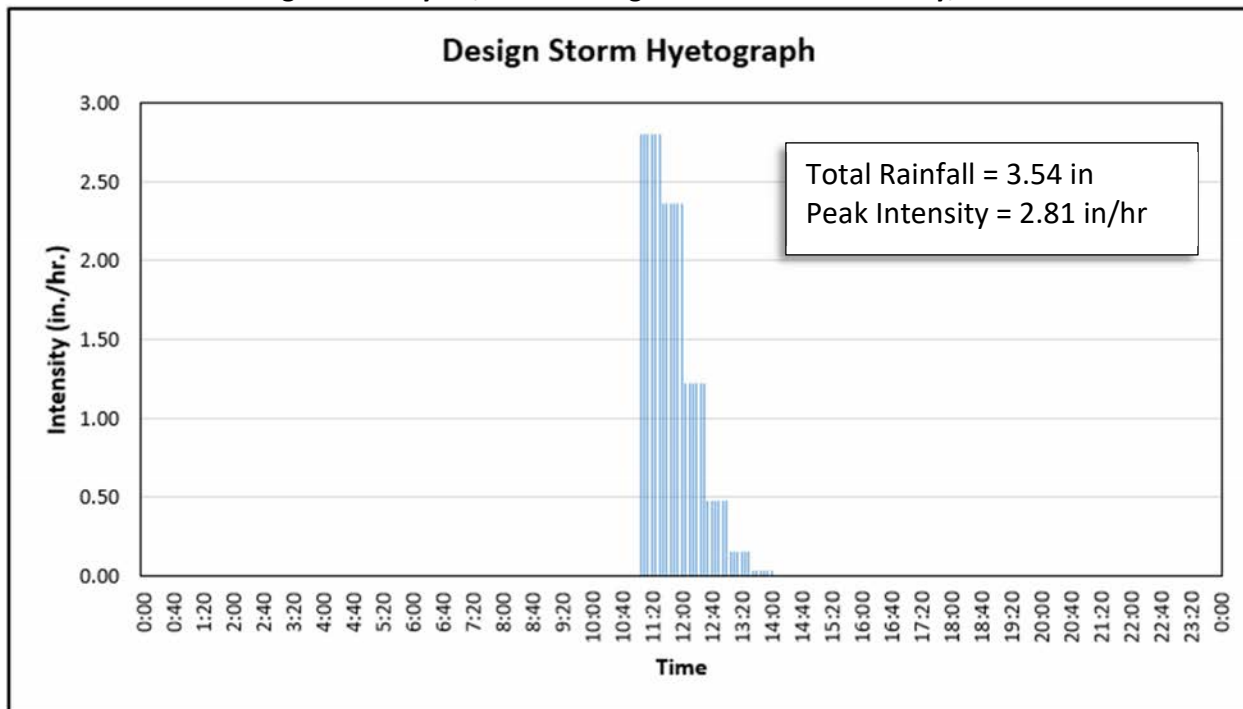
Table 4-2: Average Day Flow Projections

Year	Projected Population	Average Day Flow (MGD)
2022	10,540	0.79
2027	10,955	0.82
2032	12,078	0.91
2047	17,331	1.30

4.3 WET WEATHER FLOW PROJECTIONS

Peak wet weather flow projections are the primary driver of collection system hydraulic analysis and ultimately determine the projected sizing for future improvements. Inflow and infiltration (I/I) can lead to hydraulic bottlenecks in the system and can potentially cause surcharging and sanitary sewer overflows. To evaluate the collection system, a common storm event should be selected to be the basis for evaluation, referred to as a “design storm”. Typically, peak wet weather flows are determined by evaluating the collection system’s response to the applied design storm. The typical design storm depth and duration for evaluating wastewater systems is a 5-year, 6-hour event. FNI utilized the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 to determine the size and shape of a 5-year, 6-hour storm event for the localized Midwest City area. The selected design storm has a total rainfall depth of 3.54 inches with a peak intensity of 2.81 inches per hour as shown on **Figure 4-1**.

Figure 4-1: 5-year, 6-hour Design Storm for Midwest City, OK



The projected peak flows are shown in **Table 4-4** for each planning period. This assumes that local I/I rates are held constant through all future planning periods and appropriate rehabilitation measures are taken to mitigate future system degradation and prevent an increase in I/I rates as the collection system ages. The projected peaking factor is shown to decrease through future planning, though it should be noted

that the projected population is accounting for the entire city, but only including proposed developments in the Eastside Assessment Area.

Table 4-3: Wet Weather Flow Projections

Planning Period	Projected Eastside Population	Total Average Flow (MGD)	Peaking Factor	Modeled Peak Wet Weather Flow (MGD)
2022	10,540	0.79	4.0	3.16
2027	10,955	0.82	4.0	3.28
2032	12,078	0.91	4.0	3.64
2047	17,331	1.30	4.0	5.20

5.0 SYSTEM ANALYSES

A hydraulic analysis and system evaluation was conducted on the existing and future wastewater collection system to identify capacity deficiencies. The results of the existing system evaluation provide the basis for short-term capacity improvements while future evaluation drives long-term improvement recommendations.

5.1 DESIGN AND EVALUATION CRITERIA

The determination of the design criteria is an important process as it guides the identification of potential CIP projects. Design criteria for analyzing existing, new, and replacement facilities were developed in accordance with Oklahoma Department of Environmental Quality (ODEQ) standards as outlined in *Chapter 656: Water Pollution Control Facility Construction Standards*. Projected peak flows are determined in response to the selected 5-year, 6-hour design storm as discussed in **Section 4.3**.

The capacity improvement criteria for gravity lines consists of two parts. First, collection system infrastructure identified for improvement includes pipes where the existing or projected flow (q) exceeds the full capacity of the pipe (Q) calculated by Manning's equation based on the diameter, slope, and Manning's roughness coefficient (typically 0.013). This capacity utilization of a pipe is also known as the q/Q ratio; lines identified as capacity restrictions have a $q/Q \geq 1$. Second, the existing system is allowed to utilize the existing storage capacity by permitting a degree of surcharging while still preventing potential sanitary sewer overflows (SSOs). The system is allowed to surcharge within three feet of the manhole rim elevation before capacity improvements are recommended. However, the proposed CIP improvements are sized to handle the maximum projected peak flow without surcharging. Using this design criteria, pipe flow restrictions are not viewed as hydraulic issues requiring improvement provided the surcharging does not exceed the three feet from manhole rim improvement trigger.

Evaluation of lift stations is primarily based on the firm pumping capacity of the lift station. The firm capacity of a lift station is defined as the pumping capacity with the largest available pump out of service. Lift stations are identified for improvement when the projected peak flows are greater than the firm capacity of the lift station. Force mains are identified for improvement when the projected velocity exceeds 8 feet per second (fps) at the firm capacity of all associated lift stations.

Design criteria for the size of gravity sewer lines are based on maintaining a minimum velocity of 2 fps and a maximum velocity of 8 fps when flowing full according to ODEQ regulations. New wastewater line sizes

are based on selecting the smallest diameter to convey the projected peak instantaneous flow within 90% of pipe depth ($d/D \leq 0.9$). This allows for an additional factor of safety and flexibility to prevent newly constructed pipes from surcharging if development projections are greater than assumed in this study. Additionally, slopes for new lines serving undeveloped areas meet minimum slope requirements as set by ODEQ. Lift station capacity requirements are based on the firm capacity of the lift station. New or improved lift station firm pumping capacities are sized to convey maximum projected peak flows. New or improved wet wells should be sized based on attributes of the selected pump as recommended by the design engineer. Force mains are sized to meet the lift station pumping capacity at a minimum velocity of 2 fps with the smallest available pump in service and a maximum velocity of 8 fps at firm capacity per ODEQ regulations.

5.2 LIFT STATION EVALUATION

The City of Midwest City owns and operates nine collection system lift stations within the Eastside Assessment Area. These nine lift stations were included in the wastewater hydraulic model and evaluated for hydraulic capacity under existing and future conditions. The results of the lift station hydraulic evaluation are shown in **Table 5-1**. Projected peak flows for each lift station service area are included in this table. Lift station flow projections that exceed the existing firm capacity of the lift station are highlighted in red. The impact of identified lift station capacity restrictions on the collection system is discussed in the following sections.

Table 5-1: Lift Station Hydraulic Evaluation

Lift Station	Number of Pumps	Firm Pumping Capacity (MGD)	Projected Peak Wet Weather Flow (MGD)	
			Existing	Buildout
Anderson	2	1.15	0.79	2.24
East 1-5	2	0.22	0.45	0.55
Edgewood	3	3.46	3.11	5.20
Elizabeth	2	0.36	0.05	0.05
Hiwassee	2	0.76	0.90	2.00
Lagoon	2	0.76	0.39	0.38
Shapard	2	0.09	0.03	0.03
Timber Ridge	2	0.29	0.07	0.16
Timberland	2	0.30	0.08	0.30

5.3 EXISTING SYSTEM ANALYSIS

The hydraulic wastewater model was utilized to apply the existing (2022) projected peak wet weather flows to the current wastewater collection system to identify potential existing system capacity restrictions. Results of the existing system analysis are shown on **Figure 5-1**. Wastewater lines in red are overloaded during existing peak wet weather events and the projected flow exceeds the capacity of the wastewater line ($q/Q \geq 1$). The lines in blue indicate lines where the pipe is surcharged due to a downstream restriction ($d/D > 1$), but the flow in the pipe does not exceed the capacity of the pipe ($q/Q < 1$). Manholes in red are model predicted SSOs. The locations of model predicted overflows may not correspond to an observed overflow due to unknowns within the collection system such as sealed manholes or differences between historical wet weather events and design storms. Manholes in yellow indicate locations where the model predicts surcharging within three feet of the manhole rim. Areas that project surcharging in the existing system analysis with yellow or red manholes trigger recommended improvements as discussed in **Section 5.1**.

Hydraulic analysis indicates that there are minor capacity restrictions in the existing wastewater collection system under existing peak flows. This includes minor surcharging projected in several gravity lines, and notable surcharging upstream of the East 1-5, and Hiwassee Lift Station. This correlates with City staff's understanding of the existing collection system and historical operations.

FIGURE 5-1
CITY OF MIDWEST CITY
EXISTING WASTEWATER COLLECTION
SYSTEM ANALYSIS

LEGEND

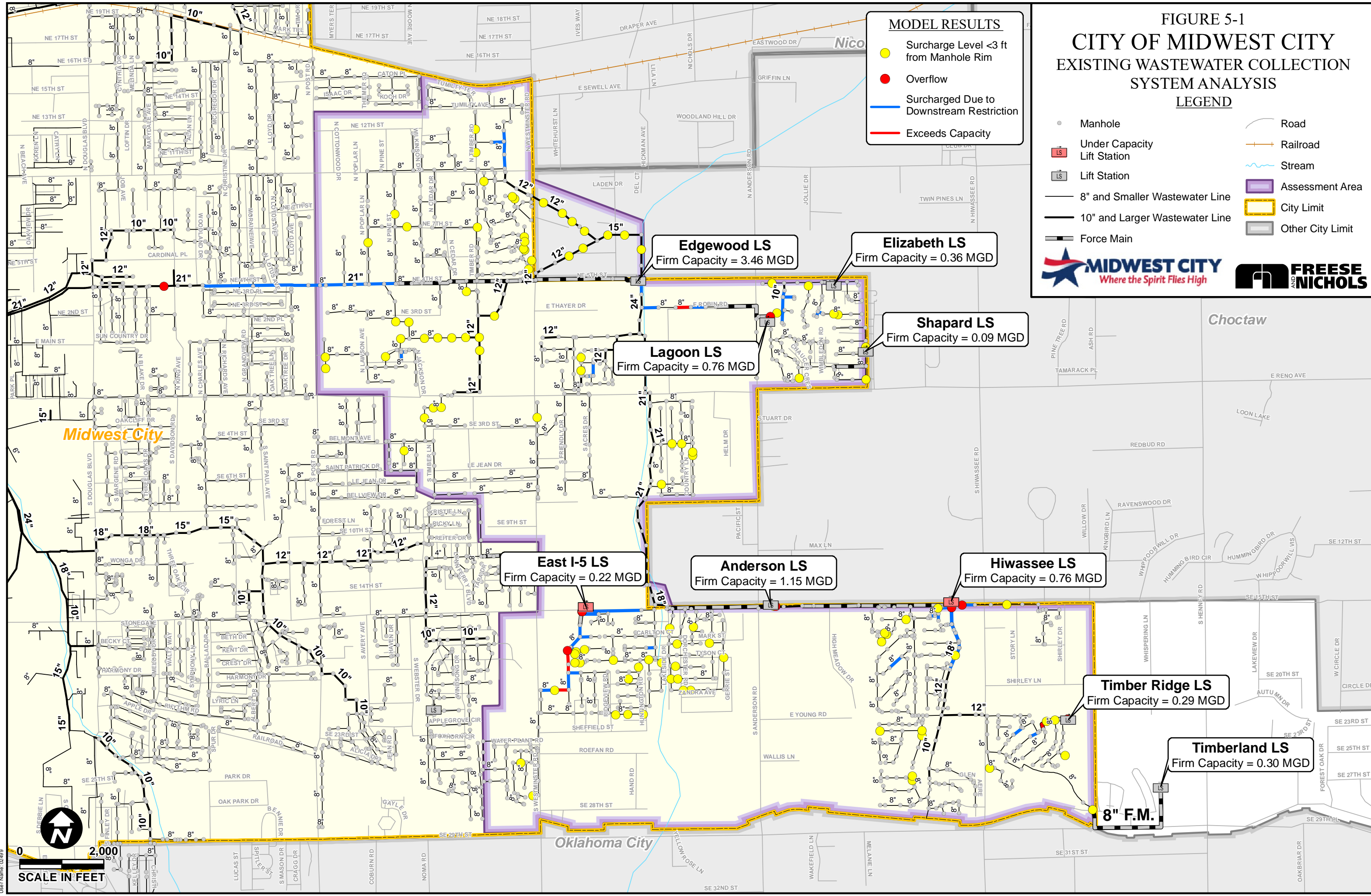
- Manhole
- ⬇️ LS Under Capacity
- ⬆️ LS Lift Station
- ⬆️ LS Lift Station
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- ▭ Assessment Area
- ▭ City Limit
- ▭ Other City Limit

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FRESE NICHOLS

MODEL RESULTS

- Surcharge Level <3 ft from Manhole Rim
- Overflow
- Surcharged Due to Downstream Restriction
- Exceeds Capacity



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5.4 FUTURE SYSTEM ANALYSIS

The hydraulic wastewater model was utilized to apply the projected peak wet weather flows to the wastewater collection system to identify potential capacity restrictions in the 5-year, 10-year, and buildout planning periods. Results of the future system analysis are discussed below.

5.4.1 5-Year Analysis

Hydraulic analysis indicates minor capacity restrictions in the 5-year scenario under future peak flows. Surcharging within three feet of the manhole rim elevation is projected in several gravity lines, namely upstream of the East 1-5 and Hiwassee Lift Stations. There are no additional lift stations experiencing peak flows in excess of their firm capacity.

5.4.2 10-Year Analysis

Hydraulic analysis indicates minor capacity restrictions in the 10-year scenario under future peak flows. Surcharging within three feet of the manhole rim elevation is projected in several gravity lines, namely upstream of the East 1-5 and Hiwassee Lift Stations. There are no additional lift stations experiencing peak flows in excess of their firm capacity.

5.4.3 25-Year (Buildout) Analysis

Hydraulic analysis indicates minor capacity restrictions in the buildout scenario under future peak flows. Surcharging within three feet of the manhole rim elevation is projected in several gravity lines, namely upstream of the East 1-5, Anderson, Hiwassee, and Edgewood Lift Stations.

6.0 CAPITAL IMPROVEMENT PLAN

The goal of the capital improvement plan is to address existing deficiencies in the collection system, as well as provide capacity for future development. The recommended system improvements, estimated project costs, and project implementation triggers are discussed in this section.




















6.1 RECOMMENDED IMPROVEMENTS

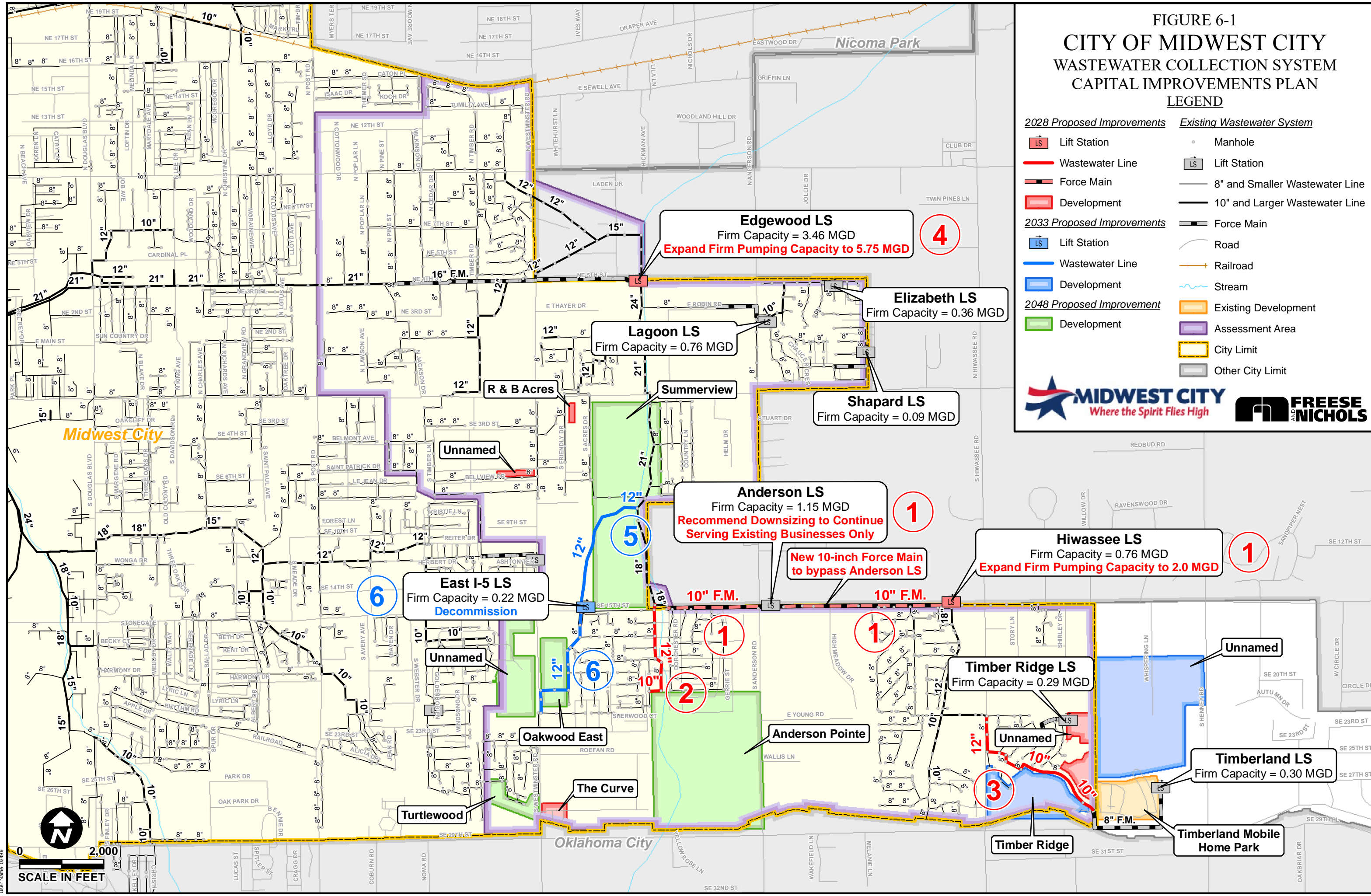
All projects are developed in accordance with ODEQ standards and the design criteria as outlined in **Section 5.1**. The sizing of these projects is determined by the required capacity as projected by the hydraulic model. Projects are prioritized and phased by hydraulic requirements and projected development. Results of the lift station field inspection are also incorporated into project priority to address identified condition issues. However, project implementation may vary, and final prioritization will be determined by City staff and the design engineer. In general, the short-term phase corresponds to approximately a ten-year period and the long-term phase runs through the 2045 planning period.

Locations for new collector mains and other recommended improvements shown were investigated for feasibility but generalized for hydraulic analysis and planning purposes. Specific alignments and sites will be determined as part of the design process. Unless specified, the recommended diameters are for full pipe replacement and include decommissioning the existing line. The proposed projects are intended to provide general capacity requirements for the identified improvements, but implementation will be determined during design. In-depth analysis is recommended as part of the design process to determine the condition of the existing line and the cost effectiveness of full replacement or rehabilitation and parallel for each project.

Figure 6-1 shows the developed CIP projects to remedy all identified system deficiencies through the 2045 planning period as determined in the system analysis. Projects initially designated for the short-term planning period are shown in red while long term projects are shown in blue. Brief descriptions of the identified projects are included in this section.

FIGURE 6-1
CITY OF MIDWEST CITY
WASTEWATER COLLECTION SYSTEM
CAPITAL IMPROVEMENTS PLAN
LEGEND

2028 Proposed Improvements		Existing Wastewater System	
	Lift Station		Manhole
	Wastewater Line		Lift Station
	Force Main		8" and Smaller Wastewater Line
	Development		10" and Larger Wastewater Line
	Lift Station		Force Main
	Wastewater Line		Road
	Development		Railroad
	Development		Stream
			Existing Development
			Assessment Area
			City Limit
			Other City Limit



Created By Freese and Nichols, Inc.
 Job No.: MDW22622
 Location: HW, W, PLANNING 01, DELIVERABLES\00_FINAL_REPORT\Figure_6-1_Wastewater_System_CIP.mxd
 Updated: Monday, July 17, 2023 3:47:32 PM
 User Name: jz499

Project 1: Expand Hiwassee Lift Station to 2.0 MGD

The Hiwassee Lift Station will be upsized from a firm capacity of 0.76 MGD to 2.0 MGD. The 10-inch force main will begin at the Hiwassee Lift Station and follow Southeast 15th Street west until connecting with an existing 18-inch wastewater line. This force main will replace the existing 8-inch force main. Expanding the Hiwassee Lift Station will help to accommodate additional flow from the proposed developments in the southeast corner of the assessment area.

Triggers

Contributing Developments:

- Unnamed (I)
- Timber Ridge Pointe Section 5
- Timber Ridge

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 2: 10- and 12-inch Sewer Lines along Lakeside Drive

The proposed 10-inch line will begin at the cul-de-sac of Lakeside Drive and flow briefly east before heading north past a detention pond. It will upsize to a 12-inch line and continue north past another detention pond until crossing Southeast 15th Street and connecting with an existing 18-inch line. The proposed lines will replace an existing 8-inch line. The proposed 10-inch wastewater line will serve additional flow coming from the proposed Anderson Pointe development.

Triggers

Contributing Developments:

- Anderson Pointe

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 3: 10- and 12-inch Sewer Lines along Timber Ridge Boulevard

The proposed 10-inch line will begin near the intersection of Southeast 29th Street and Timber Ridge Boulevard, and will follow Timber Ridge Boulevard northwest until upsizing to a 12-inch line when it reaches Red Oak Drive. The 12-inch line continues along Timber Ridge Boulevard until turning north and following South Hiwassee Road, stopping when it reaches Austrian Pine Drive. The proposed lines will replace an existing 8-inch line. The proposed 10- and 12-inch wastewater lines will convey additional flow from the Timberland Lift Station.

Triggers

Contributing Developments:

- Unnamed (I)
- Timber Ridge Pointe Section 5
- Timber Ridge

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 4: Expand Edgewood Lift Station to 5.75 MGD

The Edgewood Lift Station will be upsized from a firm capacity of 3.46 MGD to 5.75 MGD. Expanding the Edgewood Lift Station will help to accommodate additional flow from the proposed developments.

Triggers

Contributing Developments:

- Anderson Pointe
- Unnamed (B)
- Oakwood East
- Summerview
- Unnamed (E)
- R&B Acres
- Timber Ridge
- Timber Ridge Pointe Section 5
- Unnamed (I)
- Turtlewood
- The Curve

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 5: 12-inch Sewer Line Downstream of the East 1-5 Lift Station

The proposed 12-inch wastewater line will flow northeast from the East 1-5 Lift Station until connecting with the existing 18-inch line just southwest of Surrey Lane. The proposed 12-inch wastewater line will redirect flow from the East 1-5 Lift Station north without the use of a force main.

Triggers

*This project runs through the Summerview Development, which will be a significant driver for project initiation. It will also allow for the decommissioning of the East 1-5 Lift Station.

Contributing Developments:

- Summerview
- Turtlewood
- The Curve
- Oakwood East
- Unnamed (B)

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



Project 6: 12-inch Sewer Line and Decommission East 1-5 Lift Station

The proposed 12-inch line will begin slightly north of the intersection of Sheffield Street and South Westminster Road, and goes northeast until crossing Southeast 15th Street and reaching the East 1-5 Lift Station. This line will replace an existing 8-inch line. The East 1-5 Lift Station will be decommissioned. The 12-inch wastewater line will help to accommodate additional flow from developments in the southwest corner of the assessment area. The decommissioning of the East 1-5 Lift Station will help to consolidate operations.

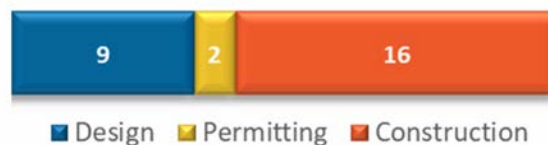
Triggers

Contributing Developments:

- Turtlewood
- The Curve
- Oakwood East
- Unnamed (B)

Project Timing

The following is an estimate of the approximate project schedule including time for design, permitting, and construction, in terms of months.



6.2 PLANNING LEVEL PROJECT COST ESTIMATES

Planning level cost estimates were developed for the recommended improvements. The cost estimating process was developed according to the American Association of Cost Engineers (AACE) Estimate Class 5. This corresponds to a maturity level of project design deliverables of approximately five percent. Estimates are developed to be conservative for budgeting purposes, but actual project costs may vary. The costs are provided as estimates based on previous similar engineering experience in 2023 dollars and include an allowance for engineering, surveying, and contingencies. The project cost estimates do not include an allowance for land or right of way acquisition, adjacent collection lines impacted by the project, individual service connections, permitting, construction allowances, or other unique project specific costs beyond “typical” project requirements. Unit costs were developed based on engineering experience and analysis of recent, local bid tabs. These unit costs account for various appurtenances included with each item and are higher than the simple cost of the material. Additionally, unit costs incorporate existing market conditions, and future changes to material supply and construction demand will affect project costs. These costs are for planning and budgeting purposes only and are not to be considered as a detailed opinion of probable construction cost. **Table 6-1** summarizes the estimated project costs by phase. Detailed and itemized descriptions of all the CIP projects and associated costs are shown in **Appendix B**.

Table 6-1: CIP Estimated Cost Summary

Project Number	Project Name	Cost
Short Term Projects		
1	Expand Hiwassee Lift Station; 10-inch Force Main	\$ 6,727,500
2	10- and 12-inch Sewer Lines along Lakeside Drive	\$ 3,241,200
3	10- and 12-inch Sewer Lines along Timber Ridge Boulevard	\$ 2,685,100
4	Expand Edgewood Lift Station	\$ 11,212,500
Short Term Total		\$ 23,866,300
Long Term Projects		
5	12-inch Sewer Line	\$ 2,158,800
6	12-inch Sewer Line; Decommission East 1-5 Lift Station	\$ 2,816,600
Long Term Total		\$ 4,975,400
CIP Total		\$ 28,841,700

APPENDIX A:
Lift Station Data Sheets

Lift Station Information

Lift Station Name: Edgewood

Year Lift Station Built: 1986

Lift Station Address: 11500 N.E. 5th Street

Type of Structure: Brick/Concrete

Wet Well Capacity: 154,000 gallons

Motor Manufacturer: Marathon

Motor HP: 100

Motor Voltage: 480V 3 Phase

Number of Pumps: 3

Pump Type (Sub., Vert. Centr., or Horiz. Centr.): Horizontal Pump

Pump GPM: 1200 GMP @ 150' TDH

Pump Model Number: 61-24829

Pump Serial Number: _____

Pump Serial Number: _____

Pump Serial Number: _____

Wetwell Influent Pipe Size: 24"

Wetwell Discharge Pipe Size: 16"

Generator Installed (Yes or No): Yes

Generator Size (Kw): 300

Generator Manufacturer: Onan

Generator Model Number: 300.00DDFM-17R/27619N

Alarm: Raco - Alarm Agent

Trans Switch Model/Serial Number: Onan- LTLCA200 39U/26504G

OG&E Account Number: 831-757

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Lagoon

Year Lift Station Built: 1986/New pumps installed 6/20/2019 and 7/9/2019

Lift Station Address: 414 N. Anderson Rd.

Type of Structure: Brick/Concrete

Wet Well Capacity: 6,060 gallons

Motor Manufacturer: Vaughan Co., Inc.

Motor HP: 25

Motor Voltage: 230V/3 Phase/60 Hz

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 525 GMP @ 75' TDH

Pump Model Number: S4S3-230V-100

Pump Serial Number: 146985A-05/19

Pump Serial Number: 146985B-05/19

Wet Well Influent Pipe Size: 10" & 8"

Wet Well Discharge Pipe Size: 6"

Generator Installed (Yes or No): Yes

Generator Size (Kw): 30

Generator Manufacturer: Onan

Generator Model Number: HF1B5103

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: 814600

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Shapard

Year Lift Station Built: 1978 Rebuilt in 2010

Lift Station Address: 201 1/2 Shapard Dr.

Type of Structure: Fiberglass/Concrete

Wet Well Capacity: 3,000 gallons

Motor Manufacturer: Baldor

Motor HP: 6.5

Motor Voltage: 220V 3 Phase

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 60 GMP @ 52' TDH

Pump Model Number: 3102 SH

Pump Serial Number: 3102.818-0960594/33102.181-1442/257

Pump Serial Number: 3102.818-0960595/33102.181-1442

Wet Well Influent Pipe Size: 8"

Wet Well Discharge Pipe Size: 4"

Generator Installed (Yes or No): Yes

Generator Size (Kw): _____

Generator Manufacturer: Cummins

Generator Model Number: GGHE-2117039

Generator Serial Number: L090070941 Spec J.

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: OTECA-2075071/K09006749A Spec A.

OG&E Account Number: 818073

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: 15th & Hiwassee

Year Lift Station Built: 1987/Refurbished 2018

Lift Station Address: 12800 S.E. 15th Street

Type of Structure: Brick/Cement

Wet Well Capacity: 5,500 gallons

Motor Manufacturer: Vaughan

Motor HP: 25

Motor Voltage: 230V 3 Phase

Number of Pumps: 2

Pump Type (Sub., Vert. Centr., or Horiz. Centr.): Submersible

Pump GPM: 525 GMP @ 76' TDH

Pump Model Number: S4S3-230V-100

Pump Serial Number: 140088A

Pump Serial Number: 140088B

Wet Well Influent Pipe Size: 12" westside, 18" southside

Wet Well Discharge Pipe Size: 6"

Generator Installed (Yes or No): Yes

Generator Size (Kw): 30

Generator Manufacturer: Onan

Generator Model Number: 30.0D16-15R1253260

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: Onan/ONCV 600G 24G

OG&E Account Number: 676752-9

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: 15th & Anderson

Year Lift Station Built: 1987/Refurbished 2018

Lift Station Address: 12100 S.E. 15th Street

Type of Structure: Brick/Cement

Wet Well Capacity: 6,205 gallons

Motor Manufacturer: Ebara

Motor HP: 25

Motor Voltage: 220V 3 Phase

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 800 GMP @ 44' TDH

Pump Model Number: H87132-2 Date 7-87

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: 10"

Wet Well Discharge Pipe Size: 6"

Generator Installed (Yes or No): Yes

Generator Size (Kw): 30

Generator Manufacturer: Onan

Generator Model Number: 30.0D16-15R1253260

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: 676588-7

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Elizabeth St.

Year Lift Station Built: 1994

Lift Station Address: 12401 Elizabeth Dr.

Type of Structure: Steel/Cement

Wet Well Capacity: 1400 gallons

Motor Manufacturer: Flygt

Motor HP: 2.4

Motor Voltage: 220V

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): _____

Pump GPM: 250 GMP

Pump Model Number: 3085.181-4336

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: 8"

Wet Well Discharge Pipe Size: 4"

Generator Installed (Yes or No): No

Generator Size (Kw): N/A

Generator Manufacturer: N/A

Generator Model Number: N/A

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: 818624

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: East 1-5

Year Lift Station Built: 1995

Lift Station Address: 11246 S.E. 15th Street

Type of Structure: Fiberglass/Cement

Wet Well Capacity: 3,000 gallons

Motor Manufacture: GE 5K256JG202A

Motor HP: 20

Motor Voltage: 220V 3 Phase

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 150 GMP @ 102' TDH

Pump Model Number: EYG47678

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: 12"

Wet Well Discharge Pipe Size: 4" into a 6" force main line.

Generator Installed (Yes or No): Yes

Generator Size (Kw): _____

Generator Manufacturer: Cummins

Generator Model Number: GGHF-2117035

Generator Serial Number: _____

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: 660349-2

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Timber Ridge

Year Lift Station Built: 2012

Lift Station Address: 131?? Red Oak Dr. (Timber Ridge Addition at the end of Red Oak Dr.)

Type of Structure: Fiberglass/Cement

Wet Well Capacity: 3,300 gallons

Motor Manufacturer: Gorman-Rupp

Motor HP: 17

Motor Voltage: 460V 3 Phase

Number of Pumps: 2

Pump Type (Sub., Vert. Centr., or Horiz. Centr.): Submersible

Pump GPM: 200 GMP @ 100' TDH

Pump Model Number: JSV3L60-E17

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: 8"

Wet Well Discharge Pipe Size: 4" pipe - pumps are 3" discharge

Generator Installed (Yes or No): Yes

Generator Size (Kw): 80

Generator Manufacturer: Generac

Generator Model Number: 13493380100

Generator Serial/Type Number: 2112740/SG0080KG036.8N23HBYYA

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: Meter # 1060137

*updated as of 1/18/2023 by SJ

Lift Station Information

Lift Station Name: Timberland M.H.P

Year Lift Station Built: February 19, 2015

Lift Station Address: 13501 S.E. 29th Street, Choctaw, OK 73020

Type of Structure: Fiberglass/Cement

Wet Well Capacity: 3,300 gallons

Motor Manufacturer: Gorman-Rupp

Motor HP: 20

Motor Voltage: 460V/3 Phase/60Hz

Number of Pumps: 2

Pump Type (sub., vert. centr., or horiz. centr.): Submersible

Pump GPM: 210 GMP @ 85' TDH

Pump Model Number: Hayward-Gordon CHOPX4B-S

Pump Serial Number: _____

Pump Serial Number: _____

Wet Well Influent Pipe Size: _____

Wet Well Discharge Pipe Size: 6 inch piping with 4" in bypass

Generator Installed (Yes or No): Yes

Generator Size (Kw): 100

Generator Manufacturer: Generac - Diesel

Generator Model Number: 18475290100

Generator Serial/Type Number: _____

Alarm: Raco - Alarm Agent

Transfer Switch Model/Serial Number: _____

OG&E Account Number: _____

*updated as of 1/19/2023 by SJ

**APPENDIX B:
CIP Cost Estimate Project Sheets**

Appendix B: CIP Cost Estimate Project Sheets

All projects were developed in accordance with ODEQ standards and the design criteria as outlined in **Section 5.1**. The sizing of these projects was solely determined by the required capacity as projected by the hydraulic model. Projects are loosely prioritized and phased by hydraulic requirements and projected development. Results of the lift station field inspection are also incorporated into project priority to address identified condition issues. However, project implementation may vary, and final prioritization will be determined by City staff and the design engineer. In general, the short-term phase corresponds to approximately a ten-year period and the long-term phase runs through the 2045 planning period. Locations for new collector mains and other recommended improvements shown were investigated for feasibility but generalized for hydraulic analysis and planning purposes.

Planning level cost estimates were developed for the recommended improvements. The cost estimating process was developed according to the American Association of Cost Engineers (AACE) Estimate Class 5. This corresponds to a maturity level of project design deliverables of approximately five percent. Estimates are developed to be conservative for budgeting purposes, but actual project costs may vary. The costs are provided as estimates based on previous similar engineering experience in 2021 dollars and include an allowance for engineering, surveying, and contingencies. The project cost estimates do not include an allowance for land or right of way acquisition, adjacent collection lines impacted by the project, individual service connections, permitting, construction allowances, or other unique project specific costs beyond "typical" project requirements. Unit costs were developed based on engineering experience and analysis of recent, local bid tabs. These unit costs account for various appurtenances included with each item and are higher than the simple cost of the material. Additionally, unit costs incorporate existing market conditions, and future changes to material supply and construction demand will affect project costs. These costs are for planning and budgeting purposes only and are not to be considered as a detailed opinion of probable construction cost.

Capital Improvement Cost Estimate July 25, 2023

Construction Project Number: 1 **Phase:** Short

Project Name: Expand Hiwassee Lift Station; 10-inch Force Main

Project Description:

The Hiwassee Lift Station will be upsized from a firm capacity of 0.76 MGD to 2.0 MGD. The 10-inch force main will begin at the Hiwassee Lift Station and follow Southeast 15th Street west until connecting with an existing 18-inch wastewater line. This force main will replace existing 8-inch force mains.

Vicinity Map

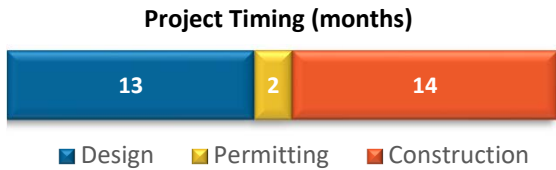


Project Drivers:

Expanding the Hiwassee Lift Station will help to accommodate additional flow from the proposed developments in the southeast corner of the assessment area.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station - New 2 MGD	1	LS	\$ 3,000,000	\$ 3,000,000
2	10" Force Main < 8 feet deep	7,500	LF	\$ 200	\$ 1,500,000
				SUBTOTAL:	\$ 4,500,000
				CONTINGENCY	30%
				SUBTOTAL:	\$ 5,850,000
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 6,727,500
				Estimated Project Total:	\$ 6,727,500

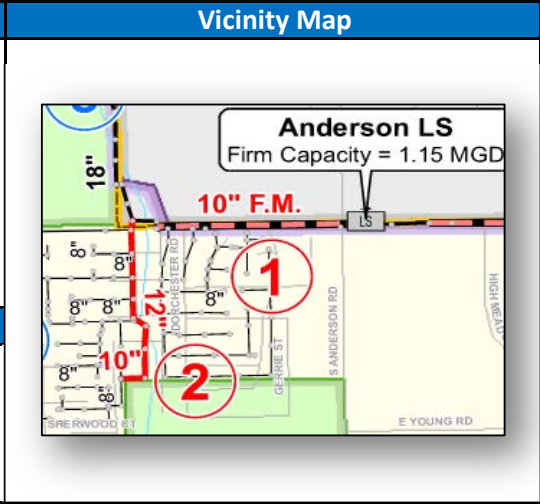


Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

Capital Improvement Cost Estimate
July 25, 2023
Construction Project Number: 2
Phase: Short
Project Name: 10- and 12-inch Sewer Lines along Lakeside Drive

Project Description:

The proposed 10-inch line will begin at the culdesac of Lakeside Drive and go briefly east before heading north past a detention pond. It will upsize to a 12-inch line and continue north past another detention pond until crossing Southeast 15th Street and connecting with an existing 18-inch line. The proposed lines will replace an existing 8-inch line.

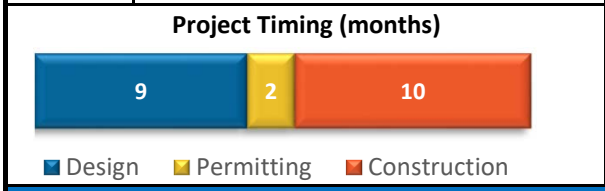


Project Drivers:

The proposed 10-inch wastewater line addresses additional flow coming from the proposed Anderson Pointe development.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10" Pipe 8- 16 feet deep	1,300	LF	\$ 300	\$ 390,000
2	12" Pipe 8- 16 feet deep	1,500	LF	\$ 360	\$ 540,000
3	18" Boring and Casing	400	LF	\$ 900	\$ 360,000
4	20" Boring and Casing	800	LF	\$ 1,000	\$ 800,000
5	Concrete Pavement Repair	200	LF	\$ 90	\$ 18,000
6	48" Diameter Manhole	5	EA	\$ 12,000	\$ 60,000



SUBTOTAL:		\$	2,168,000
CONTINGENCY	30%	\$	650,400
SUBTOTAL:		\$	2,818,400
ENG/SURVEY	15%	\$	422,800
SUBTOTAL:		\$	3,241,200

Estimated Project Total: \$ 3,241,200

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

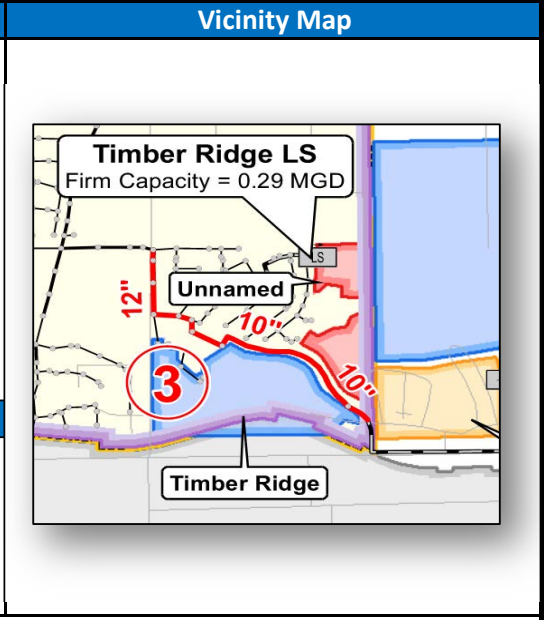
Capital Improvement Cost Estimate July 25, 2023

Construction Project Number: **3** Phase: Short

Project Name: **10- and 12-inch Sewer Lines along Timber Ridge Boulevard**

Project Description:

The proposed 10-inch line will begin near the intersection of Southeast 29th Street and Timber Ridge Boulevard, and will follow Timber Ridge Boulevard northwest until upsizing to a 12-inch line when it reaches Red Oak Drive. The 12-inch line continues along Timber Ridge Boulevard until turning north and following South Hiwassee Road, stopping when it reaches Austrian Pine Drive. The proposed lines will replace an existing 8-inch line.




Project Drivers:

The proposed 10- and 12-inch wastewater lines address additional flow coming from the Timberland Lift Station.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10" Pipe 8- 16 feet deep	3,100	LF	\$ 300	\$ 930,000
2	12" Pipe 8- 16 feet deep	1,500	LF	\$ 360	\$ 540,000
3	20" Boring and Casing	200	LF	\$ 1,000	\$ 200,000
4	Concrete Pavement Repair	200	LF	\$ 90	\$ 18,000
5	48" Diameter Manhole	9	EA	\$ 12,000	\$ 108,000
SUBTOTAL:					\$ 1,796,000
CONTINGENCY				30%	\$ 538,800
SUBTOTAL:					\$ 2,334,800
ENG/SURVEY				15%	\$ 350,300
SUBTOTAL:					\$ 2,685,100
Estimated Project Total:					\$ 2,685,100

Project Timing (months)



■ Design ■ Permitting ■ Construction

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

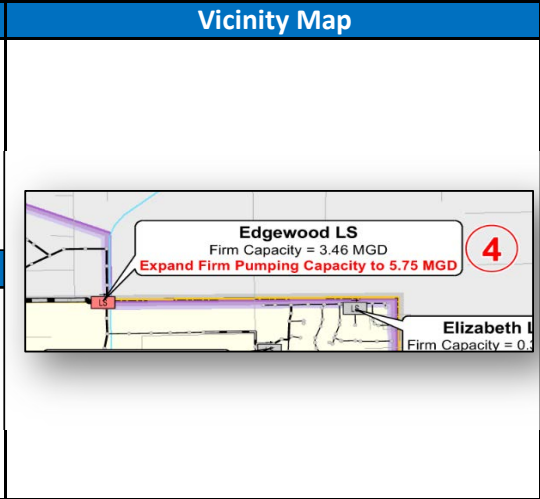
Capital Improvement Cost Estimate July 25, 2023

Construction Project Number: **4** Phase: Short

Project Name: **Expand Edgewood Lift Station**

Project Description:

The Edgewood Lift Station will be upsized from a firm capacity of 3.46 MGD to 5.0 MGD.




Project Drivers:

Expanding the Edgewood Lift Station will help to accommodate additional flow from all proposed developments.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station - New 5 MGD	1	LS	\$ 7,500,000	\$ 7,500,000
SUBTOTAL:					\$ 7,500,000
				CONTINGENCY 30%	\$ 2,250,000
SUBTOTAL:					\$ 9,750,000
				ENG/SURVEY 15%	\$ 1,462,500
SUBTOTAL:					\$ 11,212,500
Estimated Project Total:					\$ 11,212,500

Project Timing (months)



■ Design ■ Permitting ■ Construction

Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

City of Midwest City



Capital Improvement Cost Estimate

July 25, 2023

Construction Project Number: 5

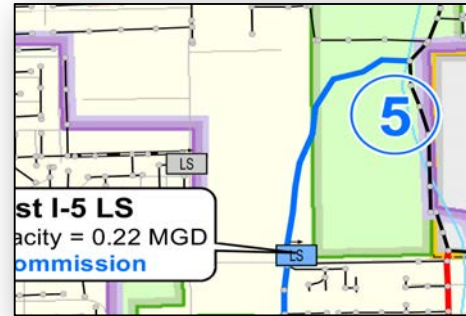
Phase: Long

Project Name: 12-inch Sewer Line

Project Description:

The proposed 12-inch wastewater line will flow northeast from the East 1-5 Lift Station until connecting with the existing 18-inch line just southwest of Surrey Lane.

Vicinity Map



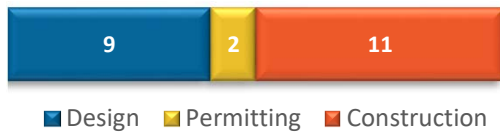
Project Drivers:

The proposed 12-inch wastewater line will redirect flow from the East 1-5 Lift Station north without the use of a force main.

Opinion of Probable Construction Cost

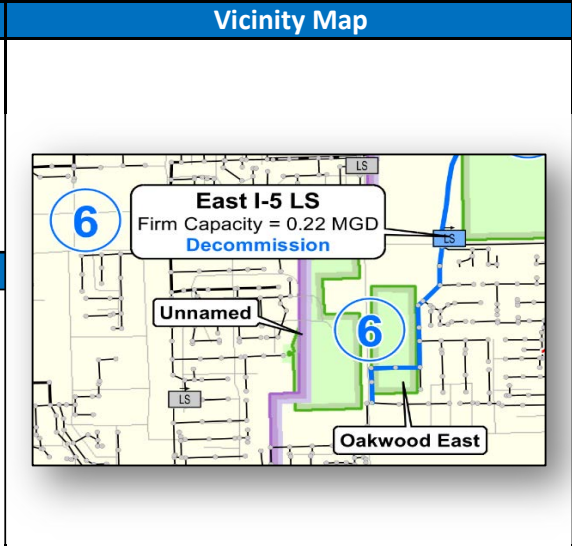
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe 8- 16 feet deep	3,500	LF	\$ 360	\$ 1,260,000
2	20" Boring and Casing	100	LF	\$ 1,000	\$ 100,000
3	48" Diameter Manhole	7	EA	\$ 12,000	\$ 84,000
				SUBTOTAL:	\$ 1,444,000
				CONTINGENCY	30%
				SUBTOTAL:	\$ 1,877,200
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 2,158,800
				Estimated Project Total:	\$ 2,158,800

Project Timing (months)



Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.

Project Description:
The proposed 12-inch line will begin slightly north of the intersection of Sheffield Street and South Westminster Road, and goes northeast until crossing Southeast 15th Street and reaching the East 1-5 Lift Station. This line will replace an existing 8-inch line. The East 1-5 Lift Station will be decommissioned.

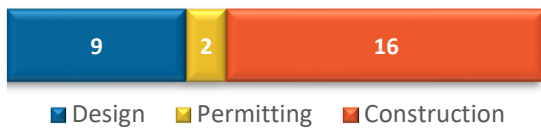


Project Drivers:
The 12-inch wastewater line will help to accommodate additional flow from developments in the southwest corner of the assessment area. The decommissioning of the East 1-5 Lift Station will help to consolidate operations.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Decommission Lift Station	1	LS	\$ 250,000	\$ 250,000
2	12" Pipe 8- 16 feet deep	3,700	LF	\$ 360	\$ 1,332,000
3	20" Boring and Casing	200	LF	\$ 1,000	\$ 200,000
4	Concrete Pavement Repair	200	LF	\$ 90	\$ 18,000
5	48" Diameter Manhole	7	EA	\$ 12,000	\$ 84,000
				SUBTOTAL:	\$ 1,884,000
CONTINGENCY				30%	\$ 565,200
				SUBTOTAL:	\$ 2,449,200
ENG/SURVEY				15%	\$ 367,400
				SUBTOTAL:	\$ 2,816,600
				Estimated Project Total:	\$ 2,816,600

Project Timing (months)



Comments: FNI OPCC does not include any factors to account for the ongoing COVID-19 government enforced closures worldwide which could potentially impact material, equipment, and/or labor costs on the project. In addition, the impact on construction schedules due to the COVID-19 pandemic is unknown.



MUNICIPAL AUTHORITY AGENDA

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

August 22, 2023 – 6:01 PM

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

A. CALL TO ORDER.

B. 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 approving the July 25, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$220,000. Storm Water Quality Fund, expenditures/Storm Water (61) \$132,250. Cap Water Imp – Walker Fund, expenditures/Capital Water Imp (49) \$424,116. Const Loan Payment Rev Fund, expenditures/Water Department (42) \$3,057,752. Sewer Construction Fund, expenditures/Sewer Construction (46) \$10,040. Utility Services Fund, expenditures/Utility Services (50) \$33,508. Cap. Sewer Imp. – Stroth Fund, expenditures/Sewer Improvements (44) \$399,721. MWC Sanitation Department Fund, expenditures/Sanitation Department (41) \$1,034,963. MWC Water Department Fund, expenditures/Water Department (42) \$288,925. MWC Sewer Department Fund, expenditures/Sewer Department (43) \$764,951. FF&E Reserve Fund, expenditures/Hotel/Conf Center (40) \$287,976. John Conrad Regional Golf Fund, expenditures/John Conrad Regional Golf (47) \$2,000. (Finance - T. Cromar)
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Sewer Improvements Fund, expenditures/Sewer Improvements (44) \$41,691. Water Fund, expenditures/Water (42) \$10,667. Sanitation Fund, revenue/Transfers In (41) \$59,531. Capital Water Improvements Fund, expenditures/Capital Water Improvements (49) \$220,000. (Finance - T. Cromar)

- 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. 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 July 31, 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

July 25, 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.

Vice-Chairman Pat Byrne called the meeting to order at 9:46 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Chairman Dukes

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

1. Discussion, consideration, and possible action of approving the June 27, 2023 minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Sewer Construction Fund, expenditures/Sewer Construction (46) \$15,567.
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Customer Deposits Fund, revenues/Investment Interest (00) \$2,151; expenditures/Transfers Out (00) \$2,151. MWC Water Department Fund, (01) revenues/Transfers In (00) \$2,151.
4. Discussion, consideration and possible action of approving Resolution MA 2023-07 for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023.
5. Discussion, consideration, and possible action of approving a contract renewal, with modification, for FY 23-24 with Norit Americas Inc. for Lignite Granular Activated Carbon.

DISCUSSION ITEM.

1. **Discussion, consideration, and possible action of approving a contract amendment from Republic Services that would provide three more years of residential curbside single-stream recycling services to Midwest City customers.**

Streets and Crystal Bennett with Republic Services addressed Trustees. After discussion, Eads made a motion to approve the contract, seconded by Bana. Voting aye: Eads, Byrne, Dawkins, Reed, Bana and Favors. Nay: none. Absent: Dukes.

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

ADJOURNMENT.

There being no further business, Vice-Chairman Byrne adjourned the meeting at 10:08 PM.

ATTEST:

PAT BYRNE, Vice Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 22, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$220,000. Storm Water Quality Fund, expenditures/Storm Water (61) \$132,250. Cap Water Imp – Walker Fund, expenditures/Capital Water Imp (49) \$424,116. Const Loan Payment Rev Fund, expenditures/Water Department (42) \$3,057,752. Sewer Construction Fund, expenditures/Sewer Construction (46) \$10,040. Utility Services Fund, expenditures/Utility Services (50) \$33,508. Cap. Sewer Imp. – Stroth Fund, expenditures/Sewer Improvements (44) \$399,721. MWC Sanitation Department Fund, expenditures/Sanitation Department (41) \$1,034,963. MWC Water Department Fund, expenditures/Water Department (42) \$288,925. MWC Sewer Department Fund, expenditures/Sewer Department (43) \$764,951. FF&E Reserve Fund, expenditures/Hotel/Conf Center (40) \$287,976. John Conrad Regional Golf Fund, expenditures/John Conrad Regional Golf (47) \$2,000.

The first through twelfth supplements are needed to roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 22, 2023

Fund CAPITAL DRAINAGE IMP (060)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
72	Drainage Improvements			220,000	
		<u>0</u>	<u>0</u>	<u>220,000</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund STORM WATER QUALITY (061)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Storm Water			132,250	
		<u>0</u>	<u>0</u>	<u>132,250</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund CAP WATER IMP - WALKER (172)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
49	Capital Water Imp			424,116	
		<u>0</u>	<u>0</u>	<u>424,116</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund CONST LOAN PAYMENT REV (178)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water Department			3,057,752	
		<u>0</u>	<u>0</u>	<u>3,057,752</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

August 22, 2023

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
46	Sewer Construction			10,040	
		0	0	10,040	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund UTILITY SERVICES (187)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Utility Services			33,508	
		0	0	33,508	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund CAP. SEWER IMP. - STROTH (188)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
44	Sewer Improvements			399,721	
		0	0	399,721	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund MWC SANITATION DEPARTMENT (190)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation Department			1,034,963	
		0	0	1,034,963	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

August 22, 2023

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
42	Water Department			288,925	
		<u>0</u>	<u>0</u>	<u>288,925</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund MWC SEWER DEPARTMENT (192)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
43	Sewer Department			764,951	
		<u>0</u>	<u>0</u>	<u>764,951</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund FF&E RESERVE (196)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
40	Hotel/Conf Center			287,976	
		<u>0</u>	<u>0</u>	<u>287,976</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

Fund JOHN CONRAD REGIONAL GOLF (197)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
47	John Conrad Regional Golf			2,000	
		<u>0</u>	<u>0</u>	<u>2,000</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 22, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Sewer Improvements Fund, expenditures/Sewer Improvements (44) \$41,691. Water Fund, expenditures/Water (42) \$10,667. Sanitation Fund, revenue/Transfers In (41) \$59,531. Capital Water Improvements Fund, expenditures/Capital Water Improvements (49) \$220,000.

The first supplement is needed to budget amendment #2 to engineering contract for Sewer Lift Station Study Project. The second supplement is needed to adjust budget for insurance expense in Water Fund to match budgeted revenue in Risk Fund. The third supplement is needed budget transfer into Sanitation Fund from Grants Fund for revenue to be received from ACOG Front Load CNG Collection Truck Grant. The fourth supplement is needed to budget engineering and construction cost of Reed Waterline Project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 22, 2023

Fund CAPITAL SEWER IMPROVEMENTS (188)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
44	Sewer Improvements			41,691	
		<u>0</u>	<u>0</u>	<u>41,691</u>	<u>0</u>

Explanation:
To budget amendment #2 to engineering contract for Sewer Lift Station Study Project. Funding to come from fund balance.

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			10,667	
		<u>0</u>	<u>0</u>	<u>10,667</u>	<u>0</u>

Explanation:
To correct budget for insurance expense in Water Fund to match corresponding insurance revenue budget in Risk Fund. Funding to come from fund balance.

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Transfers In	59,531			
		<u>59,531</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To budget transfer in from Grants Fund for revenue to be received from ACOG Front Load CNG Collection Grant.

SUPPLEMENTS

August 22, 2023

Fund CAPITAL WATER IMPROVEMENTS (172)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
49	Capital Water Improvs.			220,000	
		<u>0</u>	<u>0</u>	<u>220,000</u>	<u>0</u>

Explanation:
To budget engineering and construction cost for Reed Waterline Project. Funding to come from fund balance.



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: August 22, 2023

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending July 31, 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	-	-	-	-	-	-	-	-	-	-	-
Actual (MTD)	261,357	-	-	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	410,419	410,419	410,419	410,419	410,419	410,419	410,419	410,419	410,419	410,419	410,419	410,419
Actual (YTD)	261,357	261,357	261,357	261,357	261,357	261,357	261,357	261,357	261,357	261,357	261,357	261,357

Expenses												
Budgeted (MTD)	354,409	-	-	-	-	-	-	-	-	-	-	-
Actual (MTD)	277,604	-	-	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	354,409	354,409	354,409	354,409	354,409	354,409	354,409	354,409	354,409	354,409	354,409	354,409
Actual (YTD)	277,604	277,604	277,604	277,604	277,604	277,604	277,604	277,604	277,604	277,604	277,604	277,604

Revenue vs. Expenses												
Budgeted (MTD)	56,010	-	-	-	-	-	-	-	-	-	-	-
Actual (MTD)	(16,246)	-	-	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	56,010	56,010	56,010	56,010	56,010	56,010	56,010	56,010	56,010	56,010	56,010	56,010
Actual (YTD)	(16,246)	(16,246)	(16,246)	(16,246)	(16,246)	(16,246)	(16,246)	(16,246)	(16,246)	(16,246)	(16,246)	(16,246)

Key Indicators												
Hotel Room Revenue	174,426	-	-	-	-	-	-	-	-	-	-	-
Food and Banquet Revenue	58,116	-	-	-	-	-	-	-	-	-	-	-

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

August 22, 2023 – 6:02 PM

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

A. CALL TO ORDER.

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

1. Discussion, consideration and possible action approving the July 25, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$21,800,351. (Finance - T. Cromar)

C. DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve a resolution declaring 2818, 2820 and 2824 Parklawn DR (a/k/a ± 68,198 ft.² located in the South Half of the Southeast Quarter of Section 34, Township 12 North, Range 2 West, I.M.) as surplus; and exchanging said property with SSM Healthcare of Oklahoman, Inc. for 601 National AV (a/k/a ± 72,310 ft.² located in the Northeast Quarter of the Southeast Quarter of Section 34, Township 12, North Range 2 West, I.M. (Economic Development - R. Coleman)
2. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda

for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

E. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of the real property located within the City near 8800 - 8832 SE 29th ST (a/k/a +/- 13.28 acres located in the NE/4, NE/4, Sec. 14, T11N, R02W, I.M., Oklahoma County, OK); and 2) in open session, authorizing the General Manager/Administrator to take action as appropriate based on the discussion in executive session. (General Manager - T. Lyon)

F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

July 25, 2023

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

Vice-Chairman Pat Byrne called the meeting to order at 10:08 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Chairman Dukes

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

1. Discussion, consideration, and possible action of approving the June 27, 2023 minutes.
2. Discussion, consideration and possible action for adoption of Resolution HA2023-03 for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budget as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023.

DISCUSSION ITEM.

1. **Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.**

No Action Taken

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

ADJOURNMENT.

There being no further business, Vice Chairman Byrne adjourned the meeting at 10:09PM.

ATTEST:

PAT BYRNE, Vice-Chairman

SARA HANCOCK, Secretary



Finance

100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1245
tcromar@MidwestCityOK.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 22, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$21,800,351.

This supplement is needed to roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year.

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 22, 2023

Fund MWC HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			21,800,351	
		<u>0</u>	<u>0</u>	<u>21,800,351</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.



DISCUSSION ITEMS





Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: August 22, 2023

Subject: Discussion, consideration and possible action to approve a resolution declaring 2818, 2820 and 2824 Parklawn DR (a/k/a \pm 68,198 ft.² located in the South Half of the Southeast Quarter of Section 34, Township 12 North, Range 2 West, I.M.) as surplus; and exchanging said property with SSM Healthcare of Oklahoman, Inc. for 601 National AV (a/k/a \pm 72,310 ft.² located in the Northeast Quarter of the Southeast Quarter of Section 34, Township 12, North Range 2 West, I.M.

The Authority owns approximately 1.56 acres located at 2818, 2820 and 2824 Parklawn Drive that were acquired in 2021, shortly after SSM Healthcare assumed the lease of the Midwest City Memorial Hospital. SSM Healthcare owns 1.66 acres located at 601 National AV it would like to exchange for property in closer proximity to the Hospital.

The *'Parklawn Drive – National Avenue Revitalization Plan & Design Code'* created by TSW Planning (5/2022), envisions medical-related redevelopment of the Authority property on Parklawn Drive while it forecasts mixed uses on National Avenue. Since SSM is better suited to promote medical development, and the Authority is better prepared to promote commercial and residential growth, a property exchange is proposed between the two parties.

A recently completed professional appraisal revealed the properties are equal in value.

If the attached resolution is approved, each party must absorb its own closing costs, which are estimated at less than \$5000 each.

Staff recommends approving the attached resolution.

Respectfully,

Tim Lyon, General Manager/Administrator

Enc: Resolution
Real Estate Agreement
Appraisals

RESOLUTION NO. HA 2023 -

A RESOLUTION OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY DECLARING 2818, 2820 AND 2824 PARKLAWN DRIVE AS SURPLUS; APPROVING THAT CERTAIN “AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY” LOCATED AT 601 NATIONAL AVENUE; BY AND BETWEEN THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AND SSM HEALTHCARE OF OKLAHOMA, INC. (THE “REAL ESTATE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE REAL ESTATE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Midwest City Memorial Hospital Authority, an Oklahoma public trust (hereinafter, the “Authority”), in its effort to create jobs and to expand local economic development opportunities previously acquired the property at 2818 – 2824 Parklawn Drive (See Exhibit ‘A’) for redevelopment purposes; and

WHEREAS, SSM Healthcare of Oklahoma, Inc., an Oklahoma non-profit corporation (hereinafter, “SSM”), seeks to acquire 2818 – 2824 Parklawn Drive for the purpose of constructing a medical office building; and

WHEREAS, SSM, owns real property at 601 National Avenue in Midwest City, Oklahoma (hereinafter, the “SSM Property”) (See Exhibit ‘B’), the Authority has targeted for development of residential and/or commercial purposes; and

WHEREAS, both parties agree to those terms contained in a certain “Agreement for the Exchange of Real Property”, by and between the Authority and the SSM (hereinafter, the “Real Estate Agreement”); and

WHEREAS, the Trustees of the Midwest City Memorial Hospital Authority have determined that it is in the best interests of the residents of Midwest City, Oklahoma that the Real Estate Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, AS FOLLOWS:

SECTION 1. Declaring the Property as Surplus. The Trustees of the Midwest City Memorial Hospital Authority hereby declare 2818, 2820 and 2824 described on Exhibit ‘A’ as surplus, and authorize the General Manager/Administrator to exchange the property as provided for in the Real Estate Agreement.

SECTION 2. Approving the Terms and Conditions of the Real Estate Agreement. The Trustees of the Midwest City Memorial Hospital Authority hereby approve that certain “Agreement for the Exchange of Real Property”, dated as of its date of execution, by and between the Midwest City Memorial Hospital Authority and SSM (the “Real Estate Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of the Midwest City Memorial Hospital Authority.

SECTION 3. Authorizing and Directing Execution and Delivery of the Real Estate Agreement and All Related Instruments. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Real Estate Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Real Estate Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Memorial Hospital Authority this _____ day of August, 2023.

MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY

Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, City Secretary

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

Don Maisch, Counselor

EXHIBIT 'A'

Legal Description for Properties Owned by the Midwest City Memorial Hospital Authority

Parcel 1:

A part of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Starting at the Southeast Corner of Lot One (1), in Block Four (4), of Ridgecrest Country Estates Addition, a subdivision of a part of said Southeast Quarter (SE/4); Thence East parallel to and 50.00 Feet North of the South line of said Section a distance of 340.00 Feet; Thence North along the Easterly line of Parklawn Drive a distance of 484.00 Feet to a point of curvature; Thence continuing Northeasterly along the East line of Parklawn Drive on a curve to the right having a radius of 603.29 Feet an arc distance of 144.60 Feet to the Point or Place of Beginning; Thence continuing Northeasterly along the East line of Parklawn Drive on a curve to the right having a radius of 603.29 Feet and arc distance of 230.07 Feet; Thence South 54°25' East a distance of 140.00 Feet; thence Southerly on a curve to the left having a radius of 463.29 Feet and arc distance of 176.68 Feet; Thence North 76°16' West a distance of 140.00 Feet to the Point or Place of Beginning.

Parcel 2:

A part of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Starting at the Southeast Corner of Lot One (1), in Block Four (4), of Ridgecrest Country Estates Addition, a subdivision of a part of said Southeast Quarter (SE/4); Thence East parallel to and 50.00 Feet North of the South line of said Section a distance of 340.00 Feet; Thence North along the Easterly line of Parklawn Drive a distance of 484.00 Feet to the Point or Place of Beginning; Thence East a distance of 225.00 Feet; Thence to the Northeast 90.67 Feet along a curve having a radius of 378.29 Feet; Thence North 76°16' West a distance of 225.00 Feet to the Easterly line of Parklawn Drive; Thence Southwest along said Easterly line 144.60 Feet along a curve having a radius of 603.29 Feet to the Point or Place of Beginning.

Parcel 3:

A part of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Starting at the Southeast Corner of Lot One (1), in Block Four (4), of Ridgecrest Country Estates Addition, a subdivision of a part of said Southeast Quarter (SE/4); Thence East parallel to and 50.00 Feet North of the South line of said Section a distance of 340.00 Feet; Thence North along the Easterly line of Parklawn Drive a distance of 484.00 Feet; Thence along said Easterly line, a distance of 144.60 Feet along a curve to the right having a radius of 603.29 Feet; Thence South 76°16' East, a distance of 140.00 feet to the Point or Place of Beginning; Thence to the Northeast, 176.68 Feet, along a curve having a radius of 463.29 Feet; Thence South 54°25' East, a distance of 85.00 Feet; Thence Southwest 144.27 Feet along a curve having a radius of 378.29 Feet; Thence North 76°16' West a distance of 85.00 Feet to the Point or Place of Beginning.

EXHIBIT 'B'

Legal Description for Property Owner by the SSM Healthcare of Oklahoman, Inc.

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty-four (34) Township Twelve (12) North, Range Two (2) West of the Indian Meridian Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence North $00^{\circ}13'00.1''$ West, along the East line of said Southeast Quarter (SE/4), a distance of 873.85 feet; Thence South $89^{\circ}57'00.1''$ West a distance of 395.30 feet; Thence North $00^{\circ}13'00''$ West, parallel with the East line of said Southeast Quarter (SE/4), a distance of 25.00 feet to a point on the North right-of-way line of National Avenue and the Point of Beginning; Thence along the North Right-of-Way line of National Avenue the following two courses:

1. South $89^{\circ}57'10.1''$ West a distance of 188.02 feet to a point of curvature;
2. Westerly along a curve to the right having a radius of 233.15 feet (said curve subtended by a chord which bears North $88^{\circ}16'10.1''$ West a distance of 14.49 feet) an arc distance of 14.49 feet;

Thence North $00^{\circ}13'00.1''$ West, parallel with the East line of said Southeast Quarter (SE/4), a distance of 357.06 feet; Thence North $89^{\circ}57'10.1''$ East a distance of 202.50 feet; Thence South $00^{\circ}13'00.1''$ East, parallel with the East line of said Southeast Quarter (SE/4), a distance of 357.51 feet to the point of beginning.

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY (the "Agreement") is made and entered into this ____ day of August, 2023, by and between MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust (the "Authority"), and SSM HEALTH CARE OF OKLAHOMA, INC., an Oklahoma not for profit corporation ("SSM"), with respect to the following facts:

A. The Authority is the owner of that certain real property situated in Oklahoma County, Oklahoma, which tract is depicted and identified as "Authority Tract" on Exhibit A attached hereto and made a part hereof (the "Authority Tract").

B. SSM is the owner of that certain real property situated in Oklahoma County, Oklahoma, which tract is depicted and identified as "SSM Tract" on Exhibit B attached hereto and made a part hereof (the "SSM Tract" and, together with the Authority Tract, the "Tracts").

C. The Authority and SSM desire to memorialize their understandings and agreements whereby (i) the Authority will convey to SSM the Authority Tract, and (iii) SSM will convey to the Authority the SSM Tract.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, the Exchanger and Intermediary hereby agree to the following:

1. Exchange of Properties. The Authority agrees to transfer the Authority Tract to SSM, and SSM agrees to transfer the SSM Tract to the Authority, at the Closing (as defined in Section 3 below). The transfer such Tracts shall be effected by a special warranty deeds in such form as is customarily used in Oklahoma City, Oklahoma in a transaction of this nature.

2. Closing. The closing of the transactions contemplated by this Agreement shall take place at the offices of Chicago Title Company Oklahoma (the "Title Company") located at 210 Park Avenue, Suite #210, Oklahoma City, OK 73102 on _____, 2023 or such other date as may be agreed upon by the parties provided that each party has reviewed and approved of the title commitment and survey, if obtained, covering the Tract to be acquired by such party. Each party shall for all costs associated with obtaining such title commitment and survey, if any, covering the Tract to be acquired by such party. Each party shall pay their own respective attorneys' fees and appraisal fees related to the Tract being sold by it, and all other costs of effecting the transactions contemplated hereby that are not expressly addressed by this Agreement shall be paid in a manner customary in transactions of this nature.

3. Further Assurances. The parties agree to execute any and all additional documents and instruments necessary to carry out of the terms of this Agreement.

4. Time. Time is of the essence under this Agreement.

5. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their estates, heirs, representatives, successors and assigns.

6. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing addressed to each party at the address as set forth below, and shall be effective upon (a) personal delivery to the party to whom they are addressed, (b) the next business day after being deposited with a recognized overnight delivery service, or (c) three days following deposit in the United States mail, first class postage prepaid, certified mail, return receipt requested:

If to the Authority: Midwest City Memorial Hospital Authority
100 N. Midwest Blvd.
Midwest City, OK 73110
Attention: Tim Lyon, City Manager
Email: tlyon@MidwestCityOK.org

With a copy to: Williams, Box, Forshee & Bullard, P.C.
522 Colcord Drive
Oklahoma City, OK 73102-2202
Attention: John Michael Williams, Esquire
Email: williams@wbflaw.com

It to SSM: SSM Health Care of Oklahoma, Inc.
1000 N. Lee Ave., 3rd Floor
Oklahoma City, OK 73102
Attention: Mandy Hayes Chandler, Esquire
Email: mandy.hayes-chandler@ssmhealth.com

With a copy to: McAfee & Taft
8th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102-7103
Attention: Robert L. Garbrecht, Esquire
Email: rob.garbrecht@mcafeetaft.com

Either party may change its address for notices hereunder by giving notice to the other party in accordance with the provisions hereof.

7. Governing Laws. This Agreement shall be interpreted under and governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“Authority”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY

By: _____
Name: _____
Title: _____

“SSM”

SSM HEALTH CARE OF OKLAHOMA,
INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ___ day of _____, 2023, by _____, as _____ of Midwest City Memorial Hospital Authority, an Oklahoma public trust.

(Seal)

Notary Public
My Commission Expires: _____

STATE OF _____)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ___ day of _____, 2023, by _____, as _____ of SSM Health Care of Oklahoma, Inc., an Oklahoma not for profit corporation.

(Seal)

Notary Public
My Commission Expires: _____

LISTS OF SCHEDULES AND EXHIBITS

- Exhibit A: Depiction and Legal Description of Authority Tract
Exhibit B: Depiction and Legal Description of SSM Tract

EXHIBIT A

Depiction and Legal Description of Authority Tract

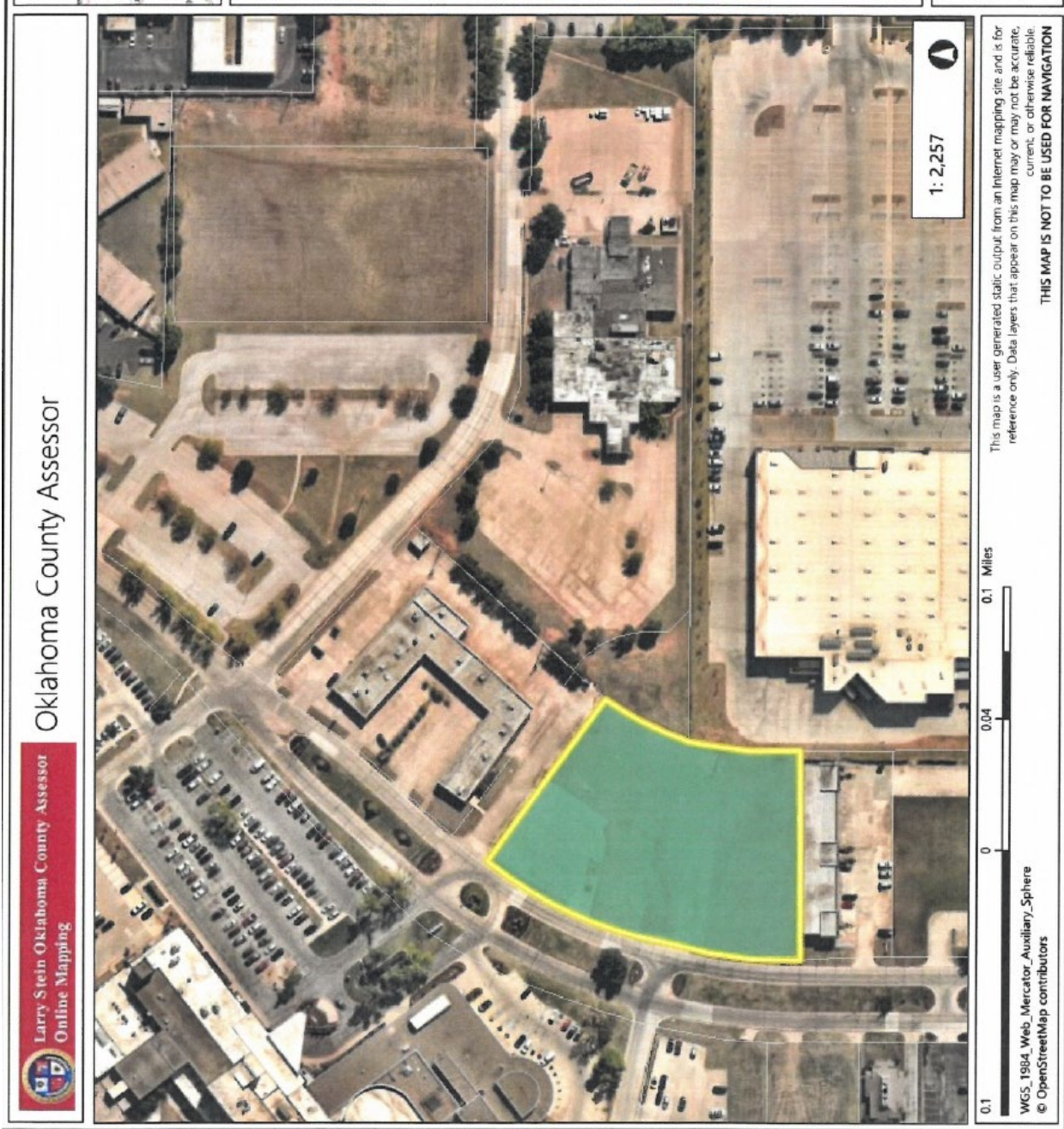
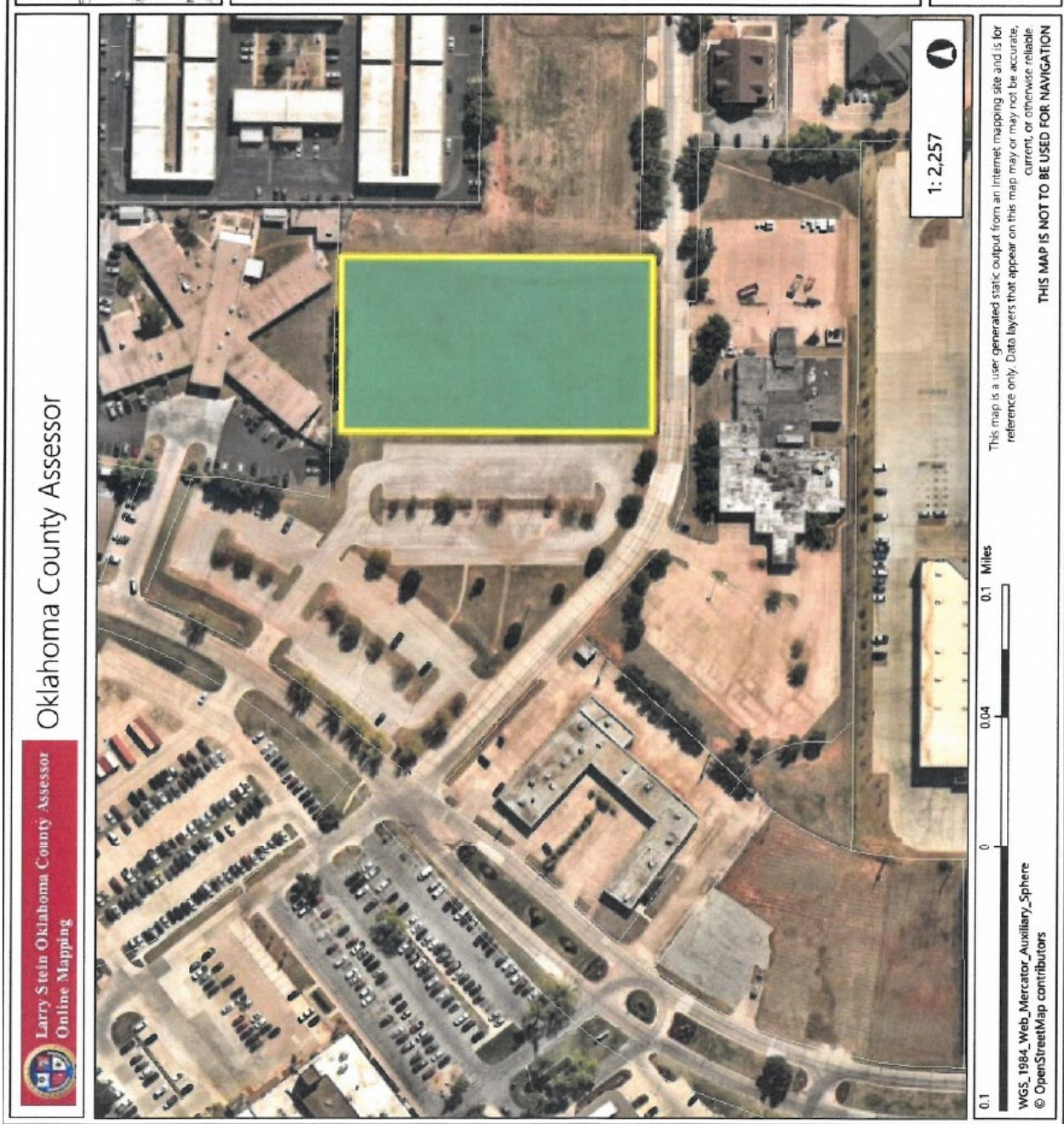


EXHIBIT B

Depiction and Legal Description of SSM Tract



A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence North 00°13'00" West, along the East line of said Southeast Quarter (SE/4), a distance of 873.85 feet;

Thence South 89°57'00" West a distance of 395.30 feet;

Thence North 00°13'00" West, parallel with the East line of said Southeast Quarter (SE/4), a distance of 25.00 feet to a point on the North right-of-way line of National Avenue and the Point of Beginning;

Thence along the North Right-of-Way line of National Avenue the following two courses:

1. South 89°57'00" West a distance of 188.02 feet to a point of curvature;
2. Westerly along a curve to the right having a radius of 233.15 feet (said curve subtended by a chord which bears North 88°16'10" West a distance of 14.49 feet) an arc distance of 14.49 feet;

Thence North 00°13'00" West, parallel with the East line of said Southeast Quarter (SE/4), a distance of 357.06 feet;

Thence North 89°57'00" East a distance of 202.50 feet;

Thence South 00°13'00" East, parallel with the East line of said Southeast Quarter (SE/4), a distance of 357.51 feet to the point of beginning.

**An
Appraisal Report
Of
A Tract of Land,
Located At
601 National Avenue
Midwest City, Oklahoma**

**Effective Date:
July 1, 2023**



**J. W. HOYT & ASSOCIATES
REAL ESTATE APPRAISERS & CONSULTANTS**

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Identification Of Property

The appraised property is a developed, but not improved land tract, located within a planned redevelopment area that is dominated by the recently acquired SSM Health Midwest City Hospital. The property is located at 601 National Avenue, Midwest City.

Purpose Of The Appraisal

The purpose of this appraisal is to estimate the market value of the identified property as of a current date. The market value estimate is applicable to the fee simple interests held in the property ownership.

The client of this appraisal assignment is Robert Garbrecht, Attorney, representing SSM/MWC Memorial Hospital. At the request of this client, this appraisal will be applicable to only the appraised property identified within this appraisal report. It is assumed that this client will use the estimated market value found in the appraisal report in decisions concerning the future disposition of the appraised property.

History Of Ownership

Public records in the Oklahoma County Assessor's office indicate that the owner of the appraised property is SSM Health Care of Oklahoma, Inc. This ownership acquired the property on March 25, 2021. The recorded seller of this property was Midwest Regional Medical Center, LLC. The conveyance was by Special Warranty Deed, recorded in Book 14682, Pages 1817-1823. The purchase price of the property was redacted in the recorded deed. The County Assessor's office reported that the sales price was \$217,500. The seller of this transaction had acquired the property on September 16, 2011 for a reported price of \$375,000.

In 2021, the Memorial Hospital Authority had previously acquired title to the hospital property under reported adverse conditions. The hospital and surrounding privately owned properties were experiencing declining occupancies and rental rates due to the previous inactivity of the hospital. The City of Midwest City reportedly held substantial interests in

the ownership and operation of the hospital. With the acquisition of the SSM Hospital in 2021, Midwest City seized on a proactive opportunity to implement and support a revitalization plan that was designed to rehabilitate the economy and occupancy of the surrounding area through the acquisition and operation of a new, major medical hospital facility.

Scope Of Appraisal

The scope of this appraisal assignment has been to assemble sufficient fact based information to allow a supportable opinion of the market value of the fee simple interest held in the appraised property. The strength of any appraisal report can be measured based on the amount of objective information that is gathered in the appraisal process.

The appraised property is a fully developed land tract that is located within a previously developed business park that has physical features that would normally enhance the marketability of developed, vacant land tracts. The previous closing of the Midwest City Hospital had a negative impact on the occupancy of the area for continuing medically related uses. The 2021 announcement of the full reopening of the new hospital property and support of Midwest City should stimulate new demand and development in the area surrounding the appraised property.

While there are three separate appraisal approaches that can measure the value of land, two of the appraisal approaches are typically only applicable when a property has been improved with buildings. Therefore, only the Sales Comparison Approach is used in the valuation of the appraised property. This appraisal approach produces an objective value estimate when the property being appraised is compared to recent sales of similar properties.

The Sales Comparison Approach is a multi-step process that commences with a search for recent land sales that have similar economic and physical characteristics to the land being appraised. The appraised property is located within an area that has multiple vacant, developed land tracts. A newly implemented public plan is programed to stimulate a new demand and marketing in the area surrounding the appraised land. Therefore, the search for recent land sales has centered on the surrounding growth area. A private real estate

appraisal data base has been maintained by this appraiser since 1979 on all the known sales, leases, and other pertinent property information on all non-single family transactions, in the metro area. This data base is continually updated to allow a complete, up-to-date overview of the local real estate market. The information in this data base has assisted in assembling the market data found within this appraisal report. In addition to this data base, public records in the Oklahoma County Assessor's office have assisted in the discovery of the historical and current land sales.

A physical, on-site inspection of the appraised property and the surrounding land area has been completed. Each of the selected sales, utilized in this report, has been verified through information on the sales document or from some other informed source. This appraiser has extensive experience in appraising properties in the Midwest City area. This information has become the scope of this appraisal assignment.

Definition Of Market Value

The definition of the term "market value" has not been universally standardized. The most common definition has been defined by the Appraisal Institute as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*

- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Effective Date Of Appraisal

The effective date of this appraisal is July 1, 2023. This appraisal report was prepared in June and July 2023.

Assumptions And Limiting Conditions

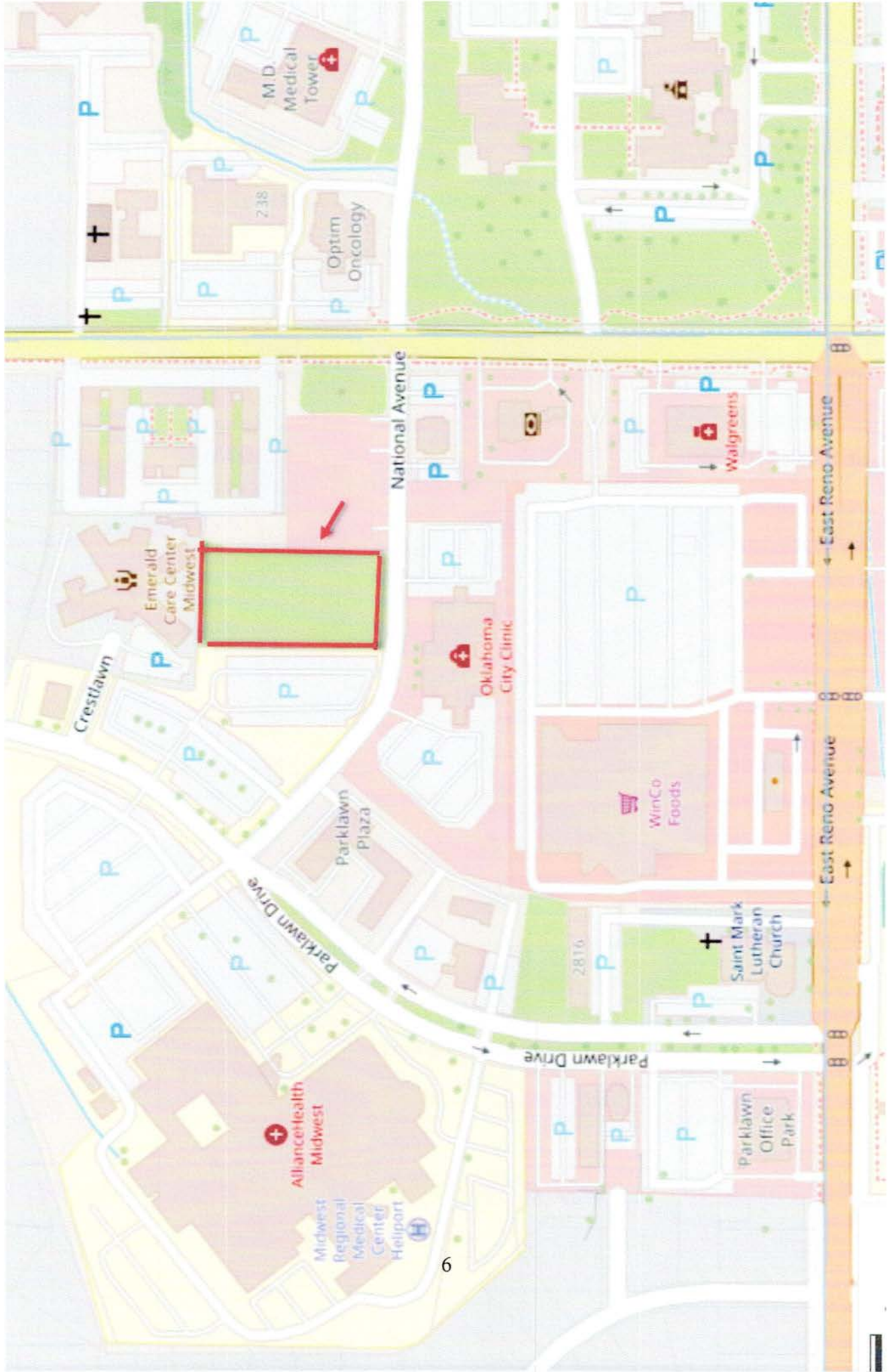
Assumptions and limiting conditions applicable to an appraised property can include both specific as well as general assumptions. Specific or extraordinary assumptions are generally atypical to an appraisal process and have not been applied in this appraisal process. General assumptions and limiting conditions for this property include the following:

1. The appraised property has not been platted and is dependent upon a metes and bounds description. A survey of a larger area included the appraised property that was described as being Tract 3. A copy of this survey is attached in this report. The ad valorem tax records depict the appraised tract by a metes and bounds description. These two descriptions have been relied upon in determining the physical characteristics of the appraised property.
2. The property is appraised as being free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. The plot plans and other illustrative materials in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent physical conditions in this property, subsoil or topography that would render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover such conditions.
7. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report. The projected zoning is based on market evidence and is assumed to be correct.
8. It is assumed that the use of the land is confined within the general boundaries depicted by the furnished schematic of the appraised property. It is also assumed that the furnished boundaries do not encroach upon a third party ownership.
9. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property; however, the appraiser is not qualified to detect such substances.
10. Possession of this report or a copy thereof, does not carry with it the right of publication or distribution.
11. The forecasts, projections or operating estimates contained in this report are based on market conditions within a reasonable time frame with the effective date of this appraisal. Anticipated short-term supply and demand factors, and a continued stable economy are assumed to be applicable. These forecasts are therefore subject to changes with future conditions.

Report Format

Government control and standards set by the Appraisal Institute of which this appraiser maintains a membership, can affect a real estate appraisal format. Most appraisals completed for a banking institution in Oklahoma, are considered “federally related transactions” and are therefore under the scrutiny of the Oklahoma Real Estate Appraiser Board.



All appraisals involving a federally related transaction require that the appraisal be completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

The subject of this appraisal report does not involve a banking transaction; therefore, the requirement for adherence to the USPAP standards in this appraisal is not enforceable or required by the Oklahoma Real Estate Appraiser Board. While the USPAP regulations are not directly applicable to this appraisal, this appraisal has generally followed many of the USPAP report writing guidelines.

The final estimate of market value, found in this appraisal report, has not been affected by the report format or guidelines under which the appraisal report has been prepared.

Area Analysis

The area applicable to the appraisal of the subject property can be physically described as being a part of the developed area of Midwest City, which can be described as being a part of the southeast quadrant of the Oklahoma City metro area. The development of Midwest City commenced in the early 1940's when Tinker Field Air Force Base was located along what is now a part of the southern boundary of Midwest City.

The development expansions in this area have changed many of the previous traffic patterns, environmental characteristics, and planned future changes of the area. With the subject area being subjected to these changes, the demand for vacant land needed for development purposes has been greatly expanded.

In 1962, the Midwest City Memorial Hospital Authority was created, resulting in a new regional hospital to serve Midwest City. In 1996, the Municipal Authority leased the hospital to a private hospital company for a reported \$46 million and provided a 30 year lease. In 2021, Midwest City (then the property owner) entered into a long term lease with SSM Health St. Anthony Hospital – Midwest. A rejuvenating program was announced by the city that will provide funds that are designed to bring the unoccupied properties surrounding the hospital new occupancies and developments.

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Property Description

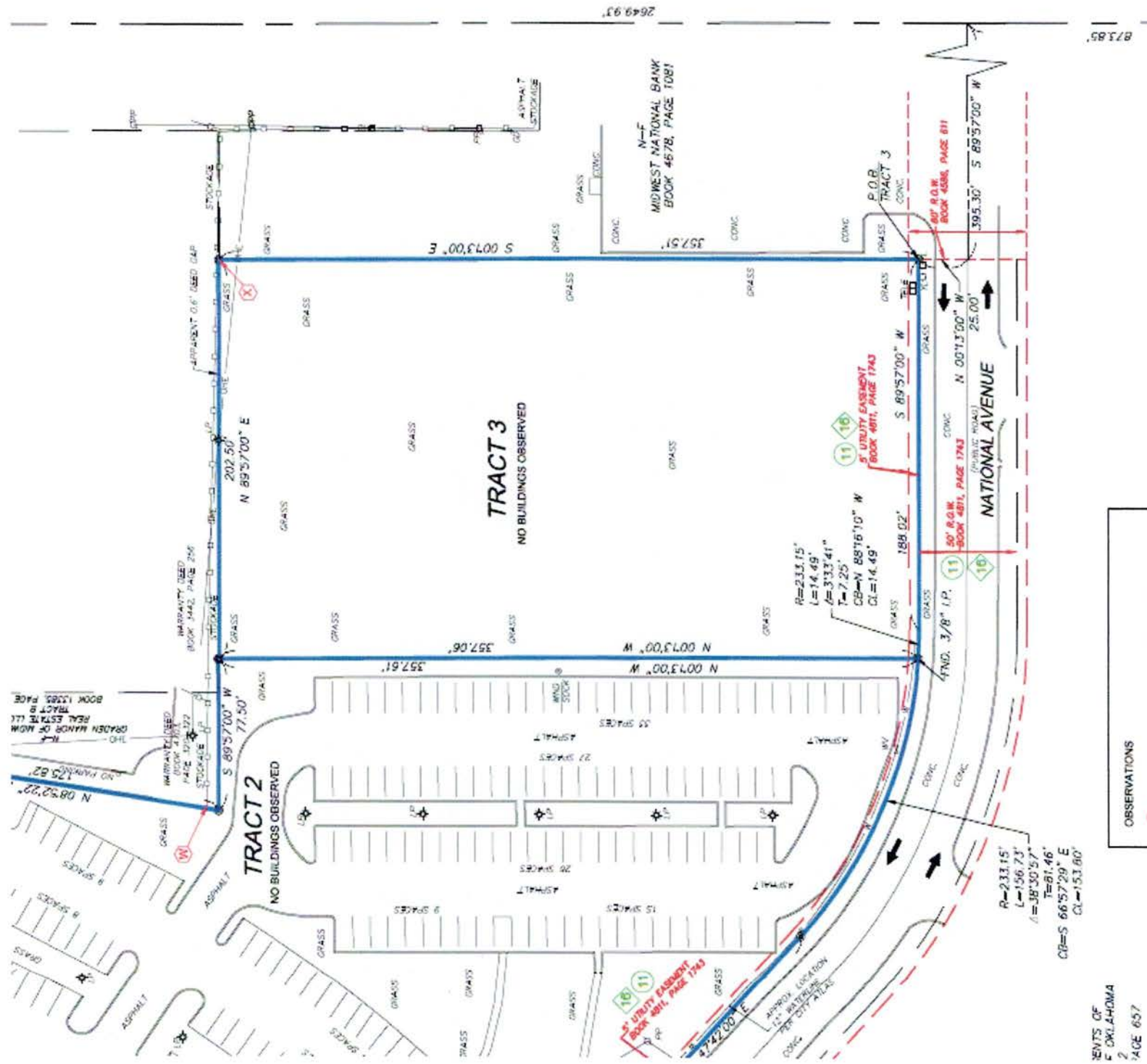
The appraised property is located on the north side of National Avenue, a primary traffic artery serving the surrounding developed, medically related business park. This site is about one block east of the newly opened hospital property.

The appraised property is a rectangular land tract, having 188 feet of street frontage on National Avenue by a depth of 357 feet. The property contains about 69,357 square feet or 1.59 acres. The topography of the site is generally level, and about one foot above the curb grade of National Avenue. The west side of the tract adjoins a paved parking lot and the north side abuts a large nursing home property. The east side of this tract abuts a vacant land tract that is several feet below the appraised tract. The adjoining east land tract was extended to Midwest Boulevard and was previously improved as a branch bank facility.

The appraised land tract is zoned "C-3" Community Commercial District. This zoning classification is generally common to the area and allows an abundance of commercial land developments and land uses. It is assumed that the appraised tract has ample on-site surface and subsurface public utilities that would allow most any form of developed use.

The appraised land tract has most physical features commonly required for multiple forms of commercial development. The lot depth of the appraised tract with 357 feet generally exceeds the average lot depths found in the surrounding area. This feature could result in a per square foot price below other, more standard lot sizes, if the buyer had no use for an extended lot depth.

While the appraised property has good physical attributes for future development use, the major drawback is the amount of undeveloped land in the immediate area that would compete with the subject for new development. The process of rehabilitation of the previously developed area is relatively new and has not illustrated successful trends through new property sales and development.



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OBSERVATIONS

Highest And Best Use

Highest and best use is defined as the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

In considering the highest and best use of land, the legal use of the property and the physical possibility generally indicate the probability of future use. As discussed in the description of this property, the existing zoning for commercial development will allow the appraised property to be developed without going through the zoning process. The appraised property has good commercial development attributes that should result in one of the higher density land uses in an expanding urban market. The highest and best use of the appraised property is therefore believed to be for a commercially elevated urban use that includes medical use.

Process Of Valuation

When applicable, there are three market recognized, appraisal approaches that can be applied to real estate, in the Process Of Valuation. These three approaches and their basic functions in the appraisal process are outlined as follows:

Appraisal Approach	Basic Valuation Function
Cost Approach	Measures value based on the cost new of the improvements, less an allowance for depreciation, plus a land value estimate.
Income Approach	Measures value based on the capitalization of a net operating income, produced through the rental of the real estate.
Sales Comparison Approach	Measures value based on a direct comparison of the property being appraised with recent sales of similar or like properties.

As previously discussed, the appraised property is a vacant land tract containing 1.59 acres or 69,357 square feet. The Cost and Income Approaches are not typically applicable to the valuation of vacant land and will therefore be omitted.

The Sales Comparison Approach will be applied to the appraised property for an objective indication of the market value. This appraisal approach commences with a detailed market search for recent sales of land tracts that share with the appraised property many similar physical and economic characteristics.

Because the appraised land tract is within a business park of physically defined, past and present medically related uses, the primary search for recent land sales focused on the area surrounding the appraised property. The 2021 public announcement of the SSM Midwest City Hospital purchase is apparently new enough that the only recent land sales were directly involved in the hospital purchase. The data search was therefore expanded to other areas in the metro market. After a comprehensive data search, six land sales have been selected to serve as comparable sales. An outline of the more relevant features of each of the selected land sales follows:

Land Sale 1:

Location: Subject Property, 601 National Avenue

Date Sold: March 25, 2021

Buyer: SSM Health Care of Oklahoma, Inc.

Recording: Special Warranty Deed; Book 14682, Page 1817

Land Size: 1.66 acres or 72,393 square feet (abstracted from the Assessor's records)

Sales Price: \$217,500 or \$3.00 per square foot

Comments: This is the sale of the appraised property that apparently took place at the time the hospital property was being sold to SSM Health Care of Oklahoma. The sales price was identified by the Assessor's office as being \$217,500. The sales price of this sale could have been affected by the terms and conditions under which the sale was consummated. The property was apparently a vacant land tract at the time of sale, and was zoned for commercial use. The seller of the property was Midwest Regional Medical Center, LLC.

Land Sale 2:

Location: 301 N. Midwest Boulevard

Date Sold: July 28, 2021

Buyer: Midwest City Memorial Hospital Authority

Recording: Special Warranty Deed; Book 14877, Page 229

Land Size: Irregular shaped, 1.74 acres or 75,605 square feet (Assessor's records).

Sales Price: \$325,000 or \$4.30 per square foot

Comments: This land sale abuts the east side of the appraised property. At the time of sale, the site was a developed branch bank, owned by JP Morgan Chase Bank National Association. After the purchase, the bank building was razed and the land was converted to natural vegetation. This sale was transacted after the March 25, 2021 purchase of the hospital. This property has frontage and street exposure on both National Avenue as well as Midwest Boulevard. It is possible that the known previous sale of the hospital had an effect on the sales price paid in this transaction. There is no physical evidence that the property has been placed for sale on the open market as of the date of this appraisal.

Land Sale 3:

Location: On the north side of E. Reno Avenue, about one block west of Midwest Boulevard.

Date Sold: May 19, 2021

Buyer: True Sky Credit Union

Recording: Special Warranty Deed; Book 14754, Page 946

Land Size: 0.66 acre or 28,856 square feet

Sales Price: \$575,000 or \$19.93 per square foot

Comments: This is the sale of a land tract that was zoned and purchased for commercial development. The property has good commercial street frontage and traffic exposure. The site has additional street access to a street on the west and east sides that extends to the new WinCo Foods grocery store property. The seller of the property was WinCo Foods who owned the abutting land north of this property. The property was developed with a branch bank facility.

Land Sale 4:

Location: 10012 E. Reno Avenue (southeast corner of E. Reno Avenue and Post Road.

Date Sold: July 22, 2022

Buyer: Casey's Marketing Company

Recording: Warranty Deed; Book 15225, Page 1052

Land Size: 1.38 acres or 60,113 square feet

Sales Price: \$225,000 or \$3.74 per square foot

Comments: This property is a retail corner land tract that was purchased in anticipation of improving the property with a franchise convenience store. The property was rectangular and zoned for commercial use at the time of sale. This property is just over two miles east of the appraised property in a lower density and populated area. The property was a lower class commercial land site.

Land Sale 5:

Location: Northwest corner of Professional Circle and Health Center Parkway in Yukon, Oklahoma

Date Sold: July 14, 2020

Buyer: The Commons of Yukon, LLC

Recording: Warranty Deed; Book 5105, Page 61

Land Size: 1.6 acres or 69,696 square feet

Sales Price: \$450,000 or \$6.46 per square foot

Comments: This land sale is in a developed, medically related business park that is a part of the Integris Hospital campus. The land area surrounding this property is in many ways similar to the anticipated future development of the medically related business park that the appraised property is a part of. This site has frontage and street exposure on a street system designed to enhance the Integris Hospital use and exposure. The site is irregular in shape. The property was purchased by an out-of-state investor.

Land Sale 6:

Location: Southeast corner of Professional Circle and Health Center Parkway, Yukon, Oklahoma

Date Sold: December 21, 2022

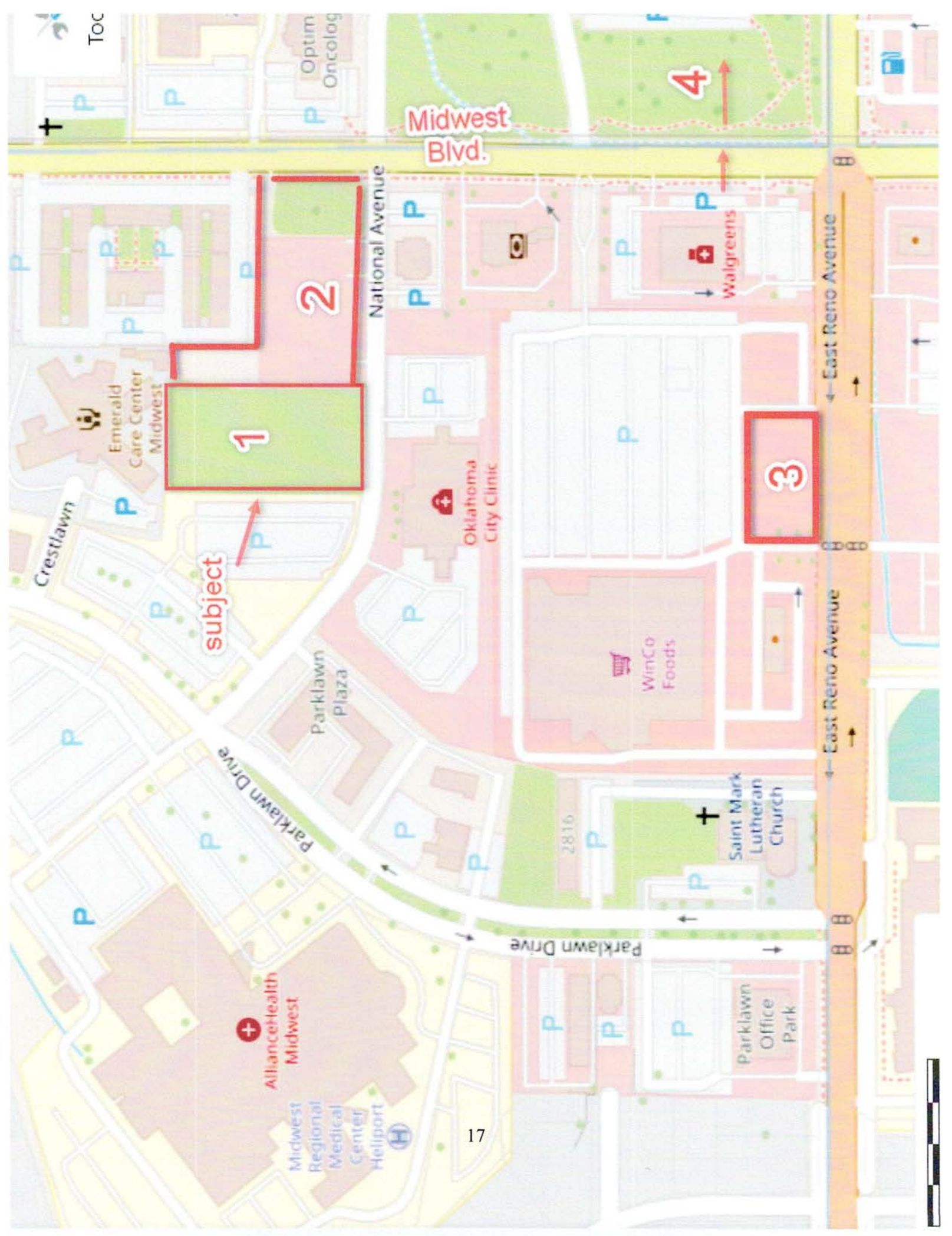
Buyer: KC Land Company, LLC

Recording: Warranty Deed; Book 5618, Page 902

Land Size: 0.68 acre or 29,621 square feet

Sales Price: \$325,000 or \$10.97 per square foot

Comments: This land sale is located just east of the location of Sale 5 and is a part of the same medical business park dominated by the Integris Hospital use. The property has a corner location and good exposure to the Integris Hospital parking areas. The buyer was a local investor who apparently acquired the property as an investment.



Midwest Blvd.

National Avenue

East Reno Avenue

East Reno Avenue

Parklawn Drive

subject

1

2

3

4

Emerald Care Center Midwest

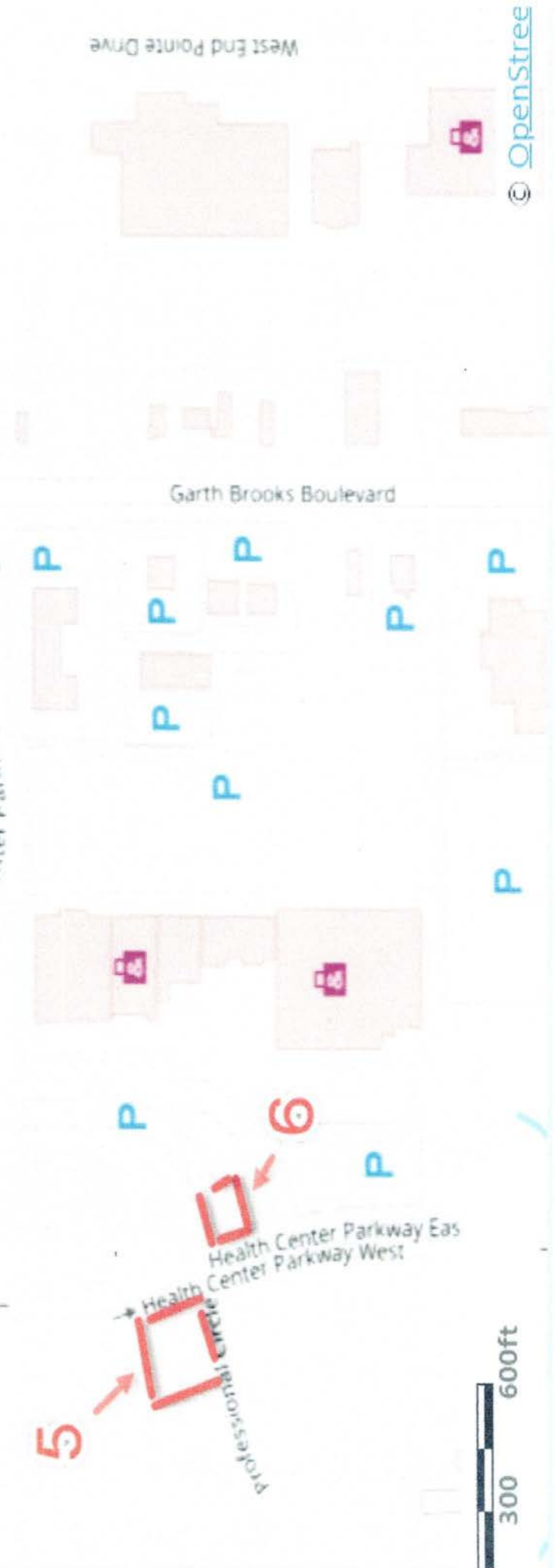
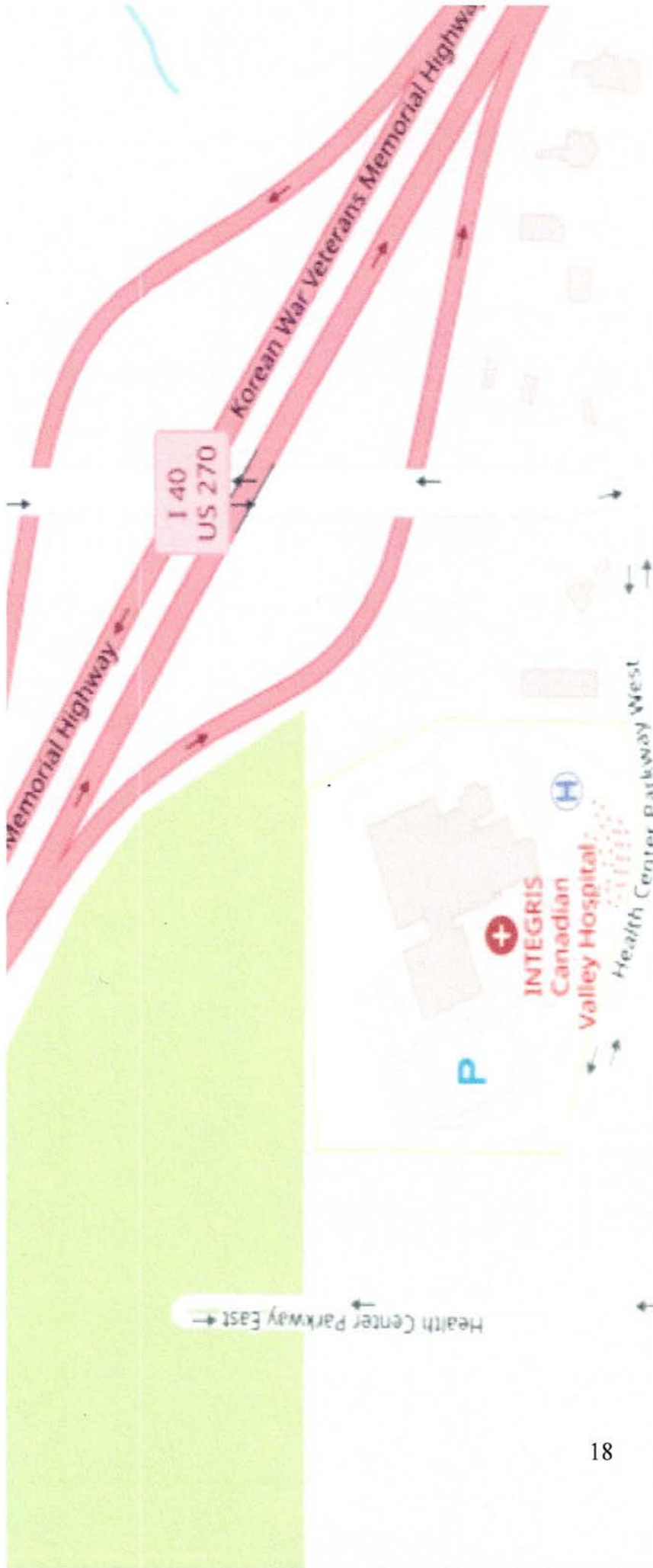
Oklahoma City Clinic

WinCo Foods

Saint Mark Lutheran Church

AllanceHealth Midwest

Midwest Regional Medical Center Heliport



Analysis and Comparison of Comparable Land Sales:

Six land sales have been selected to compare with the appraised property in arriving at a supported market value estimate. In a normal, active, real estate market, three or four land sales are sufficient for a direct comparison with the property being appraised. The appraised property is located within an active business park that is dominated by a regional sized hospital that was purchased in 2021. The vacant land tracts in the business park have not been actively marketed in the past two years. This has resulted in only two land sales in the business park that provide a convincing indication of current market value. The search for land sales was therefore expanded to two additional areas. The division/location differences of the six land sales have caused the sales to be divided into three areas to assist in the different adjustments of the sales and the appraised property. Land Sales 1 & 2, 3 & 4, and 5 & 6 will be adjusted first for their differences in location when compared with the appraised property. The balance of the adjustments will be based on the individual difference in the sale and the appraised property. A summary of the selected six land sales is as follows:

Sale No.	Date Sold	Square Feet	Price per Square Foot	Comparison of Sale to Subject
1	3/2021	72,393	\$3.00	Similar in size, location, and traffic exposure
2	7/2021	75,605	\$4.30	Similar in size, location, and traffic exposure
Sales 1 & 2 are each within the subject's business park and require no location adjustment.				
3	5/2021	28,856	\$19.93	Smaller than subject, superior location
4	7/2022	60,113	\$3.74	Similar size, better location for intended use
Sales 3 & 4 each have commercial locations and will be adjusted accordingly.				
5	7/2020	69,696	\$6.46	Similar size, has easement, similar location
6	12/2022	29,621	\$10.97	Smaller size, similar location and hospital exposure
Sales 5 & 6 are each in a medical business park and require no adjustments.				
Subject		69,357		

Sales 1 and 2 are each located within the business park that is dominated by the SSM Hospital. Sale 1 is the sale of the appraised property. It is probable that the sales price of this property was weighted with being a part of the acquisition of the hospital in 2021. Therefore, little weight should be given to this sale. Sale 2 abuts Sale 1 and was purchased by the previous owner of the SSM Hospital. Sale 2 was improved with a developed branch bank at the time it was sold. This sale had street frontage on Midwest Boulevard. The

\$4.30 per square foot price of this land sale indicates that the selling bank no longer needed the property and sold it as a non-commercial land site. The sale prices of \$3.00 and \$4.30 per square foot will be viewed in the comparison analyses as selling under weighted conditions.

Sales 3 and 4 are in close proximity to the appraised property but were enhanced by being commercial land tracts that had commercial traffic exposure. The seller of Sale 3 owned the abutting property and probably controlled the square foot price through giving the seller commercial exposure and triple street access to the seller's parking lot and commercial exposure to a large volume of traffic exposure. Sale 4 had a marginal location that was some distance to an organized, developed population. Giving weight to the plus and minus location features of each of these sales, a weighted average of about \$7.00 to \$10.00 per square foot could be indicated for the subject property by these two land sales.

Sales 5 and 6 are some distance from the appraised property, but are within a developing, medically related business park, with each of the two sales sharing many similar physical features with the appraised property. Like the appraised property, each of these land sales have locations that are in close proximity to a large hospital with lower density traffic to an interior street system in the business park. These two sales represent land sales prices ranging from \$6.46 to \$10.97 per square foot. The site with the highest per square foot price sold within the recent past but was smaller than the appraised property. Sale 5 was encumbered by an easement that could cause some development problems. Sale 6 was near the parking area of the hospital and was smaller than the appraised property. Allowing for the discussed adjustments, the two sales would indicate a supportable indication of value for the appraised property of \$7.00 to \$10.00 per square foot.

After considering the primary differences between the appraised property and the selected six comparable land sales, three separate ranges of value have been indicated. The indicated values produced by Sales 1 and 2 have indicated \$3.00 to \$4.30 per square foot. Due to the conditions under which these two land sales were apparently consummated, considerably less weight can be given to the range produced by these two land sales. When Sales 3 and 4 are paired with Sales 5 and 6, a range between \$7.00 and \$10.00 per square foot is supported by each of these two groups. With Sales 3, 4, 5, and 6 sharing the greater evidence of selling as arms-length sales transitions and with these four land sales having

multiple physical similarities with the appraised property, the indicated ranges produced by these four sales will be given the greatest weight in the final conclusion.

It is therefore concluded that as of July 1, 2023, the estimated market value of the tract that is the subject of this appraisal is \$8.00 per square foot.

$$\begin{array}{r} 69,357 \text{ square feet} \times \$8.00 \text{ per square foot} = \$554,856 \\ \text{(rounded)} \qquad \qquad \qquad \qquad \qquad \qquad \qquad \$550,000 \end{array}$$

Estimated Market Value of the Appraised Property: \$550,000

Certification Of Appraiser


I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in general conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, James W. Hoyt has completed the continuing education program for Designated Members of the Appraisal Institute.
- As of July 1, 2023, the estimated market value of the appraised property is \$550,000.

Dated

7/13/23

James W. Hoyt, MAI



APPRAISER'S QUALIFICATIONS JAMES W. HOYT, MAI

Over the past 57 years, I have accepted assignments as an Independent Real Estate Appraiser and Consultant with current offices located at 4300 N. Classen Boulevard, Oklahoma City, Oklahoma.

From March 1963, to present, I have been a full time Independent Fee Appraiser. In 1967, I entered private practice and formed J. W. Hoyt & Associates Real Estate Appraisal Company. Appraisal experience includes appraisals of rural, residential, commercial, industrial, and special purpose properties. Professional territory primarily centers in Oklahoma with secondary experience in seven other states. A sampling of past clients is as follows:

Federal:

U.S. Department of Justice, Federal Deposit Insurance Corporation (FDIC), General Service Administration, U.S. Corps of Engineers, Internal Revenue Service, Federal Home Loan Bank (FHLBB), Resolution Trust Corporation (RTC), Federal Reserve Bank, U.S. Postal Service, the U.S. District Attorney's Office, and as an appointed commissioner in Federal District Court.

State:

Oklahoma Attorney General's Office, Oklahoma Department of Transportation, Oklahoma Department of Corrections, Oklahoma State Insurance Commissioner, and the University of Oklahoma.

Corporate:

General Motors Company, Ford Motor Company, General Electric, Kerr McGee Corporation, U.S. Steel Corporation, El Paso Natural Gas Company, Santa Fe Railroad, Pepsi Cola Companies, Macklanburg-Duncan, Fred Jones Enterprises, Southwestern Bell Telephone Company, Braum's Ice Cream, Lucent Technologies, The Williams Company, Halliburton Company, Xerox, the American Cancer Society, and Chesapeake and Devon Oil Companies.

Municipal:

City of Oklahoma City, City of Bethany, City of Midwest City, City of Yukon, City of Edmond, City of Norman, City of Ada, and the Oklahoma City Urban Renewal Authority.

Finance:

Bank of America, Wells Fargo Bank, Bank One, BancFirst, Midland Mortgage, Chase Manhattan Bank, First National Bank of Boston, John Hancock Insurance Company, Local Oklahoma Bank, Metropolitan Life Insurance, Equitable Life Insurance Company, and Union Bank.

APPRAISER'S QUALIFICATIONS - continued
JAMES W. HOYT, MAI

Appraisal specialization in the valuation and evaluation of special purpose properties. These special purpose or limited use properties include motels, hotels, restaurants, financial institutions, and large manufacturing properties. Over fifty years of experience in providing real estate analysis, case studies, valuation in condemnation matters, and complex real estate litigation.

Lifetime resident of Oklahoma City with education through high school being completed in the Oklahoma City area. Attended the University of Oklahoma and Oklahoma City University, majoring in Business Administration. Appraisal education includes completion of courses and examination in Appraisal Courses I, II, VII, and VIII, sponsored by the American Institute of Real Estate Appraisers. Attended various special courses and case studies on appraisal subjects, sponsored by the American Institute of Real Estate Appraisers, Society of Real Estate Appraisers, and the American Bar Association.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. The members who meet the minimum standards of this program are awarded periodic educational certification. I am certified under this program through December 31, 2027.

In February 1991, I was appointed by the Governor of Oklahoma to serve a three year term as a member of the Oklahoma Ad Valorem Tax Task Force. As a member of this committee, I was active in reorganizing and updating the ad valorem tax system in the individual 77 Oklahoma Counties.

In April 1994, I was appointed by the Governor of Oklahoma to serve as a member of the Oklahoma Real Estate Appraiser Board. The appointment was for a five year period. This board is the principal policy making body that oversees all actions of the Oklahoma Licensed and Certified Real Estate Appraisers. On July 1, 2004, I was re-appointed to the Oklahoma Real Estate Appraiser Board, by the Governor of Oklahoma, for an additional five year term. In mid-2016, after 26 years of active membership, I officially retired from the Oklahoma Real Estate Appraiser Board.

Member and designated MAI (Member of the Appraisal Institute). Past President of the Oklahoma Chapter and several national committees of the Appraisal Institute. I have taught numerous continuing education courses on eminent domain and the appraisal of special purpose properties.

A D D E N D U M

EXHIBIT A

Description of Property

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence North 00°13'00" West, along the East line of said Southeast Quarter (SE/4), a distance of 878.85 feet;

Thence South 89°57'00" West a distance of 395.30 feet;

Thence North 00°13'00" West, parallel with the East line of said Southeast Quarter (SE/4), a distance of 25.00 feet to a point on the North right-of-way line of National Avenue and the Point of Beginning;

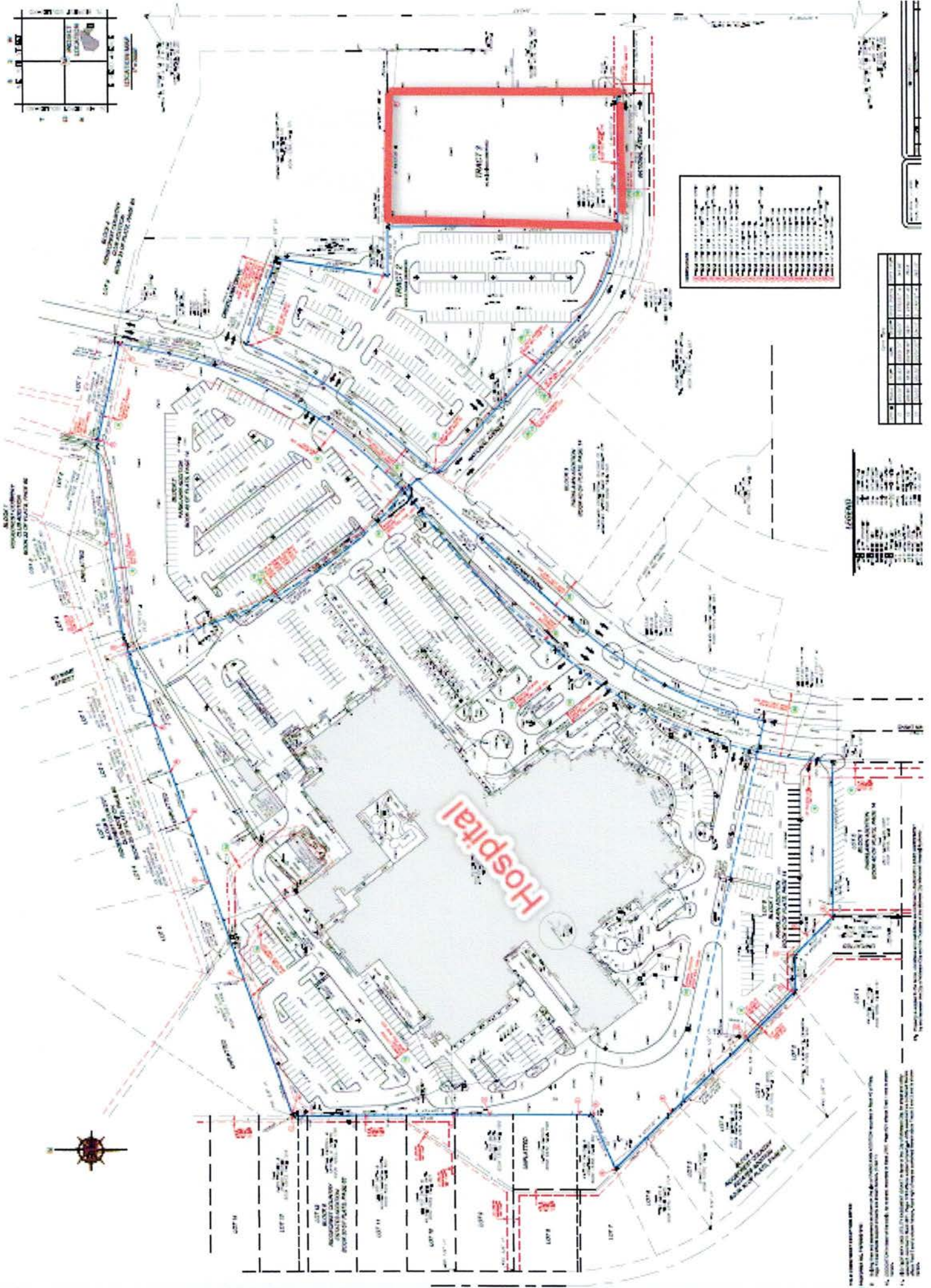
Thence along the North Right-of-Way line of National Avenue the following two courses:

1. South 89°57'00" West a distance of 188.02 feet to a point of curvature;
2. Westerly along a curve to the right having a radius of 233.15 feet (said curve subtended by a chord which bears North 88°16'10" West a distance of 14.49 feet) an arc distance of 14.49 feet;

Thence North 00°13'00" West, parallel with the East line of said Southeast Quarter (SE/4), a distance of 357.06 feet;

Thence North 89°57'00" East a distance of 202.50 feet;

Thence South 00°13'00" East, parallel with the East line of said Southeast Quarter (SE/4), a distance of 357.51 feet to the point of beginning.



NO.	DESCRIPTION	DATE
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2	REVISION	02/01/2024
3	REVISION	02/15/2024
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98	REVISION	02/01/2028
99	REVISION	02/15/2028
100	REVISION	03/01/2028

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	01/15/2024
2	REVISION	02/01/2024
3	REVISION	02/15/2024
4	REVISION	03/01/2024
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100	REVISION	03/01/2028

LEGEND

1	EXISTING BUILDING FOOTPRINT
2	EXISTING PARKING SPOTS
3	EXISTING DRIVEWAYS
4	EXISTING ROADS
5	EXISTING UTILITIES
6	EXISTING LANDSCAPE
7	EXISTING TREES
8	EXISTING LIGHT FIXTURES
9	EXISTING SIGNAGE
10	EXISTING FENCES
11	EXISTING WALLS
12	EXISTING DOORS
13	EXISTING WINDOWS
14	EXISTING ROOFS
15	EXISTING FOUNDATIONS
16	EXISTING CONCRETE
17	EXISTING BRICK
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19	EXISTING METAL
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21	EXISTING WOOD
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23	EXISTING GYPSUM
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25	EXISTING ROOFING
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NOT TO SCALE
 ALL DIMENSIONS ARE APPROXIMATE
 ALL UTILITIES ARE APPROXIMATE
 ALL DISTANCES ARE APPROXIMATE
 ALL ANGLES ARE APPROXIMATE
 ALL BEARING ARE APPROXIMATE
 ALL ELEVATIONS ARE APPROXIMATE
 ALL SURVEY DATA IS APPROXIMATE
 ALL INFORMATION IS APPROXIMATE
 ALL RIGHTS ARE RESERVED
 ALL INFORMATION IS APPROXIMATE
 ALL RIGHTS ARE RESERVED





Larry Stein Oklahoma County Assessor (405) 713-1200 - Public Access System

Home	Contact Us	Guest Book	Map Search	New Search
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Real Property Display - Screen Produced 7/12/2023 2:44:44 PM

Account: R150401450	Type: Exempt		Location:	301 N MIDWEST BLVD
Building Name/Occupant:		<input type="button" value="Map Parcel"/>		MIDWEST CITY
Owner Name 1:	MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY	1/4 section #:		2534
Owner Name 2:		Parent Acct:		
Owner Name 3:		Tax District:	<input type="text" value="TXD 552"/>	
Billing Address:	100 N MIDWEST BLVD	School System:		Mid-Del #52
City, State, Zip	MIDWEST CITY, OK 73110	Land Size:		75,358.00 Square Feet
Country: (If noted)				

Land Value: 0

Sect 34-T12N-R2W Qtr SE [UNPLTD PT SEC 34 12N 2W Block 000 Lot 000](#)

Full Legal Description: UNPLTD PT SEC 34 12N 2W 000 000 PT SE4 SEC 34 12N 2W COMM AT SE/C OF SE4 TH N614FT W50FT N478.41FT TO POINT OF BEG W280.30FT N163.9FT W65FT S352.31FT E320.3FT TH NELY 35.3FT N164.41FT TO BEG CONT 1.731ACRS MORE OR LESS

<input type="button" value="Photo & Sketch (if available)"/>	<input type="button" value="Comp Sales Address/Date/Price (ordered by relevancy)"/>	<input type="button" value="Report Coming Soon"/>
		No comparable sales returned.

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2023	0	0	0	0	0	116.64	\$0	\$0
2022	0	0	0	0	0	116.64	\$0	\$0
2021	0	0	0	0	0	119.45	\$0	\$0
2020	920,655	920,655	101,272	0	101,272	122.76	\$12,432	\$0
2019	920,655	920,655	101,272	0	101,272	117.49	\$11,898	\$0

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Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R150401450	2023	5% Capped Account	0

Property Deed Transaction History (Recorded in the [County Clerk's Office](#))

Date	Type	Book	Page	Price	Grantor	Grantee
7/28/2021	<input type="button" value=">"/> Deeds	14877	229	325,000	MIDWEST NATL BANK	MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
7/1/1980	<input type="button" value=">"/> Historical	4678	1081	0		MIDWEST NATL BANK

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2016	03/04/2016	1,101,375	947,474	104,221	0	104,221

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
1/11/2022	B-21-2447			Demolish	59,960	Inactive

Click button on building number to access detailed information:

Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
No building records returned.					

**An
Appraisal Report
Of
A Tract of Land,
Located At
2824 Parklawn Drive
Midwest City, Oklahoma**

**Effective Date:
July 1, 2023**



**J. W. HOYT & ASSOCIATES
REAL ESTATE APPRAISERS & CONSULTANTS**

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Identification Of Property

The appraised property is a developed, but not improved land tract, located within an established redevelopment area that is dominated by the recently acquired SSM Health Care Midwest City Hospital. The property is located at 2824 Parklawn Drive in Midwest City.

Purpose Of The Appraisal

The purpose of this appraisal is to estimate the market value of the identified property as of a current date. The market value estimate is applicable to the fee simple interests held in the property ownership.

The client of this appraisal assignment is John Michael Williams, Attorney. At the request of this client, this appraisal will be applicable to only the appraised property identified within this appraisal report. It is assumed that this client will use the estimated market value found in the appraisal report in decisions concerning the future disposition of the appraised property.

History Of Ownership

Public records in the Oklahoma County Assessor's office indicate that the owner of the appraised property is Midwest City Memorial Hospital Authority. This ownership acquired the property on April 6, 2021. The recorded seller of this property was Parklawn Medical Complex, LLC. The conveyance was by Warranty Deed, recorded in Book 14698, Pages 1570, 1571, 1572, and 1573. The purchase price of the property was not stated in the deeded document. The seller of this transaction had acquired the property on June 14, 2017. Public records indicate the sales price in this transaction was \$165,000.

In 2021, the Memorial Hospital Authority had previously acquired title to the hospital property under reported adverse conditions. The hospital and surrounding privately owned properties were experiencing declining occupancies and rental rates due to the previous inactivity of the hospital. The City of Midwest City reportedly held substantial interests in

the ownership and operation of the hospital. With the acquisition of the SSM Hospital in 2021, Midwest City seized on a proactive opportunity to implement and support a revitalization plan that was designed to rehabilitate the economy and occupancy of the surrounding area through the acquisition and operation of a new, major medical hospital facility.

Scope Of Appraisal

The scope of this appraisal assignment has been to assemble sufficient fact based information to allow a supportable opinion of the market value of the fee simple interest held in the appraised property. The strength of any appraisal report can be measured based on the amount of objective information that is gathered in the appraisal process.

The appraised property is a fully developed land tract that is located within a previously developed business park that has physical features that would normally enhance the marketability of developed, vacant land tracts. The previous closing of the Midwest City Hospital had a negative impact on the occupancy of the area for continuing medically related uses. The 2021 announcement of the full reopening of the new hospital property and support of Midwest City should stimulate new demand and development in the area surrounding the appraised property.

While there are three separate appraisal approaches that can measure the value of land, two of the appraisal approaches are typically only applicable when a property has been improved with buildings. Therefore, only the Sales Comparison Approach is used in the valuation of the appraised property. This appraisal approach produces an objective value estimate when the property being appraised is compared to recent sales of similar properties.

The Sales Comparison Approach is a multi-step process that commences with a search for recent land sales that have similar economic and physical characteristics to the land being appraised. The appraised property is located within an area that has multiple vacant, developed land tracts. A newly implemented public plan is programed to stimulate a new demand and marketing in the area surrounding the appraised land. Therefore, the search for recent land sales has centered on the surrounding growth area. A private real estate

appraisal data base has been maintained by this appraiser since 1979 on all the known sales, leases, and other pertinent property information on all non-single family transactions, in the metro area. This data base is continually updated to allow a complete, up-to-date overview of the local real estate market. The information in this data base has assisted in assembling the market data found within this appraisal report. In addition to this data base, public records in the Oklahoma County Assessor's office have assisted in the discovery of the historical and current land sales.

A physical, on-site inspection of the appraised property and the surrounding land area has been completed. Each of the selected sales, utilized in this report, has been verified through information on the sales document or from some other informed source. This appraiser has extensive experience in appraising properties in the Midwest City area. This information has become the scope of this appraisal assignment.

Definition Of Market Value

The definition of the term "market value" has not been universally standardized. The most common definition has been defined by the Appraisal Institute as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*

- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Effective Date Of Appraisal

The effective date of this appraisal is July 1, 2023. This appraisal report was prepared in June and July 2023.

Assumptions And Limiting Conditions

Assumptions and limiting conditions applicable to an appraised property can include both specific as well as general assumptions. Specific or extraordinary assumptions are generally atypical to an appraisal process and have not been applied in this appraisal process. General assumptions and limiting conditions for this property include the following:

1. The appraised property has not been platted and the legal description of the property is a metes and bounds description. The legal description used in this appraisal report has been depicted from public records maintained by the Oklahoma County Assessor's office.
2. The property is appraised as being free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. The plot plans and other illustrative materials in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent physical conditions in this property, subsoil or topography that would render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover such conditions.
7. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report. The projected zoning is based on market evidence and is assumed to be correct.
8. It is assumed that the use of the land is confined within the general boundaries depicted by the furnished schematic of the appraised property. It is also assumed that the furnished boundaries do not encroach upon a third party ownership.
9. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property; however, the appraiser is not qualified to detect such substances.
10. Possession of this report or a copy thereof, does not carry with it the right of publication or distribution.
11. The forecasts, projections or operating estimates contained in this report are based on market conditions within a reasonable time frame with the effective date of this appraisal. Anticipated short-term supply and demand factors, and a continued stable economy are assumed to be applicable. These forecasts are therefore subject to changes with future conditions.
12. Public documents that depict previous and present improvements on the property that are a part of the subject property as well as multiple properties surrounding the appraised property indicate building and street improvements that were not present at the time the property was inspected. It assumed that the appraised property is not encumbered with any easement or covenant that would restrict the use of the appraised property for a future development use.

Report Format

Government control and standards set by the Appraisal Institute of which this appraiser maintains a membership, can affect a real estate appraisal format. Most appraisals completed for a banking institution in Oklahoma, are considered “federally related transactions” and are therefore under the scrutiny of the Oklahoma Real Estate Appraiser Board. All appraisals involving a federally related transaction require that the appraisal be completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

The subject of this appraisal report does not involve a banking transaction; therefore, the requirement for adherence to the USPAP standards in this appraisal is not enforceable or required by the Oklahoma Real Estate Appraiser Board. While the USPAP regulations are not directly applicable to this appraisal, this appraisal has generally followed many of the USPAP report writing guidelines.

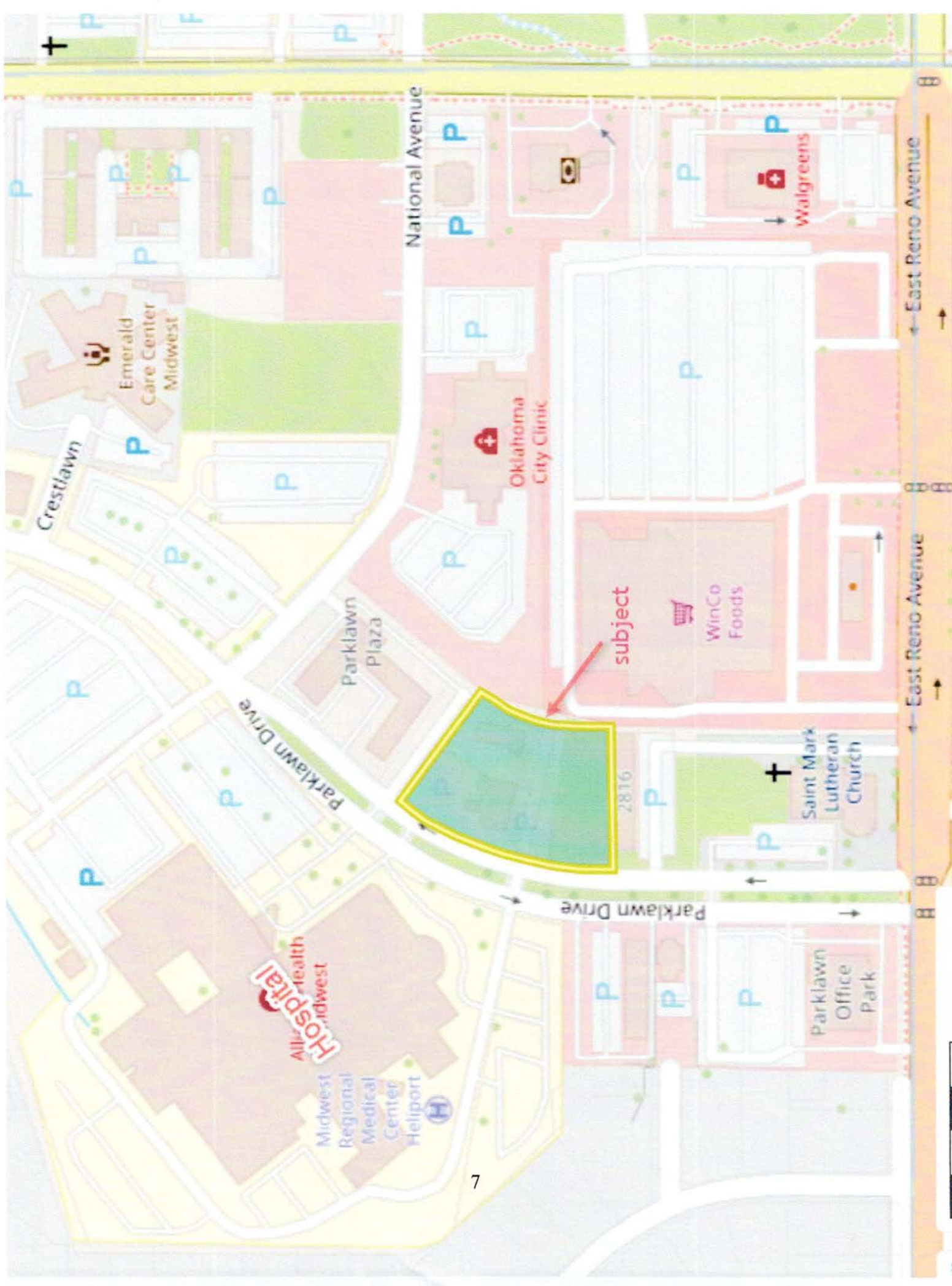
The final estimate of market value, found in this appraisal report, has not been affected by the report format or guidelines under which the appraisal report has been prepared.

Area Analysis

The area applicable to the appraisal of the subject property can be physically described as being a part of the developed area of Midwest City, which can be described as being a part of the southeast quadrant of the Oklahoma City metro area. The development of Midwest City commenced in the early 1940’s when Tinker Field Air Force Base was located along what is now a part of the southern boundary of Midwest City.

The development expansions in this area have changed many of the previous traffic patterns, environmental characteristics, and planned future changes of the area. With the subject area being subjected to these changes, the demand for vacant land needed for development purposes has been greatly expanded.

In 1962, the Midwest City Memorial Hospital Authority was created, resulting in a new regional hospital to serve Midwest City. In 1996, the Municipal Authority leased the hospital to a private hospital company for a reported \$46 million and provided a 30 year lease.



National Avenue

East Reno Avenue

East Reno Avenue

Crestlawn

Parklawn Drive

Parklawn Plaza

subject

WinCo Foods

Walgreens

Saint Mark Lutheran Church

Midwest Health Hospital

Midwest Regional Medical Center Heliport

Parklawn Office Park

7

2816

In 2021, Midwest City (then the property owner) entered into a long term lease with SSM Health St. Anthony Hospital – Midwest. A rejuvenating program was announced by Midwest City that will provide funds that are designed to stimulate the economy of the area surrounding appraisee property, bringing the unoccupied properties surrounding the hospital new occupancies and developments.

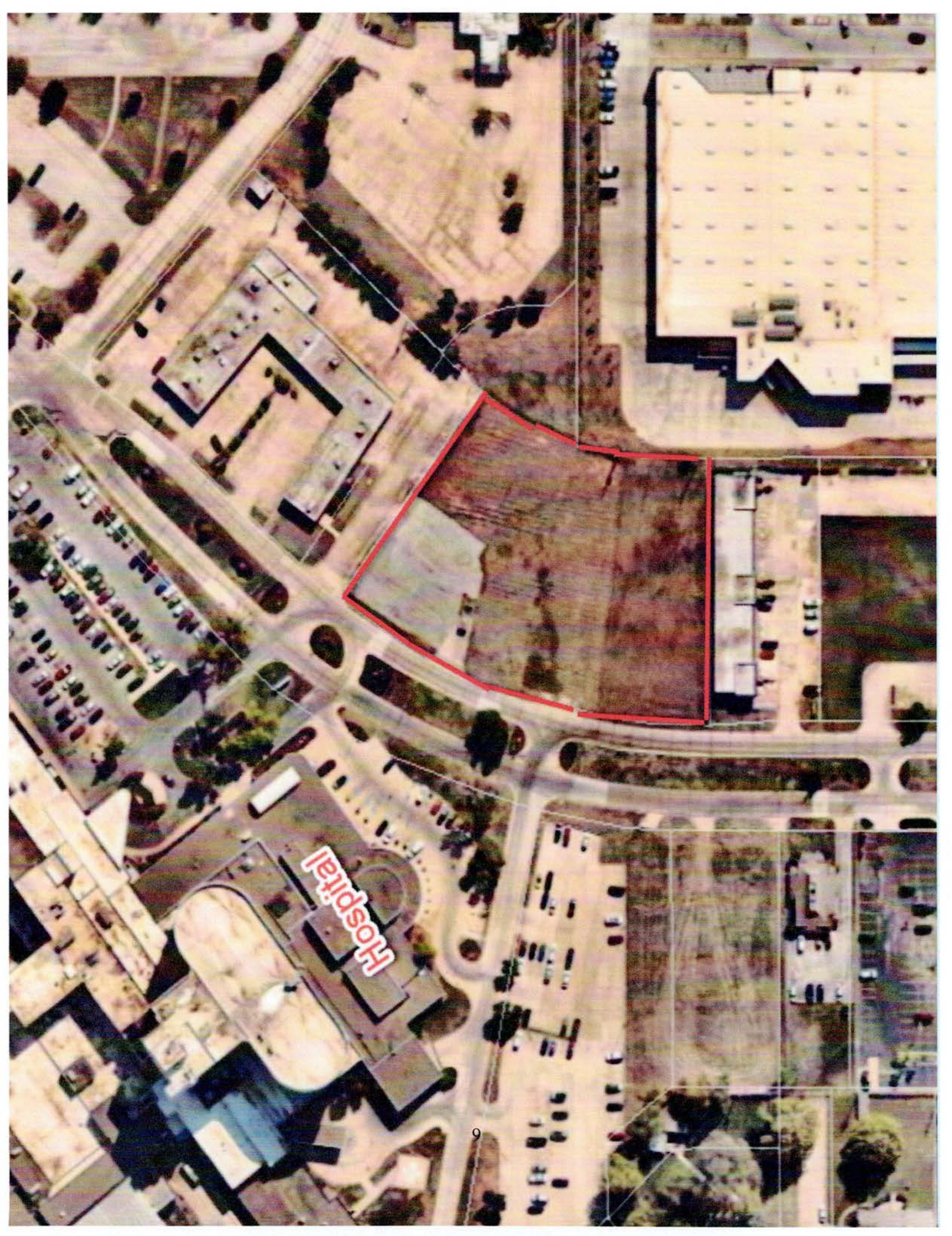
Property Description

The appraised property is located on the south/east side of Parklawn Drive, a primary traffic artery serving the surrounding developed, medically related business park. This business was apparently designed and developed to accommodate and enhance a regional sized hospital that was reportedly built in 1996. The appraised property is directly south of the hospital and multiple paved parking lots. The northeast side of the appraised property abuts a multi-tenant medical clinic that appears to be only partially occupied. The south side of the site abuts a church and parking area that extends to the north side of East Reno Avenue. A portion of the east/back side of the site abuts the recently developed WinCo Foods Grocery Store.

The appraised property is an irregular shaped tract with a rounded frontage on the south/east side of Parklawn Drive. The property appears to have ample depth and shape to accommodate multiple development uses. The property contains about 68,198 square feet or 1.57 acres. The topography of the site is generally level, and at curb grade with Parklawn Drive.

The appraised land tract is zoned “C-3” Community Commercial District. This zoning classification is generally common to the area and allows an abundance of commercial land developments and land uses. It is assumed that the appraised tract has ample on-site surface and subsurface public utilities that would allow most any form of developed use.

The appraised land tract has most of the physical features commonly required for multiple forms of commercial development. Having direct street exposure to the SSM Hospital could be an attribute for future development of the appraised property for a medically related use.



At the present time, there is an oversupply of vacant land and under-occupied medically related buildings. This feature should improve in the future with Midwest City supporting expanding uses in the surrounding medically related business park.

While the appraised property has good physical attributes for future development use, the major drawback is the amount of undeveloped land in the immediate area that would compete with the subject for new development. The process of rehabilitation of the previously developed area is relatively new and has not illustrated successful trends through new property sales and development.

Highest And Best Use

Highest and best use is defined as the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

In considering the highest and best use of land, the legal use of the property and the physical possibility generally indicate the probability of future use. As discussed in the description of this property, the existing zoning for commercial development will allow the appraised property to be developed without going through the zoning process. The appraised property has good commercial development attributes that should result in one of the higher density land uses in an expanding urban market. The highest and best use of the appraised property is therefore believed to be for a commercially elevated urban use that includes medical use.

Process Of Valuation

When applicable, there are three market recognized, appraisal approaches that can be applied to real estate, in the Process Of Valuation. These three approaches and their basic functions in the appraisal process are outlined as follows:

Appraisal Approach	Basic Valuation Function
Cost Approach	Measures value based on the cost new of the improvements, less an allowance for depreciation, plus a land value estimate.
Income Approach	Measures value based on the capitalization of a net operating income, produced through the rental of the real estate.
Sales Comparison Approach	Measures value based on a direct comparison of the property being appraised with recent sales of similar or like properties.

As previously discussed, the appraised property is a vacant land tract containing 1.57 acres or 68,198 square feet. The Cost and Income Approaches are not typically applicable to the valuation of vacant land and will therefore be omitted.

The Sales Comparison Approach will be applied to the appraised property for an objective indication of the market value. This appraisal approach commences with a detailed market search for recent sales of land tracts that share with the appraised property many similar physical and economic characteristics.

Because the appraised land tract is within a business park of physically defined, past and present medically related uses, the primary search for recent land sales focused on the area surrounding the appraised property. The 2021 public announcement of the SSM Midwest City Hospital purchase is apparently new enough that the only recent land sales were directly involved in the hospital purchase. The data search was therefore expanded to other areas in the metro market. After a comprehensive data search, six land sales have been selected to serve as comparable sales. An outline of the more relevant features of each of the selected land sales follows:

Land Sale 1:

Location: 601 National Avenue

Date Sold: March 25, 2021

Buyer: SSM Health Care of Oklahoma, Inc.

Recording: Special Warranty Deed; Book 14682, Page 1817

Land Size: 1.66 acres or 72,393 square feet (abstracted from the Assessor's records)

Sales Price: \$217,500 or \$3.00 per square foot

Comments: This is the sale of a property that apparently took place at the time the hospital property was being sold to SSM Health Care of Oklahoma. The sales price was identified by the Assessor's office as being \$217,500. The sales price of this sale could have been affected by the terms and conditions under which the sale was consummated. The property was apparently a vacant land tract at the time of sale, and was zoned for commercial use. The seller of the property was Midwest Regional Medical Center, LLC.

Land Sale 2:

Location: 301 N. Midwest Boulevard

Date Sold: July 28, 2021

Buyer: Midwest City Memorial Hospital Authority

Recording: Special Warranty Deed; Book 14877, Page 229

Land Size: Irregular shaped, 1.74 acres or 75,605 square feet (Assessor's records).

Sales Price: \$325,000 or \$4.30 per square foot

Comments: This land sale is northeast of the appraised property. At the time of sale, the site was a developed branch bank, owned by JP Morgan Chase Bank National Association. After the purchase, the bank building was razed and the land was converted to natural vegetation. This sale was transacted after the March 25, 2021 purchase of the hospital. This property has frontage and street exposure on both National Avenue as well as Midwest Boulevard. It is possible that the known previous sale of the hospital had an effect on the sales price paid in this transaction. There is no physical evidence that the property has been placed for sale on the open market as of the date of this appraisal.

Land Sale 3:

Location: On the north side of E. Reno Avenue, about one block west of Midwest Boulevard.

Date Sold: May 19, 2021

Buyer: True Sky Credit Union

Recording: Special Warranty Deed; Book 14754, Page 946

Land Size: 0.66 acre or 28,856 square feet

Sales Price: \$575,000 or \$19.93 per square foot

Comments: This is the sale of a land tract that was zoned and purchased for commercial development. The property has good commercial street frontage and traffic exposure. The site has additional street access to a street on the west and east sides that extends to the new WinCo Foods grocery store property. The seller of the property was WinCo Foods who owned the abutting land north of this property. The property was developed with a branch bank facility.

Land Sale 4:

Location: 10012 E. Reno Avenue (southeast corner of E. Reno Avenue and Post Road.

Date Sold: July 22, 2022

Buyer: Casey's Marketing Company

Recording: Warranty Deed; Book 15225, Page 1052

Land Size: 1.38 acres or 60,113 square feet

Sales Price: \$225,000 or \$3.74 per square foot

Comments: This property is a retail corner land tract that was purchased in anticipation of improving the property with a franchise convenience store. The property was rectangular and zoned for commercial use at the time of sale. This property is just over two miles east of the appraised property in a lower density and populated area. The property was a lower class commercial land site.

Land Sale 5:

Location: Northwest corner of Professional Circle and Health Center Parkway in Yukon, Oklahoma

Date Sold: July 14, 2020

Buyer: The Commons of Yukon, LLC

Recording: Warranty Deed; Book 5105, Page 61

Land Size: 1.6 acres or 69,696 square feet

Sales Price: \$450,000 or \$6.46 per square foot

Comments: This land sale is in a developed, medically related business park that is a part of the Integris Hospital campus. The land area surrounding this property is in many ways similar to the anticipated future development of the medically related business park that the appraised property is a part of. This site has frontage and street exposure on a street system designed to enhance the Integris Hospital use and exposure. The site is irregular in shape. The property was purchased by an out-of-state investor.

Land Sale 6:

Location: Southeast corner of Professional Circle and Health Center Parkway, Yukon, Oklahoma

Date Sold: December 21, 2022

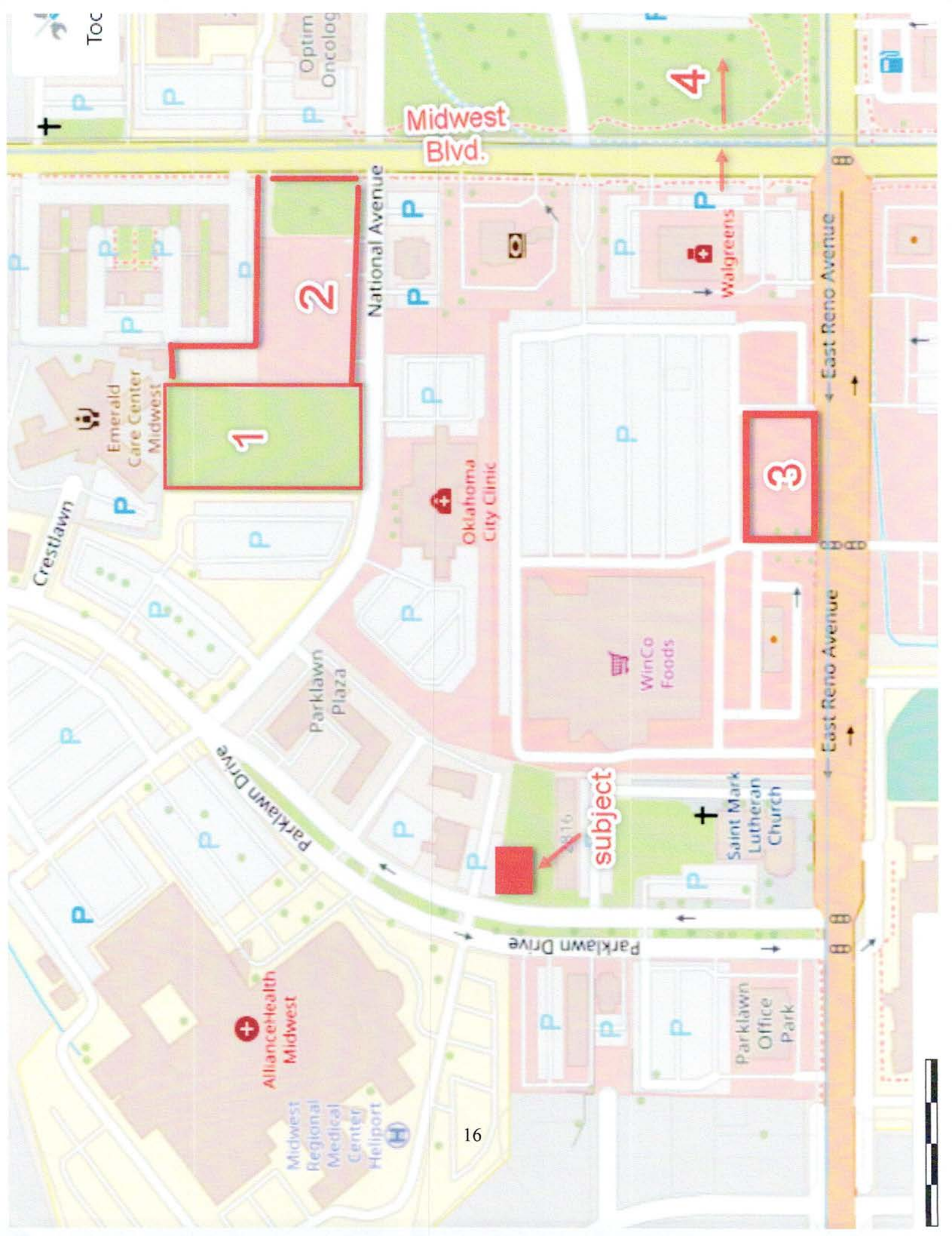
Buyer: KC Land Company, LLC

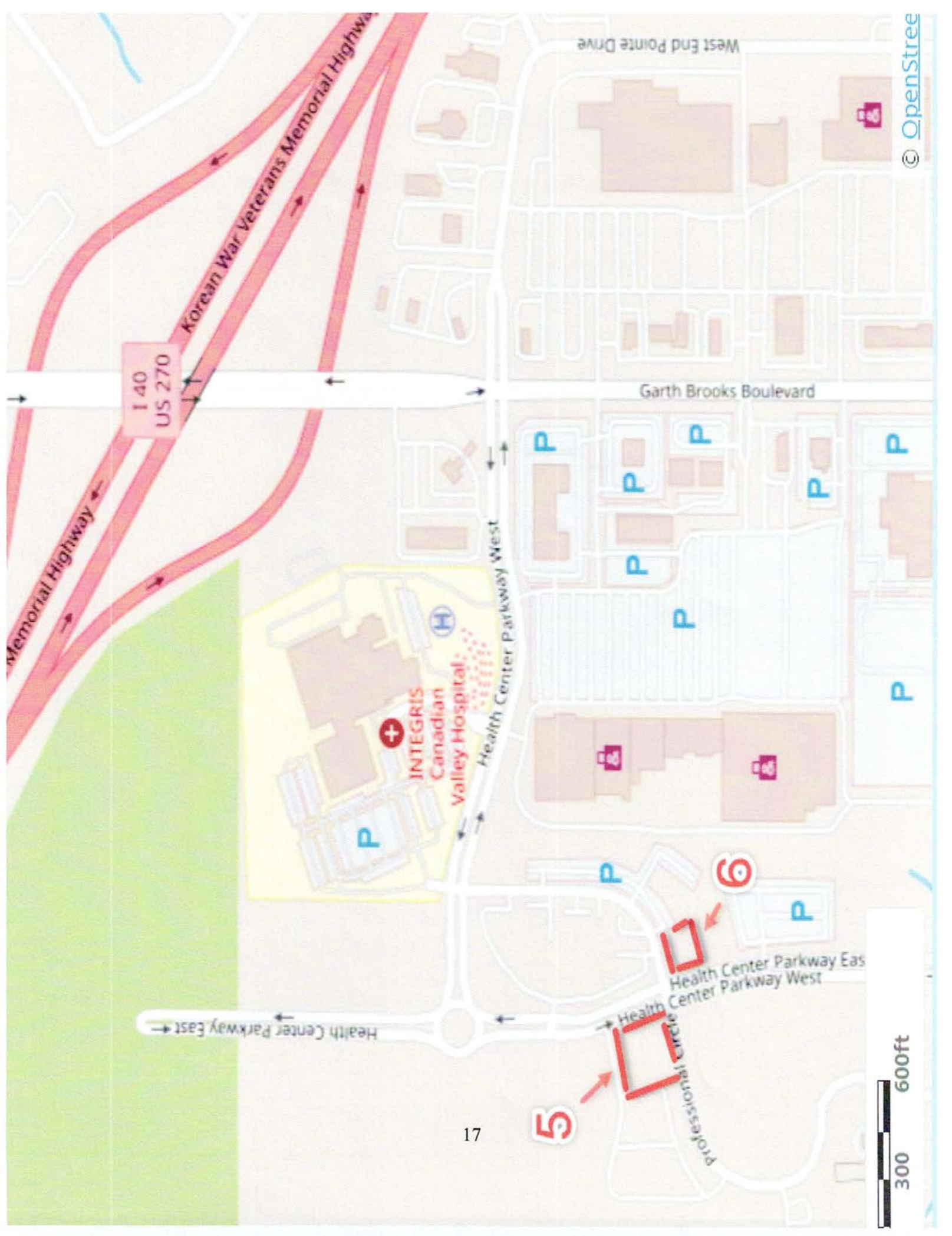
Recording: Warranty Deed; Book 5618, Page 902

Land Size: 0.68 acre or 29,621 square feet

Sales Price: \$325,000 or \$10.97 per square foot

Comments: This land sale is located just east of the location of Sale 5 and is a part of the same medical business park dominated by the Integris Hospital use. The property has a corner location and good exposure to the Integris Hospital parking areas. The buyer was a local investor who apparently acquired the property as an investment.





I 40
US 270

Korean War Veterans Memorial Highway

West End Pointe Drive

Garth Brooks Boulevard

Health Center Parkway West

INTEGRIS
Canadian
Valley Hospital

Health Center Parkway East

Health Center Parkway East
Health Center Parkway West

Professional Service Parkway

300 600ft

© OpenStreet

Analysis and Comparison of Comparable Land Sales:

Six land sales have been selected to compare with the appraised property in arriving at a supported market value estimate. In a normal, active, real estate market, three or four land sales are sufficient for a direct comparison with the property being appraised. The appraised property is located within an active business park that is dominated by a regional sized hospital that was purchased in 2021. The vacant land tracts in the business park have not been actively marketed in the past two years. This has resulted in only two land sales in the business park that provide a convincing indication of current market value. The search for land sales was therefore expanded to two additional areas. The division/location differences of the six land sales have caused the sales to be divided into three areas to assist in the different adjustments of the sales and the appraised property.

Land Sales 1 & 2, 3 & 4, and 5 & 6 will be adjusted first for their differences in location when compared with the appraised property. The balance of the adjustments will be based on the individual difference in the sale and the appraised property. A summary of the selected six land sales is as follows:

Sale No.	Date Sold	Square Feet	Price per Square Foot	Comparison of Sale to Subject
1	3/2021	72,393	\$3.00	Similar in size, location, and traffic exposure
2	7/2021	75,605	\$4.30	Similar in size, location, and traffic exposure
Sales 1 & 2 are each within the subject's business park and require no location adjustment.				
3	5/2021	28,856	\$19.93	Smaller than subject, superior location
4	7/2022	60,113	\$3.74	Similar size, better location for intended use
Sales 3 & 4 each have commercial locations and will be adjusted accordingly.				
5	7/2020	69,696	\$6.46	Similar size, has easement, similar location
6	12/2022	29,621	\$10.97	Smaller size, similar location and hospital exposure
Sales 5 & 6 are each in a medical business park and require no adjustments.				
Subject		68,198		

Sales 1 and 2 are each located within the business park that is dominated by the SSM Hospital. It is probable that the sales price of Sale 1 was weighted with being a part of the acquisition of the hospital in 2021. Therefore, little weight should be given to this sale. Sale 2 abuts Sale 1 and was purchased by the previous owner of the SSM Hospital. Sale 2 was improved with a developed branch bank at the time it was sold. This sale had street

frontage on Midwest Boulevard. The \$4.30 per square foot price of this land sale indicates that the selling bank no longer needed the property and sold it as a non-commercial land site. The sale prices of \$3.00 and \$4.30 per square foot will be viewed in the comparison analyses as selling under weighted conditions.

Sales 3 and 4 are in close proximity to the appraised property but were enhanced by being commercial land tracts that had commercial traffic exposure. The seller of Sale 3 owned the abutting property and probably controlled the square foot price through giving the seller commercial exposure and triple street access to the seller's parking lot and commercial exposure to a large volume of traffic exposure. Sale 4 had a marginal location that was some distance to an organized, developed population. Giving weight to the plus and minus location features of each of these sales, a weighted average of about \$7.00 to \$10.00 per square foot could be indicated for the subject property by these two land sales.

Sales 5 and 6 are some distance from the appraised property, but are within a developing, medically related business park, with each of the two sales sharing many similar physical features with the appraised property. Like the appraised property, each of these land sales have locations that are in close proximity to a large hospital with lower density traffic to an interior street system in the business park. These two sales represent land sales prices ranging from \$6.46 to \$10.97 per square foot. The site with the highest per square foot price sold within the recent past but was smaller than the appraised property. Sale 5 was encumbered by an easement that could cause some development problems. Sale 6 was near the parking area of the hospital and was smaller than the appraised property. Allowing for the discussed adjustments, the two sales would indicate a supportable indication of value for the appraised property of \$7.00 to \$10.00 per square foot.

After considering the primary differences between the appraised property and the selected six comparable land sales, three separate ranges of value have been indicated. The indicated values produced by Sales 1 and 2 have indicated \$3.00 to \$4.30 per square foot. Due to the conditions under which these two land sales were apparently consummated, considerably less weight can be given to the range produced by these two land sales. When Sales 3 and 4 are paired with Sales 5 and 6, a range between \$7.00 and \$10.00 per square foot is supported by each of these two groups. With Sales 3, 4, 5, and 6 sharing the greater evidence of selling as arms-length sales transitions and with these four land sales having

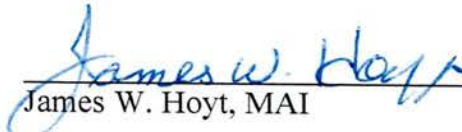
Certification Of Appraiser

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in general conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, James W. Hoyt has completed the continuing education program for Designated Members of the Appraisal Institute.
- As of July 1, 2023, the estimated market value of the appraised property is \$550,000.

Dated

7/13/23


James W. Hoyt, MAI

APPRAISER'S QUALIFICATIONS
JAMES W. HOYT, MAI

Over the past 57 years, I have accepted assignments as an Independent Real Estate Appraiser and Consultant with current offices located at 4300 N. Classen Boulevard, Oklahoma City, Oklahoma.

From March 1963, to present, I have been a full time Independent Fee Appraiser. In 1967, I entered private practice and formed J. W. Hoyt & Associates Real Estate Appraisal Company. Appraisal experience includes appraisals of rural, residential, commercial, industrial, and special purpose properties. Professional territory primarily centers in Oklahoma with secondary experience in seven other states. A sampling of past clients is as follows:

Federal:

U.S. Department of Justice, Federal Deposit Insurance Corporation (FDIC), General Service Administration, U.S. Corps of Engineers, Internal Revenue Service, Federal Home Loan Bank (FHLBB), Resolution Trust Corporation (RTC), Federal Reserve Bank, U.S. Postal Service, the U.S. District Attorney's Office, and as an appointed commissioner in Federal District Court.

State:

Oklahoma Attorney General's Office, Oklahoma Department of Transportation, Oklahoma Department of Corrections, Oklahoma State Insurance Commissioner, and the University of Oklahoma.

Corporate:

General Motors Company, Ford Motor Company, General Electric, Kerr McGee Corporation, U.S. Steel Corporation, El Paso Natural Gas Company, Santa Fe Railroad, Pepsi Cola Companies, Macklanburg-Duncan, Fred Jones Enterprises, Southwestern Bell Telephone Company, Braum's Ice Cream, Lucent Technologies, The Williams Company, Halliburton Company, Xerox, the American Cancer Society, and Chesapeake and Devon Oil Companies.

Municipal:

City of Oklahoma City, City of Bethany, City of Midwest City, City of Yukon, City of Edmond, City of Norman, City of Ada, and the Oklahoma City Urban Renewal Authority.

Finance:

Bank of America, Wells Fargo Bank, Bank One, BancFirst, Midland Mortgage, Chase Manhattan Bank, First National Bank of Boston, John Hancock Insurance Company, Local Oklahoma Bank, Metropolitan Life Insurance, Equitable Life Insurance Company, and Union Bank.

APPRAISER'S QUALIFICATIONS - continued
JAMES W. HOYT, MAI

Appraisal specialization in the valuation and evaluation of special purpose properties. These special purpose or limited use properties include motels, hotels, restaurants, financial institutions, and large manufacturing properties. Over fifty years of experience in providing real estate analysis, case studies, valuation in condemnation matters, and complex real estate litigation.

Lifetime resident of Oklahoma City with education through high school being completed in the Oklahoma City area. Attended the University of Oklahoma and Oklahoma City University, majoring in Business Administration. Appraisal education includes completion of courses and examination in Appraisal Courses I, II, VII, and VIII, sponsored by the American Institute of Real Estate Appraisers. Attended various special courses and case studies on appraisal subjects, sponsored by the American Institute of Real Estate Appraisers, Society of Real Estate Appraisers, and the American Bar Association.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. The members who meet the minimum standards of this program are awarded periodic educational certification. I am certified under this program through December 31, 2027.

In February 1991, I was appointed by the Governor of Oklahoma to serve a three year term as a member of the Oklahoma Ad Valorem Tax Task Force. As a member of this committee, I was active in reorganizing and updating the ad valorem tax system in the individual 77 Oklahoma Counties.

In April 1994, I was appointed by the Governor of Oklahoma to serve as a member of the Oklahoma Real Estate Appraiser Board. The appointment was for a five year period. This board is the principal policy making body that oversees all actions of the Oklahoma Licensed and Certified Real Estate Appraisers. On July 1, 2004, I was re-appointed to the Oklahoma Real Estate Appraiser Board, by the Governor of Oklahoma, for an additional five year term. In mid-2016, after 26 years of active membership, I officially retired from the Oklahoma Real Estate Appraiser Board.

Member and designated MAI (Member of the Appraisal Institute). Past President of the Oklahoma Chapter and several national committees of the Appraisal Institute. I have taught numerous continuing education courses on eminent domain and the appraisal of special purpose properties.

ADDENDUM



DID YOU KNOW?

As a property owner, you have Rights, Remedies, & Responsibilities regarding your assessment.

[Read more](#)

[Larry Stein](#) Oklahoma County Assessor (405) 713-1200 - Public Access System

- Home
- Contact Us
- Guest Book
- Map Search
- New Search

Real Property Display - Screen Produced 7/12/2023 1:50:35 PM

Account: R150401417	Type: Exempt		Location:	2824 PARKLAWN DR
Building Name/Occupant:			<input type="button" value="Map Parcel"/>	MIDWEST CITY
Owner Name 1:	MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY		1/4 section #:	2534
Owner Name 2:			Parent Acct:	
Owner Name 3:			Tax District:	<input type="button" value="TXD 552"/>
Billing Address:	100 N MIDWEST BLVD		School System:	Mid-Del #52
City, State, Zip	MIDWEST CITY, OK 73110		Land Size:	68,198.00 Square Feet
Country: (If noted)				
<input type="button" value="Personal Property"/>		Land Value: 0	<input type="button" value="Treasurer:"/>	<input type="button" value="Click to View Taxes"/>

Sect 34-T12N-R2W Qtr SE [UNPLTD PT SEC 34 12N 2W Block 000 Lot 000](#)

Full Legal Description: UNPLTD PT SEC 34 12N 2W 000 000 PT SE4 SEC 34 12N 2W BEG 340FT E & 484FT N OF SE/C LOT 1 BLK 4 RIDGECREST CTRY ESTATES TH E225FT NE 90.67FT NW225FT TO ELY LINE OF PARKLAWN DR TH SW144.60FT TO BEG PLUS BEG 340FT E & 484FT N ALONG CURVE NELY144.60FT SE140FT OF SE/C LOT 1 BLK 4 RIDGECREST CTRY ESTATES TH NE176.68FT ALONG CURVE SE85FT ALONG CURVE SW144.27FT NW85FT TO BEG PLUS BEG 340FT E & 484FT N & 144.6FT NELY OF SE/C OF LOT 1 BLK 4 RIDGECREST CTRY ESTATES TH NELY 230.07FT SELY 108FT SWLY 79.48FT SWLY 110.57FT NWLY114FT TO BEG PLUS BEG 340FT E & 484FT N ALONG CURVE NELY144.60FT SE114FT OF SE/C LOT 1 BLK 4 RIDGECREST CTRY ESTATES TH NE110.57FT NE79.48FT SE32FT SW176.68FT NW26FT TO BEG CONT .16ACRS MORE OR LESS

 No Photo Available	 No Sketch Available	Comp Sales Address/Date/Price (ordered by relevancy) <input type="button" value="Report Coming Soon"/> No comparable sales returned.
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Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2023	0	0	0	0	0	116.64	\$0	\$0
2022	0	0	0	0	0	116.64	\$0	\$0
2021	0	0	0	0	0	119.45	\$0	\$0
2020	150,000	150,000	16,500	0	16,500	122.76	\$2,026	\$0
2019	168,115	168,115	18,492	0	18,492	117.49	\$2,173	\$0

-- -- > >| [1/5]

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R150401417	2023	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
4/6/2021	Other	14698	1570	0	PARKLAWN MEDICAL COMPLEX LLC	MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
6/14/2017	Deeds	13465	1961	165,000	PARKLAWN OFFICE PARK ANNEX	PARKLAWN MEDICAL COMPLEX LLC
9/1/1978	Historical	4494	1921	0		PARKLAWN OFFICE PARK ANNEX

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
No Notice of Value N.O.V. records returned.						

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
11/21/2017				Demolish		Inactive

Click button on building number to access detailed information:

Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
No building records returned.					

EXHIBIT "A"Parcel 1:

A part of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Starting at the Southeast Corner of Lot One (1), in Block Four (4), of Ridgcrest Country Estates Addition, a subdivision of a part of said Southeast Quarter (SE/4); Thence East parallel to and 50.00 Feet North of the South line of said Section a distance of 340.00 Feet; Thence North along the Easterly line of Parklawn Drive a distance of 484.00 Feet to a point of curvature; Thence continuing Northeasterly along the East line of Parklawn Drive on a curve to the right having a radius of 603.29 Feet an arc distance of 144.60 Feet to the Point or Place of Beginning; Thence continuing Northeasterly along the East line of Parklawn Drive on a curve to the right having a radius of 603.29 Feet and arc distance of 230.07 Feet; Thence South 54°25' East a distance of 140.00 Feet; thence Southerly on a curve to the left having a radius of 463.29 Feet and arc distance of 176.68 Feet; Thence North 76°16' West a distance of 140.00 Feet to the Point or Place of Beginning.

Parcel 2:

A part of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Starting at the Southeast Corner of Lot One (1), in Block Four (4), of Ridgcrest Country Estates Addition, a subdivision of a part of said Southeast Quarter (SE/4); Thence East parallel to and 50.00 Feet North of the South line of said Section a distance of 340.00 Feet; Thence North along the Easterly line of Parklawn Drive a distance of 484.00 Feet to the Point or Place of Beginning; Thence East a distance of 225.00 Feet; Thence to the Northeast 90.67 Feet along a curve having a radius of 378.29 Feet; Thence North 76°16' West a distance of 225.00 Feet to the Easterly line of Parklawn Drive; Thence Southwest along said Easterly line 144.60 Feet along a curve having a radius of 603.29 Feet to the Point or Place of Beginning.

Parcel 3:

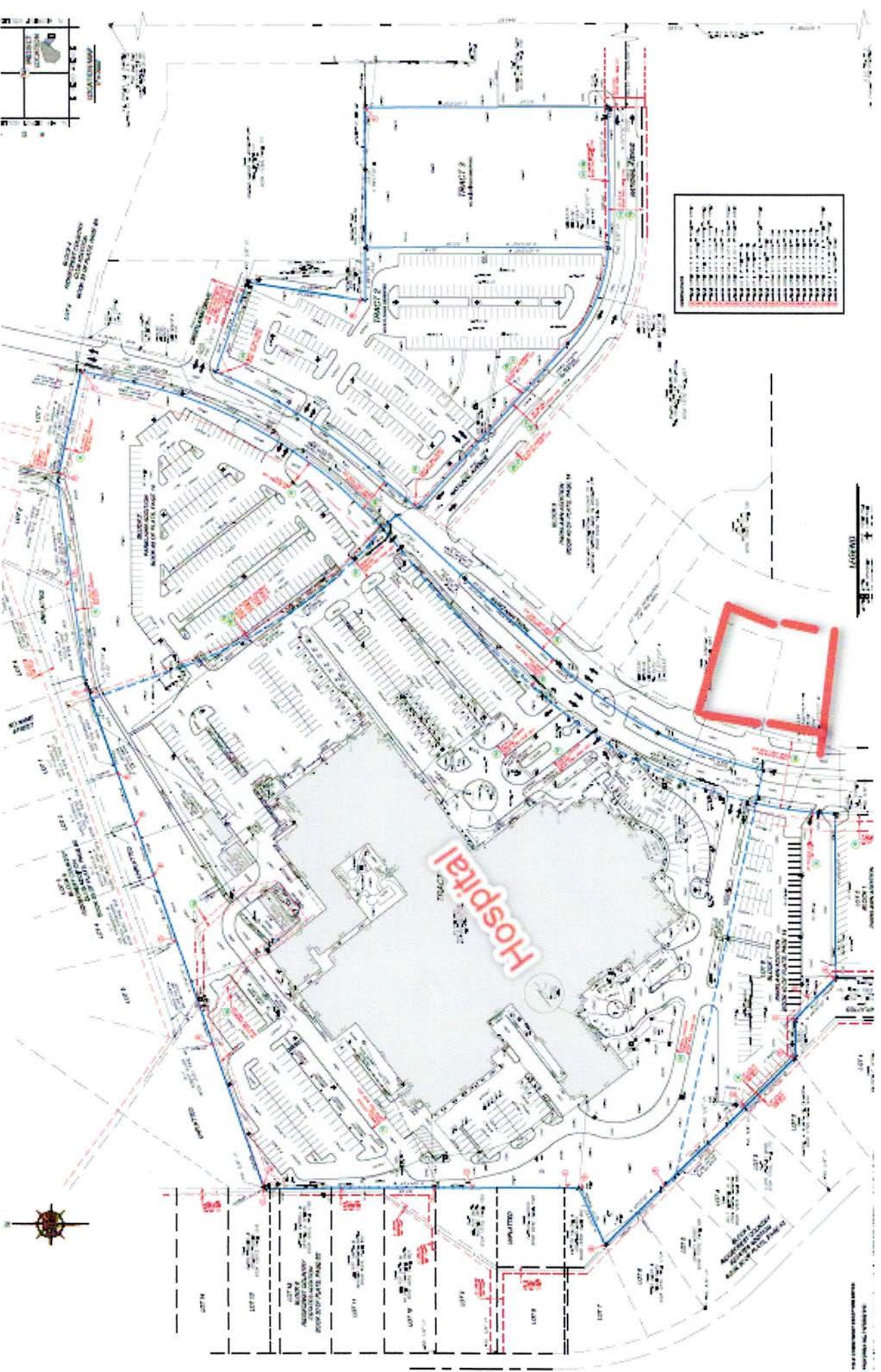
A part of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Starting at the Southeast Corner of Lot One (1), in Block Four (4), of Ridgcrest Country Estates Addition, a subdivision of a part of said Southeast Quarter (SE/4); Thence East parallel to and 50.00 Feet North of the South line of said Section a distance of 340.00 Feet; Thence North along the Easterly line of Parklawn Drive a distance of 484.00 Feet; Thence along said Easterly line, a distance of 144.60 Feet along a curve to the right having a radius of 603.29 Feet; Thence South 76°16' East, a distance of 140.00 feet to the Point or Place of Beginning; Thence to the Northeast, 176.68 Feet, along a curve having a radius of 463.29 Feet; Thence South 54°25' East, a distance of 85.00 Feet; Thence Southwest 144.27 Feet along a curve having a radius of 378.29 Feet; Thence North 76°16' West a distance of 85.00 Feet to the Point or Place of Beginning.

EXHIBIT "B"

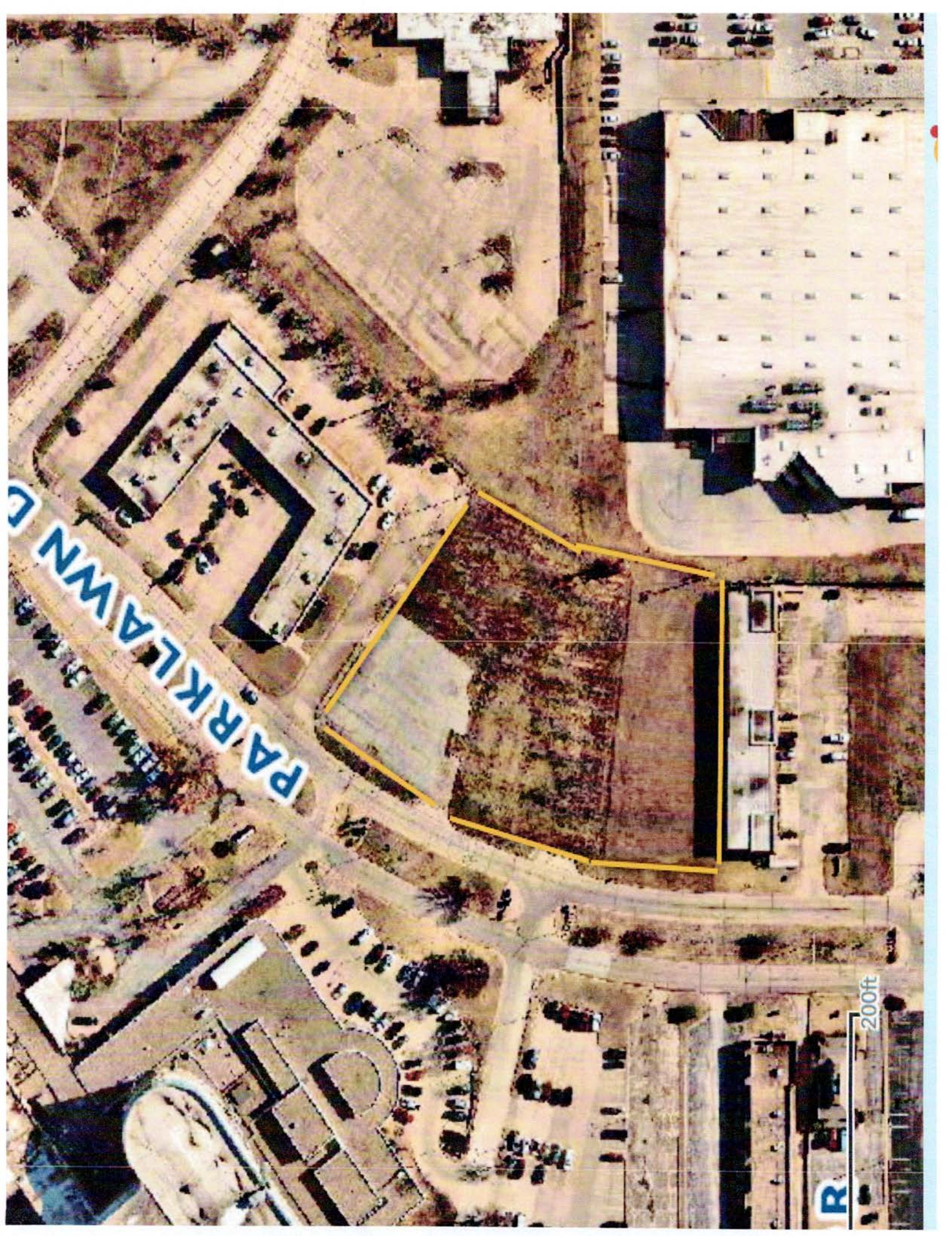
1. Ad Valorem taxes for 2021, and subsequent years, amounts of which are not ascertainable, due or payable.
2. Dedication in favor of the Public, recorded in Book 2767, page 601. (Parcels 1 and 2)
3. Street Dedication in favor of the Public, recorded in Book 2767, page 602. (Parcels 1 and 2)
4. Easement in favor of the City of Midwest City recorded in Book 2951, page 44. (Parcels 1 and 2)
5. Easement in favor of the City of Midwest City recorded in Book 2951, page 46. (Parcels 2 and 3)
6. Easement in favor of the City of Midwest City recorded in Book 2969, page 619. (Parcels 1 and 3)
7. Easement in favor of the City of Midwest City recorded in Book 4171, page 446. (Parcel 2)
8. Easement in favor of the Public recorded in Book 4219, page 1664. (Parcel 2)
9. Easement in favor of Oklahoma Gas and Electric Company recorded in Book 4241, page 126. (Parcels 1 and 3)
10. The following matters disclosed by an ALTA/NSPS survey made by James S. Yager (#1006) dated February 11, 2021:
 - a. Concrete air conditioner pads encroach onto Parcel 2 along the South boundary line.
 - b. Fiber Optic line located along the West boundary line of Parcel 2, outside of recorded fiber optic utility easement.
 - c. Asphalt parking lot encroaches over the Northeasterly boundary line of Parcel 1, onto the public road easement.



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	10/15/2024
2	REVISION: ADDITIONAL NOTES	11/05/2024
3	REVISION: CORRECTED DIMENSIONS	11/15/2024
4	REVISION: ADDED UTILITY LOCATIONS	12/01/2024
5	REVISION: FINAL AS-BUILT	12/15/2024



SCALE: 1" = 100 FEET



PARKLAWN D

R

200ft





Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: August 22, 2023

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: August 22, 2023

SUBJECT: Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of the real property located within the City near 8800 - 8832 SE 29th ST (a/k/a +/- 13.28 acres located in the NE/4, NE/4, Sec. 14, T11N, R02W, I.M., Oklahoma County, OK); and 2) in open session, authorizing the General Manager/Administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting.

Tim Lyon, City Manager



SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

August 22, 2023 – 6:03 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 or items will be removed and heard in regular order.

1. Discussion, consideration and possible action approving the July 25, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Economic Development Authority Fund, expenditures/EDA (95) \$5,581,933. (Finance - T. Cromar)
3. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Economic Development Authority approving that certain “Restated and Amended Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, American Glass, Inc; and AGI Properties, LLC; authorizing and directing the execution and delivery of the Amended and Restated Economic Development Assistance Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Economic Development Authority special meetings was filed with the City Clerk of Midwest City 48 hour prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

Midwest City Special Economic Development Authority Minutes

July 25, 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.

Vice Chairman Pat Byrne called the meeting to order at 10:09 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
	Trustee Sara Bana	Secretary Sara Hancock
Trustee Vacant	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Chairman Dukes

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

1. Discussion, consideration, and possible action of approving the June 27, 2023 minutes.
2. Discussion, consideration and possible action of approving Resolution EDA2023-03 for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2023 to be made available for fiscal year 2023-2024; and amending the budget for fiscal year 2023-2024 to include the released appropriations from the fiscal year 2022-2023 budgets as supplemental appropriations; and, effective July 1, 2023, renewing encumbrance commitments canceled at the close of day June 30, 2023.

DISCUSSION ITEMS.

1. **Discussion, consideration and possible action to amend and/or approve a contract with Garver Engineering, Norman, OK, for a total contract price of \$188,200 for the purposes of developing construction plans for the design of a railroad switch and spur to serve the American Glass, Inc. facility and the Soldier Creek Industrial Park, 7450 NE 23rd St.**

Coleman addressed Trustees. After Staff and Trustee discussion, Eads made a motion to approve the contract, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Bana and Favors. Nay: none. Absent: Dukes.

2. **Discussion, consideration and possible action to amend and/or approve a contract with Garver Engineering, Norman, OK, for a total contract price of \$148,096 for the purposes of developing construction plans for the design of a railroad switch and spur to serve the MTG/Centrillum Proteins Project, 7210 NE 36th St.**

After Trustee discussion Eads made a motion to approve the contract, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Bana and Favors. Nay: none. Absent: Dukes.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Vice Chairman Byrne adjourned the meeting at 10:15 PM.

ATTEST:

PAT BYRNE, Vice-Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 22, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Economic Development Authority Fund, expenditures/EDA (95) \$5,581,933.

This supplement is needed to roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year.

Tiatia Cromar

Finance Director

Attachment: Proposed Resolution

SUPPLEMENTS

August 22, 2023

Fund ECONOMIC DEVELOPMENT AUTHORITY (353)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
95	EDA			5,581,933	
		<u>0</u>	<u>0</u>	<u>5,581,933</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: August 22, 2023

Subject: Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Economic Development Authority approving that certain “Restated and Amended Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, American Glass, Inc; and AGI Properties, LLC; authorizing and directing the execution and delivery of the Amended and Restated Economic Development Assistance Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

American Glass, Inc. on February 28, 2023, entered into an agreement with the Midwest City Utilities Authority to purchase ± 11.73 acres (the “Property”) in the Soldier Creek Industrial Park. The agreement allows it to reassign the deed to another entity at Closing. The company also entered into an Economic Development Agreement with the Economic Development Authority (EDA Resolution 2023-02), which was approved on June 27, 2023.

The Economic Development Agreement promises up to \$450,000 in development finance assistance in addition to committing to construct a railroad switch/spur to serve the site. In return, American Glass is to hire at least 68 employees at wages above the Metro average.

Brother Sam and Jake Godair are in the process of purchasing American Glass from its current owner, Jessie Peterman. Mr. Peterman has formed AGI Properties, LLC, and plans to construct the 100,000 ft.², ± \$7.5 million headquarters and glass curtain wall assembly plant/warehouse on the Property for lease to American Glass. The incentives outlined in the Economic Development Agreement depend on Mr. Peterman’s completion of the plant as well as American Glass’ performance in hiring and retaining an adequate workforce; however, AGI Properties is not currently named in the agreement.

Staff is recommending the agreement be amended so that AGI Properties is added as a party.

Plans were approved and the building permit was picked up the morning of August 10, 2023. Closing will likely occur the last week of the month, and a formal groundbreaking ceremony will be scheduled shortly thereafter.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

A handwritten signature in black ink, appearing to read "Tim Lyon", is written over a horizontal line.

Tim Lyon, General Manager/Administrator

Attachment: Resolution
Amended & Restate Economic Development Agreement

RESOLUTION NO. EDA 2023-_____

A RESOLUTION OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY THAT CERTAIN “RESTATED & AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT,” BY AND BETWEEN THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, THE MIDWEST CITY UTILITIES AUTHORITY, AMERICAN GLASS, INC., AND AGI PROPERTIES, LLC (THE “RESTATED AND AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE AMENDED & RESTATED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, American Glass, Incorporated, an Oklahoma corporation (hereinafter “AGI”) intends to operate a ± 100,000 square glass wall panel assembly plant and headquarters at approximately 7452 NE 23rd ST; and to create approximately ± 70 new jobs having an average annualized wage equal to or greater than the average annualized wage required for participation in the Quality Jobs Program for jobs located in Oklahoma County (hereinafter the “Project”); and

WHEREAS, AGI Properties, LLC, an Oklahoma corporation (hereinafter “AGIP”) intends to develop and construct a ± 100,000 square glass wall panel assembly plant and headquarters at approximately 7452 NE 23rd ST, also known as Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of the Soldier Creek Industrial Park, an Addition to the City of Midwest City, Oklahoma County, Oklahoma; and

WHEREAS, as additional consideration for the AGI’s and AGIP’s (collectively known as the “Companies”) agreement to undertake the Project, the Midwest City Economic Development Authority and the Midwest City Utilities Authority, Oklahoma public trusts (collectively referred to hereinafter as the “Trusts”), have agreed to provide limited economic development assistance to the Companies in connection with the Project, pursuant to the terms and conditions of that certain this “Restated & Amended Economic Development Assistance Agreement”, dated as of August 22, 2023, by and between the Trusts and the Companies; and

WHEREAS, the Trustees of the Trusts have determined that it is in the best interest of the residents of Midwest City, Oklahoma that the Restated & Amended Economic Development Assistance Agreement be approved.

NOW, THEREFORE, BUT IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Approving the Terms and Conditions of the Development Assistance Agreement. The Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority hereby approve that certain “Restated and Amended Economic Development Assistance Agreement”, dated as of August 22, 2023, by and between the Trusts and the Companies (“the Economic Development Assistance Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of both Trusts.

SECTION 2. Authorizing and Directing Execution and Delivery of the Restated & Amended Economic Development Assistance Agreement and All Related Instruments. The Chairman and the Secretary are hereby

authorized and directed to execute and deliver the Restated & Amended Economic Development Assistance Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Economic Development Assistance Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority this _____ day of _____, 20____.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

MIDWEST CITY UTILITES AUTHORITY

Matthew D. Dukes II, Chairman

{SEAL}

ATTEST:

Sara Hancock, Secretary

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

Don Maisch, City Attorney

AMERICAN GLASS

RESTATED AND AMENDED
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among

The
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

The
MIDWEST CITY UTILITIES AUTHORITY,

AGI PROPERTIES, LLC

And

AMERICAN GLASS, INC.

Dated as of August 22, 2023

AMERICAN GLASS PROJECT

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AMERICAN GLASS PROJECT
RESTATED AND AMENDED
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS RESTATED AND AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of August 22, 2023 (hereinafter, the “Development Assistance Agreement”), is made and entered into by and among the Midwest City Economic Development Authority (hereinafter “EDA”), an Oklahoma public trust; the Midwest City Utilities Authority, an Oklahoma public trust, (hereinafter, the “Utilities Authority”), AGI Properties, LLC, an Oklahoma limited liability company (“AGI”), and American Glass, Inc., an Oklahoma corporation or its assigns, (hereinafter, the “Company”).

This Restated and Amended Economic Development Assistance Agreement amends, restates and replaces that Economic Development Assistance Agreement dated June 13, 2023.

WITNESSETH:

WHEREAS, the Company, a glass and glazing contractor involved in the manufacturing and installation of glass wall systems, intends to develop, construct, equip and operate a new headquarters facility for its operations and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix “1” hereto (hereinafter, the “Project Site”), and to operate such facilities to serve commercial customers across the United States; and

WHEREAS, AGI is an affiliate of the Company and has been formed to assist the Company in acquiring and constructing the AGI Facilities (defined below) on the Project Site; and

WHEREAS, the Company expects to create at least 68 jobs at the AGI Facilities, with salaries and benefits equal to or higher than the current average now obtained within Oklahoma County; and

WHEREAS, the parties wish to set forth the terms under which the EDA and the Utilities Authority have agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the EDA, the Utilities Authority, AGI and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company and AGI hereby agree:

(i) to acquire the Project Site on the terms and conditions set forth in that certain “Agreement for Purchase and Sale of Real Estate Agreement”, dated as of February 28, 2023, by and between the Midwest City Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”) and assigned by the Company to AGI; and

(ii) to cause the design, construction, installation and equipping of a ± 90,000 square foot glass wall assembly factory at an estimated cost of \$7.5 Million on the Project Site (collectively, the “AGI Facilities”) within the time frames hereinafter specified.

B. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

(i) to create and maintain a workforce having a minimum of 68 Full-Time Equivalent Jobs for any twelve (12) month period commencing on the first day of the month following the month in which the City issues a permanent Certificate of Occupancy for the entire AGI Facilities (hereinafter, the “Jobs Requirement Commencement Date”) and ending three (3) years from the Jobs Requirement Commencement Date (hereinafter, the “Jobs Requirement Period”) (For all purposes of this Development Assistance Agreement, “Full-Time Equivalent Jobs” shall mean that number of employees employed, or independent contractors and their employees utilized, and working within the AGI Facilities, during a given twelve (12) month period, as determined by dividing the sum or the total number of hours worked during such period by all employees of the Company, plus the total number of hours worked during the same period by employees of independent contractor hired by the Company to work within such facilities, by 2080.); and

(ii) upon completion of the Company’s performance of the covenants contained in Section 1.01(B)(i) above, the Company shall prepare and deliver to the EDA a “Certificate of Compliance” evidencing the Company’s compliance with the provisions of Section 1.01(B)(i), which Certificate of Compliance should include such exhibits and supporting documentation as necessary to evidence the dates and number of hours worked which satisfy the terms of Section 1.01(B)(i).

(The undertaking of the foregoing by the Company and AGI may be hereinafter referred to as the “Project”).

C. Subject to the terms hereinafter set forth, the EDA and the Utilities Authority hereby agrees to provide development assistance and other incentives for the Project as hereinafter set forth.

D. This Development Assistance Agreement and all obligations hereunder, except for those in Sections 4.01(vi) and 4.04 herein, shall terminate upon the Company’s performance and completion of the obligations in Section 1.01(A) and (B) herein, and in Section 4.05 and the EDA and Utilities Authority performance and completion of their obligations in Article IV herein. The covenants and obligations in Section 4.04 shall survive the termination of this Development Assistance Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company; Status of AGI.

A. The Company represents that it is a corporation duly organized and existing under the laws of the State of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

B. AGI represents that it is a limited liability company duly organized and existing under the laws of the State of Oklahoma. AGI is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement or any other

agreement governing AGI, or any law of the State of Oklahoma affecting AGI's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company and AGI. The Company's and AGI's ability to accomplish the Project with development assistance from the EDA has induced the Company and AGI to proceed with the Project and the Company and AGI hereby covenant to complete the same and continue to maintain and operate the Project for the term of this Development Assistance Agreement.

SECTION 2.03 Full Power and Authority. The Company and AGI each represent that each entity has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company and AGI in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company and AGI or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company and AGI each represent that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing the Company and AGI or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company and/or AGI is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company or AGI, is any such action threatened which, if adversely determined, would materially adversely affect the Company, AGI or the Project, or impair the ability of the Company or AGI to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company and AGI each warrant that it has not paid or given and will not pay or give any officer, employee or agent of the City of Midwest City, OK (hereinafter "City") or any entity thereof, money or other consideration for obtaining this Development Assistance Agreement. The Company and AGI each further represent that, to its best knowledge and belief, no officer, employee or agent of the City or AGI or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. Financial statements of the Company heretofore delivered to the EDA and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Company on the respective dates thereof. There has been no material adverse change in the financial condition of the Company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company or AGI pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Authorities. The EDA and the Utilities Authority are duly organized and validly existing public trusts under the laws of the State of Oklahoma and as such, are duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authorities. The EDA and the Utilities Authority are fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out their obligations hereunder and thereunder. Both the EDA and the Utilities Authority have duly authorized its Chairmen, or in his absence, its Vice-Chairmen, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the EDA and the Utilities Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services. The parties agree to cooperate in upgrading such of the utilities as may be required for the Project.

SECTION 2.12 No Default. The performance by the EDA and the Utilities Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement, this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authorities or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the EDA, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company, AGI, the EDA and the Utilities Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein for a period.

ARTICLE III

DEVELOPMENT AND CONSTRUCTION OF THE AGI FACILITIES

SECTION 3.01 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.02 Basic Concept Drawings. Prior to and immediately following the execution of this Agreement, the Company shall submit the Facility Construction Plans and Specifications and the Infrastructure Plans and Specifications describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. No substantial changes shall hereafter be made in the Facility Construction Plans and Specifications or in the Infrastructure Plans and Specifications unless mutually agreed upon, in writing, by the Company and the EDA.

SECTION 3.03 Construction Drawings and Related Documents. On or before the start dates specified in Section 3.07 hereof, the Company shall prepare and submit construction drawings, specifications and related documents for the AGI Facilities (hereinafter, the “Construction Plans”) to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Construction Plans, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Construction Plans can receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Plans shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the EDA and Utilities Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.04 Construction of Improvements. The Company and AGI agree that all construction, renovation, improvement, equipping, repair and installation in and to the AGI Facilities shall be done in accordance with the building, safety and zoning codes of the City, and the Construction Plans and related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the AGI Facilities, the Company and AGI shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The EDA and the Utilities Authority shall cooperate with and provide all usual assistance to the Company and AGI in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.06 Cost of Construction. All costs of the Project shall be borne by the Company, AGI or third-parties under contract to the Company to pay such costs.

SECTION 3.07 Construction Schedule. This following schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company and AGI, provided that any extension of time in the completion schedule shall require approval of the EDA and the Utilities Authority, which shall not be unreasonably withheld. This schedule is as follows:

- (i) That not later than August 1, 2023, the Company and AGI shall submit detailed Code compliant construction documents signed and sealed by Oklahoma design professionals where required, and an application for a building permit for the AGI Facilities; and
- (ii) That not later than two (2) months following the City’s approval of construction documents and issuance of a building permit, the Company and AGI shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of the AGI Facilities, with such work in any case being completed leading to a City Certificate of Occupancy on or before January 1, 2025; and

(iii) Within forty-five (45) days of AGI's receipt of a Certificate of Occupancy from the City, the Utilities Authority shall rebate to AGI the Purchase Price of the Property, less Closing Costs.

If it appears that any of the above-described phases of the AGI Facilities cannot be completed within the period of time set forth in this section, the Company and AGI shall promptly report to the EDA and Utilities Authority that the AGI Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company and AGI shall provide an updated schedule regarding the time required for the completion of such AGI Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the EDA and the Utilities Authority, which approval shall not be unreasonably withheld.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the EDA and the Utilities Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company and AGI, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, such representatives of the EDA or Utilities Authority will check in with the on-site manager. All such representatives of the EDA or Utilities Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The EDA and the Utilities Authority agrees to cooperate with the Company and AGI in facilitating access by the Company and AGI to the Project Site for construction purposes, provided that neither the EDA nor the Utilities Authority shall incur any financial obligations therefor.

SECTION 3.09 Indemnification of the Authorities. The Company and AGI shall defend, indemnify, assume all responsibility for, and hold the EDA and the Utilities Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the EDA or the Utilities Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's or AGI's activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Company, AGI or anyone directly or indirectly contracted with or employed by the Company or AGI and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where the Company or AGI owns or has control of real property pursuant to any of the Company's or AGI's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the EDA and the Utilities Authority from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the EDA and Utilities Authority required in Section 3.09 hereof, the Company and AGI shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the AGI Facilities in the amount of at least

One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company and AGI will name the EDA and Utilities Authority as an “Additional Insured” and include endorsements to the effect that the insurer agrees to notify the EDA and the Utilities Authority not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company and AGI shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the EDA and the Utilities Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the EDA and the Utilities Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company and AGI shall be primary insurance and not contributing with any insurance maintained by the EDA and the Utilities Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the EDA and the Utilities Authority at the time of execution of this Development Assistance Agreement.

C. The Company and AGI shall also furnish or cause to be furnished to the EDA and the Utilities Authority evidence satisfactory to both that any contractor with whom they have contracted for the performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.11 Local, State and Federal Laws. The Company and AGI shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Company and AGI, for themselves, their successors and assigns, and any contractor with whom Company or AGI has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company and AGI shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Company and AGI shall pay when due all real estate taxes and assessments on the Project Site. During the period of this Development Assistance Agreement, the Company and AGI shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Nothing herein contained shall be deemed to prohibit the Company or AGI from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company or AGI in respect thereto.

SECTION 3.14 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; neither the Company nor AGI shall make any total or partial sale, transfer, conveyance, assignment or lease of the AGI Facilities:

(i) prior to the Company's and AGI's completion of their obligations in Section 1.01(A) and (B) of this Development Assistance Agreement,

(ii) without the prior written consent of the EDA and the Utilities Authority, which consent shall not be unreasonably withheld;

Provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the AGI Facilities to such third-parties as it may deem advisable, in its sole discretion, or to effectuate a 1031 tax deferred transaction.

SECTION 3.15 Reports By the Company and AGI: Sales Tax Collections.

A. The Company and AGI shall establish and maintain records and reports for all costs associated with the Project with the performance and completion of the obligations in Section 1.01(A) and (B) of this Development Assistance Agreement. Such records shall be made available for review or audit at the offices of the Company upon written request by the EDA or the Utilities Authority at a reasonable time after such request.

ARTICLE IV

RAIL EXTENSION, OTHER DEVELOPMENT INCENTIVES

SECTION 4.01 Construction of the Rail Switch, Spur. As an inducement for the Company and AGI to operate the AGI Facilities on the Project Site, the EDA agrees, at its sole cost and expense, to construct or cause the construction of a rail switch and spur connecting the AGI Facilities to the Arkansas - Oklahoma Railroad (formerly, the "Union Pacific Railroad"), which spur shall be sufficient, in the Company's reasonable judgment, to serve the AGI Facilities, as such facilities are described herein. The parties further agree that:

(i) At the EDA's sole cost and expense, the EDA shall negotiate with a professional engineer for surveying, design and inspection services following the Company's and AGI's submittal of Construction Documents for permitting.

(ii) Following the submittal of the Construction Documents for permitting, the EDA shall enter into a contract with said professional engineer to create construction plans leading to the installation of a rail switch and rail spur to serve the AGI Facilities, and such plans shall thereafter be subject to the review and written approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed.

(iii) The EDA shall contract for the construction of the switch and spur, at the EDA's cost, following the issuance of a permit for the AGI Facilities and only after the Company's written approval of such plans, which approval shall not be unreasonably withheld, conditioned or delayed, and the granting of all easements and right-of-ways reasonably necessary.

(iv) Construction of the switch and spur shall commence following the commencement of construction on the AGI Facilities.

(v) The EDA shall be responsible for the cost and coordination of all permits and inspections leading to the installation of the switch and spur.

(vi) The EDA shall be responsible for all costs associated with the maintenance and liability of the spur following construction, subject to the terms and conditions of any spur track agreement with the applicable railroad. This covenant shall survive the termination of this Development Assistance Agreement.

SECTION 4.02 Additional Public Improvements. To further induce the Company and AGI into undertaking the Project, the EDA agrees to reimburse AGI up to \$50,000 for installation of the following City approved improvements within public rights-of-ways or easements:

- (i) any necessary extension and/or improvement of existing utilities to the Project Site, including electricity, natural gas distribution, sanitary sewer collection, storm sewer, telecommunications and water distribution;
- (iii) sidewalk and/or trail improvements; and
- (iv) landscaping and irrigation systems.

SECTION 4.03 Economic Development Assistance. The Utilities Authority agrees to rebate to AGI the cost of the land purchase, less all Closing costs, within forty-five (45) days of the City's issuance of a Certificate of Occupancy for the AGI Facilities.

SECTION 4.04 Signage. The EDA and the Utilities Authority agrees to work with the Company on selecting the design and location(s) of freestanding sign(s) as allowed by the zoning district governing the Soldier Creek Industrial Park. Furthermore, the EDA agrees to absorb the cost of such installations and maintenance. This covenant shall survive the termination of this Development Assistance Agreement.

ARTICLE V

USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. Until the performance and completion of the obligations in Section 1.01 of this Development Assistance Agreement, the Company and AGI each covenant by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company nor AGI, itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the EDA, the Utilities Authority, their successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement which shall terminate upon the performance and completion of the obligations in Section 1.01 of this Development Assistance Agreement.

SECTION 5.02 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The EDA and the Utilities Authority are deemed the beneficiaries of the terms and provisions of this Development Assistance Agreement, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement and the covenants

running with the land have been provided. This Development Assistance Agreement shall run in favor of the EDA and the Utilities Authority, without regard to whether the EDA or the Utilities Authority have been, remains or is an owner of any land or interest therein in the Project Site. The EDA and/or the Utilities Authority shall have the right, if this Development Assistance Agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company, AGI and the EDA and/or the Utilities Authority.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;
- (ii) Material variance from the approved Construction Plans without prior written consent of the EDA or the Utilities Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Preliminary Construction Plans;
- (iii) Default by the Company or AGI in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the EDA in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;
- (iv) Any representation, statement, certificate, schedule or report made or furnished to the EDA or the Utilities Authority by the Company or AGI with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Company or AGI fails to take or cause to be taken corrective measures satisfactory to the EDA and the Utilities Authority within thirty (30) days after written notice by the EDA or the Utilities Authority;
- (v) The initiation of bankruptcy or receivership proceedings by or against the Company or AGI and the pendency of such proceedings for sixty (60) days; or
- (vi) The failure by the Company to maintain those workforce covenants contained in Section 1.01(B)(i) hereof.

SECTION 6.02 Notice of Default; Remedies.

A. The EDA or the Utilities Authority will provide the Company and/or AGI, as applicable, with notice and thirty (30) days opportunity to cure any Event of Default described in Section 6.01(i) through (v). The EDA will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 6.01(vi).

B. Upon the Company's or AGI's failure to cure any Event of Default to the EDA's or the Utilities Authority's satisfaction within the applicable period of time described in Section 6.02(A), the EDA or the Utilities Authority may, at their options, proceed simultaneously or selectively and successively to enforce its rights under this Development Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event the EDA or the Utilities Authority shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Development Assistance Agreement may also be extended in writing by the mutual agreement of the EDA, the Utilities Authority, the Company and AGI.

SECTION 6.05 Non-liability of Officials, Employees and Agents of the Authorities. No official, employee or agent of the EDA or the Utilities Authority or the Company or AGI shall be personally liable to the any of other parties, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the EDA or the Utilities Authority.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Authorities' Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the EDA or the Utilities Authority to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than the increment revenues generated from Increment District Number Three, City of Midwest City, Oklahoma.

SECTION 7.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by - certified mail, postage prepaid, return receipt requested or a delivery service requiring a signature upon delivery and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received on the date signed for by recipient.

If to the Company:

American Glass, Inc.
4600 West 41st Street
Tulsa, Oklahoma 74107
Attn: Sam Godair

If to AGI: AGI Properties, LLC
110 W 7th Street, Suite 900
Tulsa, Oklahoma 74119
Attn: Robert B. Sartin

If to the EDA: Midwest City Economic Development Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

If to the Utilities Authority: Midwest City Utilities Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

SECTION 7.03 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company, AGI, the Utilities Authority and the EDA.

SECTION 7.04 Non-Waiver; Cumulative Remedies. No failure on the part of the EDA or the Utilities Authority to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Utilities Authority or EDA of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 7.05 Assignment. The rights and benefits under this Development Assistance Agreement may be assigned by the EDA and the Utilities Authority. The parties agree that AGI may effectuate a Section 1031 tax-deferred exchange as part of this transaction. Accordingly, AGI may assign this Development Assistance Agreement or certain of its right hereunder as part of such Section 1031 exchange; provided, however, that the third-party to the Section 1031 exchange shall execute a partial assignment agreeing to be bound by the terms hereof, including, without limitation, the provisions of Article III of this agreement.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the EDA or the Utilities Authority as a joint venturer with the Company or AGI or to constitute a partnership among the parties. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Estate Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Right to Defend. The EDA and the Utilities Authority shall have the right, but not the obligation, with benefit of counsel selected by the EDA and the Utilities Authority, all at the Company's and AGI's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and in connection therewith, pay out of the development assistance funds hereinabove described, all necessary expenses, including fees of counsel, if the Company or AGI fails to so commence, appear in or defend any such action or proceeding, except in a suit by the Company or AGI against the EDA and/or the Utilities Authority, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 7.12 Execution in Counterparts. This Development Assistance Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority and the Midwest City Utilities Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the EDA or the Utilities Authority shall be held personally liable therefore.

IN WITNESS WHEREOF, the EDA, the Utilities Authority, AGI and the Company have caused this instrument to be duly executed this _____ day of _____, 2023.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MIDWEST CITY UTILITIES AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

AGI PROPERTIES, LLC

Manager/Managing Member

AMERICAN GLASS, INC.

President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2023, personally appeared _____, to me known to be the identical person who subscribed the name of AGI Properties, LLC to the foregoing instrument as its Manager/Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2023, personally appeared _____, to me known to be the identical person who subscribed the name of American Glass, Inc. to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

APPENDIX "1"

LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township One (1) North, Ranger Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.



PUBLIC DISCUSSION





MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

August 22, 2023 – 6:04 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 or items will be removed and heard in regular order.

1. Discussion, consideration, and possible action of approving the June 27, 2023 minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Utilities Authority Fund, expenses/Economic (87) \$928,548. (Finance - T. Cromar)
3. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority approving that certain “Restated and Amended Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, American Glass, Inc. and AGI Properties, LLC; authorizing and directing the execution and delivery of the Amended and Restated Economic Development Assistance Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Utilities Authority special meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Utilities Authority Minutes
Special Meeting**

June 27, 2023

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

Chairman Matt Dukes called the meeting to order at 7:11 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Ward 3 Trustee - Vacant	Trustee Rick Favors	Authority Attorney Don Maisch

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving the June 13, 2023 meeting minutes.

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

2. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and American Glass, Inc. (the “Economic Development Assistance Agreement”); authorizing and directing the execution and delivery of the Development Assistance Agreement; and containing other provisions relating thereto.

Eads made a motion to approve Resolution UA2023-03, seconded by Reed. Voting Aye: Eads, Byrne, Reed, Bana, Favors and Dukes. Nay: none. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:12 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



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

TO: Honorable Chairman and Trustees
Midwest City Utility Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 22, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Utilities Authority Fund, expenses/Economic (87) \$928,548.

This supplement is needed to roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 22, 2023

Fund UTILITIES AUTHORITY (193)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
87	Economic			928,548	
		<u>0</u>	<u>0</u>	<u>928,548</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2022-2023 to current fiscal year. Funding to come from fund balance.



Midwest City Utilities Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: August 22, 2023

Subject: Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority approving that certain “Restated and Amended Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, American Glass, Inc. and AGI Properties, LLC; authorizing and directing the execution and delivery of the Amended and Restated Economic Development Assistance Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

American Glass, Inc. on February 28, 2023, entered into an agreement with the Midwest City Utilities Authority to purchase ± 11.73 acres (the “Property”) in the Soldier Creek Industrial Park via Resolution UA 2023-01. The agreement allows it to reassign the deed to another entity at Closing.

The company also entered into an Economic Development Agreement with the Economic Development Authority (EDA Resolution 2023-02), which was approved on June 27, 2023. The Economic Development Agreement promises up to \$450,000 in development finance assistance in addition to committing to construct a railroad switch/spur to serve the site. In return, American Glass is to hire at least 68 employees at wages above the Metro average.

Brother Sam and Jake Godair are in the process of purchasing American Glass from its current owner, Jessie Peterman. Mr. Peterman has formed AGI Properties, LLC, and plans to construct the 100,000 ft.², ± \$7.5 million headquarters and glass curtain wall assembly plant/warehouse on the Property for lease to American Glass. The incentives outlined in the Economic Development Agreement depend on Mr. Peterman’s completion of the plant as well as American Glass’ performance in hiring and retaining an adequate workforce; however, AGI Properties is not currently named in the agreement.

Staff is recommending the agreement be amended so that AGI Properties is added as a party.

Plans were approved and the building permit was picked up the morning of August 10, 2023. Closing will likely occur the last week of the month, and a formal groundbreaking ceremony will be scheduled shortly thereafter.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

A handwritten signature in black ink, appearing to read "Tim Lyon", is written over a horizontal line.

Tim Lyon, General Manager/Administrator

Attachment: Resolution, Amended & Restate Economic Development Agreement

RESOLUTION NO. UA 2023-_____

A RESOLUTION OF THE MIDWEST CITY UTILITIES AUTHORITY THAT CERTAIN “RESTATED & AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT,” BY AND BETWEEN THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, THE MIDWEST CITY UTILITIES AUTHORITY, AMERICAN GLASS, INCORPORATED AND AGI PROPERTIES, LLC (THE “RESTATED AND AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE AMENDED & RESTATED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, American Glass, Incorporated, an Oklahoma corporation (hereinafter “AGI”) intends to operate a ± 100,000 square glass wall panel assembly plant and headquarters at approximately 7452 NE 23rd ST; and to create approximately ± 70 new jobs having an average annualized wage equal to or greater than the average annualized wage required for participation in the Quality Jobs Program for jobs located in Oklahoma County (hereinafter the “Project”); and

WHEREAS, AGI Properties, LLC, an Oklahoma corporation (hereinafter “AGIP”) intends to develop and construct a ± 100,000 square glass wall panel assembly plant and headquarters at approximately 7452 NE 23rd ST, also known as Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of the Soldier Creek Industrial Park, an Addition to the City of Midwest City, Oklahoma County, Oklahoma; and

WHEREAS, as additional consideration for the AGI’s and AGIP’s (collectively known as the “Companies”) agreement to undertake the Project, the Midwest City Economic Development Authority and the Midwest City Utilities Authority, Oklahoma public trusts (collectively referred to hereinafter as the “Trusts”), have agreed to provide limited economic development assistance to the Companies in connection with the Project, pursuant to the terms and conditions of that certain this “Restated & Amended Economic Development Assistance Agreement”, dated as of August 22, 2023, by and between the Trusts and the Companies; and

WHEREAS, the Trustees of the Trusts have determined that it is in the best interest of the residents of Midwest City, Oklahoma that the Restated & Amended Economic Development Assistance Agreement be approved.

NOW, THEREFORE, BUT IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Approving the Terms and Conditions of the Development Assistance Agreement. The Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority hereby approve that certain “Restated and Amended Economic Development Assistance Agreement”, dated as of August 22, 2023, by and between the Trusts and the Companies (“the Economic Development Assistance Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of both Trusts.

SECTION 2. Authorizing and Directing Execution and Delivery of the Restated & Amended Economic Development Assistance Agreement and All Related Instruments. The Chairman and the Secretary are hereby

authorized and directed to execute and deliver the Restated & Amended Economic Development Assistance Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Economic Development Assistance Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority this _____ day of _____, 20_____.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

MIDWEST CITY UTILITES AUTHORITY

Matthew D. Dukes II, Chairman

{SEAL}

ATTEST:

Sara Hancock, Secretary

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

Don Maisch, City Attorney

AMERICAN GLASS

RESTATED AND AMENDED
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among

The
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

The
MIDWEST CITY UTILITIES AUTHORITY,

AGI PROPERTIES, LLC

And

AMERICAN GLASS, INC.

Dated as of August 22, 2023

AMERICAN GLASS PROJECT

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AMERICAN GLASS PROJECT
RESTATED AND AMENDED
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS RESTATED AND AMENDED ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of August 22, 2023 (hereinafter, the “Development Assistance Agreement”), is made and entered into by and among the Midwest City Economic Development Authority (hereinafter “EDA”), an Oklahoma public trust; the Midwest City Utilities Authority, an Oklahoma public trust, (hereinafter, the “Utilities Authority”), AGI Properties, LLC, an Oklahoma limited liability company (“AGI”), and American Glass, Inc., an Oklahoma corporation or its assigns, (hereinafter, the “Company”).

This Restated and Amended Economic Development Assistance Agreement amends, restates and replaces that Economic Development Assistance Agreement dated June 13, 2023.

WITNESSETH:

WHEREAS, the Company, a glass and glazing contractor involved in the manufacturing and installation of glass wall systems, intends to develop, construct, equip and operate a new headquarters facility for its operations and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix “1” hereto (hereinafter, the “Project Site”), and to operate such facilities to serve commercial customers across the United States; and

WHEREAS, AGI is an affiliate of the Company and has been formed to assist the Company in acquiring and constructing the AGI Facilities (defined below) on the Project Site; and

WHEREAS, the Company expects to create at least 68 jobs at the AGI Facilities, with salaries and benefits equal to or higher than the current average now obtained within Oklahoma County; and

WHEREAS, the parties wish to set forth the terms under which the EDA and the Utilities Authority have agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the EDA, the Utilities Authority, AGI and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company and AGI hereby agree:

(i) to acquire the Project Site on the terms and conditions set forth in that certain “Agreement for Purchase and Sale of Real Estate Agreement”, dated as of February 28, 2023, by and between the Midwest City Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”) and assigned by the Company to AGI; and

(ii) to cause the design, construction, installation and equipping of a ± 90,000 square foot glass wall assembly factory at an estimated cost of \$7.5 Million on the Project Site (collectively, the “AGI Facilities”) within the time frames hereinafter specified.

B. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

(i) to create and maintain a workforce having a minimum of 68 Full-Time Equivalent Jobs for any twelve (12) month period commencing on the first day of the month following the month in which the City issues a permanent Certificate of Occupancy for the entire AGI Facilities (hereinafter, the “Jobs Requirement Commencement Date”) and ending three (3) years from the Jobs Requirement Commencement Date (hereinafter, the “Jobs Requirement Period”) (For all purposes of this Development Assistance Agreement, “Full-Time Equivalent Jobs” shall mean that number of employees employed, or independent contractors and their employees utilized, and working within the AGI Facilities, during a given twelve (12) month period, as determined by dividing the sum or the total number of hours worked during such period by all employees of the Company, plus the total number of hours worked during the same period by employees of independent contractor hired by the Company to work within such facilities, by 2080.); and

(ii) upon completion of the Company’s performance of the covenants contained in Section 1.01(B)(i) above, the Company shall prepare and deliver to the EDA a “Certificate of Compliance” evidencing the Company’s compliance with the provisions of Section 1.01(B)(i), which Certificate of Compliance should include such exhibits and supporting documentation as necessary to evidence the dates and number of hours worked which satisfy the terms of Section 1.01(B)(i).

(The undertaking of the foregoing by the Company and AGI may be hereinafter referred to as the “Project”).

C. Subject to the terms hereinafter set forth, the EDA and the Utilities Authority hereby agrees to provide development assistance and other incentives for the Project as hereinafter set forth.

D. This Development Assistance Agreement and all obligations hereunder, except for those in Sections 4.01(vi) and 4.04 herein, shall terminate upon the Company’s performance and completion of the obligations in Section 1.01(A) and (B) herein, and in Section 4.05 and the EDA and Utilities Authority performance and completion of their obligations in Article IV herein. The covenants and obligations in Section 4.04 shall survive the termination of this Development Assistance Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company; Status of AGI.

A. The Company represents that it is a corporation duly organized and existing under the laws of the State of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

B. AGI represents that it is a limited liability company duly organized and existing under the laws of the State of Oklahoma. AGI is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement or any other

agreement governing AGI, or any law of the State of Oklahoma affecting AGI's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company and AGI. The Company's and AGI's ability to accomplish the Project with development assistance from the EDA has induced the Company and AGI to proceed with the Project and the Company and AGI hereby covenant to complete the same and continue to maintain and operate the Project for the term of this Development Assistance Agreement.

SECTION 2.03 Full Power and Authority. The Company and AGI each represent that each entity has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company and AGI in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company and AGI or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company and AGI each represent that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing the Company and AGI or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company and/or AGI is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company or AGI, is any such action threatened which, if adversely determined, would materially adversely affect the Company, AGI or the Project, or impair the ability of the Company or AGI to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company and AGI each warrant that it has not paid or given and will not pay or give any officer, employee or agent of the City of Midwest City, OK (hereinafter "City") or any entity thereof, money or other consideration for obtaining this Development Assistance Agreement. The Company and AGI each further represent that, to its best knowledge and belief, no officer, employee or agent of the City or AGI or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. Financial statements of the Company heretofore delivered to the EDA and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Company on the respective dates thereof. There has been no material adverse change in the financial condition of the Company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company or AGI pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Authorities. The EDA and the Utilities Authority are duly organized and validly existing public trusts under the laws of the State of Oklahoma and as such, are duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authorities. The EDA and the Utilities Authority are fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out their obligations hereunder and thereunder. Both the EDA and the Utilities Authority have duly authorized its Chairmen, or in his absence, its Vice-Chairmen, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the EDA and the Utilities Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services. The parties agree to cooperate in upgrading such of the utilities as may be required for the Project.

SECTION 2.12 No Default. The performance by the EDA and the Utilities Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement, this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authorities or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the EDA, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company, AGI, the EDA and the Utilities Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein for a period.

ARTICLE III

DEVELOPMENT AND CONSTRUCTION OF THE AGI FACILITIES

SECTION 3.01 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.02 Basic Concept Drawings. Prior to and immediately following the execution of this Agreement, the Company shall submit the Facility Construction Plans and Specifications and the Infrastructure Plans and Specifications describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. No substantial changes shall hereafter be made in the Facility Construction Plans and Specifications or in the Infrastructure Plans and Specifications unless mutually agreed upon, in writing, by the Company and the EDA.

SECTION 3.03 Construction Drawings and Related Documents. On or before the start dates specified in Section 3.07 hereof, the Company shall prepare and submit construction drawings, specifications and related documents for the AGI Facilities (hereinafter, the “Construction Plans”) to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Construction Plans, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Construction Plans can receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Plans shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the EDA and Utilities Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.04 Construction of Improvements. The Company and AGI agree that all construction, renovation, improvement, equipping, repair and installation in and to the AGI Facilities shall be done in accordance with the building, safety and zoning codes of the City, and the Construction Plans and related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the AGI Facilities, the Company and AGI shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The EDA and the Utilities Authority shall cooperate with and provide all usual assistance to the Company and AGI in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.06 Cost of Construction. All costs of the Project shall be borne by the Company, AGI or third-parties under contract to the Company to pay such costs.

SECTION 3.07 Construction Schedule. This following schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company and AGI, provided that any extension of time in the completion schedule shall require approval of the EDA and the Utilities Authority, which shall not be unreasonably withheld. This schedule is as follows:

- (i) That not later than August 1, 2023, the Company and AGI shall submit detailed Code compliant construction documents signed and sealed by Oklahoma design professionals where required, and an application for a building permit for the AGI Facilities; and
- (ii) That not later than two (2) months following the City’s approval of construction documents and issuance of a building permit, the Company and AGI shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of the AGI Facilities, with such work in any case being completed leading to a City Certificate of Occupancy on or before January 1, 2025; and

(iii) Within forty-five (45) days of AGI's receipt of a Certificate of Occupancy from the City, the Utilities Authority shall rebate to AGI the Purchase Price of the Property, less Closing Costs.

If it appears that any of the above-described phases of the AGI Facilities cannot be completed within the period of time set forth in this section, the Company and AGI shall promptly report to the EDA and Utilities Authority that the AGI Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company and AGI shall provide an updated schedule regarding the time required for the completion of such AGI Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the EDA and the Utilities Authority, which approval shall not be unreasonably withheld.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the EDA and the Utilities Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company and AGI, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, such representatives of the EDA or Utilities Authority will check in with the on-site manager. All such representatives of the EDA or Utilities Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The EDA and the Utilities Authority agrees to cooperate with the Company and AGI in facilitating access by the Company and AGI to the Project Site for construction purposes, provided that neither the EDA nor the Utilities Authority shall incur any financial obligations therefor.

SECTION 3.09 Indemnification of the Authorities. The Company and AGI shall defend, indemnify, assume all responsibility for, and hold the EDA and the Utilities Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the EDA or the Utilities Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's or AGI's activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Company, AGI or anyone directly or indirectly contracted with or employed by the Company or AGI and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where the Company or AGI owns or has control of real property pursuant to any of the Company's or AGI's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the EDA and the Utilities Authority from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the EDA and Utilities Authority required in Section 3.09 hereof, the Company and AGI shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the AGI Facilities in the amount of at least

One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company and AGI will name the EDA and Utilities Authority as an “Additional Insured” and include endorsements to the effect that the insurer agrees to notify the EDA and the Utilities Authority not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company and AGI shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the EDA and the Utilities Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the EDA and the Utilities Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company and AGI shall be primary insurance and not contributing with any insurance maintained by the EDA and the Utilities Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the EDA and the Utilities Authority at the time of execution of this Development Assistance Agreement.

C. The Company and AGI shall also furnish or cause to be furnished to the EDA and the Utilities Authority evidence satisfactory to both that any contractor with whom they have contracted for the performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.11 Local, State and Federal Laws. The Company and AGI shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Company and AGI, for themselves, their successors and assigns, and any contractor with whom Company or AGI has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company and AGI shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Company and AGI shall pay when due all real estate taxes and assessments on the Project Site. During the period of this Development Assistance Agreement, the Company and AGI shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Nothing herein contained shall be deemed to prohibit the Company or AGI from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company or AGI in respect thereto.

SECTION 3.14 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; neither the Company nor AGI shall make any total or partial sale, transfer, conveyance, assignment or lease of the AGI Facilities:

(i) prior to the Company's and AGI's completion of their obligations in Section 1.01(A) and (B) of this Development Assistance Agreement,

(ii) without the prior written consent of the EDA and the Utilities Authority, which consent shall not be unreasonably withheld;

Provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the AGI Facilities to such third-parties as it may deem advisable, in its sole discretion, or to effectuate a 1031 tax deferred transaction.

SECTION 3.15 Reports By the Company and AGI: Sales Tax Collections.

A. The Company and AGI shall establish and maintain records and reports for all costs associated with the Project with the performance and completion of the obligations in Section 1.01(A) and (B) of this Development Assistance Agreement. Such records shall be made available for review or audit at the offices of the Company upon written request by the EDA or the Utilities Authority at a reasonable time after such request.

ARTICLE IV

RAIL EXTENSION, OTHER DEVELOPMENT INCENTIVES

SECTION 4.01 Construction of the Rail Switch, Spur. As an inducement for the Company and AGI to operate the AGI Facilities on the Project Site, the EDA agrees, at its sole cost and expense, to construct or cause the construction of a rail switch and spur connecting the AGI Facilities to the Arkansas - Oklahoma Railroad (formerly, the "Union Pacific Railroad"), which spur shall be sufficient, in the Company's reasonable judgment, to serve the AGI Facilities, as such facilities are described herein. The parties further agree that:

(i) At the EDA's sole cost and expense, the EDA shall negotiate with a professional engineer for surveying, design and inspection services following the Company's and AGI's submittal of Construction Documents for permitting.

(ii) Following the submittal of the Construction Documents for permitting, the EDA shall enter into a contract with said professional engineer to create construction plans leading to the installation of a rail switch and rail spur to serve the AGI Facilities, and such plans shall thereafter be subject to the review and written approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed.

(iii) The EDA shall contract for the construction of the switch and spur, at the EDA's cost, following the issuance of a permit for the AGI Facilities and only after the Company's written approval of such plans, which approval shall not be unreasonably withheld, conditioned or delayed, and the granting of all easements and right-of-ways reasonably necessary.

(iv) Construction of the switch and spur shall commence following the commencement of construction on the AGI Facilities.

(v) The EDA shall be responsible for the cost and coordination of all permits and inspections leading to the installation of the switch and spur.

(vi) The EDA shall be responsible for all costs associated with the maintenance and liability of the spur following construction, subject to the terms and conditions of any spur track agreement with the applicable railroad. This covenant shall survive the termination of this Development Assistance Agreement.

SECTION 4.02 Additional Public Improvements. To further induce the Company and AGI into undertaking the Project, the EDA agrees to reimburse AGI up to \$50,000 for installation of the following City approved improvements within public rights-of-ways or easements:

(i) any necessary extension and/or improvement of existing utilities to the Project Site, including electricity, natural gas distribution, sanitary sewer collection, storm sewer, telecommunications and water distribution;

(iii) sidewalk and/or trail improvements; and

(iv) landscaping and irrigation systems.

SECTION 4.03 Economic Development Assistance. The Utilities Authority agrees to rebate to AGI the cost of the land purchase, less all Closing costs, within forty-five (45) days of the City's issuance of a Certificate of Occupancy for the AGI Facilities.

SECTION 4.04 Signage. The EDA and the Utilities Authority agrees to work with the Company on selecting the design and location(s) of freestanding sign(s) as allowed by the zoning district governing the Soldier Creek Industrial Park. Furthermore, the EDA agrees to absorb the cost of such installations and maintenance. This covenant shall survive the termination of this Development Assistance Agreement.

ARTICLE V

USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. Until the performance and completion of the obligations in Section 1.01 of this Development Assistance Agreement, the Company and AGI each covenant by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company nor AGI, itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the EDA, the Utilities Authority, their successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement which shall terminate upon the performance and completion of the obligations in Section 1.01 of this Development Assistance Agreement.

SECTION 5.02 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The EDA and the Utilities Authority are deemed the beneficiaries of the terms and provisions of this Development Assistance Agreement, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement and the covenants

running with the land have been provided. This Development Assistance Agreement shall run in favor of the EDA and the Utilities Authority, without regard to whether the EDA or the Utilities Authority have been, remains or is an owner of any land or interest therein in the Project Site. The EDA and/or the Utilities Authority shall have the right, if this Development Assistance Agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company, AGI and the EDA and/or the Utilities Authority.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;
- (ii) Material variance from the approved Construction Plans without prior written consent of the EDA or the Utilities Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Preliminary Construction Plans;
- (iii) Default by the Company or AGI in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the EDA in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;
- (iv) Any representation, statement, certificate, schedule or report made or furnished to the EDA or the Utilities Authority by the Company or AGI with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Company or AGI fails to take or cause to be taken corrective measures satisfactory to the EDA and the Utilities Authority within thirty (30) days after written notice by the EDA or the Utilities Authority;
- (v) The initiation of bankruptcy or receivership proceedings by or against the Company or AGI and the pendency of such proceedings for sixty (60) days; or
- (vi) The failure by the Company to maintain those workforce covenants contained in Section 1.01(B)(i) hereof.

SECTION 6.02 Notice of Default; Remedies.

A. The EDA or the Utilities Authority will provide the Company and/or AGI, as applicable, with notice and thirty (30) days opportunity to cure any Event of Default described in Section 6.01(i) through (v). The EDA will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 6.01(vi).

B. Upon the Company's or AGI's failure to cure any Event of Default to the EDA's or the Utilities Authority's satisfaction within the applicable period of time described in Section 6.02(A), the EDA or the Utilities Authority may, at their options, proceed simultaneously or selectively and successively to enforce its rights under this Development Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event the EDA or the Utilities Authority shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Development Assistance Agreement may also be extended in writing by the mutual agreement of the EDA, the Utilities Authority, the Company and AGI.

SECTION 6.05 Non-liability of Officials, Employees and Agents of the Authorities. No official, employee or agent of the EDA or the Utilities Authority or the Company or AGI shall be personally liable to the any of other parties, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the EDA or the Utilities Authority.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Authorities' Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the EDA or the Utilities Authority to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than the increment revenues generated from Increment District Number Three, City of Midwest City, Oklahoma.

SECTION 7.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by - certified mail, postage prepaid, return receipt requested or a delivery service requiring a signature upon delivery and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received on the date signed for by recipient.

If to the Company:

American Glass, Inc.
4600 West 41st Street
Tulsa, Oklahoma 74107
Attn: Sam Godair

If to AGI: AGI Properties, LLC
110 W 7th Street, Suite 900
Tulsa, Oklahoma 74119
Attn: Robert B. Sartin

If to the EDA: Midwest City Economic Development Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

If to the Utilities Authority: Midwest City Utilities Authority
Midwest City City Hall
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Attn: Chairman

SECTION 7.03 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company, AGI, the Utilities Authority and the EDA.

SECTION 7.04 Non-Waiver; Cumulative Remedies. No failure on the part of the EDA or the Utilities Authority to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Utilities Authority or EDA of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 7.05 Assignment. The rights and benefits under this Development Assistance Agreement may be assigned by the EDA and the Utilities Authority. The parties agree that AGI may effectuate a Section 1031 tax-deferred exchange as part of this transaction. Accordingly, AGI may assign this Development Assistance Agreement or certain of its right hereunder as part of such Section 1031 exchange; provided, however, that the third-party to the Section 1031 exchange shall execute a partial assignment agreeing to be bound by the terms hereof, including, without limitation, the provisions of Article III of this agreement.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the EDA or the Utilities Authority as a joint venturer with the Company or AGI or to constitute a partnership among the parties. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Estate Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Right to Defend. The EDA and the Utilities Authority shall have the right, but not the obligation, with benefit of counsel selected by the EDA and the Utilities Authority, all at the Company's and AGI's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and in connection therewith, pay out of the development assistance funds hereinabove described, all necessary expenses, including fees of counsel, if the Company or AGI fails to so commence, appear in or defend any such action or proceeding, except in a suit by the Company or AGI against the EDA and/or the Utilities Authority, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 7.12 Execution in Counterparts. This Development Assistance Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority and the Midwest City Utilities Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the EDA or the Utilities Authority shall be held personally liable therefore.

IN WITNESS WHEREOF, the EDA, the Utilities Authority, AGI and the Company have caused this instrument to be duly executed this _____ day of _____, 2023.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MIDWEST CITY UTILITIES AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

AGI PROPERTIES, LLC

Manager/Managing Member

AMERICAN GLASS, INC.

President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2023, personally appeared _____, to me known to be the identical person who subscribed the name of AGI Properties, LLC to the foregoing instrument as its Manager/Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2023, personally appeared _____, to me known to be the identical person who subscribed the name of American Glass, Inc. to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Notary Public

(SEAL)

My Commission expires _____

APPENDIX "1"

LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township One (1) North, Ranger Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.



PUBLIC DISCUSSION

