



CITY OF MIDWEST CITY MEETINGS
FOR SEPTEMBER 28, 2021

Meetings will be streamed live on the City of Midwest City's (MWC) YouTube channel:
[Bit.ly/youtubemwc](https://www.youtube.com/channel/UCBmWc).

The recorded video will be available on MWC's YouTube channel: [Bit.ly/youtubemwc](https://www.youtube.com/channel/UCBmWc) and MWC's website: www.midwestcityok.org within 48 hours. The meeting minutes and video can be found on MWC's website in the Agenda Center: <https://www.midwestcityok.org/meetings>.

To make a special assistance request, call 739-1213 or email bbundy@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

MWC continues to take steps to follow federal, state and local guidelines regarding social distancing and crowd size. Thank you for helping us keep our community safe.



CITY COUNCIL AGENDA

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

September 28, 2021 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Española Bowen

Ward 4 Sean Reed

Ward 5 Christine Allen

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 Vaughn Sullivan
- Pledge of Allegiance by Councilmember Rick Favors
- 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 item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration for adoption, including any possible amendment, the minutes of the August 21, 2021 Special City Council meeting. (City Clerk - S. Hancock)
 2. Discussion and consideration for adoption, including any possible amendment of, the August 24, 2021 meeting minutes. (City Clerk - S. Hancock)
 3. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of August 2021. (Finance - T. Cromar)
 4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Police Impound Fees Fund, expenditures/Police Department (62) \$7,440. 2018 GO Bonds Proprietary Fund, revenue/Transfer In (49) \$5,009; expenditures/Capital Water Imp (49) \$5,009. 2018 Election GO Bonds Fund, revenue/Transfer In (06) \$78,035; expenditures/Park & Recreation (06) \$78,035. General Gov't Sales Tax Fund, expenditures/General Government (14) \$5,261. (Finance - T. Cromar)
 5. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
 6. Discussion and consideration for adoption of, including any possible amendment to, Amendment No. 3 to United Golf, LLC, for additional sod and removal of 4' black vinyl fencing associated with renovations at John Conrad Municipal Golf Course, in the total amount of \$0.00. (City Manager - V. Sullivan)
 7. Discussion and consideration of approving, including any amendment to, a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for FY 21-22. (Public Works - P. Menefee)
 8. Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Turning Point Industries, Inc. in the amount of \$18,835.98, respectively. (Public Works - P. Menefee)
 9. Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Hendrix Services, LLC in the amount of \$6,296.00 and \$7,101.00, respectively. (Public Works - P. Menefee)
 10. Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Matthews Trenching Company, Inc. in the amount of \$5,159.50, respectively. (Public Works - P. Menefee)

11. Discussion and consideration for adoption, including any possible amendment of accepting the Jail Services Agreement for fiscal year 2021-22 with the City of The Village to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day. (Police - S. Porter)
12. Discussion and consideration, including any possible amendment, of awarding the bid to and entering into a contract agreement with Cimarron Construction in the amount of \$207,888.00 for the construction and installation of the new I-40 and Hudiburg Drive Guard Rails and Safety Wall Improvements funded through the (013) Street and Alley Capital Outlay.(Public Works - P. Menefee)
13. Discussion and consideration for entering into and approving, including any possible amendment, a Professional Services Agreement with Lee Engineering LLC., in the amount of \$99,911.01 to provide survey and design services for a future federal project to upgrade seven signals to an improved standard. (Community Development - B. Bundy)
14. Discussion and consideration for entering into and approving, including any possible amendment for Professional Services with H.W. Lochner, Inc., in the amount of \$269,397 to provide survey and design services for a future federal project on S.E. 29th Street; replacing the existing Bridge over Crutch Creek and rehabilitating the existing box structure over Kuhlman Creek. (Community Development - B. Bundy)
15. Discussion and consideration for adoption, including any possible amendment to the appointment of Scott Young, resident of Ward 4 to the Citizens' Advisory Committee on Housing and Community Development for a four-year term ending 8/12/25. (Grants Management - T. Craft)
16. Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary. (Information Technology - A. Stephenson)
17. Discussion and consideration for adoption, including any possible amendment, of declaring multiple office items as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)
18. Discussion and consideration, including any possible amendment, of declaring the following equipment from Street Department: (1) Stihl Edger, (1) Stihl Backpack Blower, (2) Stihl Weed Eaters, (1) Stihl Chain Saw and (1) 5' x 8' Trailer as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)
19. Discussion and consideration, including any possible amendment of, declaring (6) Chevrolet Impalas as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police – S. Porter)

D. DISCUSSION ITEMS.

1. Discussion and consideration for adoption, including any possible amendment of
1) approval of the Land and Water Conservation Fund (LWCF) Project Agreement for the Mid America Park Expansion Project 2) authorization to submit the approved agreement and certifications to the Oklahoma Tourism and Recreation Department, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said project. (Grants Management - T. Craft)
2. Discussion and consideration, for adoption, including any possible amendments of a correction of an error in the legal description of Ordinance No. 3455 approved by the City Council August 24, 2021. (Community Development - B. Harless)
3. (TS-445) Discussion and consideration of adoption, including any possible amendment of accepting the Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive. (Public Works - P. Menefee)
4. (TS-446) Discussion and consideration of adoption, including any possible amendment of accepting the Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive. (Public Works - P. Menefee)
5. (TS-447) Discussion and consideration of adoption, including any possible amendment of adding STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive. (Public Works - P. Menefee)
6. (TS-448) Discussion and consideration of adoption, including any possible amendment of adding STOP SIGNS at Turtlewood River Road, Shell Drive, and Tortoise Drive at their northern intersections with Turtlewood Drive. (Public Works - P. Menefee)
7. (PC –2088) Public hearing with discussion and consideration of adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the properties described as lots 4 and 9 of the Frank Smith Addition, addressed as 2113 S. Air Depot Boulevard. (Community Development - B. Harless)
8. (PC–2089) Discussion and consideration of adoption, including any possible amendment, of the proposed Madison Addition Preliminary Plat, described as a part of the NW/4 of Section 1, T11N, R2W, located at 500 and 600 Davidson Road and 527 and 531 Saint Paul Avenue. (Community Development - B. Harless)
9. (PC-2090) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 S. Douglas Blvd. (Community Development - B. Harless)

10. (PC-2091) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from A-1, Agriculture to I-3, Heavy Industrial and a resolution for a Special Use Permit to allow the use of Animal Waste Processing, for the property described as a part of the SW/4 of Section 15, T12N, R2W, and addressed as 7221 NE 36th St. (Community Development - B. Harless)
 11. Public hearing with discussion and consideration for adoption, including any possible amendment of an appeal filed by the owner of the property located at 132 Charles Avenue for the notice and order to abate trash and debris. (Neighborhood Services - M. Stroh)
 12. Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article VI, Weapons, Section 28-104 Weapons; conditions for carrying concealed and unconcealed weapons. (City Attorney - D. Maisch)
- 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 City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
- F. FURTHER INFORMATION.
1. Building Report August 2021 Building Report. (Community Development—B. Harless)
 2. Minutes of the August 3, 2021 Planning Commission meeting. (Community Development - B. Harless)
- G. ADJOURNMENT.



CONSENT AGENDA



Notice of this Special City Council meeting was filed with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 48 hours in advance of this meeting

MINUTES OF THE SPECIAL CITY COUNCIL MEETING AGENDA

August 21, 2021 – 8:00 AM

This special meeting was held at the Reed Center Rice Room located at 5750 Will Rogers Road, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 8:10 AM with the following Councilmembers present: Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen and Rick Favors with City Manager Tim Lyon and Assistant City Manager Vaughn Sullivan.

DISCUSSION ITEM.

- 1. Discussion and participation by members of the City Council and selected City Staff in a strategic planning session for the City of Midwest City.** After much discussion, no action was taken.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 1:37 PM.

ATTEST:

MATTHEW D. DUKES, II, Mayor

VAUGHN SULLIVAN, Acting City Clerk

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

Midwest City Council Minutes

August 24, 2021

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

Mayor Matt Dukes called the meeting to order at 6:00 PM with following members present:

Ward 1 Susan Eads**		City Manager Tim Lyon
Ward 2 Pat Byrne*	Ward 5 Christine Allen	City Clerk Sara Hancock
Ward 3 Española Bowen	Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Ward 4 Sean Reed

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan, The Pledge of Allegiance was led by Mayor Dukes. Staff and Council made community-related announcements and comments. Retiree Jennifer Schones was presented a proclamation from Mayor Dukes and a plaque from City Manager Tim Lyon.

CONSENT AGENDA. Favors made a motion to approve the consent agenda, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Reed. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment of, the August 10, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of July 2021.
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Police Impound Fees Fund, expenditures/Police Department (62) \$5,000. Street Light Fee Fund, expenditures/General Government (14) \$85,573. CDBG Fund, expenditures /Grants Management (39) \$493,292; decrease expenditures/Grants Management (39) \$56,584. Increase: Fire Department Fund, expenditures/Transfers Out (64) \$37,000. 2018 Election GO Bonds Fund, revenue/Transfers In (64) \$37,000; expenditures/Fire Department (64) \$37,000. General Gov't Sales Tax Fund, expenditures/City Manager (01) \$12,536; expenditures/Personnel (03) \$99,400; expenditures/Community Development (05) \$107,922; expenditures/Park & Rec (06) \$17,758; expenditures /Street (09) \$52,256; expenditures/Animal Welfare (10) \$4,755; expenditures /Municipal Court (12) \$2,090; expenditures/General Government (14) \$70,150; expenditures/Neighborhood Svcs (15) \$3,800; expenditures/I.T. (16) \$188,263; expenditures/Swimming Pools (19) \$12,088; expenditures/Senior Center (55) \$41,500. Capital Outlay Reserve Fund, expenditures/General Government (14) \$284,329. Street & Alley Fund, expenditures/Street (09) \$350,221. Technology Fund, expenditures /General Government (14) \$33,204. Reimbursed Projects Fund, expenditures/Community Development (05) \$19,307; expenditures/Street (09) \$10,000; expenditures/Animal Welfare (10) \$1,465; expenditures/General Government (14) \$5,402. Police Capitalization Fund, expenditures/Police Department (62) \$243,765. Juvenile Fund, expenditures/Municipal Court (12) \$600. Police State Seizures Fund,

expenditures/Police Department (62) \$3,280. Fire Capitalization Fund, expenditures /Fire Department (64) \$306,601. Dedicated Tax 2012 Fund, expenditures/Park & Rec (06) \$84,864; expenditures/Street (09) \$22,933; expenditures/Parks (23) \$415,633; expenditures/Economic (87) \$3,452. Public Works Fund, expenditures/Public Works (30) \$128,883. Fleet Fund, expenditures/Fleet (25) \$134,769. Surplus Property Fund, expenditures/Surplus Property (26) \$5,500. Activity Fund, expenditures/Recreation (78) \$20,000. Park & Recreation Fund, expenditures/Park & Rec (06) \$71,917. CDBG Fund, expenditures/Grants Management (39) \$1,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$731,804. Downtown Redevelopment Fund, expenditures/29th Street (92) \$462,000. 2018 Election GO Bonds Fund, expenditures/Park & Rec (06) \$1,257,405; expenditures/Street (09) \$7,807,894; expenditures/Animal Welfare (10) \$27,075; expenditures/General Government (14) \$2,057,107; expenditures/Emergency Operations Fund (21) \$22,770; expenditures/Fire Department (64) \$1,181,552; expenditures/29th Street (92) \$2,355. 2018 Election GO Bonds – Proprietary Fund, expenditures/JC Regional Golf (47) \$211,575; expenditures/Capital Water Improvements (49) \$5,089. Police Impound Fees Fund, expenditures/Police Department (62) \$3,044; expenditures/Transfers Out (62) \$2,137. Emergency Operations Fund, revenue/Transfers In (00) \$10,000; expenditures/Emergency Operations Fund (21) \$6,010. MWC Fire Department Fund, revenue/Transfers In (00) \$10,836. Grants/Housing Activities Fund, revenue/Intergovernmental (37) \$95,000; expenditures/Housing (37) \$95,000. Grant Funds, revenue/Intergovernmental (21) \$265,733; expenditures/Emergency Operations (21) \$10,000; revenue/Intergovernmental (62) \$110,185; revenue/Transfers In (62) \$2,137; expenditures /Police Department (62) \$100,141; expenditures/Fire Department (64) \$1,077; expenditures/Transfers Out (64) \$10,836.

4. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of approving the Third Amendment to and entering into the Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, Oklahoma City, and Edmond expiring on June 30, 2022.
6. Discussion and consideration of approving and including any possible amendment of a resolution maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for fiscal year 2022.
7. Discussion and consideration of accepting a grant of Permanent Waterline Easement from Preston Grove Community, LLC., across a certain parcel of land located within the corporate boundaries of Midwest City in Lot 9 of Thomas Acres, being part of the Southwest Quarter (SW/4) of Section Twenty Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, also known as 9070 NE 13th.
8. Discussion and consideration for adoption, including any possible amendment of renewing a contract, with modifications, for FY 21-22 Public Works General and Emergency Services with Silver Star Construction Company.
9. Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day.

10. Discussion and consideration for adoption, including any amendment of entering into a change order contract with Guernsey for construction, engineering, and design services on the police and fire-training center and burn facility for \$227,640.00.
11. Discussion and consideration for adoption, including any possible amendment of, Change Order #4 amending the contract with Shiloh Enterprises, Inc. to construct the Animal Services Center in an increase of \$9,240.20 to add three items and adding 63 additional days of time related to delays caused by COVID-19.
12. Discussion and consideration, including any possible amendment of the re-appointing of Earl Foster, Dean Hinton, and Christine Price Allen to the ADA Transition Plan Committee.

DISCUSSION ITEMS.

1. **(PC – 2083) Discussion and consideration of adoption, including any possible amendment of the Aspen Ridge Section 3 Replat for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W.** B. Harless, D. Maisch, William Tomlison of 10328 Alicia, applicant's representative Chris Anderson of SMC Consulting Engineers, K. Gilles, and B. Bundy addressed Council. After Staff and Council discussion, Byrne made motion to approve the replat, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Reed. Motion carried.

At 6:37 PM Council recessed and returned at 6:41 PM.

2. **(PC-2084) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict HOS, Hospitality, to R-HD, High Density Residential and a resolution to amend the Comprehensive Plan from MDR, Medium Density Residential, to HDR, High Density Residential, for the property described as Lots 9, 10, 11, 12, 13 and 14 of Block 2 in the Aviation Acres Addition. These lots are addressed as 5901, 5905, 5909, 5913 and 6001 Will Rogers Rd.** B. Harless, Glenn Goldschlager of 1409 Evergreen Cir., and applicant's attorney David Box addressed the Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3454 and Resolution 2021-25, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Reed. Motion Carried.
3. **(PC-2085) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and R-6, Single Family Residential to R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential, and OR, Office Retail, to MDR, Medium Density Residential, for the property described as a part of the SW/4 of Section 34, T-12-N, R-2-W, located at 2905 and 2913 N. Glenhaven Drive and 198 and 208 Marlow Drive.** Applicant withdrew application. No action taken.
4. **(PC-2086) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential with a Special Use Permit for a Church to R-6, Single Family Detached Residential and C-1, Restricted Commercial, for the property described as 9105 and 9107**

East Reno Ave. B. Harless addressed Council. Bowen made a motion to approve Ordinance 3455, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Reed. Motion carried.

5. **(PC-2087) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential with a Special Use Permit for a Lodge to PUD, Planned Unit Development governed by the C-4, General Commercial District and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COM, Commercial for the property described as a part of the SE/4 of Section 35, T-12-N, R-2-W, located at 8713 East Main Street.** B. Harless and applicant's attorney David Box addressed Council. After Staff and Council discussion, Bowen made a motion to approve Ordinance 3456 and Resolution 2021-26 including the recommended Staff's comments, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Reed. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. Jim Mazur of 2525 Murray Dr. addressed Council concerning school traffic.

*At 7:13 PM Byrne left the meeting.

**At 7:14 PM Eads left the meeting. *Returned at 7:16 PM to HA meeting.*

At 7:14 PM Allen made a motion to recess, seconded by Favors. Voting Aye: Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Eads, Byrne and Reed. Motion carried.

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 7:20 PM Allen made a motion to enter Executive Session, seconded by Eads. Voting Aye: Eads, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Byrne and Reed. Motion carried.

At 8:15 PM Allen made motion to return to open session, seconded by Favors. Voting Aye: Eads, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Byrne and Reed. Motion carried.

No action taken.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 8:15 PM

ATTEST:

MATTEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: September 28, 2021

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

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

2018 Election G.O. Bond (270) decreased due to the payments for:

Various Capital Outlay <\$1,354,433>

2018 G.O. Bonds Proprietary (271) decreased because of the payments for:

Various Capital Outlay <\$850,361>

MWC Hospital Authority (425) activities for August:

Compounded Principal (9010) - unrealized gain on investment \$2,605,549

Discretionary (9050) - unrealized gain on investment \$817,081

Tiatia Cromar

Tiatia Cromar

Finance Director/ City Treasurer

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

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	4,637,838	-	4,541,773	487,383	(391,319)	96,065	4,637,838
10	GENERAL	10,766,769	(161,317)	10,404,097	7,286,929	(7,085,573)	201,355	10,605,452
11	CAPITAL OUTLAY RESERVE	741,749	-	741,398	351	-	351	741,749
13	STREET AND ALLEY FUND	1,598,455	-	1,617,200	121,596	(140,341)	(18,745)	1,598,455
14	TECHNOLOGY FUND	445,596	-	433,563	58,017	(45,984)	12,033	445,596
15	STREET LIGHT FEE	1,725,687	-	1,747,738	99,513	(121,563)	(22,050)	1,725,687
16	REIMBURSED PROJECTS	1,068,704	-	1,055,221	20,282	(6,798)	13,484	1,068,705
17	29TH & DOUGLAS PROPERTY	3,060	-	291	10,001	(7,232)	2,769	3,060
20	MWC POLICE DEPARTMENT	8,867,921	(4,079)	8,840,718	3,059,190	(3,036,065)	23,125	8,863,843
21	POLICE CAPITALIZATION	854,009	-	724,080	276,315	(146,386)	129,929	854,009
25	JUVENILE FUND	41,167	-	38,163	13,305	(10,301)	3,004	41,167
30	POLICE STATE SEIZURES	87,320	-	87,864	41	(585)	(544)	87,320
31	SPECIAL POLICE PROJECTS	88,653	-	87,241	2,542	(1,130)	1,412	88,653
33	POLICE FEDERAL PROJECTS	49,912	-	48,467	1,445	-	1,445	49,912
34	POLICE LAB FEE FUND	27,335	-	25,123	2,699	(486)	2,212	27,335
35	EMPLOYEE ACTIVITY FUND	23,901	-	24,677	192	(968)	(777)	23,900
36	JAIL	146,962	-	148,088	11,566	(12,692)	(1,126)	146,962
37	POLICE IMPOUND FEE	118,252	-	114,337	5,755	(1,840)	3,915	118,252
40	MWC FIRE DEPARTMENT	5,763,715	(4)	5,798,220	2,404,053	(2,438,562)	(34,509)	5,763,711
41	FIRE CAPITALIZATION	1,368,731	-	1,263,814	151,263	(46,346)	104,917	1,368,731
45	MWC WELCOME CENTER	374,468	3	337,163	42,688	(5,381)	37,308	374,471
46	CONV / VISITORS BUREAU	317,501	-	276,171	79,076	(37,746)	41,330	317,501
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	692,604	-	710,068	78,839	(96,303)	(17,464)	692,604
61	STORM WATER QUALITY	1,192,278	-	1,183,745	136,985	(128,452)	8,533	1,192,278
65	STREET TAX FUND	1,933,989	-	1,868,157	90,636	(24,804)	65,832	1,933,989
70	EMERGENCY OPER FUND	832,260	-	838,966	100,252	(106,958)	(6,706)	832,260
75	PUBLIC WORKS ADMIN	462,699	-	630,577	250,452	(418,330)	(167,878)	462,699
80	INTERSERVICE FUND	828,602	-	718,232	548,774	(438,404)	110,370	828,602
81	SURPLUS PROPERTY	570,571	(451,649)	119,209	8,455	(8,742)	(287)	118,922
115	ACTIVITY FUND	371,489	(1,348)	358,955	21,347	(10,161)	11,186	370,142
123	PARK & RECREATION	769,612	(150)	723,200	110,954	(64,692)	46,262	769,462
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	107,453	(107,453)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	180,447	-	169,787	21,649	(10,989)	10,660	180,447
143	GRANT FUNDS	6,445,103	(6,385,103)	60,000	56,522	(56,522)	-	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,632,988	-	2,538,212	164,101	(69,325)	94,776	2,632,988
172	CAP. WATER IMP-WALKER	1,785,222	-	1,703,191	82,495	(463)	82,032	1,785,222
178	CONST LOAN PAYMENT REV	3,572,139	(15,358)	3,428,570	128,965	(754)	128,211	3,556,781
184	SEWER BACKUP FUND	80,162	-	80,124	38	-	38	80,162
186	SEWER CONSTRUCTION	5,508,870	-	5,345,887	243,321	(80,338)	162,983	5,508,870
187	UTILITY SERVICES	479,237	(924)	465,084	198,148	(184,919)	13,230	478,313
188	CAP. SEWER IMP.-STROTH	878,296	-	746,433	132,662	(798)	131,864	878,296
189	UTILITIES CAPITAL OUTLAY	2,241,182	(91,899)	2,128,425	48,851	(27,993)	20,858	2,149,283
190	MWC SANITATION DEPARTMENT	4,885,603	-	4,703,029	1,316,215	(1,133,641)	182,574	4,885,603
191	MWC WATER DEPARTMENT	3,815,901	-	3,857,782	1,196,913	(1,238,794)	(41,882)	3,815,901
192	MWC SEWER DEPARTMENT	3,020,542	9	2,796,457	1,342,622	(1,118,528)	224,094	3,020,551
193	MWC UTILITIES AUTHORITY	952,225	-	951,918	451	(143)	308	952,225
194	DOWNTOWN REDEVELOPMENT	584,768	(5,045)	579,446	276	-	276	579,723
195	HOTEL/CONFERENCE CENTER	396,316	(701,538)	(249,597)	433,247	(488,872)	(55,625)	(305,222)
196	HOTEL 4% FF&E	702,995	(184,323)	601,751	1,042,602	(1,125,682)	(83,080)	518,672
197	JOHN CONRAD REGIONAL GOLF	283,501	(145,034)	176,484	67,798	(105,815)	(38,017)	138,468
201	URBAN RENEWAL AUTHORITY	11,073	-	21,797	7	(10,732)	(10,724)	11,073
202	RISK MANAGEMENT	753,614	(37)	1,322,592	150,578	(719,592)	(569,015)	753,577
204	WORKERS COMP	3,657,547	-	3,795,625	141,317	(279,395)	(138,078)	3,657,547
220	ANIMALS BEST FRIEND	64,441	-	66,529	2,330	(4,417)	(2,088)	64,441
225	HOTEL MOTEL FUND	-	-	-	140,948	(140,948)	-	-
230	CUSTOMER DEPOSITS	1,568,206	(1,568,206)	-	739	(739)	-	-
235	MUNICIPAL COURT	97,022	(97,022)	-	48	(48)	-	-
240	L & H BENEFITS	1,576,219	(39,024)	1,440,177	1,684,048	(1,587,030)	97,018	1,537,196
250	CAPITAL IMP REV BOND	9,966,012	(50,039,287)	(40,093,181)	2,671,765	(2,651,859)	19,906	(40,073,275)
269	2002 G.O. STREET BOND	316,867	-	316,717	150	-	150	316,867
270	2018 ELECTION G.O. BOND	25,751,654	(333,253)	28,243,801	50,615	(2,876,014)	(2,825,399)	25,418,402
271	2018 G.O. BONDS PROPRIETARY	5,703,966	(234,736)	7,103,148	2,878	(1,636,796)	(1,633,918)	5,469,229
310	DISASTER RELIEF	9,002,480	(185,273)	8,912,238	59,302	(154,333)	(95,031)	8,817,207
340	REVENUE BOND SINKING FUND	-	-	-	1,136,665	(1,136,665)	-	-
350	G. O. DEBT SERVICES	2,444,850	(14,576)	2,395,523	35,904	(1,153)	34,751	2,430,275
352	SOONER ROSE TIF	897,238	-	758,227	142,511	(3,500)	139,011	897,238
353	ECONOMIC DEV AUTHORITY	54,107,923	(49,981,260)	3,984,950	217,767	(76,054)	141,713	4,126,663
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	127,089,874	(1,530)	125,576,655	4,370,741	(2,859,050)	1,511,691	127,088,346
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	22,930,564	(3,867)	19,799,495	3,335,366	(208,165)	3,127,202	22,926,696
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	9,229,943	-	9,244,883	62	(15,000)	(14,938)	9,229,945
425-9080	MWC HOSP AUTH GRANTS	720,738	-	152,847	627,891	(60,000)	567,891	720,738
	TOTAL	361,673,274	(111,205,535)	248,637,550	36,836,857	(35,006,664)	1,830,193	250,467,742



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: September 28, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Police Impound Fees Fund, expenditures/Police Department (62) \$7,440. 2018 GO Bonds Proprietary Fund, revenue/Transfer In (49) \$5,009; expenditures/Capital Water Imp (49) \$5,009. 2018 Election GO Bonds Fund, revenue/Transfer In (06) \$78,035; expenditures/Park & Recreation (06) \$78,035. General Gov't Sales Tax Fund, expenditures/General Government (14) \$5,261.

The first supplement is needed to budget unplanned expenditures for the simulator warranty. The second supplement is needed to budget the transfer in from Fund 191 to Fund 271 to finish the project inspector's contract for the Booster Pump Station and Clearwell Renovation project 4919G1. The third supplement is needed to budget the transfer in from Fund 425 to Fund 270 to extend MWC water under 29th street to supply water to the Multi Athletic Facility project 0617G2. The fourth supplement is needed to budget the City's portion of the MWC Library HVAC compressor replacement.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
September 28, 2021

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		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			7,440	
		<u>0</u>	<u>0</u>	<u>7,440</u>	<u>0</u>

Explanation:
To budget unplanned expenditures for the Simulator Warranty. Funding to come from fund balance.

Fund 2018 GO BONDS PROPRIETARY (271)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		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	Transfer In	5,009			
49	Capital Water Imp			5,009	
		<u>5,009</u>	<u>0</u>	<u>5,009</u>	<u>0</u>

Explanation:
To budget the transfer in from Fund 191 to Fund 271 to finish the project inspector's contract for the Booster Pump Station and Clearwell Renovation project 4919G1.

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		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	Transfer In	78,035			
06	Park & Recreation			78,035	
		<u>78,035</u>	<u>0</u>	<u>78,035</u>	<u>0</u>

Explanation:
To budget the transfer in from Fund 425 to Fund 270 to extend MWC water under 29th street to supply water to the Multi Ath Facility project 0617G2.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Government			5,261	
		<u>0</u>	<u>0</u>	<u>5,261</u>	<u>0</u>

Explanation:
To budget the City's portion of the MWC Library HVAC compressor replacement. Funding to come from fund balance.



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: September 28, 2021

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of August 2021, which is the second (2) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2021-2022</u>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
PLAN INCOME												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833	851,193										
Projected Budgeted (YTD)	910,012	1,820,024	2,730,036	3,640,048	4,550,060	5,460,072	6,370,084	7,280,096	8,190,108	9,100,120	10,010,132	10,920,144
Actual (YTD)	832,833	1,684,026										
PLAN CLAIMS/ADMIN COSTS	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070	876,960										
Projected Budgeted (YTD)	804,741	1,810,667	2,615,408	3,420,149	4,426,075	5,230,816	6,236,742	7,041,483	7,846,224	8,650,965	9,656,891	10,461,632
Actual (YTD)	710,070	1,587,030										
EXCESS INCOME vs. EXPENDITURES	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763	-25,767										
Projected Budgeted (YTD)	105,271	9,357	114,628	219,899	123,985	229,256	133,342	238,613	343,884	449,155	353,241	458,512
Actual (YTD)	122,763	96,996										
<u>FISCAL YEAR 2020-2021</u>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
PLAN INCOME												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	1,065,534	727,062	722,415	729,187	750,261	791,934	845,640	833,316
Projected Budgeted (YTD)	729,416	1,458,832	2,188,248	2,917,664	3,647,080	4,376,496	5,105,912	5,835,328	6,564,744	7,294,160	8,023,576	8,752,992
Actual (YTD)	662,819	1,367,723	2,121,189	2,810,621	3,876,155	4,603,217	5,325,632	6,054,819	6,805,080	7,597,014	8,442,654	9,275,970
PLAN CLAIMS/ADMIN COSTS	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	859,038	854,726	841,941	740,186	683,500	641,347	697,144	827,948
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
Actual (YTD)	548,997	1,514,002	2,441,591	3,208,213	4,067,251	4,921,977	5,763,918	6,504,104	7,187,604	7,828,951	8,526,095	9,354,043
EXCESS INCOME vs. EXPENDITURES	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	206,496	-127,664	-119,526	-10,999	66,761	150,587	148,496	5,368
Projected Budgeted (YTD)	37,924	-97,026	-59,102	-21,178	-156,128	-118,204	-80,280	-42,356	-177,306	-139,382	-274,332	-236,408
Actual (YTD)	113,822	-146,279	-320,402	-397,592	-191,096	-318,760	-438,286	-449,285	-382,524	-231,937	-83,441	-78,073

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

August 2/FY 2022: \$1,536,921
 August 2/FY 2021: \$1,371,699
 August 2/FY 2020: \$2,068,528
 August 2/FY 2019: \$2,333,614

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



City Manager's Office
Vaughn Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manger

Date: September 28, 2021

Subject: Discussion and consideration for adoption of, including any possible amendment to, Amendment No. 3 to United Golf, LLC, for additional sod and removal of 4' black vinyl fencing associated with renovations at John Conrad Municipal Golf Course, in the total amount of \$0.00.

On December 19, 2019 council entered into a contract for golf course design services with United Golf, LLC, in conjunction with the renovation of John Conrad Regional Golf Course. Additional sod has been included in Contract Amendment No. 3 to ensure an easier and more timely grow-in process. Four (4) foot black vinyl fencing has been removed from the project and is shown as a cost deduct in this contract amendment. The project team feels that the fencing is not absolutely necessary for every day golf course operations and that project funds would be better used on additional sod. The total cost of Amendment No. 3 is a \$0.00 addition to the project which represents a 0.00% addition to the original contract amount. Amendment No 3 results in a contract price of \$3,750,440.99.

This project is a 2018 Moving Midwest City Forward bond project and funding is available in the John Conrad renovation bond fund.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Enc. Amendment number three from Heckenkemper Golf Course Design.



August 23rd, 2021

Mr. Vaughn Sullivan
Assistant City Manager
City of Midwest City
100 North Midwest Boulevard
Midwest City, OK 73110

VIA EMAIL

RE: John Conrad Regional Golf Course Renovations
Contract Amendment No. 3

Mr. Sullivan,

I. Scope

The scope of Contract Amendment No. 3 includes the following revisions: additional sod and removal of black vinyl fencing.

II. Justification

Additional sod has been included in Contract Amendment No. 3 to ensure an easier and more timely grow-in process. 4' H. Black Vinyl Fencing has been removed from the project and is shown as a cost deduct in this contract amendment. The project team feels that the fencing is not absolutely necessary for ever day golf course operations and that project funds would be better used on additional sod.

III. Cost Estimate

Item	Description	Quantity	Unit	Unit Cost	Cost
1	ADD- Astro Sod	43,588	SF	\$ 0.25	\$ 10,897.00
2	DEDUCT- 4' H. Black Vinyl Fencing	(641)	LF	\$ 17.00	(10,897.00)
TOTAL COST OF CONTRACT AMENDMENT NO. 3					\$0.00

IV. Contract Price

The total cost of Amendment No. 3 is a \$0.00 addition to the project, which represents a 0.00% addition to the original contract amount. Amendment No. 3 results in a contract price of \$3,750,440.99.

Original Contract Amount	\$ 3,563,555.16
Net Change by Previous Contract Amendment(s)	\$ 186,885.83
Contract Amount Prior to this Contract Amendment	\$ 3,750,440.99
Amount Contract Sum Will Increase by this Contract Amendment	<u>\$ 0.00</u>
New Contract Amount Including Contract Amendment(s)	\$ 3,750,440.99

No additional days are associated with this Amendment No. 3 for construction modifications.

The above and forgoing are hereby accepted this _____ day of _____, 2021, and the undersigned agrees to perform the work as so indicated in this Contract Amendment No. 3 with said adjustments in the contract sum.

ATTEST:

United Golf, LLC.

Secretary

Authorized Officer/Title

This Contract Amendment No. 2 is recommended for approval by the Landscape Architect of Record this 23rd day of August 2021.

HGCD/Planning Design Group



Authorized Officer

The prices shown for Contract Amendment No. 3 was established by negotiation and appear fair and reasonable. Approval of Contract Amendment No. 3 is recommended.

The amount contained in the above-mentioned Contract Amendment No. 3 complies with 61 O.S. & 121.

REVIEWED AS TO FORM AND LEGALITY.

City Attorney

APPROVED by Council of the City of Midwest City this _____ day of _____, 2021.

ATTEST:

City Clerk

Mayor



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer
pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: September 28th, 2021

Subject: Discussion and consideration of approving, including any amendment to, a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for FY 21-22.

The agreement allows Oklahoma County to work within the corporate limits of Midwest City. It also allows the City to request Oklahoma County personnel to do work within the corporate limits.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

GENERAL MUTUAL COOPERATION AGREEMENT

CITY OF MIDWEST CITY & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2021, between the **CITY OF MIDWEST CITY**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard-surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 1903B authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

WHEREAS, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

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

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County, titled regarding particularly described streets or portions of streets for which the Municipality is

seeking the County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Municipality shall, under the specific agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. No party to the contract shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.

5. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which they seek the County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on July 1, 2021 and continue through June 30, 2022.

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____,

2021.

ATTEST:

City Clerk

By _____
Mayor

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

2021.

City Attorney

COUNTY

APPROVED by the County this 3rd day of May,
2021.

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA**

By *Bruce Maughan*
Chairman

ATTEST:

D. B. Horton
County Clerk



By *Kevin Calvey*
Member

By *Carrie Blumett*
Member

APPROVED as to form and legality this _____ **day of** _____, **2021.**

Assistant District Attorney



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer
pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: September 28th, 2021

Subject: Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Turning Point Industries, Inc. in the amount of \$18,835.98, respectively.

The five year maintenance bonds from Turning Point Industries, Inc. are for the paving and storm sewer improvements constructed for the Freedom Villas Subdivision located off of East Main Street.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND #GR49421

KNOW ALL BY THESE PRESENTS that we, Turning Point Industries, Inc.,
as Principal, and Granite Re, Inc.,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation
in the state of Oklahoma, in the full and just sum of *Eighteen Thousand Eight Hundred Thirty Five & .98/100* dollars
(\$ 18,835.98), such sum being not less than ten percent (10%) of the total contract price to
construct or install Paving & Storm Sewer - Freedom Villas, 8712 E. Main Street, Midwest City, OK (the
"Improvement"), for a period of Five (5) years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and Tinker Villas, LLC, dated the 24th day of
March, 2021, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs
or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be
due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary
to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to
make the repairs, and that the cost of all repairs shall be so determined from time to time during the
Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 21st day of May, 2021.

Turning Point Industries, Inc.
Principal

ATTEST:
[Signature]
Secretary

By [Signature]
Patrick S. Kemery, President

Granite Re, Inc.
Surety

ATTEST:
[Signature]
Secretary Witness

By [Signature]
Lisa Sherman, Attorney-in-Fact

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of
_____, 20____.

City Clerk

Mayor



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.



Kenneth D. Whittington

Kenneth D. Whittington, President

Kyle P. McDonald

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.



Bethany J. Alred

Notary Public

My Commission Expires:
April 21, 2023
Commission #: 11003620

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 21st day of May, 2021.



Kyle P. McDonald

Kyle P. McDonald, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2021

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189		CONTACT NAME: Lynnette Barnes PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: lbarnes@midamericainc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: EMCASCO Insurance Company	NAIC # 21407
		INSURER B: Employers Mutual Casualty Co	21415.
		INSURER C: National American Insurance Co	23663
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Turning Point Industries, Inc. P.O. Box 1805 Blanchard OK 73010			

COVERAGES

CERTIFICATE NUMBER: 2021 Master

REVISION NUMBER:

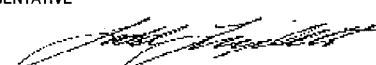
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			5D6-77-52	03/01/2021	03/01/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY			5E6-77-52	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							\$		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			5J6-77-52	03/01/2021	03/01/2022	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CW27870635	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

Project: Freedom Villas, 8712 E Main St, Midwest City, OK; Paving & Storm Sewer
 Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Midwest City 100 N Midwest Blvd Midwest City OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Freedom Villas

PROJECT LOCATION: 8712 E. Main Street, Midwest City OK 73130

TYPE OF CONSTRUCTION: Paving and Storm Sewer

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 196,343²⁵ less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature] MGR
OWNER

Date: 8-30-21

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 30 day of August, 2021, personally appeared Joel Bryant, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 8/19/24



[Signature]
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature] Turning Point
CONTRACTOR

Date: 8-27-21

STATE OF Oklahoma)
)ss.
COUNTY OF Cleveland)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27 day of August, 2021, personally appeared Aaron Zike, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 10-12-21

[Signature]
NOTARY PUBLIC



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer
pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: September 28th, 2021

Subject: Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Hendrix Services, LLC in the amount of \$6,296.00 and \$7,101.00, respectively.

The one year maintenance bonds from Hendrix Services, LLC are for the water line and sewer line improvements constructed for the Freedom Villas Subdivision located off of East Main Street.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

BOND#87C237171

KNOW ALL BY THESE PRESENTS that we, Hendrix Services, LLC,
as Principal, and The Ohio Casualty Insurance Company,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal
corporation in the state of Oklahoma, in the full and just sum of Six Thousand Two Hundred Ninety
Six dollars (\$6,296), such sum being not less than ten percent (10%) of the total contract price to
construct or install Freedom Villas Public Waterline, 8712 E. Main Street, Midwest City, OK (the
"Improvement"), for a period of 1 years after acceptance of the Improvement by the City
Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and City of Midwest City, dated the 30
day of December, 2020, agreed to construct or install the Improvement in the
city of Midwest City and to maintain the Improvement against any failures due to defective materials
or workmanship during the Maintenance Period.


NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City
Council of the City of Midwest City, or some person or persons designated by them to ascertain the
cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make
the repairs or pay the amount necessary to make the repairs, the amount necessary to make the
repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the
amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due
on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to
time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 7th day of January, 2021.

ATTEST:

Secretary

Hendrix Services, LLC
Principal
By 

ATTEST:

Secretary

The Ohio Casualty Insurance Company
Surety
By Russell Hollinger

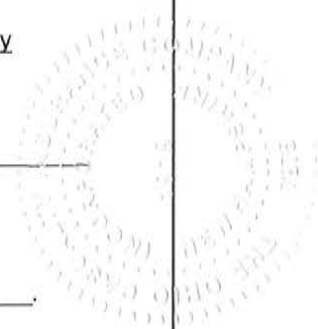
APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of
_____, 20____.

City Clerk

Mayor





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203689 - 986746

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jason Blair, Debra Cornelsen, John E. Dillingham, Mike Haselden, Russell Hollingsworth, Amber Jarman, Tara L. Ramos

all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of May, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of December, 2020



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

BOND#87C237170

KNOW ALL BY THESE PRESENTS that we, Hendrix Services, LLC,
as Principal, and The Ohio Casualty Insurance Company,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal
corporation in the state of Oklahoma, in the full and just sum of Seven Thousand One Hundred One
dollars (\$ 7,101), such sum being not less than ten percent (10%) of the total contract price to
construct or install Freedom Villas Public Sanitary Sewer, 8712 E. Main Street, Midwest City, OK (the
"Improvement"), for a period of 1 years after acceptance of the Improvement by the City
Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and City of Midwest City, dated the 30
day of December, 2020, agreed to construct or install the Improvement in the
city of Midwest City and to maintain the Improvement against any failures due to defective materials
or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the
repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs
shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount
necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this
bond to make the repairs, and that the cost of all repairs shall be so determined from time to time
during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 7th day of January, 2021.

ATTEST:
[Signature]
Secretary

Hendrix Services, LLC
Principal
[Signature]
By

ATTEST:
[Signature]
Secretary

The Ohio Casualty Insurance Company
Surety
[Signature]
By

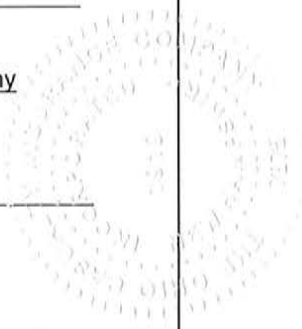
APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of
_____, 20____.

City Clerk

Mayor





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203689 - 986746

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jason Blair, Debra Cornelsen, John E. Dillingham, Mike Haselden, Russell Hollingsworth, Amber Jarman, Tara L. Ramos

all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of May, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of May, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of December 2020



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Freedom Villa
PROJECT LOCATION: 8712 E. Main St. Midwest City, OK 73130
TYPE OF CONSTRUCTION: Installation Water & Sewer

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 140,750 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature], mbr
OWNER

Date: 8-30-21

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 30 day of August, 2021, personally appeared Joel Bryant, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 8/19/24



Monica Tidwell
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature]
CONTRACTOR

Date: 8/27/21

STATE OF Oklahoma
COUNTY OF Cleveland)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27 day of Aug., 2021, personally appeared Jared Hendrix, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 1/10/23



[Signature]
NOTARY PUBLIC



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer
pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: September 28th, 2021

Subject: Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Matthews Trenching Company, Inc. in the amount of \$5,159.50, respectively.

The one year maintenance bonds from Matthews Trenching Company, Inc. are for the water line improvements constructed for the Preston Grove Development located at 9070 N.E. 13th Street.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond #9380804

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Matthews Trenching Co., Inc.,
as Principal, and Fidelity and Deposit Company of Maryland,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation
in the state of Oklahoma, in the full and just sum of Five Thousand One Hundred Fifty Nine & 50/100 dollars
(\$ 5,159.50), such sum being not less than ten percent (10%) of the total contract price to
construct or install Water to Preston Grove (the
"Improvement"), for a period of One (1) years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and Adam Stephens, dated the 2nd day of
June 20 21, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs
or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be
due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary
to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to
make the repairs, and that the cost of all repairs shall be so determined from time to time during the
Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 4th day of June, 20 21.

Matthews Trenching Co., Inc.
Principal

ATTEST:
Tracy King
Secretary

By [Signature]

Fidelity and Deposit Company of Maryland
Surety

ATTEST:
Suzanne Wood
Secretary

By Vicki Wilson

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of
_____, 20____.

City Clerk

Mayor

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of June, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS, all of Oklahoma City, Oklahoma**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of September, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Preston Grove Community
PROJECT LOCATION: 9070 NE 13th AVE, OK 73130
TYPE OF CONSTRUCTION: R-MD

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 65,110.00 less the City of Midwest City, Engineering Division Inspection Fees.

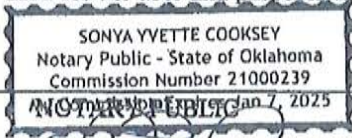
By A Stephens
OWNER

Date: 9-8-21

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 8 day of September, 2021, personally appeared Adam Stephens, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 1-7-2025



CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By Marilyn J. Matthews
CONTRACTOR

Date: 9-8-2021

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 8 day of September, 2021, personally appeared Marilyn J. Matthews, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: August 6, 2024





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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police (Interim)

DATE: September 28, 2021

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

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

Staff recommends approval.

Sid Porter

Sid Porter
Chief of Police (Interim)

Attachment: Agreements

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

THIS Jail Services Agreement (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**Midwest City**”) and the City of The Village, a municipal corporation, (hereinafter referred to as “**The Village**”) (**Midwest City** and **The Village** being collectively referred to herein as “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Midwest City grants permission for use of their property which does not conflict with their primary purpose and uses; and

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

WHEREAS, The Village has a need to house individuals either arrested or held within its jurisdiction; and

WHEREAS, The Village does not have the facilities to house the individuals and **Midwest City** does have **Jail** facilities to house the individuals; and

WHEREAS, the Parties wish to enter into this **Agreement** for the housing of such individuals identified by **The Village** at the **Midwest City Jail**; and

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

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

NOW THEREFORE, MIDWEST CITY, and The Village agree as follows:

1. AGREEMENT

A. The purpose of this **Agreement** is to provide for the incarceration of **The Village** prisoners and hold for municipal/state prisoners, as those terms are defined within this **Agreement** within the **Jail**, under the custody of **Midwest City** Town officials, and to otherwise coordinate booking and detention functions.

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

B. This **Agreement** is expressly limited to provide **The Village** permission only to the extent **The Village's** use does not interfere with the use of the **Jail** by **Midwest City**. This **Agreement** is subject and subordinate to the rights of **Midwest City** to the use of the **Jail** which will be dominant over all rights of **The Village**.

C. This **Agreement** hereby closes and supersedes all previous agreements between the **Parties**.

2. TERM

Subject to the prompt and timely payment of Consideration as set forth in Paragraph 3:

A. The initial term of the **Agreement** is shall commence on 12:00 am Central Daylight Time on July 1, 2021 and ending at 11:59 p.m. Central Daylight Time on June 31, 2022.

B. The **Parties** agree that at the end of the initial term, this **Agreement** may be extended for an additional one-year term, by agreement of the **Parties**, in writing, signed by all **Parties**. If such an agreement is not signed by the **Parties**, the term will not be extended, the **Agreement** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

C. This **Agreement** is also subject to termination for breach of this **Agreement** and as set forth herein.

3. CONSIDERATION

A. **The Village's** financial obligations under this **Agreement** shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, **The Village** agrees to pay **Midwest City** Sixty-Five Dollars (\$65.00) per day per **The Village** prisoner or hold for municipal /state prisoner is held on behalf of **The Village**.

B. **Midwest City** will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of **The Village** prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America for detention for violation of **The Village** municipal ordinances or Oklahoma state statutes, or otherwise held for **The Village** police.

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

C. **Midwest City** agrees to prepare and submit to **The Village** monthly statements no later than the 10th day of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements.

D. Payment of the monthly statement shall be made by **The Village** within thirty (30) of receipt to:

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

4. FACILITIES

Midwest City agrees to provide a jail facility that shall meet the standards set forth in Title 74 of the Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

A. **Midwest City** hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the **Jail** who are **The Village's** prisoners or hold for municipal/state prisoners.

B. **Midwest City** shall permit **The Village** law enforcement officers and **The Village's** agents, in the pursuance of their official duties, as approved by **The Village** Chief of Police and **Midwest City**, to enter the **Jail** at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, **The Village** assumes responsibility and liability for such prisoners until the return of the prisoners to the **Jail**.

C. **Midwest City** shall allow **The Village** access, at all times, to **The Village** prisoners or hold for municipal /state prisoners. **The Village** assumes responsibility and liability for any and all prisoners or trustees upon their removal from the **Jail** by **The Village** until such time as they are returned to the **Jail** by **The Village**.

5. DEFINITIONS.

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

A. A " **The Village** prisoner" shall be defined as any prisoner incarcerated in the **Jail** solely on **The Village** municipal convictions and/or any other person that is otherwise held solely at the request of **The Village** police.

B. A "hold for municipal/state prisoner" shall be defined as a prisoner arrested by a **The Village** police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become **The Village** prisoners when all state charges have been declined or disposed of and the prisoner is being held only for **The Village** municipal charge(s) or **The Village** municipal conviction(s), or otherwise held at the request of **The Village** police.

6. TERMINATION.

A. This **Agreement** may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.

B. This **Agreement** may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

7. CUSTODY.

A. For purposes of this **Agreement**, custody shall be deemed to pass from **The Village** to **Midwest City** upon **The Village's** presentation and **Midwest City's** acceptance of the documentation required by **Midwest City** for booking of prisoners. For compensation purposes, **The Village's** financial responsibility for **The Village** prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the **Jail**.

B. **Midwest City** agrees to accept and provide for the secure custody care and safekeeping of **The Village** prisoners and hold for municipal/state prisoners.

C. **Midwest City** shall coordinate with Municipal Judges of **The Village** for the posting of bonds for those persons charged with violations of **The Village** ordinances. All fines/bonds will be posted with **The Village** municipal court clerk. **The Village** will be responsible for authorization of all own-recognizance bonds on **The Village** prisoners. **The Village** municipal authorities shall coordinate with **Midwest City** for the purposes of conducting arraignments of prisoners on municipal charges.

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

D. **Midwest City** agrees to release **The Village** prisoners and hold for municipal /state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, **The Village's** financial responsibility ends at release or two (2) hours after providing **Midwest City** notification or authorization to release a **The Village** prisoner or hold for municipal/state prisoner, whichever is earlier.

8. REMOVAL

Upon termination, revocation, non-renewal, or expiration of this Agreement, **The Village** must remove all its prisoners or hold for municipal/state prisoner, within fifteen (15) calendar days of the termination, revocation, non-renewal, or expiration of this **Agreement**.

9. MEDICAL CARE.

A. **The Village** will not present to the **Jail** but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the **Jail** staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the **Jail**.

B. Once a prisoner is in the custody of **Midwest City**, **Midwest City** agrees to accept and provide for the secure custody, care and safekeeping of **The Village** prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, **The Village** ordinances and court orders applicable to the operations of the **Jail**.

C. **Midwest City** agrees to provide the **The Village** prisoners and hold for municipal/state prisoners with the same level of care and services provided **Midwest City** prisoners. **The Village** agrees to provide transportation to and from medical facilities outside of the **Jail** for any **The Village** prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

10. OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT.

Both **Parties** are governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party based on the **Parties** entering into this agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

11. NOTICES

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

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

AND

The City of Midwest City, Police Chief
100 N. Midwest Boulevard
Midwest City, OK 73110

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

_____, City Clerk

AND

_____, Police Chief

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

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

12. ABIDES BY LAW

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

13. LIMITATION

The **Agreement** consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **The Village** or incurred by the **Midwest City** hereunder or under any insurance or indemnification provision herein.

14. ASSIGNMENT

The Village may not assign this **Agreement** to any entity or third party without the written consent of the **Midwest City**.

15. COMPLETE AGREEMENT

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

16. TIME OF ESSENCE

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

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

17. MULTIPLE ORIGINALS

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

18. NONINTERFERENCE

This **Agreement** authorizes **The Village** to use and occupy a portion of the **Jail** for the purposes as provided herein. **The Village's** activities and use may not in any manner permanently or temporarily interfere with existing or future **Midwest City** uses for the **Jail**.

19. PROPERTY INTERESTS

The Village acknowledges and agrees that the **Jail** are first and foremost the property of the **Midwest City** and that the **The Village** is not granted any property interest therein or by the terms of this **Agreement**.

20. ANTI-COLLUSION

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

21. WARRANTY

Issuance of this **Agreement** does not constitute or contain any express or implied warranties of title, interest, or right to possession of the **Jail** nor the physical condition of any property subject to this **Agreement**.

22. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Agreement**. Provided however, any breach by **The Village** which interferes with the operation or use of the **Jail** by **Midwest City** must be cured immediately; and **Midwest City** reserves the right to immediately terminate this **Agreement** if **The Village** fails to cure any such breach.

C. Should **Midwest City** breach this **Agreement**, **The Village** may only recover that proportion of the prepaid monthly rental for the unexpired term. **The Village** may not collect or recover any other or additional damages, losses, or expenses.

23. ENVIRONMENTAL

A. **The Village** shall not permit any chemical substance or hazardous material to be brought upon, kept, or used in or about the **Jail** by **The Village**, its officers, representatives, agents, employees, contractors, invitees, prisoners or hold prisoners. **The Village** shall notify the **Midwest City's** Chief of Police of the presence, even if temporary, of any chemical substance or hazardous material brought onto the **Jail** by **The Village**, its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

B. If **The Village** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought onto the **Jail** by **The Village** or its contractors, employees, agents, prisoners or hold prisoners results in contamination of the **Jail** or contamination of the water supply of **Midwest City**, or if contamination of the **Jail** or by the chemical substance or hazardous material otherwise occurs for which **The Village** is legally liable, **The Village** shall indemnify, defend and hold **Midwest City** and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines,

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Agreement** hereof as a result of such contamination.

C. This indemnification of **Midwest City** by **The Village** also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **Midwest City** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the **Jail** caused by **The Village**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought onto the **Jail** by **The Village**, its employees, agents, contractors, prisoners or hold prisoners results in any contamination of the **Jail**, or the water supply of **Midwest City**, **The Village** shall promptly take all actions at its sole expense as are necessary to return the **Jail** and the water supply of **Midwest City** to the condition existing prior to the introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this **Agreement**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

24. INSPECTION AND SECURITY

A. **The Village** and its employees and agents shall have the right, but not the duty, to inspect the **Jail** to determine whether **Midwest City** is complying with the terms of this **Agreement**. This provision does not intend or create any liability and/or indicate that **The Village** has any control of or over the **Jail** but, rather, is expressly intended solely to allow monitoring of **The Village** prisoners, hold for municipal/state prisoners and **Jail** standards.

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

B. **The Village** personnel shall at all times comply with all state and **Midwest City** security and confidentiality regulations in effect at the **Jail**. Information belonging to **Midwest City** will be safeguarded by **The Village** to the same extent as **The Village** safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

25. TRANSPORTATION OF PRISONERS

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

26. THIRD PARTY BENEFICIARIES

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

27. VENUE AND CHOICE OF LAW

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

28. CASUALTY

If any part of the **Jail** is damaged by casualty or Act of God, as to render the **Jail** unsuitable, in **Midwest City's** sole determination, then **The Village** may terminate this **Agreement** by providing written

JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

notice to the **Midwest City**, as **The Village's** only recourse as to **Midwest City**, which termination will be effective as of the date of such casualty or other harm.

29. AMENDMENTS

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

30. EFFECTIVE DATE

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

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JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of _____ this
_____ day of _____, 2021.

THE CITY OF _____

MAYOR

_____, CITY CLERK

REVIEWED for form and legality.

_____, CITY ATTORNEY

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JAIL SERVICES AGREEMENT
between
CITY OF THE VILLAGE
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____
day of _____, 2021.

THE CITY OF MIDWEST CITY

MATTHEW D. DUKES, II, MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer
pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: September 28th, 2021

Subject: Discussion and consideration, including any possible amendment, of awarding the bid to and entering into a contract agreement with Cimarron Construction in the amount of \$207,888.00 for the construction and installation of the new I-40 and Hudiburg Drive Guard Rails and Safety Wall Improvements funded through the (013) Street and Alley Capital Outlay.

The accompanying proposed agreement is for the construction and installation of the new I-40 and Hudiburg Drive Guard Rails and Safety Wall Improvements. The bid total and the engineer's estimate are attached. The improvement's construction is funded through the (013) Street and Alley Capital Outlay.

Entering into the contract agreement is at the discretion of the City Council.

Patrick Menefee, P.E.,

City Engineer

Attachment



August 25, 2021

Honorable Mayor and City Council
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

RE: AWARD RECOMMENDATION
Hudiburg Drive at Interstate 40
Safety Wall & Guardrail
Improvements

Dear Mayor and City Council:

Enclosed is the bid tabulation and all of the original bid forms for the bids received on **August 24, 2021** for the above referenced project. Following are the apparent bid results.

Engineer's Estimate	\$216,938.00
CONTRACTOR	BASE BID
Cimarron Construction Co.	\$207,888.00

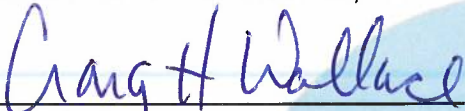
Upon review of the bid documents, no discrepancies were found. Therefore, based on these bid results, award of a contract is recommended for the above referenced project in the following amount to the lowest responsible bidder, **Cimarron Construction Co.**

TOTAL AWARD AMOUNT\$207,888.00

Please place this item on the next available council agenda for consideration. Should you have any questions or comments, please contact our office.

Sincerely,

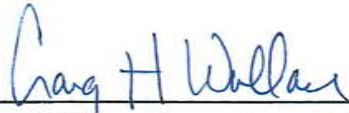
Smith Roberts Baldischwiler, LLC


Craig H. Wallace
Vice President

Cc: File #116161

BIDS RECEIVED TUESDAY, AUGUST 24, 2021 AT 2:00 PM
 BID TABULATION FOR HUDIBURG DR. AT INTERSTATE 40 - SAFETY WALL & GUARDRAIL IMPROVEMENTS

ITEM NO.	SPEC. NO.	ITEM	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE		CIMARRON CONST. CO.	
					UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	230	SOLID SLAB SODDING	1.00	LS	3,500.00	3,500.00	3,393.00	3,393.00
2	303(A)	AGGREGATE BASE TYPE A	40.00	CY	200.00	8,000.00	170.00	6,800.00
3	414(A)	PORTLAND CEMENT CONCRETE PAVEMENT (8")	66.00	SY	150.00	9,900.00	154.00	10,164.00
4	504(E)	CONCRETE PARAPET WALL	114.00	LF	415.00	47,310.00	464.00	52,896.00
5	504(E)	CONCRETE RAIL (TR4)	10.00	LF	950.00	9,500.00	434.00	4,340.00
6	623	GUARDRAIL	302.00	LF	95.00	28,690.00	78.00	23,556.00
7	609(B)	2'-8" COMBINED CURB & GUTTER (6" MOUNTABLE)	146.00	LF	87.00	12,702.00	94.00	13,724.00
8	609(B)	2'-8" COMBINED. CURB & GUTTER (6" BARRIER)	318.00	LF	82.00	26,076.00	82.00	26,076.00
9	610(A)	4" CONCRETE SIDEWALK	52.00	SY	105.00	5,460.00	124.00	6,448.00
10	642(A)	CONSTRUCTION STAKING	1.00	LS	7,500.00	7,500.00	3,200.00	3,200.00
11	642(A)	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1.00	LS	17,000.00	17,000.00	15,985.00	15,985.00
12	641	MOBILIZATION	1.00	LS	10,000.00	10,000.00	7,700.00	7,700.00
13	SPEC.	COLOR AUDIO/VIDEO RECORDING, PRE & POST CONSTRUCTION (RECORDED DIGITALLY ON DVD)	1.00	LS	1,500.00	1,500.00	1,000.00	1,000.00
14	805(A)	RELOCATE STRUCTURE (PULL BOX)	1.00	EA	1,500.00	1,500.00	500.00	500.00
15	805(A)	REMOVE GUARDRAIL	408.00	LF	25.00	10,200.00	27.00	11,016.00
16	805(A)	REMOVE CONCRETE SIGN BASE	7.00	EA	500.00	3,500.00	600.00	4,200.00
17	805(A)	REMOVE CURB AND GUTTER	464.00	LF	25.00	11,600.00	35.00	16,240.00
18	805(A)	ADJUST EXISTING STRUCTURE (PULL BOX)	2.00	EA	1,500.00	3,000.00	325.00	650.00
TOTAL BASE BID						\$216,938.00		\$207,888.00



 Craig H. Wallace, Vice President - Smith Roberts Baldischwiler, LLC

25-Aug-21

 Date



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : September 28th, 2021

SUBJECT : Discussion and consideration for entering into and approving, including any possible amendment, a Professional Services Agreement with Lee Engineering LLC., in the amount of \$99,911.01 to provide survey and design services for a future federal project to upgrade seven signals to an improved standard.

The City has negotiated with Lee Engineering LLC to provide survey and design services for a future federal project to upgrade seven signals to an improved standard. The project has been awarded construction funds for the federal year FY 22-23.

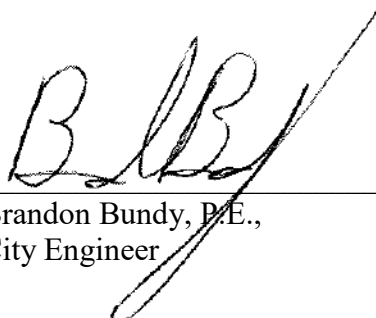
Those signals are as follows:

- Midwest / NE 10th
- Midwest / National
- SE 29th / Marshall
- SE 29th / Town Center
- SE 29th / Mid-America
- SE 29th / Lowes
- SE 29th / Sooner

This contract will be funded in the existing budget through project #692201 (Fund 269).

I am available for any additional questions.

Staff recommends approval.



Brandon Bundy, P.E.,
City Engineer

Attachment

City of Midwest City
Signal Upgrade, 7 Signals SE 29th St and Midwest Blvd
Oklahoma Department of Transportation
Transportation Alternative Program

EXHIBIT “A” – SCOPE OF SERVICES

SECTION 1 – GENERAL PROJECT SCOPE

The CONSULTANT shall provide the necessary and appropriate engineering and technical services to design and provide construction plans for the upgrade of seven signals located at Midwest Blvd and NE 10th Street; Midwest Blvd and National Ave; SE 29th Street and Marshall Dr; SE 29th Street and Town Center Dr; SE 29th Street and Mid-America Blvd; SE 29th Street and Lowes Dr; SE 29th Street and Sooner Rd to meet current ADA standards. Signal modifications at the intersections shall include upgrades to video detection, GPS emergency pre-emption, signal heads, striping, countdown pedestrian signal heads, pedestrian push buttons, and luminaires. In addition to design, the CONSULTANT shall submit required NEPA documentation to ODOT and respond to all requests for information. The CONSULTANT shall be responsible to hold a utility coordination meeting and discuss any conflicts and mitigation measures. If utility relocation is required, plans will be developed through a supplement to this contract.

The design services will include topographic and control survey, vehicle detection analysis and vendor selection, ADA improvements at seven intersections including ramps, landings, sidewalks, pedestrian and signal modifications, signing and striping plans, and traffic control plans to allow construction under existing traffic. It is anticipated that this project will be constructed as a single construction project and will be let through the ODOT system.

1. BASIC SERVICES

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

1.1.1 Performance of a DETAILED TOPOGRAPHIC SURVEY to locate all adjacent property lines, fences, trees and other pertinent physical features at five intersection improvement locations. Topographic survey for Midwest Blvd and NE 10th Street as well as at Midwest Blvd and National Ave will be provided to the CONSULTANT by the City.

1.1.2 Provide a COST ESTIMATE.

1.1.3 Provide all necessary right-of-way parcel plots and acquisition documents.

1.1.4 Furnish construction plans to each utility company as necessary to coordinate utility relocation with project construction.

1.1.5 Provide the necessary and appropriate engineering and technical services

to design intersection improvements.

- 1.1.6 Preparation of PRELIMINARY and FINAL CONSTRUCTION PLANS in accordance with ODOT requirements for same.
- 1.1.7 Provide all necessary plans for submission to state and federal agencies pursuant to applications for federal funding for the project.
- 1.1.8 Provide to OWNER digital copies of all final construction drawings in a format compatible with AutoCAD. Record drawings will be provided in PDF format.
- 1.1.9 Provide assistance to the OWNER and ODOT during project construction.
- 1.1.10 Obtain OWNER and ODOT approval of plans, including procedures for all ODOT requirements such as reviews, etc.
- 1.1.11 Meet with OWNER and ODOT Staff as necessary.

1.2 TASK 1 – TOPOGRAPHIC SURVEY

- 1.2.1 General Scope - The scope of this project is to develop a topographical survey for traffic signal and ADA improvements at the intersections of SE 29th Street and Marshall Dr; SE 29th Street and Town Center Dr; SE 29th Street and Mid-America Blvd; SE 29th Street and Lowes Dr; SE 29th Street and Sooner Rd.
- 1.2.2 Survey extents for each site shall be approximately 150-ft along the centerline of each intersection from right-of-way to right-of-way.
- 1.2.3 Field survey within survey extents of topographic features including buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, pavement markings, and signage, etc.
- 1.2.4 Horizontal control, vertical control, and land ties according to Oklahoma State Plane coordinate system. Project horizontal datum will be NAD83 projected on Oklahoma State Plan Coordinates North Zone. Establish control using known primary control points or benchmarks. Permanent control points will be set outside of the limits of construction and shall be 5/8-in rebar with plastic cap.
- 1.2.5 OKIE will be contacted to have utilities marked. All visible above ground utility structures will be located including sanitary and storm sewer pipe inverts, sizes and directions, water valves and water valve top of nut.

- 1.2.6 Set and identify two (2) benchmarks for vertical control.
- 1.2.7 Research and secure property ownerships, right-of-way, and easements
- 1.2.8 All survey shall be drawn in AutoCAD.

1.3 TASK 2 – PRELIMINARY PLANS

- 1.3.1 This task includes the initial work required to begin the project along with preparation of the preliminary plans (30%). Detailed scope items are as follows:
 - 1.3.2 Obtain and review existing plans, aerials, GIS information, traffic information, utility information, plat and property information.
 - 1.3.3 Perform field investigation to identify/review existing conditions and to identify detailed scope of possible reuse of existing signal and pedestrian equipment.
 - 1.3.4 Provide detailed preliminary construction cost estimates and provide the OWNER with specifications for recommended vehicle detection system and vendor.
 - 1.3.5 Develop preliminary design plans (30%) for the project with sufficient information to satisfy ODOT criteria required to obtain Federal funding. These preliminary plans would be developed for submittal and review of the OWNER and ODOT. Preliminary (30%) Plans shall include the following sheets:
 - Title Sheet
 - Pay Items, Quantities and Notes
 - Typical Sections
 - Traffic Signal Layouts
 - 1.3.6 After receipt of preliminary plan review comments, develop plan-in-hand design plans (60%) for submittal to the OWNER and ODOT for review. Plan-In-Hand Design Plans (60%) shall include the following sheets in addition to those previously prepared during the Preliminary (30%) Plans stage:
 - Signing and Striping Plans
 - Traffic Signal Design Tables
 - Intersection Geometric Layouts showing sidewalk and ADA ramps

1.4 TASK 3 – FINAL PLANS

- 1.4.1 This task includes the work required to complete final design plans and specifications for construction plans. Detailed scope items are as follows:
- 1.4.2 Hold a plan-in-hand field meeting with OWNER and ODOT staff to discuss specific issues with the plan-in-hand plans and detail how to proceed with final plans.
- 1.4.3 Prepare Right-of-Way Plan Submittal (65%) with legal descriptions for affected properties to be submitted to the OWNER for processing and acquisition.
- 1.4.4 Provide utility coordination for all public and private utilities in conflict with the project improvements. Coordinate and hold utility meeting. Send project plans to all utility companies within the corridor.
- 1.4.5 Prepare final detailed construction estimates based on the final plans.
- 1.4.6 Develop final design plans and specifications for a single construction contract. The final design plans will have sufficient information to satisfy ODOT criteria required to obtain Federal funding. These final design plans would be developed for submittal to the OWNER and ODOT for review.
- 1.4.7 Final Review Plans (90%) shall include the following sheets, in addition to the sheets prepared in the preliminary design phase.
 - Cross Sections, where necessary
 - Project Location Map
 - Summary Sheets
 - Erosion Control Plan and SWPPP
 - Traffic Signal Wiring Diagram
 - Traffic Signal Phasing & Sequencing Diagram
 - Traffic Signal Timing Data including pedestrian clearance intervals (coordinated signal timings are NOT included)
 - Traffic Control Sheet
 - Miscellaneous Details
 - Standard Details
- 1.4.8 Prepare and submit Final Signed and Sealed Plans (100%) with Final Review plan comments incorporated. ODOT ProjectWise requirements will be met for final plan submission.
- 1.4.9 Bid Services including attendance at the ODOT Pre-Bid meeting, review of bidder's questions, and preparation of addendum, if necessary, prior to bid opening. This task would provide for bidding services for a single construction contract.

1.5 TASK 4 – CONSTRUCTION REPRESENTATION

- 1.5.1 This task includes the work required to perform the construction representation for a single construction contract. This task will allow time for the CONSULTANT to monitor the progress of the project and make recommendations to the OWNER. Detailed scope items are as follows:
- 1.5.2 Act as a representative for the OWNER regarding requests for information and attend the Final Inspection.
- 1.5.3 Attend construction site meetings at the request of the OWNER and/or ODOT as a representative of the OWNER during construction.

1.6 TASK 5 – RECORD DRAWINGS

- 1.6.1 This task includes the work required to obtain field changes and prepare record drawings. Detailed scope items are as follows:
- 1.6.2 Obtain field change data in the form of final plan mark-ups and field notes in regard to signal modifications and ADA improvements from ODOT and the CONTRACTOR.
- 1.6.3 Incorporate the information provided by ODOT and the CONTRACTOR into the project drawings to be submitted as Record Drawings. Drawings will be submitted to the OWNER and ODOT in PDF format.

Thank you for the opportunity to submit this scope and fee proposal for the City of Midwest City Signal Upgrade, 7 Signals. We look forward to working with you on this project. If you have any questions or need additional information, please contact Esther M. Shaw-Smith in our Oklahoma City office at eshaw@lee-eng.com or (405) 384-5127.

Sincerely,



Digitally signed by Dharmesh Shah, PE, PTOE
DN: cn=Dharmesh Shah, PE, PTOE, o=Lee
Engineering, LLC, ou, email=dshah@lee-eng.com,
c=US
Date: 2021.09.09 10:40:47 -05'00'

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

EXHIBIT “B” – COMPENSATION

Under the terms of this Contact, the CONSULTANT agrees to perform the work and services described in this Contract. ODOT agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$99,900 for Basic Services as specifically set forth in this Exhibit B.

Compensation for basic services may not exceed \$99,900 and in no event may the CONSULTANT receive compensation in excess of the amount listed for each task for performance of its basic services.

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

Task 1 an amount not to exceed:	<u>\$12,500.00</u> Lump Sum Completion and submittal of the field surveys.
Task 2 an amount not to exceed:	<u>\$42,800.00</u> Lump Sum Completion and submittal of the preliminary plans
Task 3 an amount not to exceed:	<u>\$40,900.00</u> Lump Sum Completion and submittal of the final construction plans in accordance with ODOT standards.
Task 4 an amount not to exceed:	<u>\$1,800.00</u> Hourly, as needed Completion of the Construction Representation.
Task 5 an amount not to exceed:	<u>\$1,800.00</u> Lump Sum Completion and submittal of the Record Drawings.
Direct Costs an amount not to exceed:	<u>\$100.00</u> Lump Sum Direct Non-Payroll Costs including Reproduction and Mileage.

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

Project Description:	Midwest City Signal Upgrade, 7 Signals		
Project No.:	STBG-UZA Safety Project		
Client:	MIDWEST CITY / ODOT		
Prepared By:	EMS		September 9, 2021

Direct Salary Costs			
Labor Description	Labor Rate	Total Manhours	Total Cost
Principal	\$281.70	4	\$ 1,126.80
Sr. Project Manager	\$233.25	36	\$ 8,397.00
Project Manager	\$170.05	2	\$ 340.10
Senior Engineer	\$162.51	42	\$ 6,825.42
Project Engineer	\$142.95	142	\$ 20,298.90
Sr. Engineering Designer	\$115.87	105	\$ 12,166.35
Engineering Designer	\$105.32	92	\$ 9,689.44
CAD Designer	\$93.90	300	\$ 28,170.00
Clerical/Admin	\$78.25	4	\$ 313.00
TOTAL DIRECT SALARY COSTS			\$ 87,327.01

Direct Non-Payroll Costs			
Description			Total Cost
Materials and Supplies			\$ -
Reproduction			\$ -
Travel Expenses			\$ 84.00
Survey			\$ 12,500.00
TOTAL NON-PAYROLL COSTS			\$ 12,584.00

GRAND TOTAL PROPOSED FEE	\$ 99,911.01
---------------------------------	---------------------

MANHOUR DISTRIBUTION

Task	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engineering Designer	CAD Designer	Clerical	TOTAL	Cost
TASK 1 - Survey - Please See Attachment											
TASK 2 - Preliminary Plans											
MANAGEMENT/MEETINGS											
Client Coordination/Meetings		4			4					8	\$1,504.80
Quality Control Review	1	2		4	4					11	\$1,970.04
DESIGN											
Obtain/Review Existing Data		2			2	2	2			8	\$1,194.78
Field Reconnaissance					8	8				16	\$2,070.56
Quantities and Cost Estimate		1			2	4		2		9	\$1,170.43
NEPA Documentation/Coordination		1			2	4		4	1	12	\$1,436.48
PRELIMINARY PLANS											
Title Sheet (1 sheet)					1		3	4		8	\$834.51
Pay Items, Quantities, and Notes (1 sheet)					2		2	4		8	\$872.14
Typical Sections (1 sheet)		1			2			6		9	\$1,082.55
Traffic Signal Layouts (5 sheets)		1		3	4	4	8	20		40	\$4,476.62
Vehicle Detection Analysis and Vendor Selection		2	2	4	4		4			16	\$2,449.72
30% Plan Submittal Preparation		1		1	2	4		8		16	\$1,896.34
Signing and Striping Plans (7 sheets)				2	8	14	7	32		63	\$6,832.84
Traffic Signal Design Tables (5 sheets)		1		3	4	4	8	20		40	\$4,476.62
Intersection Geometric Layouts (7 sheets)		1		3	14	14		32		64	\$7,349.06
60% Plan Submittal Preparation	1	1		2	4	8		9		25	\$3,183.83
SUBTOTAL TASK 2	2	18	2	22	67	66	34	141	1	353	\$42,801.32
TASK 3 - Final Plans											
MANAGEMENT/MEETINGS											
Client Coordination/Meetings		4			4					8	\$1,504.80
Quality Control Review	1	2		4	4					11	\$1,970.04
Plan-In-Hand Field Review		4			4					8	\$1,504.80
DESIGN											
Right-of-Way Submittal & Exhibits (65% Submittal)					2		4	6		12	\$1,270.58
Utility Coordination		1			8		4		1	14	\$1,876.38
Cost Estimate		1			2	2		1		6	\$844.79
FINAL PLANS											
Revise Sheets from Preliminary Plans (27 sheets)				2	3	4	8	10		27	\$2,998.91
Summary Sheets (2 sheets)					2	2		12		16	\$1,644.44
Project Location Map (1 sheet)					1	1		6		8	\$822.22
Erosion Control Details (1 sheet)					1	1		6		8	\$822.22
SWPPP (1 sheet)					1	1		6		8	\$822.22
Traffic Signal Wiring Diagram (5 sheets)		1		3	4	4	8	20		40	\$4,476.62
Traffic Signal Phasing & Sequencing Diagram (5 sheets)		1		3	4	4	8	20		40	\$4,476.62
Traffic Signal Timing and Detail Sheets (5 sheets)		1		3	4	4	8	20		40	\$4,476.62
Traffic Control Plan and Quantities (2 sheets)					2	4		10		16	\$1,688.38
Cross Sections (1 sheet)					1	1		6		8	\$822.22
Miscellaneous Detail Sheet (1 sheet)					1		1	6		8	\$811.67
90% Plan Submittal Preparation		1		2	2	4	8	8		25	\$2,901.41
Standard Detail Sheets					1		1	2		4	\$436.07
Special Provisions/Specifications				1	2	1				4	\$564.28
100% Plan Submittal Preparation (50 sheets)	1	1		1	2	4	8	8		25	\$3,020.60
BIDDING SERVICES											
Pre-Bid Meeting					2					2	\$285.90
Bidder Questions, RFIs, Addendum					2	2		4		8	\$893.24
SUBTOTAL TASK 3	2	17	0	19	59	39	58	151	1	346	\$40,935.03
TASK 4 - Construction Representation											
Construction Site Meetings					8				1	9	\$1,221.85
Final Inspection					4					4	\$571.80
SUBTOTAL TASK 4	0	0	0	0	12	0	0	0	1	13	\$1,793.65
TASK 5 - Record Drawings											
Obtain Field Change Data					2					2	\$285.90
Prepare Record Drawings		1		1	2			8	1	13	\$1,511.11
SUBTOTAL TASK 5	0	1	0	1	4	0	0	8	1	15	\$1,797.01
HOURLY RATES	281.70	233.25	170.05	162.51	142.95	115.87	105.32	93.90	78.25		
TOTAL HOURS	4	36	2	42	142	105	92	300	4	727	
GRAND TOTAL											\$87,327.01

Direct Non-Payroll Costs

Materials and Supplies	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Report Binding		\$10.00	\$ -
Electronic Storage Media		\$5.00	\$ -
SUBTOTAL			\$ -

Reproduction	<i>No. Sheets</i>	<i>Unit Cost</i>	<i>Total Cost</i>
8 1/2 x 11 sheets (Preliminary Report) (5 sets)		\$0.05	\$ -
11 x 17 sheets (Preliminary Plans) (5 sets)		\$0.10	\$ -
11 x 17 sheets (Final Plans) (5 sets)		\$0.10	\$ -
24 x 36 full size sheets (Final Plans) (1 set)		\$5.00	\$ -
SUBTOTAL			\$ -

Travel Expenses			
Vehicle: (40 miles Round Trip)	<i>Mileage</i>	<i>per mile</i>	<i>Total Cost</i>
Field Visit	25.00	0.560	\$ 14.00
Plan in Hand	25.00	0.560	\$ 14.00
Construction Admin	75.00	0.560	\$ 42.00
Final Inspection	25.00	0.560	\$ 14.00
Lodging:	<i>Days</i>	<i>Avg. Rate</i>	<i>Total Cost</i>
		\$94.00	\$ -
Subsistence: Meals	<i>Quantity</i>	<i>Avg. Cost</i>	<i>Total Cost</i>
		\$13.00	\$ -
SUBTOTAL			\$ 84.00

Survey			<i>Total Cost</i>
Cowan Group Engineering			\$ 12,500.00
SUBTOTAL			\$ 12,500.00

TOTAL NON-PAYROLL COSTS	\$ 12,584.00
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September 3, 2021

Esther M. Shaw-Smith, PE, PTOE
Senior Project Manager
Lee Engineering, LLC
525 Central Park Drive, Suite 107
Oklahoma City, OK 73105

RE: Midwest City Intersection Survey
Midwest City, OK

Dear Ms. Smith:

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

GENERAL PROJECT DATA

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

- Project Name – Midwest City Intersection Surveys
- Project Location – Intersection of SE 29th Street and Sooner Road; SE 29th Street and Mid America Boulevard; SE 29th Street and Lowe's Drive; SE 29th Street and Town Center Drive; and SE 29th Street and Marshall Drive. (Refer to Attachments "A1", "A2", "A3", "A4" and "A5")
- Project Owner – City of Midwest City (Owner)
- Project Client – Lee Engineering, LLC (Client)
- Project Type – Land Survey

GENERAL CORRESPONDENCE & MEETINGS

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

BASIC SCOPE OF SERVICES

The basic scope of services includes the land survey for traffic signal and ADA improvements for five (5) locations at the intersection of SE 29th Street and Sooner Road; SE 29th Street and Mid America Boulevard; SE 29th Street and Lowe's Drive; SE 29th Street and Town Center Drive; and SE 29th Street and Marshall Drive.

Task One – Land Survey

- Survey extents for each site shall be approximately 150 feet along the centerline of each intersection roadway from right-of-way to right-of-way.
- Topographic Survey. Field survey of topographic features including buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, pavement markings, and signage, etc.
- Scope includes horizontal control, vertical control, land ties according Oklahoma State Plane coordinate system and/or City of Oklahoma City land control. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates North Zone. Establish control using known primary control points or benchmarks. Permanent control points will be set outside the limits of construction and shall be 5/8" rebar with plastic cap.
- Set and identify two (2) benchmarks relative to NAVD 88 for vertical control

- Research and secure property ownerships, right-of-way, and easements
- Contact and locate each privately-owned Utility
- Provide Client with topographic survey in AutoCAD and/or PDF format

ADDITIONAL SERVICES

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

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

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

BASE CONTRACT FEE STRUCTURE (as outlined above)

ITEM	DESCRIPTION	FEE
	Basic Scope of Services	
1	Land Survey	12,500
	Total:	\$12,500

SCHEDULE

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

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

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

COMPENSATION

For BASIC CONTRACT land survey services performed under this agreement, the Owner shall pay the Consultant **a lump sum fee amount of \$12,500.00** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice.

TERMS AND CONDITIONS

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

ATTACHMENTS

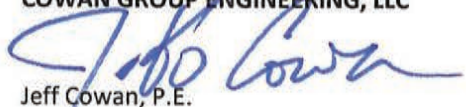
As a supplement to this proposal please find the following documents:

- Attachment "A1" – Site Location – SE 29th Street and Sooner Road
- Attachment "A2" – Site Location – SE 29th Street and Mid America Boulevard
- Attachment "A3" – Site Location – SE 29th Street and Lowe's Drive
- Attachment "A4" – Site Location – SE 29th Street and Town Center Drive
- Attachment "A5" – Site Location – SE 29th Street and Marshall Drive
- Attachment "B" – CGE 2021 Hourly Rate Schedule

If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted. Should you have any questions, please contact Mr. Justin Smith, PLS at 405.463.3369 or justin@cowangroup.co.

Sincerely,

COWAN GROUP ENGINEERING, LLC



Jeff Cowan, P.E.
Principal

NOTICE TO PROCEED

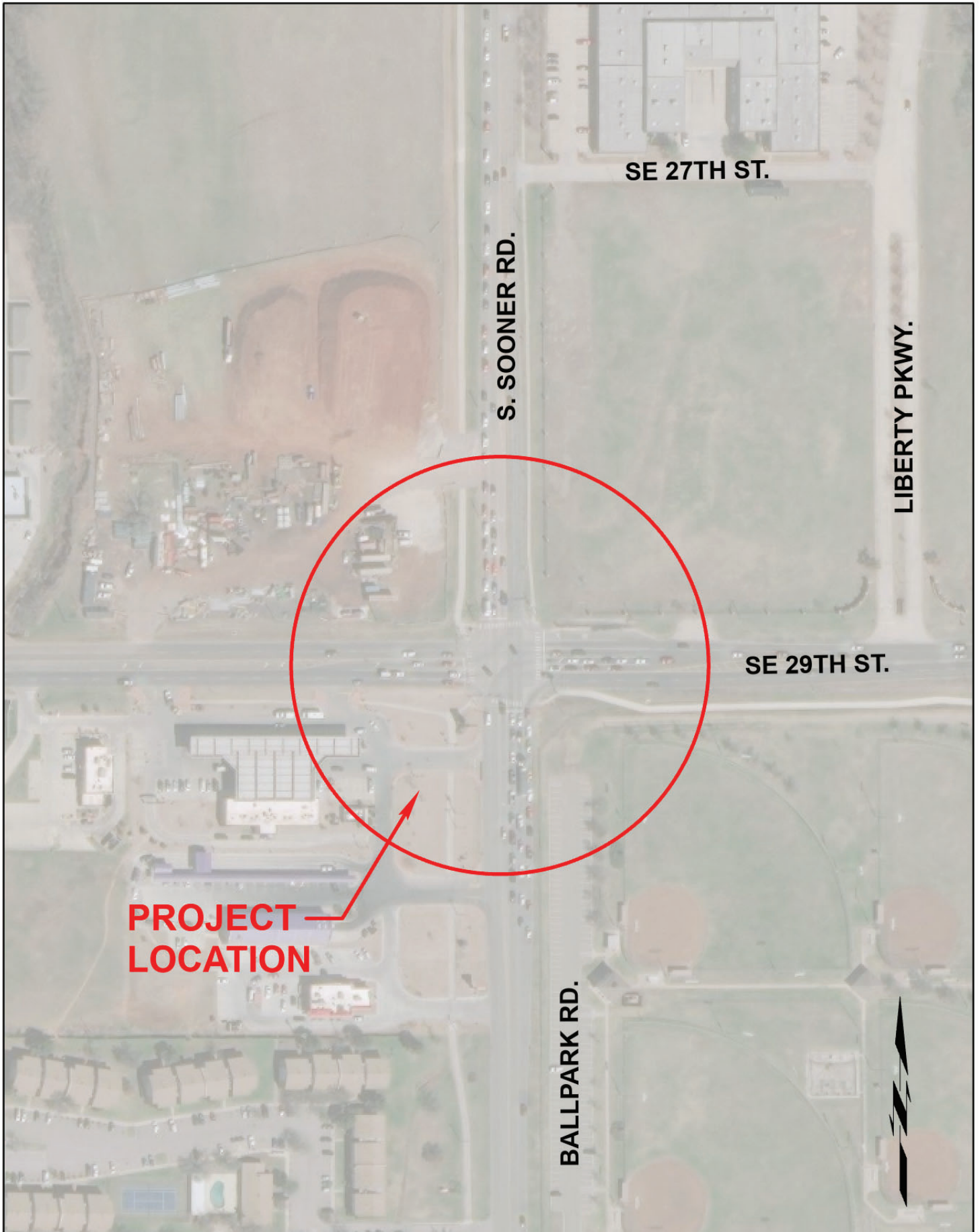
The above proposal is understood and accepted. By accepting this proposal, you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES).

By: _____
(Signature)

For: _____
(Organization)

Date: _____

ATTACHMENT "A1"



SE 27TH ST.

S. SOONER RD.

LIBERTY PKWY.

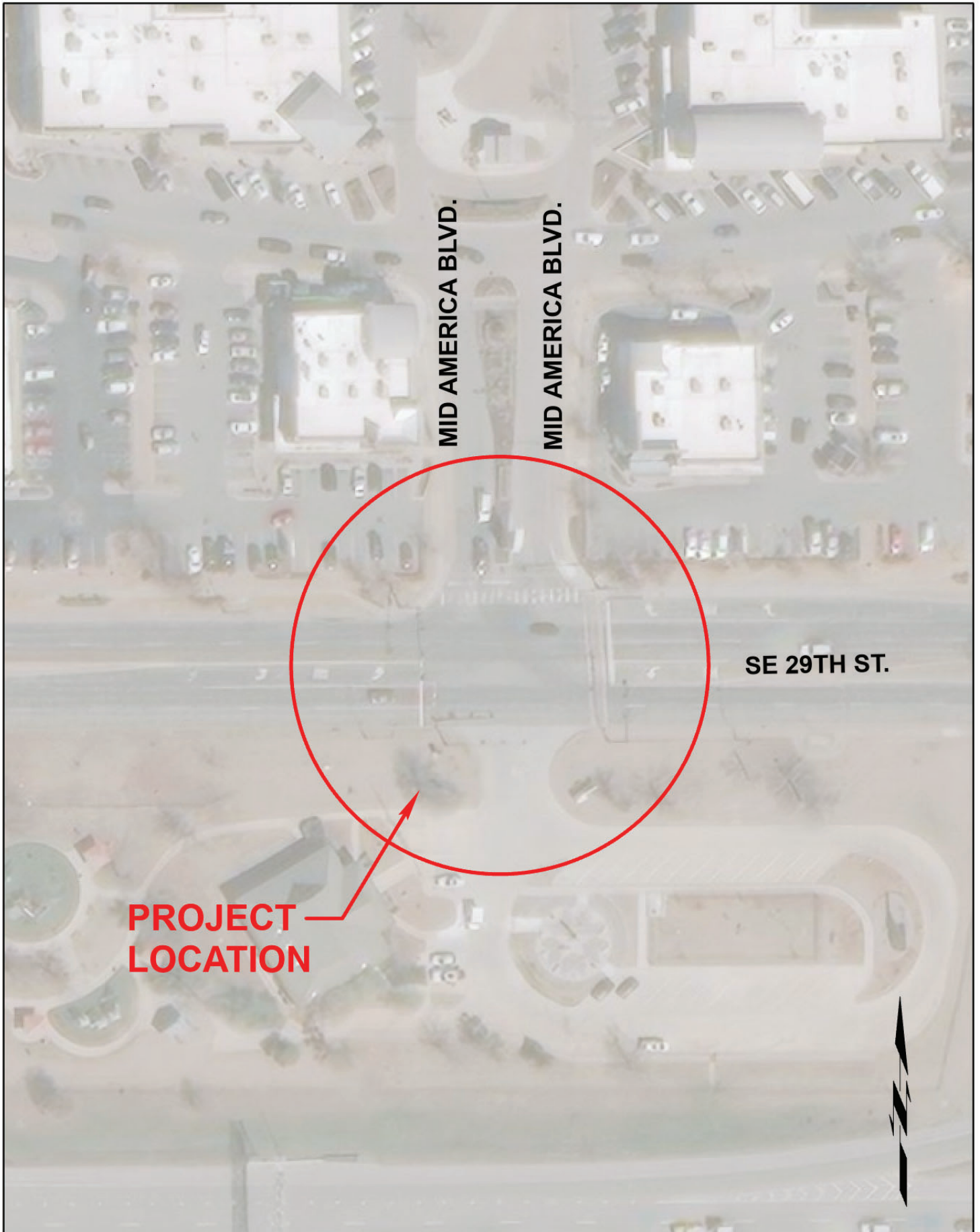
SE 29TH ST.

**PROJECT
LOCATION**

BALLPARK RD.



ATTACHMENT "A2"



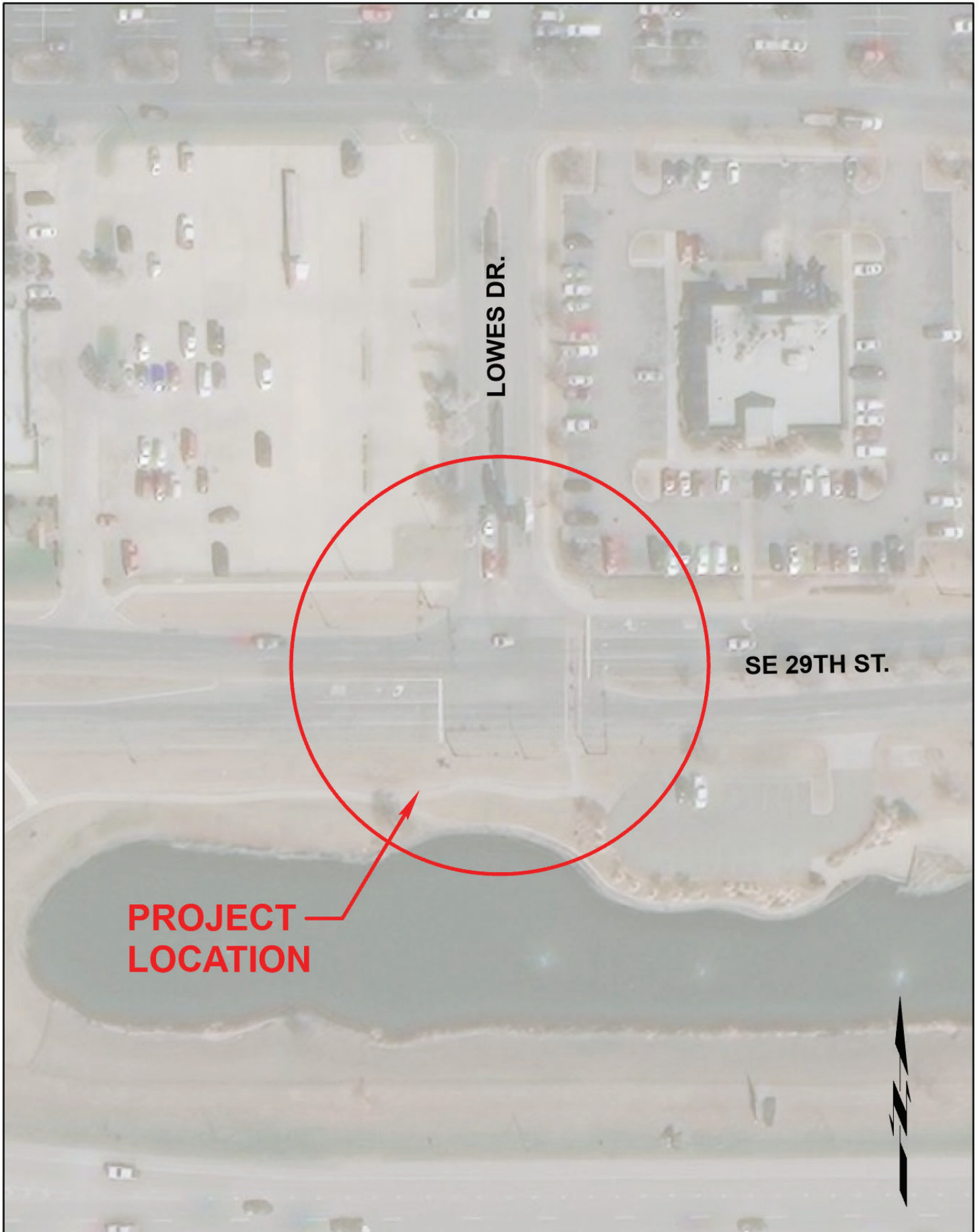
MID AMERICA BLVD.

MID AMERICA BLVD.

SE 29TH ST.

**PROJECT
LOCATION**

ATTACHMENT "A3"



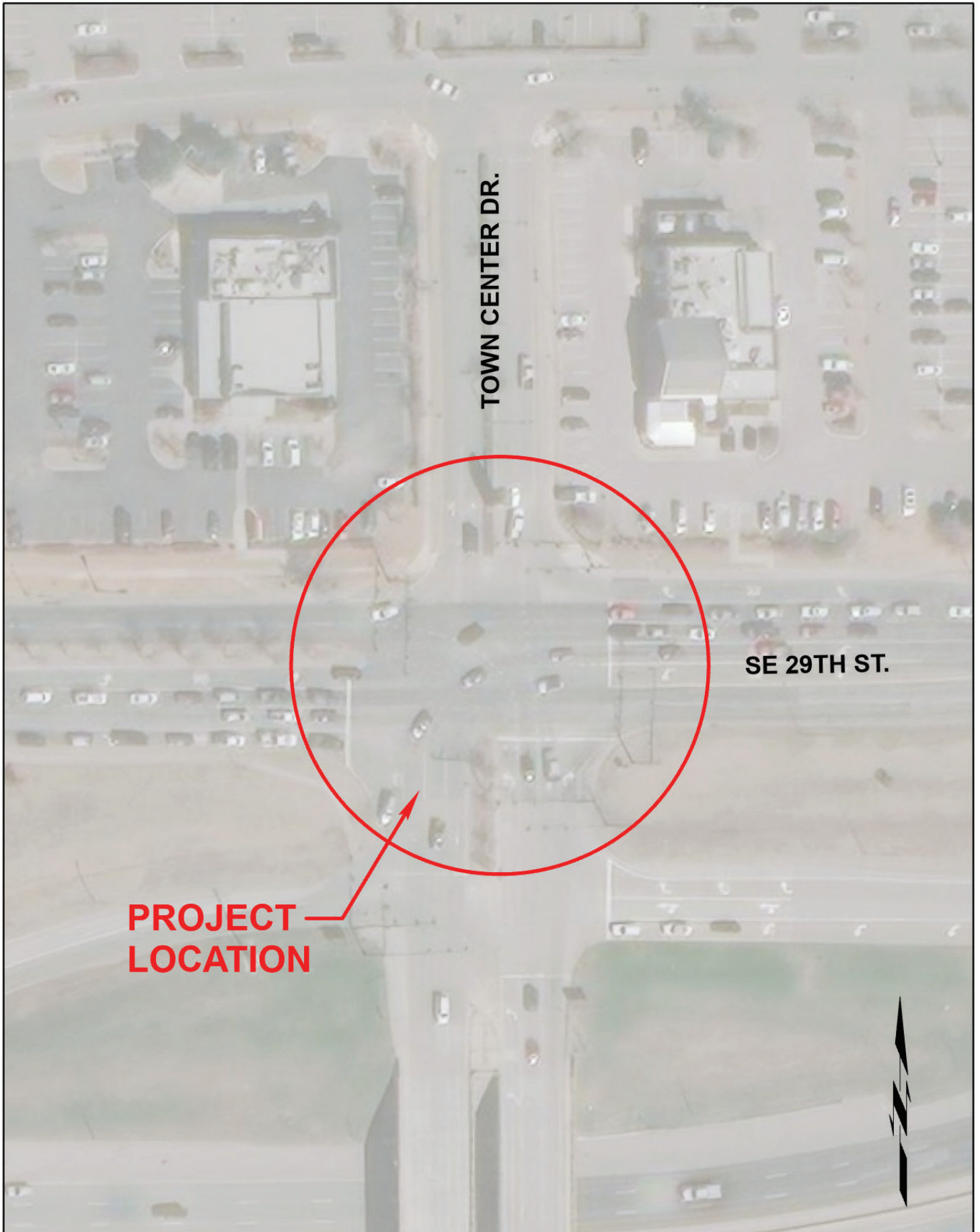
LOWES DR.

SE 29TH ST.

**PROJECT
LOCATION**



ATTACHMENT "A4"



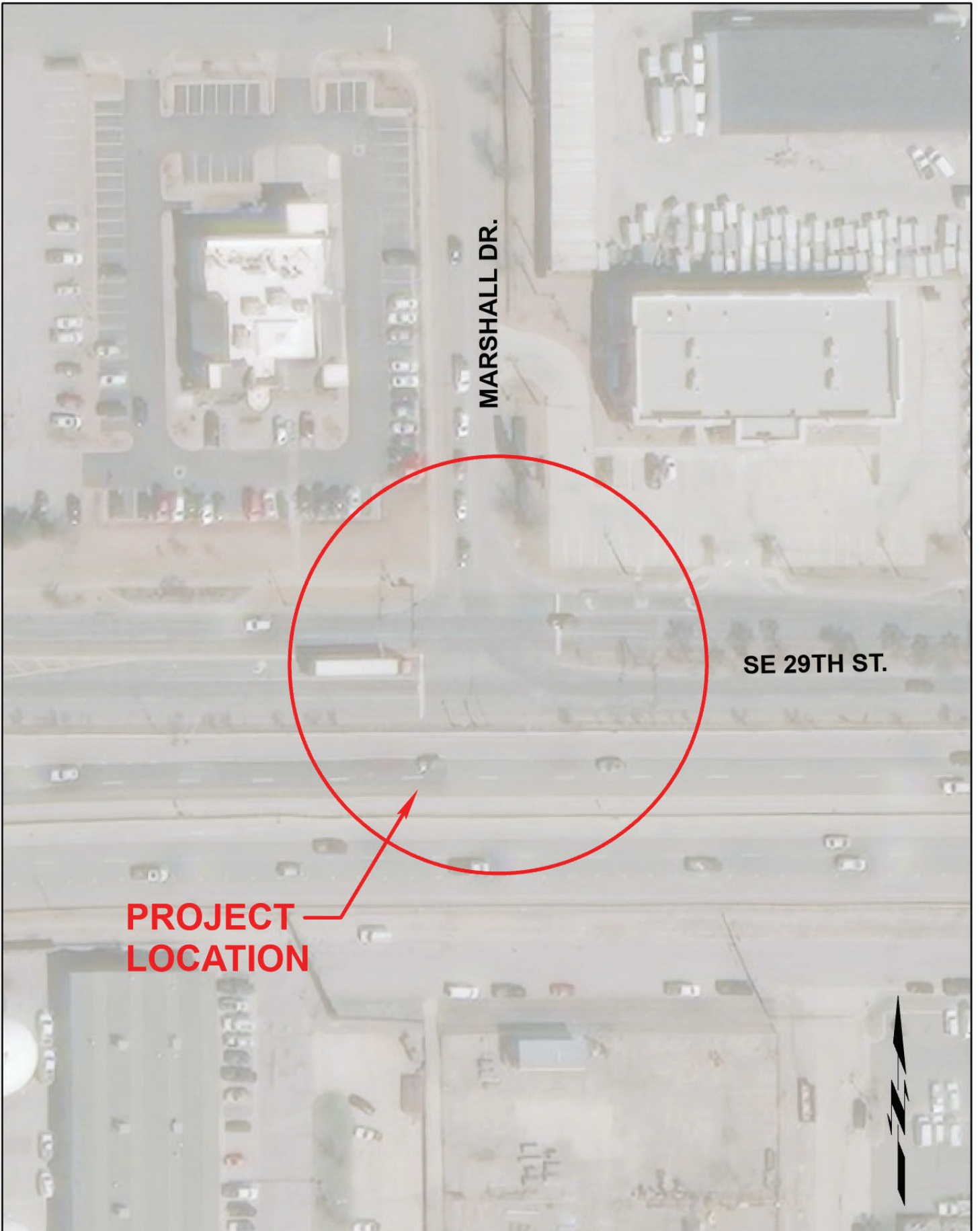
TOWN CENTER DR.

SE 29TH ST.

**PROJECT
LOCATION**



ATTACHMENT "A5"



MARSHALL DR.

SE 29TH ST.

**PROJECT
LOCATION**

ATTACHMENT "B"



2021 Professional Hourly Rates

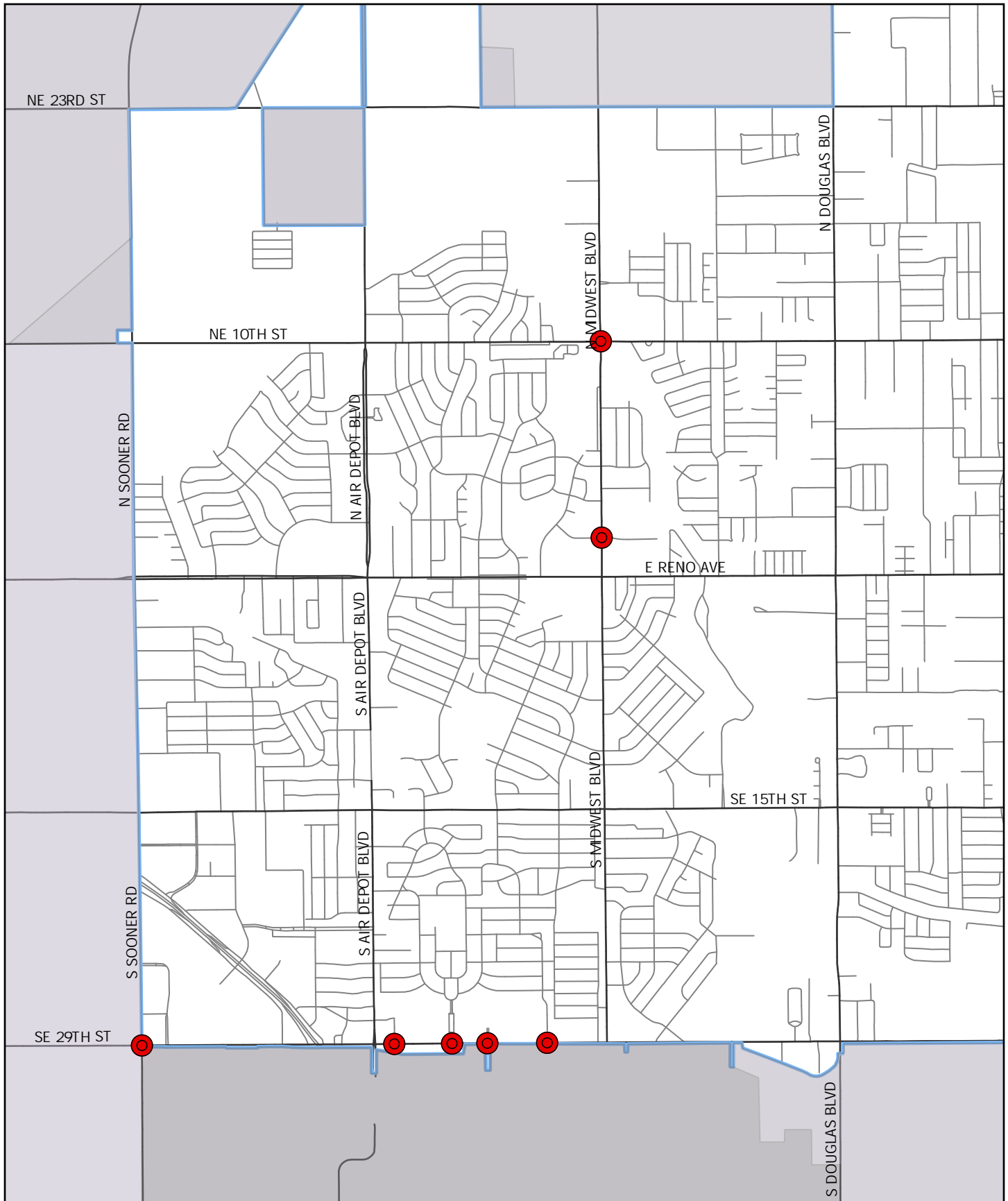
Professional Services:

Principal	\$248.00
Associate	\$213.00
Client Manager	\$194.00
Team Lead	\$182.00
Project Manager	\$176.00
Project Engineer III	\$166.00
Project Engineer II	\$157.00
Project Engineer I	\$146.00
Engineer Level II	\$135.00
Engineer Level I	\$124.00
Engineering Technician II	\$117.00
Engineering Technician I	\$107.00
CAD Technician	\$95.00
GIS Technician I	\$74.00
Survey Technician I	\$74.00
Survey Technician II	\$88.00
Survey Manager	\$150.00
Survey Crew - One-Man	\$131.00
Survey Crew - Two-Man	\$205.00
Survey Crew - Scanner	\$283.00
Construction Services Administrator	\$141.00
Resident Project Representative II	\$112.00
Resident Project Representative I	\$104.00
Administrative	\$107.00
Clerical	\$76.00
Intern	\$51.00

Expenses:

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

The rates and expenses described may be revised annually



DISCLAIMER

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

1 in = 3,000 ft
when printed actual size
on 8-1/2"x11" paper



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : September 28th, 2021

SUBJECT : Discussion and consideration for entering into and approving, including any possible amendment for Professional Services with H.W. Lochner, Inc., in the amount of \$269,397 to provide survey and design services for a future federal project on S.E. 29th Street; replacing the existing Bridge over Crutcho Creek and rehabilitating the existing box structure over Kuhlman Creek.

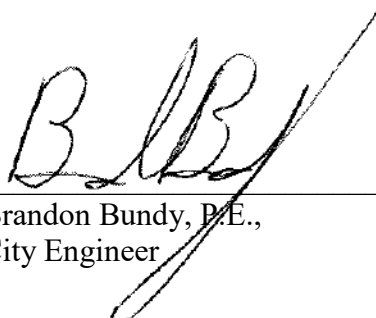
The City has negotiated with H.W. Lochner, Inc. to provide survey and design services for a future federal project on S.E. 29th Street; replacing the existing Bridge over Crutcho Creek and rehabilitating the existing box structure over Kuhlman Creek.

Previously, the City had H.W. Lochner supply a feasibility report for this same project scope which the firm completed to staffs' satisfaction.

This contract will be funded in the existing budget through project #692202 (Funds in 157 and 269).

I am available for any additional questions.

Staff recommends approval.



Brandon Bundy, P.E.,
City Engineer

Attachment

CONSULTANT AGREEMENT (the “Agreement”)

Client: City of Midwest City
Consultant: H.W. Lochner, Inc. (“Lochner”)
Date: September 7, 2021
Project: SE 29th Street Bridges: Crutchko (NBI 10001) & Kuhlman (NBI 13136) Creeks

Lochner and the Client (collectively, the “Parties” and individually, a “Party”) agree as follows:

1. **Agreement.** This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services on the Project.

2. **Lochner.** Lochner shall be the general administrator for the services listed in the Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Owner shall be through the Client unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Oklahoma.

3. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client.

4. **Lochner’s Scope of Services.** Lochner shall perform the services set forth on Attachment A hereto (the “Scope of Services”). The standard of care applicable to Lochner’s Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project (the “Standard of Care”). In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

Lochner shall strive to cooperate with and to coordinate its Scope of Services with the activities of all other parties to the Project, including other consultants retained by the Client or the Owner.

5. **Lochner’s Additional Services.** If the Client requests Lochner to perform Services that Lochner believes to be in addition to the Scope of Services (“Additional Services”), and for which Lochner believes it is entitled to additional time or additional compensation, Lochner shall submit a Claim in accordance with Section 15 hereof.

1. The terms of this Contract may be modified by written amendment if the Client determines that there is a significant change in 1) the scope, complexity, or character of work related to this Contract, or 2) the schedule for performing the work, or 3) the compensation due the Consultant.

2. In the event the Client requests, in writing, revisions in the character or scope of the work or modifications to work completed under this Contract, a Supplemental Agreement to this Contract shall be negotiated and approved in writing prior to the Consultant performing the changed work.

3. If the Client finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of work or character of work under this Contract, the Consultant will make such revisions if requested and as directed by the Client. Such changes will be authorized under an approved Supplemental Agreement to this Contract.

4. Charges for extra work performed or materials furnished will not be invoiced or included in a claim by the Consultant until execution of the Supplemental Agreement to this Contract encompassing such extra work or services.

5. Changes or modifications will not be binding unless and until approved and executed in writing by the Consultant and Client in accordance with this Section.

6. **Compensation for Lochner's Scope of Services.** Subject to paragraph 8, the Client shall compensate Lochner for Lochner's Scope of Services presented in **Attachment A**.

7. **Payment for Lochner's Additional Services.** Subject to paragraph 8, the Client shall compensate Lochner for Additional Services as follows: In accordance with a negotiated fee mutually agreeable to Lochner and the Client.

8. **General Payment Provisions.** For Lochner's Scope of Services and Lochner's Additional Services, Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than 30 days following submittal of invoice to the Client.

9. **Correction of Lochner's Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Paragraph 4 of this Agreement at Lochner's own expense.

10. **Termination.** Lochner may terminate this Agreement upon written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance.** Lochner agrees to purchase and maintain the following policies of insurance under the terms and conditions set forth below:

1 The Consultant shall furnish to the Client certificates of insurance showing that the Consultant is carrying insurance in the specified amounts. Said certificates shall further provide that the insurer will not cancel said insurance without the insurer first giving the Client ten (10) days written notice of cancellation. The Consultant's certificate of insurance evidencing all required coverage shall be furnished to the Client with the Consultant's execution of this Contract.

2. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of \$2.0mm. . This policy shall be maintained in effect for a period of 5 years after completion of all Lochner's Scope of Services hereunder.

3. Commercial General Liability ("CGL") Insurance in the amount of \$1.0mm per occurrence, \$1.0mm aggregate limit, and \$1.0mm products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of 5 years after completion of work) and broad form contractual liability.

4. Comprehensive Automobile Liability ("Auto") Insurance in the amount of \$1.0mm per occurrence, and \$1.0mm aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

5. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0mm and Employer's Liability Insurance of at least \$1.0mm.

6. Umbrella Excess Liability Insurance in the minimum amount of \$3.0mm each occurrence, and \$3.0mm aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

7. Lochner must include coverage for its subcontractors in its policies or obtain from its subcontractors equivalent insurance as required of Lochner hereunder. The provisions of Paragraph 11 of this Agreement shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies must be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. **INDEMNIFICATION BY LOCHNER.** Lochner agrees to indemnify the Client and its officers, directors, members, managers, and employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, sub-subcontractors, or agents of any tier or their respective employees provided,

however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, sub-subcontractors, materialmen, or agents or any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12. Section 12 shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. **Waiver of Immunity.** In claims against any person or entity indemnified under Section 15 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 15 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. **Ownership of Documents.** If the Agreement requires that any of the Client's documents, drawings, plans, specifications or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. **Claims.** Lochner shall make any claim for additional time or additional money or otherwise, regardless of the reason therefor (the "Claim") within ten days of Lochner's knowledge of the circumstances giving rise to the Claim. Lochner shall continue diligent, timely and proper performance of its Services despite any pending Claim, and the fact that a Claim is pending shall not be grounds for Lochner to suspend or cease performance of its Services.

Claims arising under this Agreement shall be decided in the state or federal courts located in Oklahoma.

16. **Confidentiality.** Lochner acknowledges, that as part of the Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. **Quality Control/Quality Assurance.** Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. **Effective Date / Contract Period.** This Contract becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. This Contract may also be extended beyond the requirements of the work by means of a Supplemental Contract mutually agreeable to by all parties.

19. **Miscellaneous Provisions.**

1. **Assignment.** Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. **Integration.** This Agreement represents the entire and integrated Agreement between Lochner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

3. **Third Parties.** There are no third party beneficiaries to this Agreement other than as expressly indicated in Paragraph 11 (Insurance) and Paragraph 12 (Indemnity).

4. **Mutually Negotiated.** The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

5. **Survival.** Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Scope of Services hereunder.

6. **Limitation of Liability.** Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in paragraph 6.

7. **Mutual Waiver of Consequential Damages.** In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating Sub consultant's services under this Agreement.

8. **Notices.** Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Troy Travis
Vice President, Office Manager
H. W. Lochner, Inc.
701 Cedar Lake Blvd. Suite 230
Oklahoma City, OK 73114

H.W. LOCHNER, INC.

By: 

Title: Vice President

Date: 09/07/2021

Notice to City of Midwest City:

Brandon Bundy
Community Development City Engineer
City of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

APPROVED by the Council and SIGNED by the Mayor of The City of Midwest City this _____ day of _____, 202__.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

ATTACHMENT A

**CITY OF MIDWEST CITY
H.W. LOCHNER, INC.
SE 29TH STREET BRIDGES
CRUTCHO (NBI 10001) AND KUHLMAN (NBI 13136) CREEKS
August 25, 2021**

Project Scope

The project intent is to replace the structurally deficient bridge over Crutcho Creek and rehabilitate the RCB for Kuhlman Creek along SE 29th street. Other work will be in accordance with the *Preliminary Engineering Study* dated March 2021.

1. BRIDGE DESIGN

Bridge Design Plans

The bridge over Crutcho Creek will be replaced and consist of four lanes with an anticipated span arrangement of 55'-55'-55' spans utilizing rolled steel beams and is to be constructed in phases under traffic. The RCB carrying Kuhlman Creek will be rehabilitated.

- Bridge A; Bridge Replacement (NBI 10001)
 - Existing 35'-40'-35' Concrete Girder Spans
 - Proposed 3-55' Rolled Steel Beam

The anticipated plan sheets for the Bridge is:

1. General Notes & Pay Quantities
2. General Plan & Elevation
3. Foundation Report
4. Bridge Construction Sequence
5. Substructure Staking Diagram
6. Abutment Details
7. Substructure Excavation and Pipe Underdrain Details
8. Pier Details
9. Superstructure Details
10. Approach Slab Details

- Bridge B; RCB Rehabilitation (NBI 13136)
 - Existing RCB 2'-12'x12'x280'

The anticipated plan sheets for the RCB is:

1. General Notes & Pay Quantities
2. General Plan & Elevation
3. Barrel Rehabilitation Details
4. End Section Details

All design will be prepared in U.S. customary units and in accordance with the Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction, 2019.

Structural design of any new bridge components will be prepared in accordance with "AASHTO LRFD Bridge Design Specifications", 9th Edition and "ANSI / AASHTO / AWS D1.5 Bridge Welding Code".

2. ROADWAY DESIGN

A pedestrian trail will connect the existing south side trail to the north side under the Crutcho Creek Bridge and the trail improvements will be included in the construction documents. Roadway transition designs will be prepared in accordance with current City of Midwest City design standards, ODOT design standards, AASHTO "A Policy on Geometric Design of Highways and Streets", 7th Edition, and AASHTO Roadside Design Guide, 4th Edition.

Design for all permanent or temporary traffic control will be prepared in accordance with current ODOT and AASHTO Manual on Uniform Traffic Control Devices design standards.

Deliverables will include construction bid documents. Deliverables will be in PDF format and electronic which will include any DWG and picture files. Ownership will be with the City.

3. UTILITY COORDINATION

The consulting engineer will show all existing utility information provided by the survey on the roadway and bridge plans. The consulting engineer will give an appropriate amount of effort to produce a final design minimizing impacts to the utilities. Utility relocation plans will be the responsibility of the City. The consulting engineer will notify all known utility companies with facilities affected by the proposed project and coordinate necessary utility and facility relocations or modifications.

4. GEOTECHNICAL

Refer to attached exhibit from Red Rock Consulting.

5. SURVEY

Refer to attached exhibit from Frontier Land Surveying.

6. ENVIRONMENTAL

The environmental review will consist of a comprehensive study, conducted by an experienced multi-disciplinary team, designed to identify, assess, and evaluate potential

environmental impacts associated with the proposed project. The process will begin by mailing notices to federal, state, local agencies, and Native American tribes, stakeholders, and affected parties to solicit input and initiate public involvement. After the accepted response period, field studies will begin to identify potential impacts on the human (e.g., haz-waste, cultural, etc.) and natural (e.g., biological, water resources, etc.) environments. The field studies will specifically address the cultural and historic aspects of Section 106 of the National Historic Preservation Act (NHPA). After the field studies are complete and the associated reports generated, CC Environmental will work with or on behalf of Midwest City (or ODOT) to consult with appropriate state and federal regulatory entities. This includes, but is not limited to, the US Fish & Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), and any affected Native American Tribes. After completing the studies and allowing for regulatory input, a “draft” environmental document will be generated and submitted to Midwest City for review. Once reviewed by Midwest City, the environmental document will be submitted to the federal sponsor for review and ultimate approval.

Please note, the lump sum amount does not include other public involvement or stakeholder meetings. Arrangements can be made to host and present the environmental document and findings at a meeting, but this would be done for a separate itemized fee.

7. ADDITIONAL ITEMS

Right-Of-Way

Right-of-way plans, title/abstract certifications and right-of-way acquisition will be the responsibility of the City of Midwest City. The consulting engineer will provide roadway plans with required right-of-way shown with stations and offset distances in addition to exhibits with legal descriptions. An appropriate amount of effort will be made to minimize right-of-way impacts.

Bidding / Construction

The consulting engineer will be available to answer questions and assist City staff during the bidding and construction phases. This scope of services does not include Construction Management or Inspection.

Services Not Included in Scope of Work

- Construction or right-of-way staking
- Utility relocation plans
- Traffic studies
- Public and Stakeholder meetings

Meetings

Additional meetings included in the Scope of Services:

- Attend two (2) in-person preliminary review meetings with the City of Midwest City dependent upon protocol issues
-

Deliverables

Deliverables will include construction bid documents. Deliverables will be in PDF format and electronic which will include any DWG and picture files. Ownership will be with the City.

Compensation

Compensation for the project shall be as outlined in the contract. Invoicing and payments shall be in accordance with progressive completion payments as outlined in the contract.

The format for the compensation shall be:

Bridge 'A'.....	Lump Sum
Bridge 'B'.....	Lump Sum
Bridge Hydraulics.....	Lump Sum
Roadway.....	Lump Sum
Bridge Geotechnical.....	Unit Rate
In-Place Soil Survey.....	Unit Rate
Pavement Design.....	Hourly Not to Exceed
Boundary Research.....	Lump Sum
Land and Title Research.....	Lump Sum
Easement / ROW Exhibit Survey Services.....	Unit Rate
Environmental.....	Lump Sum
Utility Coordination.....	Lump Sum
As-Built Drawing Services.....	Lump Sum

The proposed fee schedule for these services is as follows:

Bridge 'A'.....	\$119,200.00
Bridge B'.....	\$15,400.00
Bridge Hydraulics.....	\$16,538.00
Roadway.....	\$40,200.00
Bridge Geotechnical.....	\$26,066.00
In-Place Soil Survey.....	\$3,457.50
Pavement Design.....	\$2,385.00
Boundary Research.....	\$8,700.00
Land and Title Research.....	\$850.00
Easement / ROW Exhibit Survey Services.....	\$5,600.00
Environmental.....	\$25,000.00
Utility Coordination.....	\$2,500.00
As-Built Drawing Services.....	\$3,500.00
Total Fee.....	\$269,397.00

Project Schedule

It is the intent of this Contract that the consulting engineer shall complete the plans in accordance with the following schedule items:

Notice To Proceed.....October 2021
Submit Plans for 30% Preliminary Plan Field Review Meeting.....April 2022
Submit Plans for 60% Right-of-Way / Utility Meeting.....September 2022
Submit Construction Plans for R/W.....November 2022
Submit Plans for Final Plan Field Review Meeting.....June 2023
Submit Plans for PS&E Package.....September 2023

Authorized by

 Troy Travis / 8/25/2021

Troy Travis / Date
Office Manager/Vice-President
Lochner

Authorized by

_____/1

Mayor Matt Dukes / Date
City of Midwest City



Fee Estimate – SE 29th over Crutcho Creek – City of Midwest City
Hydraulic and Hydrologic Engineering – Bridge

Bridge ‘A’ –Crutcho Creek

Work will involve the hydraulic design of a replacement of the existing bridge structure, presumably with a new multi-span bridge structure. The replacement structure will be constructed on or near the existing alignment. It has been assumed that construction will be phased to avoid the need for a detour structure. The structure is within a FEMA special flood hazard area; therefore, additional modeling is required to confirm compliance with the local floodplain ordinance.

Task	Hours by Function			TOTAL	Subtotal
	Principal Engr \$123.00	Senior Engr. \$81.00	Secretary \$25.00		
Hydrology	1	8		9	\$771.00
Existing Modeling	1	10		11	\$933.00
Natural Modeling	1	3		4	\$366.00
Site Inspection		8		8	\$648.00
Hydraulic Design	4	32		36	\$3,084.00
FIS Duplicate Effective Model	2	10		12	\$1,056.00
FIS Corrected Effective Model	4	16		20	\$1,788.00
FIS Proposed Model	4	24		28	\$2,436.00
Preliminary Report	4	8	4	16	\$1,240.00
Hydraulic Conference	1	1		2	\$204.00
Plan-In-Hand	8			8	\$984.00
Final Modeling	4	16		20	\$1,788.00
Final Report	4	8	4	16	\$1,240.00
TOTAL	38	144	8	190	\$16,538.00

Sincerely,

Marc R. Utley, P.E., CFM / President

Approved,

TASK DESCRIPTIONS:

1. Hydrology – Calculate the channel flow (discharge) for the 2-year, 5-year, 10-year, 25-year, 50-year, 100-year and 500-year statistical rainfall events.
2. Existing Conditions Modeling – Prepare a hydraulic model of the existing bridges and roadway embankment based on site survey data.
3. Natural (No-Bridge) Modeling – Prepare a hydraulic model of the natural terrain at the site. This model is based on engineering judgment to estimate the terrain in the area before any roadway was present
4. Site Inspection – Site visit to finalize hydraulic modeling parameters
5. Hydraulic Design – Prepare a series of hydraulic models to determine the best hydraulic design (location, length, span arrangement) and number of bridge structures.
6. FIS Duplicate Effective – Prepare a hydraulic model base on the current effective FIS data
7. FIS Corrected Effective – Prepare a hydraulic model that updates the corrected effective FIS data based on new survey and updated modeling.
8. FIS Proposed – Prepare a hydraulic model of the proposed structure created from the corrected effective modeling to determine the effects of the structure on the regulatory floodplain
9. Preliminary Hydraulic Report – Prepare preliminary report of proposed hydraulic design for ODOT staff review prior to Hydraulic Conference
10. Hydraulic Conference – Meet with City staff to discuss and gain approval for hydraulic design
11. Plan-in-Hand Conference - Meet with Prime Consultant and City staff on-site.
12. Final Modeling – Update proposed modeling to include comments / changes from the hydraulic conference and the preliminary field review
13. Final Hydraulic Report - Prepare final hydraulic report based on comments from Hydraulic and Plan-in-Hand Conferences. Final report will include OWRB or City Floodplain Development Permit application where applicable.



Scope of Work
08/09/2021

Project: S.E. 29th Street Bridge Over Crutcho and Kuhlman Creeks – Lochner
Location: Midwest City, Oklahoma

BRIDGE

Red Rock Consulting, LLC will perform the geotechnical investigation for the proposed replacement of a triple span bridge on the existing alignment along S.E. 29th Street over Crutcho and Kuhlman Creeks in Midwest City, Oklahoma. The geotechnical investigation will be performed in general accordance with the Oklahoma Department of Transportation (ODOT) Specifications for the Geotechnical Investigation of Bridges and Related Structures.

For the replacement of the triple span bridge, 4 bridge borings and 1 constructability boring will be drilled under the full-time supervision of an engineer or geologist. One boring will be drilled at each of the abutment and pier locations on alternating sides of the bridge, if possible. Based on the existing bridge plans provided, the bedrock is anticipated to be encountered at a depth of approximately 50 feet below existing grade. Therefore, the borings are estimated to be drilled to a depth of 80 feet.

Overburden testing will be conducted in 3 of the 4 bridge borings. Cohesive material (clay) will be tested using a Texas Cone Penetrometer (TCP) at 5-foot intervals to the top of bedrock. Overburden samples will be obtained in 3 of the borings with a split spoon using standard penetration testing (SPT) following each TCP test or at 5-foot intervals, if cohesionless. The overburden in each boring is assumed to be clay for this scope. The remaining bridge boring will be a non-sample hole with an SPT test at the top of rock only. In the "constructability" boring, an SPT will be taken at the top of bedrock only.

Following SPT refusal in the borings, bedrock will be tested using the TCP at 5-foot intervals for a depth of 30 feet into rock. For the constructability boring, the rock will be cored in 5-foot sections for a depth of 30 feet. Pictures of the rock cores will be taken on site.

In the laboratory, testing will include water content, Atterberg limits, and full sieve analysis, which will be performed to ODOT specifications on all recovered samples of the overburden material. Soil samples will be classified in accordance with the Unified (USCS) Soil Classification System. Unconfined compressive testing will be conducted at an interval not exceeding 5 feet starting at the top of rock. If interbedded rock layers are encountered, rock core samples obtained from each layer will be tested for unconfined compressive strength.

Dozer and traffic control services are anticipated for this project.

RED ROCK CONSULTING

Scope of Work 08/09/2021

S.E. 29th Street Bridge Over Crutcho and Kuhlman Creeks	Estimated Total Quantity	Unit Rate	Unit	Estimated Total Fee	B-1	B-2	B-3	B-4	B-5
Mobilization of Drill Rig	60	\$7.00	per mile	\$420.00					
Soil Drilling	250	\$21.00	per foot	\$5,250.00	50	50	50	50	50
Rock Drilling	120	\$31.00	per foot	\$3,720.00	30	30	0	30	30
Soft Rock Coring	30	\$63.25	per foot	\$1,897.50	0	0	30	0	0
Standard Penetration Testing	35	\$26.75	per test	\$936.25	11	11	1	1	11
Texas Cone Penetrometer (Soil)	33	\$35.50	per test	\$1,171.50	11	11	0	0	11
Texas Cone Penetrometer (Rock)	28	\$35.50	per test	\$994.00	7	7	0	7	7
Hole Abandonment	70	\$6.80	per foot	\$476.00	14	14	14	14	14
Soil Class (Grad. & PI)	35	\$115.00	per test	\$4,025.00	11	11	1	1	11
Moisture Content	35	\$7.75	per test	\$271.25	11	11	1	1	11
Unconfined Compressive Test - Rock	6	\$68.50	per test	\$411.00	0	0	6	0	0
Site Access Mileage	60	\$1.60	per mile	\$96.00					
Site Access On-Site	2	\$102.00	per hour	\$204.00					
Dozer Working Time	6	\$180.25	per hour	\$1,081.50					
Traffic Control	10	\$225.00	per hour	\$2,250.00					
Report Preparation	24	\$119.25	per hour	\$2,862.00					
BRIDGE TOTAL				\$26,066.00					



Scope of Work
08/09/2021

Project: S.E. 29th Street Bridge Over Crutcho and Kuhlman Creeks – Lochner
Location: Midwest City, Oklahoma

IN PLACE SOILS SURVEY

Red Rock Consulting, LLC will perform the geotechnical investigation for the full depth reconstruction of the existing pavement of S.E. 29th Street associated with the construction of the three-span bridge along S.E. 29th Street over Crutcho and Kuhlman Creeks, in Midwest City, Oklahoma. The pavement reconstruction will consist of the bridge pavement extending approximately 200 feet from each end of the bridge. The investigation will be performed in general accordance with the Oklahoma Department of Transportation (ODOT) Specifications for Roadway Design's In-Place Soils Survey.

For this project, 2 borings will be drilled with one beyond each end of the bridge. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes, as per ODOT Specifications.

In the laboratory, testing will include water content, Atterberg limits, full sieve analysis and soluble sulfates, which will be performed on all recovered samples. All laboratory testing will be performed to ODOT specifications. Soil samples will be classified in accordance with the AASHTO and Unified Soil Classification Systems. In addition, 1 Standard Proctor and 2 Resilient Modulus tests will be performed on 1 composite bulk sample.

Traffic control services are anticipated for this project

S.E. 29th Street Bridge Over Crutcho and Kuhlman Creeks	Estimated Total Quantity	Unit Rate	Unit	Estimated Total Fee
Rig Mobilization*	0	\$7.00	per mile	\$0.00
In-Place Sampling	6	\$28.50	per foot	\$171.00
Soil Class (Grad. & PI)	5	\$115.00	per test	\$575.00
Moisture Content	4	\$7.75	per test	\$31.00
Soluble Sulfates	4	\$44.00	per test	\$176.00
Standard Proctor	1	\$130.50	per test	\$130.50
Resilient Modulus	2	\$485.00	per test	\$970.00
Traffic Control	2	\$225.00	per hour	\$450.00
Report Preparation	8	\$119.25	per hour	\$954.00
IN PLACE SOILS SURVEY TOTAL				\$3,457.50

*Included in the Bridge



Scope of Work
08/09/2021

Project: S.E. 29th Street Bridge Over Crutcho and Kuhlman Creeks – Lochner
Location: Midwest City, Oklahoma

PAVEMENT DESIGN

Red Rock Consulting, LLC will perform the pavement design for the full depth reconstruction of the existing pavement of S.E. 29th Street associated with the construction of the three-span bridge along S.E. 29th Street over Crutcho and Kuhlman Creeks, in Midwest City, Oklahoma.

Pavement design recommendations will be provided for the full-depth reconstruction of the S.E. 29th Street approach pavement on both sides of the bridge. The new pavement will be asphaltic concrete or Portland cement concrete. A combination of software based on the 1993 AASHTO Design Equation and AASHTO Pavement ME design methods will be used for the design. The traffic information will be provided to us to be used for determining the pavement sections.

S.E. 29th Street Bridge Over Crutcho and Kuhlman Creeks	Estimated Total Quantity	Unit Rate	Unit	Estimated Total Fee
Pavement Design	20	\$119.25	per hour	\$2,385.00
			TOTAL	\$2,385.00

08/24/2021



Survey Proposal
For
Lochner

City of Midwest City
SE 29th from 500' west of Crutch Creek to 500' east of
Kuhlman Creek
Right-of-Way Survey Proposal

For:
Evan Ludwig, P.E.
Project Manager
LOCHNER
13439 Broadway Ext, Suite 101
Oklahoma City, Oklahoma 73114

Pursuant to your request, Frontier Land Surveying is pleased to present our proposal for SE 29th Street in Midwest City, Oklahoma. This proposal describes our understanding of the scope of work and services your project requires. This proposal is valid for 90 days.

LIMITS OF SURVEY

See limits of survey on attached image along SE 29th from Tinker Diagonal to Sooner Road.

BOUNDARY RESEARCH SERVICES - *Title work to be researched on-line or provided by others*

- Frontier will perform the research and reconnaissance of field and documented evidence to retrace and plot the exterior property lines for approximately 14 tracts of land in the AOI, legal descriptions provided and retracable easements.

DELIVERABLES

- Following is a list of deliverables for the design boundary services:
 - DGN Design File including:
 - Control
 - Depiction of parcel lines from boundary research (14 PARCELS)
 - Depiction of SE 29th Right-of-way

BOUNDARY RESEARCH (LUMP SUM)	\$8,700
LAND AND TITLE RESEARCH (LUMP SUM)	<u>\$ 850</u>
	\$9,550

EASEMENT/ROW EXHIBIT SURVEY SERVICES (as needed)

- CAD/office production exhibits for proposed right of way to be determined
- PLS review of exhibits
- Deliverables
 - Exhibits/legal descriptions for easements across private ownerships following Oklahoma County Standards

EASEMENT/ROW EXHIBITS POTENTIALLY 14 (\$400 PER EXHIBIT)	\$5,600
--	---------

ITEMS NOT INCLUDED IN THIS SCOPE OF SERVICES, BUT AVAILABLE UPON REQUEST

- Topographic survey
- Platting or Monumenting individual parcels
- FEMA flood plain determination
- Land-ties
- Right-of-way Staking
- Construction staking services
- PLSS corner research

NOTES

- Project Schedule
 - Following "Notice to Proceed", it is expected that Frontier can begin work on the project or will communicate a reasonable schedule of work
- Changes in scope


If there should be a change in project scope, limits, or additional phases that leads to additional work or additional services requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work.
- If at any point the request of services is terminated, after an executed "Notice to Proceed" by the client, Frontier shall be compensated for services rendered up to that point.
- This survey will be placed on the NGS Oklahoma State Plane Coordinate System, Lambert Projection, North Zone – unless otherwise directed by client.

INDEMNITY

Frontier Land Surveying, LLC and Lochner each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Frontier and Lochner, they shall be borne by each party in proportion to its negligence. The Amount of the liability shall not exceed the total compensation received by Frontier under this Agreement.

Thank you for your consideration of this proposal for services. If this proposal meets with your approval, please indicate your approval by signing below. Email to joe@fls-survey.com. If you have any questions or need additional information, please call me at 405.285.0433.

Submitted for approval by:



Joseph H. Farmer, Vice President

Date: August 24, 2021

Accepted by:

Print: _____

Date: _____

Title: _____

Address: _____

Phone: _____

Survey Limits



SE 29TH. STREET BRIDGES

Cost Proposal Summary

CITY OF MIDWEST CITY

H.W. Lochner, 701 Cedar Lake Boulevard, Suite 230 Oklahoma City, OK 73114

DESCRIPTION	NEGOTIATED FEE	
Bridge		
Bridge 'A'	119,200.00	Lump Sum
Bridge 'B'	15,400.00	Lump Sum
Bridge Hydraulics - Utley	16,538.00	Lump Sum
Roadway		
Roadway	40,200.00	Lump Sum
Geotechnical		
Bridge - Red Rock Consulting	26,066.00	Unit Rate
In-Place Soil Survey - Red Rock Consulting	3,457.50	Unit Rate
Pavement Design - Red Rock Consulting	2,385.00	Hourly Not to Exceed
Survey		
Boundary Research - Frontier Land Surveying	8,700.00	Lump Sum
Land and Title Research - Frontier Land Surveying	850.00	Lump Sum
Easement/ROW Exhibit Survey Services - Frontier Land Surveying	5,600.00	Unit Rate
Environmental		
Environmental - CC Environmental	25,000.00	Lump Sum
Additional Services		
Utility Coordination	2,500.00	Lump Sum
As-Built Drawing Services	3,500.00	Lump Sum
Contract Total	\$ 269,397.00	

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 1 of 4**

E.C. NO. _____ SWO NO. _____ JOB PIECE NO. _____
 COUNTY _____ CITY _____ PROJECT NO. _____
 HIGHWAY NO. _____ PROJECT DESCRIPTION _____
 BRIDGE DESIGNATION _____ BRIDGE DESCRIPTION _____
 NAME OF ORGANIZATION SUBMITTING PROPOSAL _____

DIRECT SALARY COSTS

Labor Description Labor Rate	LABOR CATEGORY						Sub-Task	Task	Activity	Cost
	1	2	3	4	5	6				
	Office Mgr.	Str. Engr II	Str. Engr I	Trans. Engr. I	EI II	Technician				
	\$ 221.57	\$ 171.54	\$ 114.36	\$ 100.06	\$ 91.48	\$ 90.05				
BRIDGE PLAN DEVELOPMENT	HOURS									
3.3 Perform Bridge Hydraulics										
3.3.1 Perform Hydraulic Analysis/Design										
3.3.2 Attend Hydraulic Conferences										
3.3.3 Produce Hydraulic Report										
3.4 Generate Bridge Finished Grade Requirements										
3.8 Prepare Preliminary Bridge Plans	1	6	14	26		28			75	\$ 7,975
3.8.1 Compute Preliminary Geometrics			8					8		
3.8.2 Perform Preliminary Structural Design			4					4		
3.8.3 Perform Comparative Cost Estimates										
3.8.4 Draft Preliminary Bridge Plans				26		28		54		
3.8.4.1 Draft Preliminary General Plan & Elevation				16		28		44		
3.8.4.2 Draft Preliminary Sequence of Construction Sheets (If Necessary)				8				8		
3.8.4.3 Draft Preliminary Details (If Necessary)				2				2		
3.8.5 Check & Review Preliminary Bridge Plans	1	6						7		
3.8.6 Prepare Cost Estimate			2					2		
3.10 Perform Site Visit	1	4				4			9	\$ 1,274
3.11 Perform Post-Preliminary Field Review Process										
3.11.3 Prepare Preliminary Plan Field Review Report										
3.11.7 Make Changes From Preliminary Plan Field Review										
3.11.7.1 Make Changes to Bridge Plans										
3.11.7.3 Revise Cost Estimate Based Upon Square Foot Costs										
3.12 Generate Bridge Sounding Requirements			2						2	\$ 229
3.12.1 Layout Boring Locations On GP&E			2					2		
3.14 Prepare Corps Permit Application										
3.16 Attend Right-of-Way & Utility Meeting	2	2				2			6	\$ 969
3.17 Perform Railroad Process										
3.17.2 Bridge Drafts and Supplies Exhibit A										

Footnote: If an item is not applicable, leave the box blank.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 2 of 4**

DIRECT SALARY COSTS

Bridge	Labor Description	LABOR CATEGORY						Sub-Task	Task	Activity	Cost
		1	2	3	4	5	6				
		Office Mgr.	Str. Engr II	Str. Engr I	Trans. Engr.	El II	Technician				
	Labor Rate	\$ 221.57	\$ 171.54	\$ 114.36	\$ 100.06	\$ 91.48	\$ 90.05				
		HOURS									
3.22 Prepare Bridge Structural Design			66	150						216	\$ 28,476
3.22.1 Perform Structural Design of Components				144					144		
3.22.1.1 Design Superstructure				40				40		Super 1 beam design / 2 deck designs Additional checks for phasing deflectio Piers 2 Designs (Phased Const.)	
3.22.1.2 Design Piers				48				48			
3.22.1.3 Design Abutment				44				44			
3.22.1.4 Design R.C. Box											
3.22.1.5 Design Retaining Walls/Sound Walls											
3.22.1.6 Design Miscellaneous Components				12				12	Retaining wall		
3.22.2 Perform Structural Design Check of Components			66	6					72		
3.22.2.1 Check Superstructure			20					20		Abutments 2 Designs (Phased Const.)	
3.22.2.2 Check Piers			24					24			
3.22.2.3 Check Abutment			22					22			
3.22.2.4 Check R. C. Box											
3.22.2.5 Check Retaining Walls/Sound Walls											
3.22.2.6 Check Miscellaneous Components				6				6			
3.23 Prepare Bridge Foundation Design			4	10						16	\$ 2,010
3.23.1 Review Bridge Geotechnical Report			2	2					4		
3.23.2 Develop & Plot Foundation Report Sheets									2		
3.23.3 Develop Foundation Design Parameters				6					6		
3.23.4 Attend Foundation Conference			2	2					4		
3.24 Prepare Bridge Final Plan Field Review Plans			2	8		20	30			60	\$ 6,561
3.24.1 Compute Final Bridge Geometry						16	24			40	
3.24.1.1 Compute Final Overall Geometry						8	12		20		
3.24.1.2 Compute Final Component Geometry						8	12		20		
3.24.2 Draft Proposed Bridge Plans						4	6			10	
3.24.2.1 Modify Proposed General Plan & Elevation							6		6		
3.24.2.2 Modify Proposed Sequence of Construction Sheets						4			4		
3.24.2.3 Draft Proposed Detail Sheets as Req. for Constructability Review											
3.24.3 Check & Review Proposed Bridge Plans			2	4						6	
3.24.4 Prepare Cost Estimate Based upon Preliminary Quantities				4						4	
3.27 Attend Final Plan Field Review			2	2			2			6	\$ 986
3.28 Perform Post-Final Field Review Process					2				12	14	\$ 1,309
3.28.1 Prepare Final Plan Field Review Report											
3.28.4 Make Changes From Final Plan Field Review					2				12	14	
3.28.4.1 Make Changes to Bridge Plans									12		
3.28.4.5 Revise Cost Estimate Based Upon Preliminary Quantities					2				2		

Footnote: If an item is not applicable, leave the box blank.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 3 of 4**

DIRECT SALARY COSTS

Bridge	Labor Description	Labor Rate	LABOR CATEGORY						Sub-Task	Task	Activity	Cost
			1	2	3	4	5	6				
			Office Mgr.	Str. Engr II	Str. Engr I	Trans. Engr.	El II	Technician				
			\$ 221.57	\$ 171.54	\$ 114.36	\$ 100.06	\$ 91.48	\$ 90.05				
			HOURS									
3.30 Prepare Bridge Final Plans			8	38	76	80	188	266			656	\$ 66,139
3.30.1 Prepare Final Bridge Detail Sheets						62	152	250		464		
3.30.1.1 Finalize General Plan & Elevation Sheet(s)	1							8	24			
3.30.1.2 Finalize Construction Phasing Sheet(s)	1						2	2	12			
3.30.1.3 Finalize Foundation Report Sheet(s)	2								2			
3.30.1.4 Prepare Staking Detail Sheets(s)	1							4	16			
3.30.1.5 Prepare Abutment Detail Sheets(s)	3						12	32	32			
3.30.1.6 Prepare Wingwall Detail Sheet(s)	1						12	20	20			
3.30.1.7 Prepare Substructure Excavation Detail Sheet(s)	1							8	8			
3.30.1.8 Prepare Pier Detail Sheet(s)	2						16	32	32			
3.30.1.9 Prepare Superstructure Detail Sheet(s)	5						16	32	32			
3.30.1.10 Prepare Beam Detail Sheet(s)	1						2	4	12			
3.30.1.11 Prepare Bearing Assembly Detail Sheet(s)	1						2	2	4			
3.30.1.12 Prepare Approach Slab Detail Sheets(s)	2							8	32			
3.30.1.13 Prepare Slope Wall Detail Sheet(s)												
3.30.1.14 Prepare Riprap Detail Sheet(s)												
3.30.1.15 Prepare Bridge Rehabilitation Detail Sheets(s)												
3.30.1.16 Prepare RCB Barrel Detail Sheet(s)												
3.30.1.17 Prepare RCB Wing/Apron Detail Sheet(s)												
3.30.1.18 Prepare Channel Modification Sheet(s)												
3.30.1.19 Prepare Retaining Walls/Sound Walls Layout Sheet(s)												
3.30.1.20 Prepare Retaining Walls/Sound Walls Detail Sheet(s)												
3.30.1.21 Prepare Miscellaneous Detail Sheet(s)									24			
3.30.2 Compute Quantities	1				16	16					24	
3.30.3 Prepare Bridge General Notes Sheet(s)						2	8	8			32	
3.30.4 Prepare Bridge Summary of Quantities Sheet(s)							8	8			18	
3.30.5 Prepare Bridge Special Provision(s)			2								16	
3.30.6 Check & Review Final Bridge Plans		8	32	60							2	
3.30.7 Prepare Final Bridge Construction Estimate			4					20			100	
											24	
5.1 Perform Plan Revisions				4				8	20			
5.1.1 Revise Plans per Review Comments				2				8	20			
5.1.2 Attend Pre-Bid Conference				2							30	
											2	
Sub-Total Direct Salary Costs			16	134	254	128	232	328			1092	\$ 119,146

Footnote: If an item is not applicable, leave the box blank.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 4 of 4**

Bridge

DIRECT SALARY COSTS	1092 hours		119,146
PAYROLL ADDITIVE (Vacation, sick leave, retirement, FICA, etc.) Input percentage of Direct Salary Costs		<input style="width: 50px; height: 20px;" type="text"/>	0
DIRECT NON-PAYROLL COSTS			
Materials & Supplies			
Reproduction			
Data Processing			
Travel Expenses			
Equipment Rental			
Outside Engr. Consultants			
Other (specify)			
Subtotal			
Subtotal - All Direct Costs			119,146
INDIRECT COSTS (Administration, rent, utilities, telephone, etc.) Input percentage of All Direct Costs		<input style="width: 50px; height: 20px;" type="text"/>	0
Subtotal - Direct & Indirect			119,146
PROFIT		<input style="width: 50px; height: 20px; background-color: #d6d8db;" type="text"/>	
TOTAL PROPOSED BRIDGE PLAN DEVELOPMENT FEE			119,146
Computed Aggregate Rate per Labor Hour		<input style="width: 50px; height: 20px;" type="text"/>	\$ 109.11 per hour
MAXIMUM BRIDGE CONSTRUCTION SERVICES FEE		<input style="width: 50px; height: 20px;" type="text"/>	
TOTAL PROPOSED BRIDGE FEE			119,146

Prepared by: _____ Date: _____

Footnote: If an item is not applicable, leave the box blank.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 1 of 4**

E.C. NO. _____ SWO NO. _____ JOB PIECE NO. _____
 COUNTY _____ CITY _____ PROJECT NO. _____
 HIGHWAY NO. _____ PROJECT DESCRIPTION _____
 BRIDGE DESIGNATION _____ BRIDGE DESCRIPTION _____
 NAME OF ORGANIZATION SUBMITTING PROPOSAL _____

DIRECT SALARY COSTS

Labor Description	LABOR CATEGORY					
	1	2	3	4	5	6
Office Mgr.						
Str. Engr II						
Str. Engr I						
Trans. Engr. I						
EI II						
Technician						
Labor Rate	\$ 221.57	\$ 171.54	\$ 114.36	\$ 100.06	\$ 91.48	\$ 90.05

BRIDGE PLAN DEVELOPMENT

Labor Description	LABOR CATEGORY						Sub-Task	Task	Activity	Cost
	1	2	3	4	5	6				
3.3 Perform Bridge Hydraulics										
3.3.1 Perform Hydraulic Analysis/Design										
3.3.2 Attend Hydraulic Conferences										
3.3.3 Produce Hydraulic Report										
3.4 Generate Bridge Finished Grade Requirements										
3.8 Prepare Preliminary Bridge Plans										
3.8.1 Compute Preliminary Geometrics										
3.8.2 Perform Preliminary Structural Design										
3.8.3 Perform Comparative Cost Estimates										
3.8.4 Draft Preliminary Bridge Plans										
3.8.4.1 Draft Preliminary General Plan & Elevation										
3.8.4.2 Draft Preliminary Sequence of Construction Sheets (If Necessary)										
3.8.4.3 Draft Preliminary Details (If Necessary)										
3.8.5 Check & Review Preliminary Bridge Plans										
3.8.6 Prepare Cost Estimate										
3.10 Perform Site Visit										
3.11 Perform Post-Preliminary Field Review Process										
3.11.3 Prepare Preliminary Plan Field Review Report										
3.11.7 Make Changes From Preliminary Plan Field Review										
3.11.7.1 Make Changes to Bridge Plans										
3.11.7.3 Revise Cost Estimate Based Upon Square Foot Costs										
3.12 Generate Bridge Sounding Requirements										
3.12.1 Layout Boring Locations On GP&E										
3.14 Prepare Corps Permit Application										
3.16 Attend Right-of-Way & Utility Meeting										
3.17 Perform Railroad Process										
3.17.2 Bridge Drafts and Supplies Exhibit A										

Footnote: If an item is not applicable, leave the box blank.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 2 of 4**

DIRECT SALARY COSTS

Bridge	Labor Description	LABOR CATEGORY						Sub-Task	Task	Activity	Cost
		1	2	3	4	5	6				
		Office Mgr.	Str. Engr II	Str. Engr I	Trans. Engr.	El II	Technician				
	Labor Rate	\$ 221.57	\$ 171.54	\$ 114.36	\$ 100.06	\$ 91.48	\$ 90.05				
		HOURS									
3.22 Prepare Bridge Structural Design			8	8					16	\$ 2,287	
3.22.1 Perform Structural Design of Components			8					8			
3.22.1.1 Design Superstructure											
3.22.1.2 Design Piers											
3.22.1.3 Design Abutment											
3.22.1.4 Design R.C. Box											
3.22.1.5 Design Retaining Walls/Sound Walls											
3.22.1.6 Design Miscellaneous Components				8				8			
3.22.2 Perform Structural Design Check of Components			8					8			
3.22.2.1 Check Superstructure											
3.22.2.2 Check Piers											
3.22.2.3 Check Abutment											
3.22.2.4 Check R. C. Box											
3.22.2.5 Check Retaining Walls/Sound Walls											
3.22.2.6 Check Miscellaneous Components			8					8			
3.23 Prepare Bridge Foundation Design											
3.23.1 Review Bridge Geotechnical Report											
3.23.2 Develop & Plot Foundation Report Sheets											
3.23.3 Develop Foundation Design Parameters											
3.23.4 Attend Foundation Conference											
3.24 Prepare Bridge Final Plan Field Review Plans											
3.24.1 Compute Final Bridge Geometry											
3.24.1.1 Compute Final Overall Geometry											
3.24.1.2 Compute Final Component Geometry											
3.24.2 Draft Proposed Bridge Plans											
3.24.2.1 Modify Proposed General Plan & Elevation											
3.24.2.2 Modify Proposed Sequence of Construction Sheets											
3.24.2.3 Draft Proposed Detail Sheets as Req. for Constructability Review											
3.24.3 Check & Review Proposed Bridge Plans											
3.24.4 Prepare Cost Estimate Based upon Preliminary Quantities											
3.27 Attend Final Plan Field Review											
3.28 Perform Post-Final Field Review Process											
3.28.1 Prepare Final Plan Field Review Report											
3.28.4 Make Changes From Final Plan Field Review											
3.28.4.1 Make Changes to Bridge Plans											
3.28.4.5 Revise Cost Estimate Based Upon Preliminary Quantities											

Footnote: If an item is not applicable, leave the box blank.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 3 of 4**

DIRECT SALARY COSTS

Bridge	Labor Description	LABOR CATEGORY						Sub-Task	Task	Activity	Cost
		1	2	3	4	5	6				
		Office Mgr.	Str. Engr II	Str. Engr I	Trans. Engr. EI II	Technician					
	Labor Rate	\$ 221.57	\$ 171.54	\$ 114.36	\$ 100.06	\$ 91.48	\$ 90.05				
		HOURS									
3.30 Prepare Bridge Final Plans				9	48	60	4			121	\$ 11,681
3.30.1 Prepare Final Bridge Detail Sheets					44	60		104			
3.30.1.1 Finalize General Plan & Elevation Sheet(s)					12	12		24			
3.30.1.2 Finalize Construction Phasing Sheet(s)											
3.30.1.3 Finalize Foundation Report Sheet(s)											
3.30.1.4 Prepare Staking Detail Sheets(s)											
3.30.1.5 Prepare Abutment Detail Sheets(s)											
3.30.1.6 Prepare Wingwall Detail Sheet(s)											
3.30.1.7 Prepare Substructure Excavation Detail Sheet(s)											
3.30.1.8 Prepare Pier Detail Sheet(s)											
3.30.1.9 Prepare Superstructure Detail Sheet(s)											
3.30.1.10 Prepare Beam Detail Sheet(s)											
3.30.1.11 Prepare Bearing Assembly Detail Sheet(s)											
3.30.1.12 Prepare Approach Slab Detail Sheets(s)											
3.30.1.13 Prepare Slope Wall Detail Sheet(s)											
3.30.1.14 Prepare Riprap Detail Sheet(s)											
3.30.1.15 Prepare Bridge Rehabilitation Detail Sheets(s)											
3.30.1.16 Prepare RCB Barrel Detail Sheet(s)					16	24		40			
3.30.1.17 Prepare RCB Wing/Apron Detail Sheet(s)					16	24		40			
3.30.1.18 Prepare Channel Modification Sheet(s)											
3.30.1.19 Prepare Retaining Walls/Sound Walls Layout Sheet(s)											
3.30.1.20 Prepare Retaining Walls/Sound Walls Detail Sheet(s)											
3.30.1.21 Prepare Miscellaneous Detail Sheet(s)											
3.30.2 Compute Quantities					4			4			
3.30.3 Prepare Bridge General Notes Sheet(s)											
3.30.4 Prepare Bridge Summary of Quantities Sheet(s)											
3.30.5 Prepare Bridge Special Provision(s)											
3.30.6 Check & Review Final Bridge Plans				8			4		12		
3.30.7 Prepare Final Bridge Construction Estimate				1					1		
5.1 Perform Plan Revisions			4			8			12	\$ 1,418	
5.1.1 Revise Plans per Review Comments			4			8		12			
5.1.2 Attend Pre-Bid Conference											
Sub-Total Direct Salary Costs			12	17	48	68	4		149	\$ 15,386	

Footnote: If an item is not applicable, leave the box blank.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
BRIDGE ENGINEERING CONTRACT FEE PROPOSAL
Sheet 4 of 4**

Bridge

DIRECT SALARY COSTS	149 hours		15,386
PAYROLL ADDITIVE (Vacation, sick leave, retirement, FICA, etc.) Input percentage of Direct Salary Costs			0
DIRECT NON-PAYROLL COSTS			
Materials & Supplies			
Reproduction			
Data Processing			
Travel Expenses			
Equipment Rental			
Outside Engr. Consultants			
Other (specify)			
Subtotal			
Subtotal - All Direct Costs			15,386
INDIRECT COSTS (Administration, rent, utilities, telephone, etc.) Input percentage of All Direct Costs			0
Subtotal - Direct & Indirect			15,386
PROFIT			
TOTAL PROPOSED BRIDGE PLAN DEVELOPMENT FEE			15,386
Computed Aggregate Rate per Labor Hour		\$ 103.26	per hour
MAXIMUM BRIDGE CONSTRUCTION SERVICES FEE			
TOTAL PROPOSED BRIDGE FEE			15,386

Prepared by: _____ Date: _____

Footnote: If an item is not applicable, leave the box blank.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
ROADWAY ENGINEERING CONTRACT COST PROPOSAL**

Proposal Date: _____

E.C. NO.	SWO NO.	JOB PIECE NO.
COUNTY : OKLAHOMA	CITY : Midwest City	PROJECT NO.
HIGHWAY NO.	ORGANIZATION SUBMITTING PROPOSAL : H.W. Lochner	
PROJECT DESCRIPTION :		

DIRECT SALARY COSTS

Labor Description	Labor Category					
	Office Manager	Transp. Engineer II	Senior Designer	Transp. Engineer I	Designer	Technician
Labor Rate	\$ 221.57	\$ 157.24	\$ 140.09	\$ 100.06	\$ 91.49	\$ 90.58

ROADWAY PLAN DEVELOPMENT

	HOURS						Sub-Task	Task	Activity	Cost
	Office Manager	Transp. Engineer II	Senior Designer	Transp. Engineer I	Designer	Technician				
3.2 Prepare Preliminary Roadway Plans	0	11	27	74	16	66			194	\$ 20,359
3.2.2 Create Title Sheet And Generate Location Map			1			6		7		
3.2.5 Draft Typical Section		1	2	6		12		21		
3.2.6 Develop Plan & Profile Sheets		4	16	34	4	28		86		
3.2.6.2 Prepare Survey Files For Design			2		4	4	10			
3.2.6.3 Generate Horizontal Alignment		1	2	2			5			
3.2.6.5 Generate Existing Ground				4			4			
3.2.6.6 Generate Profile		2	4	12			18			
3.2.6.7 Generate P&P Sheets		1	4	8			12	25		
3.2.6.8 Draft P&P Sheets			4	8			12	24		
3.2.7 Design Drainage Structures		2	6	4		8		20		
3.2.7.1 Analyze Existing Drainage System		1	6				7			
3.2.7.2 Determine Size of Cross-Drain Structures										
3.2.7.3 Generate Drainage Map		1		4		8	13			
3.2.8 Develop Finished Grade Line		4	2	18		12		36		
3.2.8.1 Design Vertical Alignment			2	6			8			
3.2.8.2 Develop Templates		2		8			10			
3.2.8.3 Develop Preliminary Cross Sections		2		4			6			
3.2.8.5 Develop Preliminary End Areas And Volumes						12	12			
3.5.3 Design Superelavation										
3.7.1 Develop Preliminary Construction Sequence				12		12		24		

3.2 Establish Right-of-Way Requirements	0	1	7	8	0	4			20	\$ 2,301
3.15.1 Finalize Horizontal and Vertical Alignments		1	2	3		4		10		
3.15.6 Develop R/W Submission Plans			5	5				10		
3.15.6.4 Design Driveways			2	2			4			
3.15.6.5 Design Side Drains			3	3			6			
3.15.6.6 Finalize Roadway Drainage Structure Design										
3.15.6.7 Design Special Drainage Structures										
3.18.2 Prepare Comparative Estimates for Pavement Design										

3.20 Prepare Roadway Final Cross Sections	0	0	3	6	12	0			21	\$ 2,119
3.15.4 Develop Cross Sections			3	6	12			21		
3.15.4.1 Generate Cross Sections			2	4			6			
3.15.4.2 Drain Cross Sections										
3.15.4.4 Drafting On Cross Sections			1	2	12		15			
3.21.2 Perform Earthwork Calculations										
3.21.2.1 Calculate End Areas And Volumes										
3.21.2.2 Generate Mass Diagram										
3.21.2.3 Draft End Areas And Volumes On Cross Sections										

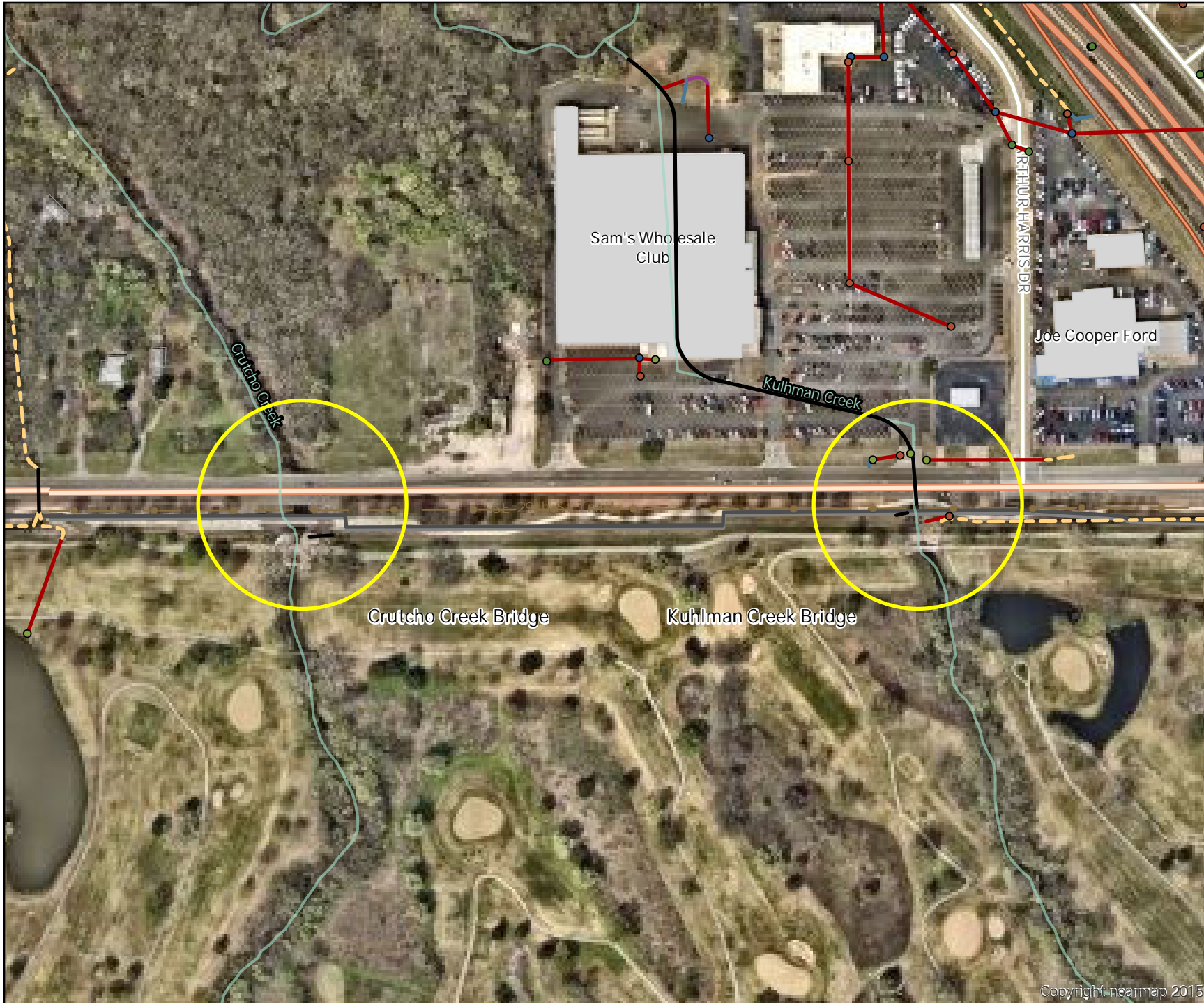
**OKLAHOMA DEPARTMENT OF TRANSPORTATION
ROADWAY ENGINEERING CONTRACT COST PROPOSAL**

DIRECT SALARY COSTS

Labor Description	Labor Category									
	Office Manager	Trans. Engineer II	Trans. Engineer I	Sr. Designer	Designer	Technician				
Labor Rate	\$ 221.57	\$ 157.24	\$ 140.09	\$ 100.06	\$ 91.49	\$ 90.58				
3.25 Prepare Traffic Final Plans	0	7	23	0	0	26			56	\$ 6,678
3.25.1 Develop Final Construction Traffic Control Plans		4	16			20		40		
3.25.2 Develop Final Signing & Striping Plans		1	3			6		10		
3.25.3 Develop Final Signal Plans										
3.25.4 Develop Final Lighting Plans										
3.31.1 Summarize Traffic Plans		2	4					6		
3.29 Prepare Roadway Final Plans	0	15	6	32	0	12			65	\$ 7,488
3.20.1 Develop Final Sequence Of Construction Sheets										
3.21.1 Generate Removal Sheets And Details										
3.29.2 Calculate Quantities		2		4				6		
3.29.3 Generate Site Specific Erosion Control Plans		2		4				6		
3.29.4 Generate Storm Water Pollution Prevention Plan Sheet		1	2					3		
3.29.5 Generate Detail Sheets			4			12		16		
3.29.5.1 Design And Generate Joint Layout Sheets										
3.29.5.2 Design And Generate Drainage Structure Details										
3.29.5.3 Generate Miscellaneous Detail Sheets			4			12		16		
3.29.5.4 Generate Survey Data Sheets										
3.29.6 Generate Summary Sheets		2		8				10		
3.29.7 Assemble Pay Items And Notes		8		16				24		
I. Estimates / Reporting	0	2	2	0	0	0			4	\$ 595
3.11 Prepare Preliminary Plan Field Review Report & Cost Estimate										
3.28 Prepare Final Plan Field Review Report & Cost Estimate										
3.30 Prepare Final Cost Estimate Using Current ODOT Est. Software		2	2					4		
S-1 Prepare Special Provisions										
S-2 Drainage Studies and Reports										
▲ S-3 Modify Activity Description as Directed by ODOT										
▲ S-4 Modify Activity Description as Directed by ODOT										
S-5 Estimated Effort to Administer Subconsultants.										
II. Meetings	0	4	0	0	0	0			4	\$ 629
S-3 Confirmation of Scope & Fee Proposal		2						2		
S-4 Additional Meetings Outside Normal Project Requirements										
3.10 Preliminary Plan Field Review										
3.16 Right-of-Way & Utility Review										
3.27 Final Plan Field Review		2						2		
5.1 Pre-Bid										
Roadway Plan Development Totals		40	68	120	28	108			364	\$ 40,167
									\$ 110.35	per hour

Computed Aggregate Rate per labor hour

▲ Revised - 10/03/2016 These activities are to be used only if directed by ODOT. If directed the consultant shall provide an appropriate description of the activity.
Footnote: If an item is not applicable, leave it blank.



1 in = 250 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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

LOCHNER

SE 29TH STREET PRELIMINARY ENGINEERING STUDY

Bridges over Crutcho and Kuhlman Creeks

March 2021



Prepared for:



Engineer's Certification

I hereby certify that this Preliminary Engineering Study for SE 29th Street over Crutcho and Kuhlman Creeks was prepared by H.W. Lochner, Inc under my direct supervision for the City of Midwest City.

Evan Read Ludwig 3-2-2021

Evan Ludwig



CA # 6131

Exp. 6/30/21

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EXECUTIVE SUMMARY

This contract is to determine the feasibility for rehabilitating or replacing the SE 29th Street bridges over Crutcho and Kuhlman Creeks. Each structure is structurally deficient for separate reasons. The Crutcho Creek bridge is in poor condition due to delaminations, spalls and section loss in the deck and concrete girders. The joints in the bridge deck are leaking which has caused damaged to the concrete girders, bearings and substructure. Kuhlman Creek is structurally deficient due to scour that has developed at the inlet. The scour is beginning to undermine the RCB. Each structure has been assessed and it is recommended to replace the Crutcho Creek bridge and rehabilitate the Kuhlman Creek bridge.

The Crutcho Creek bridge should be replaced due to its advanced deterioration with an appropriately sized hydraulic structure and adequate freeboard. Preliminary investigation reveals that increasing the size of the replacement structure did not accommodate additional flow from Crutcho Creek due to the shape of the existing channel. The preliminary replacement structure size is estimated as 3 - 55' spans utilizing rolled beams to reduce the profile grade increase. It is anticipated the profile grade will increase approximately two feet to provide two feet of freeboard below the bridge for a 100-year storm.

The Kuhlman Creek bridge should be rehabilitated since the controlling criteria is the scour critical designation. Repairing the undermining, scour hole and adding a concrete apron will remove the scour critical rating and increase the sufficiency rating in a cost effective manner.

A location map, photo documentation, itemized cost estimates and preliminary bridge typical section are provided in the report.

Table 1. Preliminary Cost Estimate

Alternate	Cost	Bridge Cost / Square Foot	Anticipated Service Life	Advantages / Disadvantages
Crutcho Creek Bridge				
1	\$1,417,856.00	\$135.83	5-10 years	Short term fix that will require future repair
2	\$2,519,510.00	\$229.49	25-30 years	Provides additional service but expensive compared to replacement
3	\$3,052,344.00	\$178.66	75 years	Provides longest service life but most expensive
Kuhlman Creek Bridge				
4	\$275,092.00	N/A	50 years	Removes scour critical designation
Pedestrian Trail				
Add Alt	\$135,850.00	N/A	N/A	Connects existing south side trail to north side under the Crutcho Creek Bridge
Preliminary Total Project Cost				
Crutcho Creek Bridge Replacement			\$3,052,344.00	
Kuhlman Creek Bridge Repairs			\$275,092.00	
Trail Project (ACOG Scoring)			\$135,850.00	
Utility Relocations			\$132,600.00	
Right-Of-Way (Conservative Estimate)			\$100,000.00	
Total			\$3,695,886.00	

Table 2. Service Conditions

Alternate	Load Capacity (tons)	Construction Time (days)
Crutcho Creek Bridge		
1	HS 56.0	90
2	HS 108.2	180
3	HS 112.5	240
Kuhlman Creek Bridge		
4	HS 41.4	60

Table 3. Hydraulic Data

Storm Year	Discharge (ft ³ /s)	Velocity (ft/s)	Highwater Elevation (ft)	Existing Low Beam Elevation (ft)
Crutcho Creek Bridge				
25	1,200	4.1	1198.00	1199.61
50	2,180	4.6	1199.85	
100	2,560	5.1	1201.28	
Roadway Elevation = 1203.55				
Kuhlman Creek Bridge				
25	2,550	12.87	1200.30	1199.02
50	2,975	15.12	1201.52	
100	4,420	15.72	1202.78	
Roadway Elevation = 1201.90				

DESIGN REPORT

OBJECTIVE

The objective of this report is to address the feasibility of rehabilitating or replacing the bridge over Crutcho Creek on SE 29th Street and rehabilitating the Kuhlman Creek bridge. These bridges are on a critical arterial for the City of Midwest City and Tinker Air Force Base. This report discusses the proposed bridge repairs and also includes preliminary cost estimates. The design and construction plans will be completed based on the report after review and approval by the City of Midwest City.

BACKGROUND

This project is located on SE 29th Street between Sooner Road and Air Depot Boulevard near the SE 29th Street and I-40 interchange. The project location map is shown in Figure 1 below.

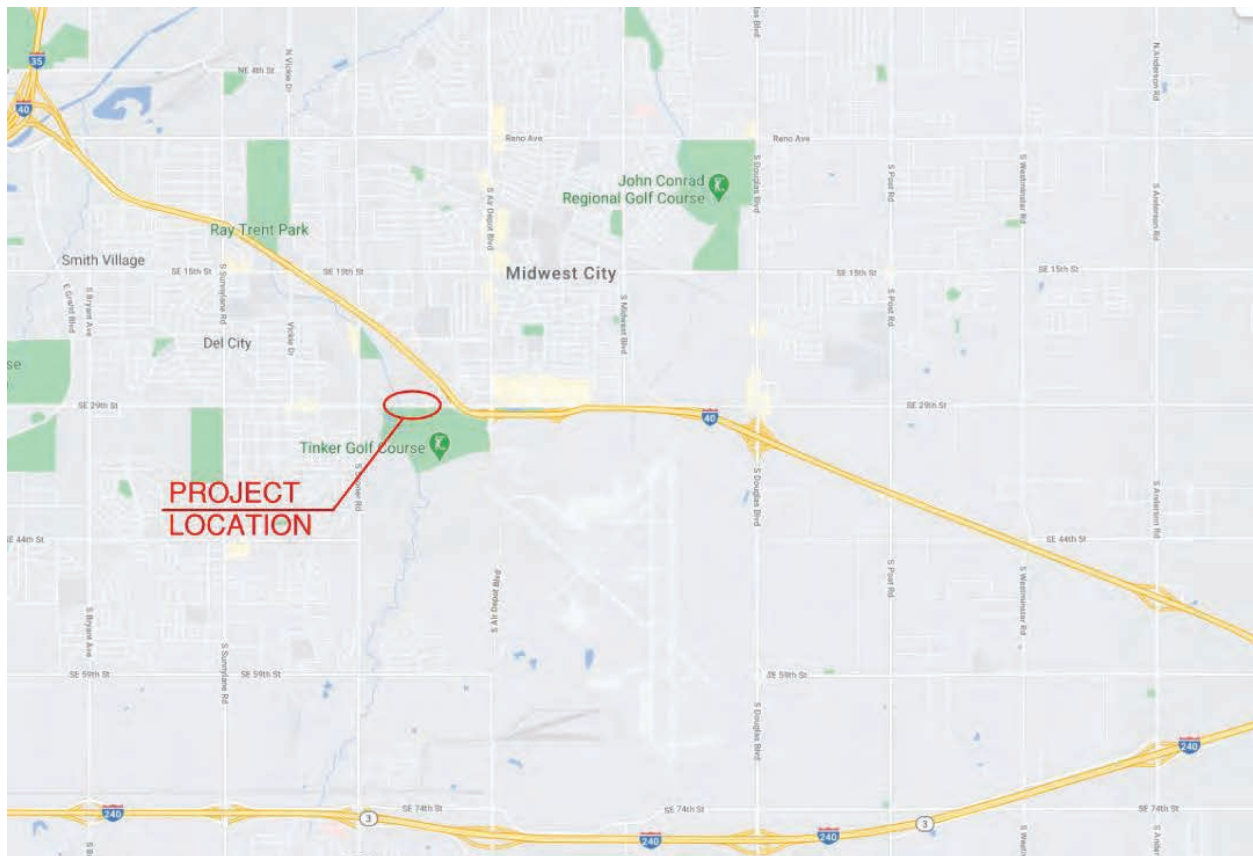


Figure 1 Location Map

CRUTCHO CREEK – NBI 10001

This bridge was constructed in 1942 and consists of a 3-span cast-in-place concrete girder bridge with 36'-3", 40'-0" and 36'-3" spans. The existing concrete deck thickness is approximately 7½" and there is no skew.

The deck is comprised of a 54'-0" clear roadway with four 12'-0" traffic lanes and 3'-0" shoulders. There are expansion joints at the piers and construction joints over the abutments. The bridge is on a horizontal tangent with a deck cross slope of 1/8" per foot that slopes towards the outside of the bridge. An asphalt overlay is present on the bridge deck that covers the existing median dividing strip. The approach roadway is asphalt concrete without guardrail.

A site visit was made in September and November 2020 for visual inspection and evaluation of the bridge. A visual inspection of the bridge was performed to obtain measurements, photos and condition of the superstructure and substructure elements.

KUHLMAN CREEK – NBI 13136

This bridge was reconstructed in 1954, extended in 1966, and consists of a 2-cell reinforced concrete culvert that is 2-12'x10'x280'. The culvert extends from the south side of SE 29th Street, under the Sam's Club parking and day lighting to the north of the Sam's Club.

A site visit was made in September and November 2020 for visual inspection and evaluation of the culvert. A visual inspection of the culvert was performed to obtain measurements, photos and condition of the barrel, end section and scour areas.

EXISTING CONDITION

CRUTCHO CREEK – NBI 10001

A visual inspection of the top surface of the bridge deck showed reflective cracking through the asphalt overlay at joint locations. The underside of the soffit shows significant areas of cracking and spalling. Multiple areas were sounded and exhibited signs of delamination. There were signs of efflorescence on the soffit between the girders.

The construction and expansion joints show signs of leakage on the diaphragms, abutment seat and pier cap. The construction and expansion joints have an asphalt overlay and are not visible to determine the full condition of the joints.

The concrete girders are in poor condition due to section loss, exposed and corroding reinforcing steel and severe spalling at the girder-ends and along the girders. The girder-end condition varies from minimal damage to extensive spalling, delamination and exposed reinforcing steel. It appears the damage to the girder-ends is caused by the leaking construction and expansion joints. Corrosion of the reinforcing steel has expanded and caused the concrete to crack and spall off the girders.

The girder bearings are a cast iron rocker that consists of a rocker plate and anchor plate. There are expansion joints at the piers and fixed bearings at the piers. The bearing plates and anchor

bolts have moderate exfoliation and corrosion.

The intermediate diaphragms are in good condition but the end diaphragms at the piers and abutments have varying states of deterioration. The leaking joints have caused damage to the end diaphragms and consist of concrete spalls as well as exposed and corroded reinforcing steel.

KUHLMAN CREEK – NBI 13136

A visual inspection of the top surface of the roadway showed reflective cracking through the asphalt overlay at the beginning and ending locations of the culvert. The barrel and end section show localized areas of cracking, spalling and leaching. There are a few areas with honeycombing from the original construction. The construction joints show signs of leakage and there is spalling with exposed reinforcing along the top slab and culvert walls.

There is significant scour at the inlet that has created a scour hole and caused undermining of the culvert.

DESCRIPTION OF TRAFFIC CONTROL

Crutcho Creek: It is anticipated traffic will be reduced from 2 lanes to 1 lane in each direction to accomplish superstructure repairs or to replace the existing bridge.

Kuhlman Creek: Traffic will be reduced as needed to meet geometric requirements to maintain lane restrictions for the Crutcho Creek bridge.

DETOUR ROUTE AND UNPLANNED RESTRICTIONS

Due to advanced deterioration of the bridge over Crutcho Creek and scour issues at Kuhlman Creek, unplanned restrictions or full closure may be needed in the future to perform emergency repairs. Dependent upon the repair type, restrictions may range from a few days to several months. A detour map is provided in Appendix E.

Several consequences and impacts of an unplanned restriction or closure may include but are not limited to the following:

- Non-Budgeted Capital Expenditure for Repairs
- Increased Traffic Congestion
- Increased Risk of Collisions
- Reduced Access to Local Businesses

The proposed detour utilizes SE 15th Street to the north, and is composed of a four-mile detour adding approximately 12 minutes depending on traffic congestion.

DESCRIPTION OF RIGHT-OF-WAY

The existing right-of-way extends 75 feet north and south of SE 29th Street starting near Sooner Road through Crutcho Creek. East of Crutcho Creek it begins to vary along SE 29th Street. Along the project extents on the south side of SE 29th Street is the Tinker Golf Course owned by the Federal Government. Multiple landowners are on the north side, which include commercial, private developers and private residents.

A retaining wall can be utilized to accommodate any changes needed between the south side of SE 29th Street and the pedestrian bridge. There is sufficient room on the north side to address grade changes with grading or use of retaining walls. It is not anticipated that right-of-way will be needed for any improvements other than for utility easements or relocations.

DESCRIPTION OF UTILITIES

Utilities were located from an existing survey provided by the City of Midwest City as well using a utility locating service. The utilities found during the fieldwork are in Table 4 below.

Table 4. Utility Summary

Utility	North Side	South Side
Fiber Optic	✓	
Gas	✓	
Overhead Electric	✓	
Sanitary Sewer	✓	✓
Underground Electric	✓	✓
Underground Telephone	✓	✓
Water	✓	

Replacing the existing bridge with a new span structure will require relocating several utilities and evaluating the proximity of a nearby sanitary sewer and underground telephone lines that run north south at each end of the bridge. New fill slopes will likely impact a water line along the north side SE 29th Street.

Table 5. Utility Relocation Costs

Utility	Cost Per Foot	Impact Length	Total Cost
Fiber Optic	\$30	600	\$18,000
Gas	\$60	600	\$36,000
Overhead Electric	\$0	0	\$0
Sanitary Sewer	\$0	0	\$0
Underground Electric	\$20	180	\$3,600
Underground Telephone	\$25	600	\$15,000
Water	\$75	800	\$60,000
			\$132,600

ACOG STBG EVALUATION CRITERIA

The purpose of the evaluation criteria used by the Association of Central Oklahoma Governments (ACOG) Surface Transportation Block Grant (STBG) is to develop regional project priorities when requests for STBG-UZA funds are made. The evaluation criteria for each project type are dependent upon the following categories:

- Economic Strength
- Safety and Security
- Equity and Options
- Healthy Communities
- Connectivity
- System Performance
- System Preservation

The scope of this project is to rehabilitate or replace two City of Midwest City bridges and the criteria used to evaluate the project will be based on the bridge project criteria. Upon review of the evaluation criteria, it does not depend on whether the bridge is replaced or rehabilitated. System preservation is the only evaluation criteria that is related to the bridge. Due to the low sufficiency ratings of the bridges, maximum points are achieved for this section. Expanding the project scope to include streetscape, pedestrian mobility and replacing warning signs will increase the total project score but also increases the construction cost. Other evaluation criteria are based on the project location and are not able to be modified to increase the total score.

A preliminary project scoring worksheet has been completed and is provided in APPENDIX A.

The preliminary estimated total project score is 83.01 using the application worksheet from ACOG. The items below have been included in the scope of work to increase the total project score above 80 points, which is believed to make the project competitive with other submissions:

- Crutcho Creek Bridge Replacement
- Replace Street Signage with Retroreflective Borders
- Streetscapes with Landscaping / Street Lights / Furniture
- Sidewalks and Trails for Pedestrians and Bicycles

GENERAL BRIDGE INFORMATION – CRUTCHO CREEK

BRIDGE LOCATION

County: Oklahoma
Street: SE 29th Street
Crossing Feature: Crutchko Creek
NBI No.: 10001

PRELIMINARY ESTIMATE

Alternate 1 – \$1,417,856.00
Alternate 2 – \$2,519,510.00
Alternate 3 – \$3,052,344.00

IMPROVEMENT TYPE(S)

- Deck Replacement
- Deck Rehabilitation with Overlay (Alternate 1)

Description: Coldmill the existing asphalt overlay. Perform Class B & C Bridge Deck Repairs as directed by the Engineer. Add an Asphalt Membrane Overlay and overlay with S4 Superpave.

- 5" Concrete Overlay
- Overlay
- Flood Coat
- Superstructure Replacement (Alternate 2)

Description: Remove and replace the existing bridge deck with a new 8" deck, 5'-0" sidewalks and F-Shaped Parapets. Remove and replace the existing beams with steel rolled beams.

- Painting
- Joint Repair (Alternate 1)

Description: Replace all joints. Provide new Sealed Expansion Joints at locations with expansion joints and rehabilitate Construction Joints at other locations.

- Beam Repair (Alternate 1)
*Description: **Repair girder-ends and girders at select locations with Cast-In-Place Concrete, Corrosion Inhibitor and Fiber Wrap.***
- Bearing Repair (Alternates 1 & 2)
*Description: **Replace bearings with weathering steel bearing assemblies.***
- Substructure Repair (Alternates 1 & 2)
*Description: - **Repair deteriorated concrete with Pneumatically Placed Mortar or Cast-In-Place Concrete.***
 - **Encase the pier caps a minimum of 9” on all sides.***
 - **Repair cracks using Epoxy Resin Injection.***
 - **Once all repairs have been made, apply an Elastomeric Coating (CIM 1000) to the top 1’ of the Abutments and Pier Caps; apply Water Repellent to all other exposed areas.***
- Scour Repair
- Other Major Action(s)
*Description: - **Add approach slabs.***
 - **Coldmill and Asphalt Overlay the approaches to provide a smooth driving surface.***
 - **Fill voids under abutments with CLSM Backfill.***
 - **Clear and Grub all non-landscaped brush and trees.***
 - **Reshape abutment berms and add Riprap.***
 - **Patch concrete traffic rails with Cast-In-Place Concrete.***

RECOMMENDED ACTIONS

This bridge is currently classified as “Structurally Deficient” and has a Sufficiency Rating of 37.3. This is due to (1) section loss and delamination at girder-ends, (2) deteriorated substructure areas and (3) exposed piles.

Deck: The deck currently has a condition rating of 5 (Fair). The existing bridge deck has an asphalt overlay with exposed reinforcing steel and delaminated concrete on the deck soffit. The construction and expansion joints are leaking. Repairing delaminated and spalled areas and replacing the joints should increase the condition rating of the element and economically extend the service life.

Superstructure: The superstructure has a condition rating of 4 (Poor). The girders are showing advanced signs of spalling and cracking. The bearings are showing minimal signs of corrosion and section loss. A few anchor bolts are missing. Repairing spalls and delaminations at the girder-ends should increase the condition rating of the superstructure.

Substructure: The substructure has a condition rating of 5 (Fair). The abutments are in fair condition with moderate cracking and spalling. There are exposed piles at the abutments. The piers are in poor condition with moderate to heavy cracking and spalling. Repairing deteriorated areas of the abutments with pneumatically placed mortar and epoxy resin injection, encasing the pier caps and applying a special concrete finish in addition to encasing the exposed piles should increase the condition rating of these elements.

The improvements previously listed in this report will address the deterioration and improve the ratings of the individual bridge elements and remove the “Structurally Deficient” classification.

PHOTO DOCUMENTATION – CRUTCHO CREEK

- Bridge Element:** Concrete Deck, Construction and Expansion Joints, Concrete Traffic Rail and Drains at End of Bridge
- Existing Conditions:** The existing deck had an approximate 4” asphalt overlay. Transverse cracking in the asphalt overlay was observed at joint locations. The joints were leaking. There were missing traffic rails along the bridge
- Proposed Improvements:** Alternate 1
Remove the roadway approach. Construct new approach slabs and slope drains. Coldmill existing asphalt overlay. Perform Class B & C Bridge Deck Repairs. Place Asphalt Membrane Overlay and S4 Superpave overlay. Rehabilitate construction and expansion joints.
- Alternate 2
Remove and replace the superstructure with an 8” deck, 5’-0” sidewalks and 42” F-Shaped Parapet.
- Alternate 3
Replace the existing bridge.

Photos:



Photo 1. View of Bridge Looking East



Photo 2. Asphalt Roadway Approach at East Abutment



Photo 3. Asphalt Roadway Approach at West Abutment



Photo 4. Typical Condition of Concrete Traffic Rail and Vegetation along Curb



Photo 5. Missing Bottom Rail



Photo 6. Typical Spalling at Concrete Curb



Photo 7. Cracking at Curb and Vegetation

Bridge Element:	Abutments
Existing Conditions:	Leaching, cracking and spalling was noted on the abutment seat and pedestals. There was erosion present at the abutments with exposed concrete piles.
Proposed Improvements:	<u>Alternates 1 & 2</u> Encase exposed abutment piles. Clean the abutment seats. Repair spalls on the abutments by removing loose and unsound concrete and patch with Pneumatically Placed Mortar or Cast-In-Place Concrete. Prepare Cracks and inject with Epoxy Resin. Apply an Elastomeric Coating. Fill voids beneath abutment seat with CLSM Backfill. <u>Alternate 2</u> Extend the abutment seat. <u>Alternate 3</u> Replace the existing bridge.

Photos:



Photo 8. East Abutment Elevation (Looking East)



Photo 9. Abutment Seat Cracking and Exposed Piles



Photo 10. Abutment Discoloration and Cracking



Photo 11. Erosion and Exposed Piles at East Abutment



Photo 12. Close Up of Exposed Concrete Pile

Bridge Element:	Piers
Existing Conditions:	Leaching and cracking was noted on the pier caps and pedestals. There was moderate to heavy cracking and spalling on the pier caps.
Proposed Improvements:	<u>Alternates 1 & 2</u> Clean the pier caps. Repair spalls on the pier caps and columns by removing loose and unsound concrete. Encase the pier caps a minimum of 9" on all sides. Patch spalled areas with Pneumatically Placed Mortar or Cast-In-Place Concrete. Prepare cracks and inject with Epoxy Resin. Apply an Elastomeric Coating. <u>Alternate 2</u> Extend the pier caps. <u>Alternate 3</u> Replace the existing bridge.

Photos:



Photo 13. East Pier Elevation (Looking West)



Photo 14. Pier Cap Cracking, Spalling and Rebar Corrosion



Photo 15. Pier Cap Leaching and Cracking



Photo 16. Typical Cracking at Pier Cap



Photo 17. Typical Pier Column Map Cracking

Bridge Element:	Concrete Girders, Diaphragms, Bearings and Soffit
Existing Conditions:	At joint locations, the girders had moderate spalling with exposed reinforcing steel. The soffit had multiple areas of exposed rebar and delaminated concrete. The end diaphragms had moderate cracking. Anchor plates and anchor bolts exhibited signs of corrosion. Spalling was observed in the deck overhang soffit.
Proposed Improvements:	<p><u>Alternate 1</u></p> <p>Reshape girder-ends with Cast-In-Place Concrete; apply a Corrosion Inhibitor and Fiber Wrap. Replace existing bearings with weathering steel bearing assemblies.</p> <p><u>Alternate 2</u></p> <p>Replace the deck, girders, diaphragms and rocker bearings with new elastomeric bearing pads and weathering steel bearing assemblies.</p> <p><u>Alternate 3</u></p> <p>Replace the existing bridge.</p>

Photos:



Photo 18. Cracking and Delamination at Girder-End



Photo 19. Spalled Girder-End



Photo 20. Severe Spalling and Rebar Corrosion



Photo 21. Typical Cracking in Girder Bottom



Photo 22. Close Up of Typical Bearing and Girder-End



Photo 23. Spalling in Deck Soffit with Exposed Rebar



Photo 24. Typical Spalling and Corroded Rebar at Pier

Bridge Element: Utilities

Existing Conditions: There were numerous utilities around the bridge but were not attached to the bridge.

Photos:



Photo 25. Fire Hydrant and Water Line at Northwest Corner of Bridge

GENERAL BRIDGE INFORMATION – KUHLMAN CREEK

BRIDGE LOCATION

County: Oklahoma
Street: SE 29th Street
Crossing Feature: Kuhlman Creek
NBI No.: 13136

PRELIMINARY ESTIMATE

Alternate 1 – \$275,092.00

IMPROVEMENT TYPE(S)

- Deck Replacement
- Deck Rehabilitation with Overlay
- 5" Concrete Overlay
- Overlay
- Flood Coat
- Superstructure Replacement
- Painting
- Joint Repair

Description: Repair construction joints with Pneumatically Placed Mortar or Cast-In-Place Concrete.

- Beam Repair
- Bearing Repair
- Substructure Repair
- Scour Repair
- Other Major Action(s)

Description: - Fill scour holes with Type I Plain Riprap. Place CLSM Backfill under the culvert floor to fill voids caused by undermining.

- Construct an apron and six foot curtain wall with Class AA Concrete and Reinforcing Steel. Match the apron to the culvert and weir flow lines.

RECOMMENDED ACTIONS

This bridge is currently classified as “Structurally Deficient” and has a Sufficiency Rating of 15.90. This is most likely due to (1) scour and (2) spalling at the construction joints.

Culvert:

The culvert currently has a condition rating of 3 (Excessive Damage). The existing culvert walls have cracking, spalling and several delaminated areas. The construction joints are spalling, separating and are in fair condition. Scour was observed at the inlet. Repairing the deteriorated concrete, construction joints and performing scour repairs should increase the condition rating of the element and economically extend the service life.

The improvements previously listed in this report will address the deterioration and improve the condition ratings of the individual bridge elements and should remove the “Structurally Deficient” classification.

PHOTO DOCUMENTATION – KUHLMAN CREEK

Bridge Element: Concrete Culvert

Existing Conditions: There was cracking and spalling at the construction joints. Exposed rebar was observed in the walls and roof of the barrel section. A scour hole approximately 48” deep was present along with 18” of undermining.

Proposed Improvements: Repair the deteriorated concrete and construction joints with Pneumatically Placed Mortar or Cast-In-Place Concrete. Place Riprap in scour hole and construct an apron with Class AA Concrete and Reinforcing Steel.

Photos:



Photo 26. View of Bridge (Looking East)



Photo 27. Asphalt Roadway Approach at East End



Photo 28. Typical Condition of Concrete Traffic Rail



Photo 29. View of Bridge (Looking North)



Photo 30. Typical Condition of Head Wall and Concrete Traffic Rail



Photo 31. Honeycombing at South End of Barrel

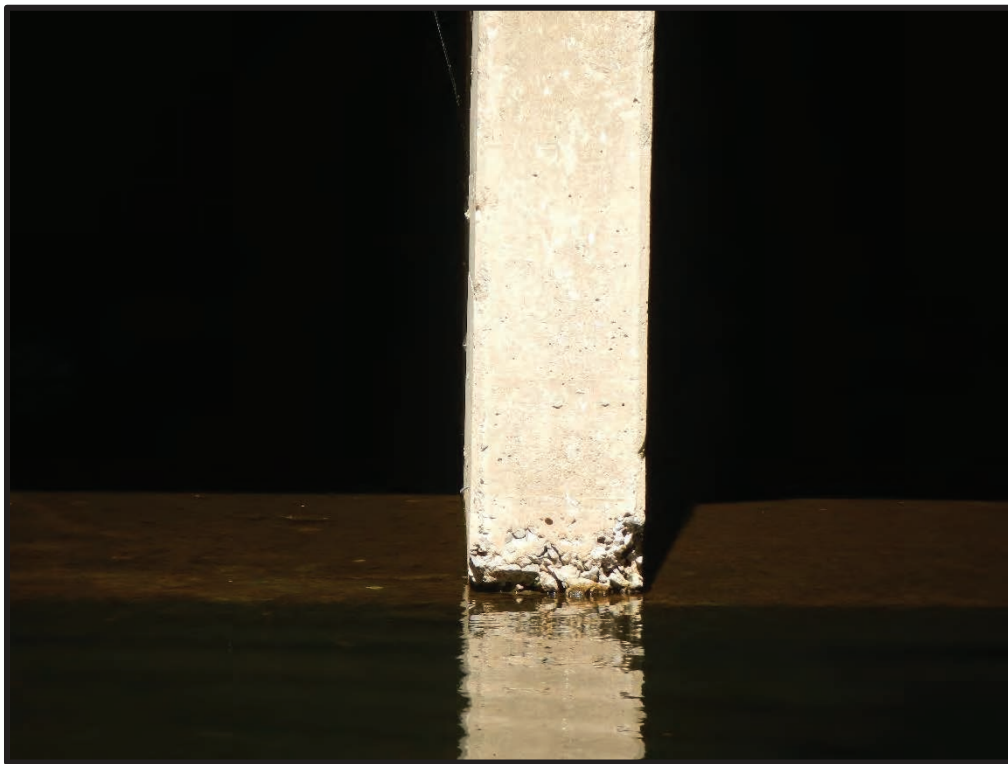


Photo 32. Honeycombing at Bottom of Barrel Wall



Photo 33. Scour Hole at Inlet



Photo 34. Typical Riprap at Inlet



Photo 35. Wing Connection Cracking and Leaching



Photo 36. Typical Leaching at Construction Joint



Photo 37. Typical Spalling and Exposed Rebar at Top Construction Joint



Photo 38. Close Up of Exposed Rebar at Construction Joint



Photo 39. Cracking at Construction Joint



Photo 40. Typical Riprap Outlet End

APPENDIX C – BRIDGE INSPECTION REPORTS

Oklahoma Dept. of Transportation - Bridge Inspection Report																																	
NBI No.:	Structure No.:	Local ID:	Suff. Rating:																														
10001	55E1090N3130003	016M	37.30																														
IDENTIFICATION		INSPECTION																															
Bridge Description: 35ft.,40ft.,35ft. CONC GIRDER SPANS 1. State: Oklahoma 2. Division: Division 4 3. County: OKLAHOMA 4. City: MIDWEST CITY Admin Area: Unknown 5a. On/Under: Route On Structure 5b. Kind of Hwy: City Street 5c. Lvl of Svc: Mainline 5d. Route No.: E1090 5e. Dir. Sufx: N/A (NBI)		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Type</th> <th>Insp. Req.</th> <th>Insp. Done</th> <th>Freq.</th> <th>Insp. Date</th> <th>Next Insp.</th> </tr> </thead> <tbody> <tr> <td>NBI:</td> <td>1</td> <td>0</td> <td>12 months</td> <td>10/5/2020</td> <td>10/05/2021</td> </tr> <tr> <td>FC:</td> <td>N</td> <td>0</td> <td></td> <td>NA</td> <td>NA</td> </tr> <tr> <td>UW:</td> <td>N</td> <td>0</td> <td></td> <td>NA</td> <td>NA</td> </tr> <tr> <td>OS:</td> <td>N</td> <td>0</td> <td></td> <td>NA</td> <td>NA</td> </tr> </tbody> </table>		Type	Insp. Req.	Insp. Done	Freq.	Insp. Date	Next Insp.	NBI:	1	0	12 months	10/5/2020	10/05/2021	FC:	N	0		NA	NA	UW:	N	0		NA	NA	OS:	N	0		NA	NA
Type	Insp. Req.	Insp. Done	Freq.	Insp. Date	Next Insp.																												
NBI:	1	0	12 months	10/5/2020	10/05/2021																												
FC:	N	0		NA	NA																												
UW:	N	0		NA	NA																												
OS:	N	0		NA	NA																												
7. Facility Carried : SE 29TH ST(1090) 6. Feat. Intersect: CRUTCHO CREEK 9. Location: :3E SOONER RD. 11. Mile Post: 13.297 mi 13. LRS Inv. / Sub Rte: -1 / -1 16. Latitude: 35° 28' 06.52" 17. Longitude: 097° 25' 03.62" 98. Border Brdg: Unknown (P) % Responsible: 0.00 99. Border Brdg #: Unknown		CLASSIFICATION 12. Base Hwy Net.: Not on Base Network 20. Toll Facility: On free road 21. Custodian: City 22. Owner: City 26. Function Class: 07 Rural Mjr Collecto 37. Historical Sig.: Not eligible for NRHP 100. Def. Hwy: Not a STRAHNET hwy 101. Parallel Str.: No bridge exists 102. Traffic Dir.: 2-way traffic 103. Hwm. Str.: Not Applicable (P) 104. Hwm Svstem: Not on NHS 105. Fed Land Hwy: N/A (NBI) 110. Defense Hwy: Not a STRAHNET hwy 112. NBIS Length: Long Enough																															
STRUCTURE TYPE AND MATERIALS		CONDITION																															
43a/b. Main Span: Concrete / Stringer/Girder 44a/b. Appr. Span: N/A / Not Applicable (P) 45. # of Main Spans: 3 46. # of Appr. Spans: 0 107. Deck Type: Concrete-Cast-in-Place 108a. Wearing Surface: Bituminous 108b. Membrane: None 108c. Deck protection: None		58. Deck: 5 Fair 62. Culvert: N/A (NBI) 59. Sup.: 4 Poor 61. Chan./Chan. Prot.: 7 Minor Damage 60. Sub: 5 Fair Flowline Notes 2020, FL = 21.6ft to S. TOD. 2019, FL to TOD = 21.9ft at 48ft from SE corner.																															
AGE AND SERVICE		LOAD RATING AND POSTING																															
19. Detour Length: 2.0 mi 27. Year Built: 1942 28a/b. Lanes on/und: 4 / 0 29. ADT: 20,500 30. Year of ADT: 2018 42a/b. Type of Svc on/und: Highway / Waterway		31. Design Load: M 18 (H 20) 41. Post. Status: A Open, no restriction 70. Posting: 5 At/Above Legal Loads 63. Op / 65. Inv. Rating Meth.: 1 LF Load Factor / 1 LF Load Factor 64. Operating Rating (tons): <table border="1" style="display: inline-table; margin-right: 10px;"> <tr><td>H</td><td>HS</td><td>3-3</td><td>EV3</td><td>SHV</td></tr> <tr><td>23.00</td><td>41.40</td><td>46.00</td><td>0.00</td><td>0.00</td></tr> </table> 66. Inventory Rating (tons): <table border="1" style="display: inline-table;"> <tr><td>13.80</td><td>24.80</td><td>27.60</td></tr> </table>		H	HS	3-3	EV3	SHV	23.00	41.40	46.00	0.00	0.00	13.80	24.80	27.60																	
H	HS	3-3	EV3	SHV																													
23.00	41.40	46.00	0.00	0.00																													
13.80	24.80	27.60																															
GEOMETRIC DATA		APPRAISAL																															
10. Vert. Clearance: 99.99 ft 32. Appr Rwy Width: 54.00 ft 33. Median: No median 34. Skew: 0.00° 35. Struct. Flared: No flare 47. Horizontal Clr: 54.30 ft 48. Length Max Span: 40.00 ft 49. Struct. Length: 112.00 ft		68. Deck Geom.: 5 Above Tolerable 69. Vert./Horiz. Undclr: Not applicable (NB) 71. Waterway Adeq: 7 Above Minimum 72. Appr. Alignment: 8 Equal Desirable Crt 67. Str Evaluation: 4 Minimum Tolerab 113. Scour Critical: 8 Stable Above Footir																															
OKLAHOMA ITEMS		PROPOSED IMPROVEMENTS																															
200c. Temperature: 75 200d. Weather: Clear 201. Struc. Sll. ASTM Desig.: -1 / -1 202. Waterprf. Membrane: -1 Date Installed: 01/01/1901 203. Type Exp. Device: Sliding Plate 204. Type of Railing: BC 205. Material Quantity: -1.00 208a. Type of Abutment: Skeleton b. Type of Found.: Concrete Piling 209. Type of Pier/Found.: 3 / Yes No Piling/Drilled Shaft 210. Foundation Elev.: <table border="1" style="display: inline-table; margin-right: 10px;"> <tr><td>-1.00</td><td>-1.00</td></tr> <tr><td>-1.00</td><td>-1.00</td></tr> </table> 211. Wear. Surf. Prot. Sys: Date Installed: 01/01/1901 211c. Silane Reapplied 211d. Date : 213. Utilities Attached:		-1.00	-1.00	-1.00	-1.00	94. Bridge Cost: \$675,000 95. Roadway Cost: \$371,000 96. Total Cost: \$1,060,000 97. Yr. of Cost Est.: 2015 75. Type of Work: 31 Repl-Load Capacity 76. Lngth of Improvement: 216.9 ft 114. Future ADT: 32,800 115. Yr. of Future ADT: 2038																											
-1.00	-1.00																																
-1.00	-1.00																																
214a. Posted Weight Limit: NR b. Posted Speed Limit: 45 c. Narrow/1way Brdg Sign: No d. Vertical Clr. Sign: NA Adv. Warning Sign: NA e. Navigation Lights?: No Working/Not Working: No 215. Overpass: ACOG 218. Functionally Obsolete : - 220. Bridge Redecked : - 221. Substr. Cond. (U/W): 222. Fill Over RCB: 223. Appr. Slab/Rwy Cond.: 2 225. Paint Type/Ovrcr: N/A 226. Date Painted: 227. Paint Color: -1 233. Deck Forming: 238. School Bus Rte.: Current & Desired route 240. Appr. Rwy Type.: Asphalt/Bituminous 243. Grdr Spacing/No.: 66.00 /		NAVIGATION DATA 38. Nav. Control: Permit Not Required 39. Vert. Clearance: 0.0 ft 40. Horiz. Clearance: 0.0 ft 111. Pier Protect.: 1 Not Required 116. Lift Bridge Vert. Clr.: 0.0 ft 244. Span Lengths: <table border="1" style="display: inline-table; margin-right: 10px;"><tr><td>35</td><td>40</td><td>35</td></tr></table> 245. Girder Depth: 25.00 246a. Type of Overlay: AC Overlay b. Overlay Thickness: 2.00 c. Overlay Date: 02/15/1995 d. Ovly Depth Changed >1": N 247. Protective Systems: <table border="1" style="width: 100%; height: 20px;"> <tr><td> </td><td> </td></tr> </table> 248. # Field Splices w/ Corrosion: 249. Scour Crit. POA Exists?: No 250. Headwall: 258. Plans w/Found.in ODOT File: - 259. Scour Eval. in ODOT File: - 263. Interchange at Intersection: - 264. Interstate Milepoint: -1.00		35	40	35																											
35	40	35																															

OK001_Bridge Inspection Report

11/30/2020

Oklahoma Dept. of Transportation - Bridge Inspection Report

NBI No.: 10001	Structure No.: 55E1090N3130003	Local ID: 016M	Suff. Rating: 37.30	SD
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Inspection Date: 10/5/20 Jared Wooten
 Invoice No.: HWL550920 Inspected With: Kaveh Amoopour

BRIDGE NOTES:

INSPECTION NOTES: 10/5/20

New asphalt wearing surface.

ELEMENT CONDITION STATE DATA

Elem. / Env	Description	Unit	Total Qty	% 1	Qty. 1	% 2	Qty. 2	% 3	Qty. 3	% 4	Qty. 4
12 / 4	Re Concrete Deck	sq ft	6,081.00	0%	0.00	90%	5,473.00	10%	608.00	0%	0.00
PX - SOFFIT REBAR IS EXPOSED AT PIERS AND ABUTMENTS.											
510 / 4	Wearing Surfaces	sq ft	6,081.00	100%	6,081.00	0%	0.00	0%	0.00	0%	0.00
New asphalt. Cracks at EWS.											
110 / 4	Re Conc Opn Girder/Beam	ft	1,211.00	0%	0.00	96%	1,161.00	2%	25.00	2%	25.00
PX- Rebar exposed on girder ends at piers. Loss of concrete due to rusty rebar in concrete. The 2 outside ends at west abutment losing concrete & 2 outside girders east losing concrete. All girders at the piers losing concrete. Some of the girders have been patched w/out much help. ENDS LOSING CONCRETE 5ft. OF SOUTH GIRDER WEST PIER LOSING CONCRETE EXPOSED REBAR. Exterior girders under curb are deteriorated the worst.											
205 / 4	Re Conc Column	each	24.00	100%	24.00	0%	0.00	0%	0.00	0%	0.00
10 PILES EXPOSED AT WEST ABUTMENT 4 AT EAST ABUTMENT. 4 PILE AT WINGS. 6-PILE AT PIERS.											
215 / 4	Re Conc Abutment	ft	125.00	0%	0.00	100%	125.00	0%	0.00	0%	0.00
SMALL CRACKS.											
234 / 4	Re Conc Pier Cap	ft	121.00	0%	0.00	83%	101.00	17%	20.00	0%	0.00
PX- Horizontal crack in cap at west pier & at east pier. Exposed rebar on east cap. LOOSE CONCRETE ON EAST SIDE OF WEST CAP and west side east cap. Both caps are delaminated and spalling with exposed resteel. North and south cant. ends of both caps are deteriorated with map cracking delamination and leaching.											
301 / 4	Pourable Joint Seal	ft	108.00	0%	0.00	100%	108.00	0%	0.00	0%	0.00
Covered over with asphalt											
313 / 1	Fixed Bearing	each	66.00	0%	0.00	9%	6.00	91%	60.00	0%	0.00
All bearings are rusted and frozen.											
331 / 4	Re Conc Bridge Railing	ft	220.00	0%	0.00	91%	200.00	9%	20.00	0%	0.00
FX- 8ft. MISSING ON BOTTOM RAIL - CRACKS. Collision damage to several posts and rails.											
859 / 4	Soffit (EA)	(EA)	1.00	0%	0.00	0%	0.00	100%	1.00	0%	0.00
PX - Concrete falling off at piers and at abutments. EXPOSED REBAR. Large spall with exposed rebar in east span.											
870 / 4	Concrete Wingwall	(EA)	1.00	0%	0.00	100%	1.00	0%	0.00	0%	0.00
Minor deterioration.											
968 / 4	Erosion SF	(EA)	1.00	100%	1.00	0%	0.00	0%	0.00	0%	0.00
EROSION AT BOTH ABUTMENTS AND BASE OF PIERS.											

Oklahoma Dept. of Transportation - Bridge Inspection Report

NBI No.: 13136	Structure No.: 55E1090N3130004	Local ID: 017M	Suff. Rating: 15.90	SD																														
Bridge Description: 2 -12ft. X 12ft. X 280ft. RCB		INSPECTION																																
IDENTIFICATION		INSPECTION																																
1. State: Oklahoma 2. Division: Division 4 3. County: OKLAHOMA 4. City: MIDWEST CITY Admin Area: Unknown 5a. On/Under: Route On Structure 5b. Kind of Hwy: City Street 5c. Lvl of Svc: Mainline 5d. Route No.: E1090 5e. Dir. Sufx: N/A (NBI)		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Type</th> <th>Insp. Req.</th> <th>Insp. Done</th> <th>Freq.</th> <th>Insp. Date</th> <th>Next Insp.</th> </tr> <tr> <td>NBI:</td> <td></td> <td>1</td> <td>6 months</td> <td>9/29/2020</td> <td>03/29/2021</td> </tr> <tr> <td>FC:</td> <td>N</td> <td>0</td> <td></td> <td>NA</td> <td>NA</td> </tr> <tr> <td>UW:</td> <td>N</td> <td>0</td> <td></td> <td>NA</td> <td>NA</td> </tr> <tr> <td>OS:</td> <td>N</td> <td>0</td> <td></td> <td>NA</td> <td>NA</td> </tr> </table>			Type	Insp. Req.	Insp. Done	Freq.	Insp. Date	Next Insp.	NBI:		1	6 months	9/29/2020	03/29/2021	FC:	N	0		NA	NA	UW:	N	0		NA	NA	OS:	N	0		NA	NA
Type	Insp. Req.	Insp. Done	Freq.	Insp. Date	Next Insp.																													
NBI:		1	6 months	9/29/2020	03/29/2021																													
FC:	N	0		NA	NA																													
UW:	N	0		NA	NA																													
OS:	N	0		NA	NA																													
7. Facility Carried: SE 29TH ST(E1090) 6. Feat. Intersect: KUHLMAN CREEK 9. Location: .4E SOONER RD 11. Mile Post: 13.297 mi 13. LRS Inv. / Sub Rte: -1 / -1 16. Latitude: 35° 28' 06.62" 17. Longitude: 097° 24' 49.04" 98. Border Brdg: Unknown (P) % Responsible: 0.00 99. Border Brdg #: Unknown		CLASSIFICATION																																
STRUCTURE TYPE AND MATERIALS		CONDITION																																
43a/b. Main Span: Concrete / Culvert 44a/b. Appr. Span: N/A / Not Applicable (P) 45. # of Main Spans: 2 46. # of Appr. Spans: 0 107. Deck Type: Concrete-Cast-in-Place 108a. Wearing Surface: Bituminous 108b. Membrane: None 108c. Deck protection: None		58. Deck: N/A (NBI) 59. Sup.: N N/A (NBI) 60. Sub: N N/A (NBI) 62. Culvert: 3 Excessive Dar 61. Chan./Chan. Prot.: 7 Minor Damage																																
AGE AND SERVICE		LOAD RATING AND POSTING																																
19. Detour Length: 4.0 mi 27. Year Built: 1954 28a/b. Lanes on/und: 5 / 0 29. ADT: 21,300 30. Year of ADT: 2018 42a/b. Type of Svc on/und: Highway / Waterway		31. Design Load: MS 18 (HS 20) Date Rated: 02/21/2018 41. Post. Status: A Open, no restriction 70. Posting: 5 At/Above Legal Loads 63. Op / 65. Inv. Rating Meth.: 1 LF Load Factor / 1 LF Load Factor 64. Operating Rating (tons): <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td>H</td> <td>HS</td> <td>3-3</td> <td>EV3</td> <td>SHV</td> </tr> <tr> <td>23.00</td> <td>41.40</td> <td>46.00</td> <td>0.00</td> <td>0.00</td> </tr> </table> 66. Inventory Rating (tons): <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td>H</td> <td>HS</td> <td>3-3</td> <td>EV3</td> <td>SHV</td> </tr> <tr> <td>13.80</td> <td>24.60</td> <td>27.60</td> <td></td> <td></td> </tr> </table>			H	HS	3-3	EV3	SHV	23.00	41.40	46.00	0.00	0.00	H	HS	3-3	EV3	SHV	13.80	24.60	27.60												
H	HS	3-3	EV3	SHV																														
23.00	41.40	46.00	0.00	0.00																														
H	HS	3-3	EV3	SHV																														
13.80	24.60	27.60																																
GEOMETRIC DATA		APPRAISAL																																
10. Vert. Clearance: 99.99 ft 32. Appr Rwy Width: 70.00 ft 33. Median: No median 34. Skew: 0.00° 35. Struct. Flared: No flare 47. Horizontal Cir: 72.00 ft 48. Length Max Span: 12.00 ft 49. Struct. Length: 25.00 ft 50a. Curb/Sdwk Width L: 0.00 ft 50b. Curb/Sdwk Width R: 0.00 ft 51. Width Curb to Curb: 0.00 ft 52. Width Out to Out: 0.00 ft Deck Area: 7,610.00 sq. ft 53. Min. Vert. Cl. Ovr Brg: 99.99 ft 54a. Min. Vt. Undclr. Ref.: N Feature not hwy c 54b. Min. Vert. Undclr.: 0.00 ft 55a. Min. Lat. Undclr. Ref.: N Feature not hwy 55. Min. Lat. Underclr. R: 0.00 ft 56. Min. Lat. Underclr. L: 0.00 ft		36a. Brdg Rail: 0 Substandard 36b. Transition: 0 Substandard 36c. Appr. Rail: 0 Substandard 36d. Appr. Rail Ends: 0 Substandard 67. Str Evaluation: 3 Intolerable - Corn 68. Deck Geom.: Not applicable (NBI) 69. Vert./Horiz. Undclr: Not applicable (NB) 71. Waterway Adeq: 7 Above Minimum 72. Appr. Alignment: 8 Equal Desirable Crit 113. Scour Critical: 3 SC - Unstable																																
OKLAHOMA ITEMS		PROPOSED IMPROVEMENTS																																
200c. Temperature: 78 200d. Weather: Clear 201. Struc. Stl. ASTM Desig.: -1 / -1 202. Waterprf. Membrane: -1 Date Installed: 01/01/1901 203. Type Exp. Device: - 204. Type of Railing: BC 205. Material Quantity: -1.00 208a. Type of Abutment: Other b. Type of Found.: Bears on Natural Found. 209. Type of Pier/Found.: - / - 210. Foundation Elev.: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td>-1.00</td> <td>-1.00</td> <td>-1.00</td> </tr> </table> 211. Wear. Surf. Prot. Sys: Date Installed: 01/01/1901 211c. Silane Reapplied 211d. Date: 213. Utilities Attached:		-1.00	-1.00	-1.00	94. Bridge Cost: \$100,000 95. Roadway Cost: \$75,000 96. Total Cost: \$225,000 97. Yr. of Cost Est.: 2015 75. Type of Work: 31 Repl-Load Capacity 76. Length of Improvement: 97.9 ft 114. Future ADT: 34,080 115. Yr. of Future ADT: 2038																													
-1.00	-1.00	-1.00																																
214a. Posted Weight Limit: NR b. Posted Speed Limit: 45 c. Narrow/1way Brdg Sign: No d. Vertical Clr. Sign: NA Adv. Warning Sign: NA e. Navigation Lights?: No Working/Not Working: No 215. Overpass: ACOG 218. Functionally Obsolete: FO 220. Bridge Redecked: - 221. Substr. Cond. (U/W): FG 222. Fill Over RCB: 223. Appr. Slab/Rwy Cond.: 2 225. Paint Type/Ovrcr: - N/A 226. Date Painted: 227. Paint Color: - 233. Deck Forming: - 238. School Bus Rte.: Current & Desired route 240. Appr. Rwy Type.: Asphalt/Bituminous 243. Grdr Spacing/No.: /		NAVIGATION DATA																																
214a. Posted Weight Limit: NR b. Posted Speed Limit: 45 c. Narrow/1way Brdg Sign: No d. Vertical Clr. Sign: NA Adv. Warning Sign: NA e. Navigation Lights?: No Working/Not Working: No 215. Overpass: ACOG 218. Functionally Obsolete: FO 220. Bridge Redecked: - 221. Substr. Cond. (U/W): FG 222. Fill Over RCB: 223. Appr. Slab/Rwy Cond.: 2 225. Paint Type/Ovrcr: - N/A 226. Date Painted: 227. Paint Color: - 233. Deck Forming: - 238. School Bus Rte.: Current & Desired route 240. Appr. Rwy Type.: Asphalt/Bituminous 243. Grdr Spacing/No.: /		38. Nav. Control: Permit Not Required 39. Vert. Clearance: 0.0 ft 40. Horiz. Clearance: 0.0 ft 111. Pier Protect.: 1 Not Required 116. Lift Bridge Vert. Clr.: 0.0 ft 244. Span Lengths: 10 10 245. Girder Depth: 246a. Type of Overlay: NA b. Overlay Thickness: c. Overlay Date: 01/01/1901 d. Only Depth Changed >1: 247. Protective Systems: 248. # Field Splices w/ Corrosion: 249. Scour Crit. POA Exists?: Yes 250. Headwall: 280.00 258. Plans w/Found.in ODOT File: - 259. Scour Eval. in ODOT File: - 263. Interchange at Intersection: - 264. Interstate Milepoint: -1.00																																

Oklahoma Dept. of Transportation - Bridge Inspection Report

NBI No.: 13136	Structure No.: 55E1090N3130004	Local ID: 017M	Suff. Rating: 15.90	SD
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Inspection Date: 9/29/20	Jared Wooten
Invoice No.: HWL550920	Inspected With: Kaveh Amoopour

BRIDGE NOTES:

INSPECTION NOTES: 9/29/20

PX-INSTALL FILL AND RIP RAP ON UPSTREAM END SIDES OF RCB
REVIEWED 9/12/2016 RET USE (127/120) (249/126)

ELEMENT CONDITION STATE DATA

Elem. / Env	Description	Unit	Total Qty	% 1	Qty. 1	% 2	Qty. 2	% 3	Qty. 3	% 4	Qty. 4
241 / 4	Re Conc Culvert	ft	564.00	96%	544.00	4%	20.00	0%	0.00	0%	0.00
FX - EXPOSED REBAR IN TOP OF BOTH BARREL.											
331 / 4	Re Conc Bridge Railing	ft	27.00	100%	27.00	0%	0.00	0%	0.00	0%	0.00
870 / 4	Concrete Wingwall	(EA)	4.00	100%	4.00	0%	0.00	0%	0.00	0%	0.00
961 / 4	Scour SF	(EA)	1.00	0%	0.00	100%	1.00	0%	0.00	0%	0.00
PX - UP TO 48 INCHES OF SCOUR AND 18 INCHES OF UNDERMINING. REMEDY WITH FILL AND RIPRAP PER REVISED 3/3/10 PLAN OF ACTION. 10 INCH SCOUR AT DOWNSTREAM END WITH NO UNDERMINING.											

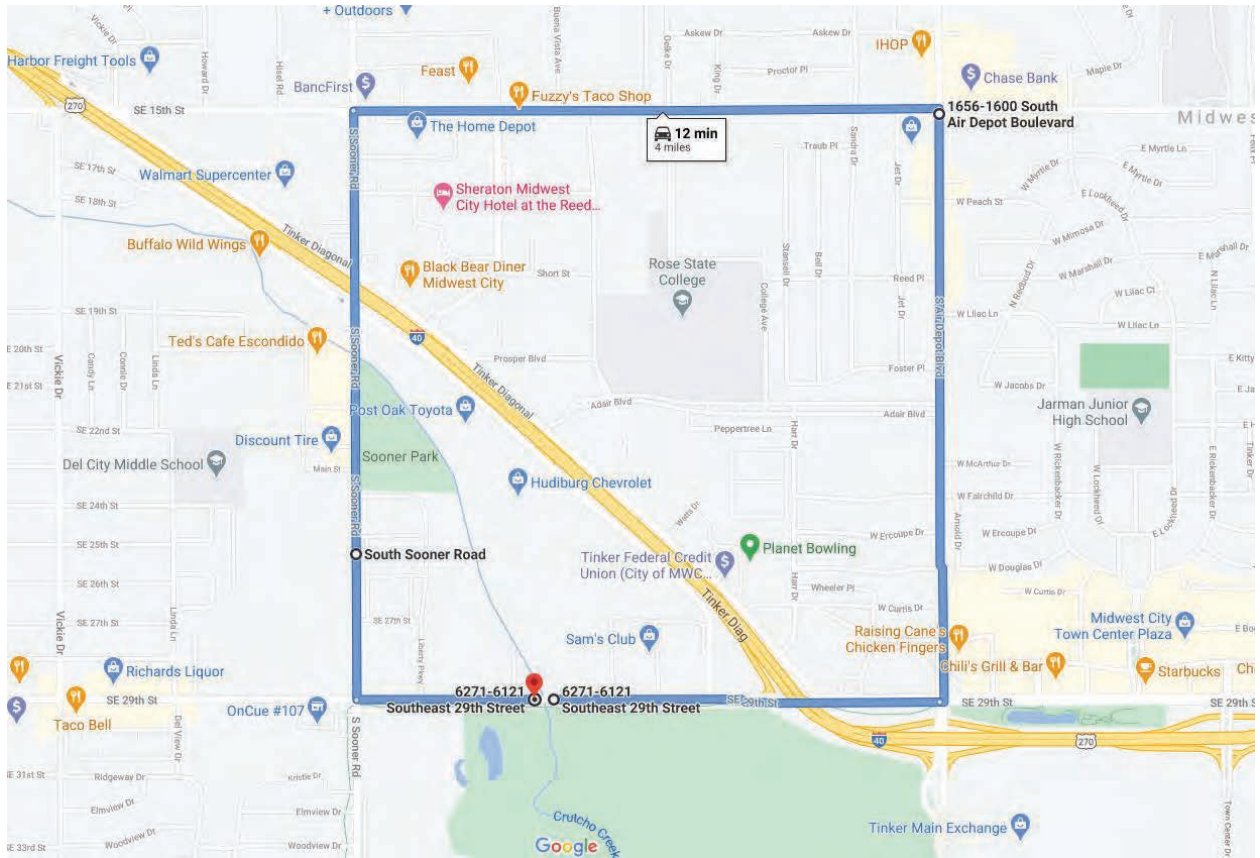
APPENDIX D – BRIDGE LOAD RATING SUMMARY**Table 2. Load Rating Summary**

Crutcho Creek						
	Inventory Rating (Tons)			Operating Rating (Tons)		
	H	HS	3-3	H	HS	3-3
Existing	24.0	34.0	59.0	40.0	56.0	98.0
Alternate 1	24.0	34.0	59.0	40.0	56.0	98.0
Alternate 2	46.2	64.9	111.8	76.9	108.2	186.4
Alternate 3	53.9	67.5	111.1	89.8	112.5	185.2
Kuhlman Creek						
	Inventory Rating (Tons)			Operating Rating (Tons)		
	H	HS	3-3	H	HS	3-3
Existing	13.8	24.8	27.6	23.0	41.4	46.0
Proposed	13.8	24.8	27.6	23.0	41.4	46.0

The following assumptions were used to determine the proposed load ratings.

1. The proposed improvements will not increase the load carrying capacity for Alternate 1 since no structural improvements will be made to the concrete beams.
2. The proposed beams are W27x84 rolled steel beams braced at the midpoint and are AASHTO M270 Grade 50 for Alternate 2.
3. The proposed beams are W27x129 rolled steel beams braced at 1/3 points and are AASHTO M270 Grade 50 for Alternate 3.
4. The proposed improvements will not increase the load carrying capacity since no structural improvements will be made to the culvert.

APPENDIX E – DETOUR MAP



Detour Length = 4.0 Miles

APPENDIX F – BASE FLOOD ELEVATION MAP



LEGEND

	SURVEY LIMITS
	Q25 ELEVATION
	Q50 ELEVATION
	Q100 ELEVATION

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

Design:	SE 29TH ST. OVER CRUTCHFIELD CREEK	OKLAHOMA COUNTY
Drawn:		
Checked:		
Approved:		
Signed:		





BASE FLOOD ELEVATION MAP
PROJECT SITE

Sheet No. 1 OF 3

NO.	DATE	BY	DESCRIPTION



LEGEND

-  SURVEY LIMITS
-  Q25 ELEVATION = 1198.00
-  Q50 ELEVATION = 1198.85
-  Q100 ELEVATION = 1201.28

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.





Design		SE 29TH ST. OVER CRUTCH CREEK	OKLAHOMA COUNTY
Drawn		BASE FLOOD ELEVATION MAP CRUTCH CREEK	
Checked			
Approved			
Spaced			

SE 29TH ST. WATCHLINE STA. 193+00

--	--	--	--	--	--



LEGEND

-  SURVEY LIMITS
-  Q25 ELEVATION = 1200.30
-  Q50 ELEVATION = 1201.52
-  Q100 ELEVATION = 1202.78

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

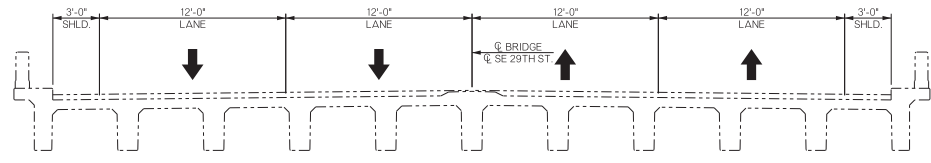
Design	
Drawn	
Checked	
Approved	
Spaced	

SE 29TH ST. OVER CRUTCHO CREEK OKLAHOMA COUNTY

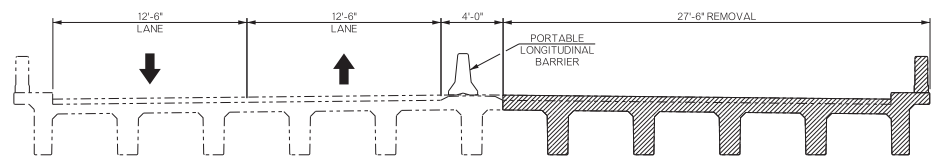
BASE FLOOD ELEVATION MAP
 CRUTCHO CREEK

APPENDIX G – BRIDGE CONSTRUCTION SEQUENCE

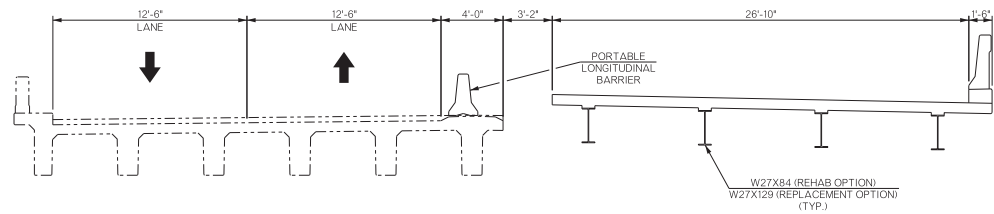
REVISION	DATE	APPROVED	BY	CHKD.	DATE
1	04/14



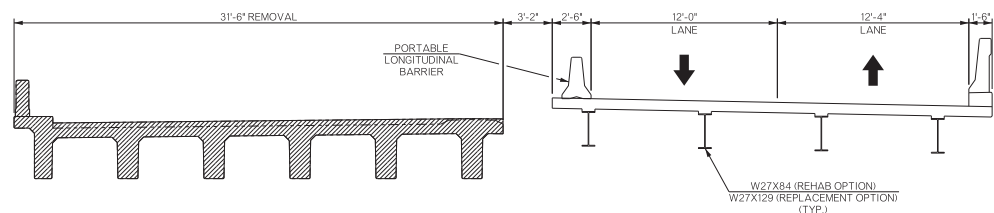
EXISTING BRIDGE



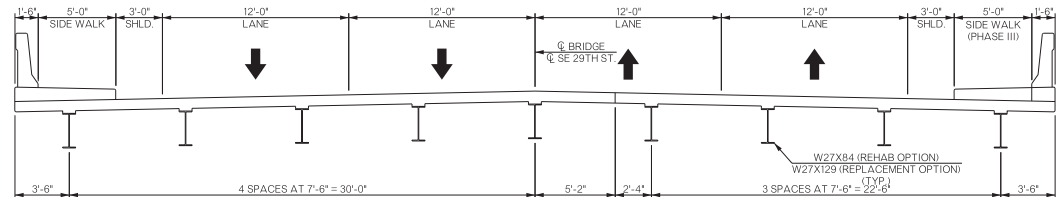
PHASE I - DEMOLITION



PHASE I - CONSTRUCTION



PHASE II - DEMOLITION



FINISHED BRIDGE

BRIDGE CONSTRUCTION SEQUENCE NOTES

MAINTAIN AT LEAST ONE 12' WIDE LANE OF TRAFFIC AT ALL TIMES IN EACH DIRECTION.

PHASE I

1. INSTALL PORTABLE LONGITUDINAL BARRIER AND TEMPORARY TRAFFIC CONTROL AS INDICATED.
2. REMOVE THE EXISTING OUTSIDE BRIDGE PARAPET AND A PORTION OF THE EXISTING DECK AND GIRDERS AS SHOWN.
3. INSTALL TEMPORARY EARTH RETAINAGE STRUCTURE AS SHOWN IN THE PLANS.
4. CONSTRUCT THE NEW PORTION OF BRIDGE ABUTMENTS, PIERS, SUPERSTRUCTURE AND APPROACH SLABS AS SHOWN ON THE PLANS WITHOUT AFFECTING EXISTING TRAFFIC OPERATIONS.
5. INSTALL NEOPRENE GLAND FOR THE EXPANSION JOINT INTO EXTRUSIONS. PROVIDE A CONTINUOUS NEOPRENE GLAND THROUGH THE WIDTH OF THE BRIDGE DECK. DO NOT CUT THE NEOPRENE GLAND BETWEEN PHASES. ROLL UP UNUSED PORTION OF THE GLAND FOR INSTALLATION IN PHASE II.
6. INSTALL PORTABLE LONGITUDINAL BARRIER AND TEMPORARY TRAFFIC CONTROL AS INDICATED.

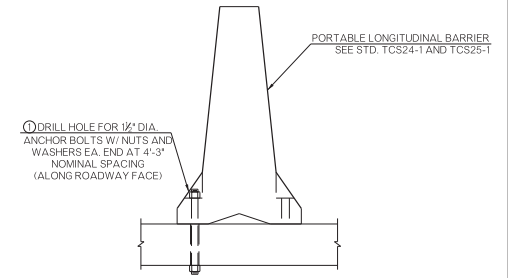
PHASE II

1. RELOCATE TRAFFIC TO THE NEW STRUCTURE CONSTRUCTED DURING PHASE I.
2. REMOVE ALL REMAINING EXISTING BRIDGE COMPONENTS.
3. CONSTRUCT REMAINING PORTIONS OF THE BRIDGE ABUTMENTS, PIERS, SUPERSTRUCTURE AND APPROACH SLABS AS SHOWN ON THE PLANS WITHOUT AFFECTING EXISTING TRAFFIC OPERATIONS.
4. REMOVE TEMPORARY EARTH RETAINAGE STRUCTURE AS REQUIRED TO CONSTRUCT BRIDGE.
5. INSTALL REMAINDER OF THE NEOPRENE GLAND FOR EXPANSIONS FROM PHASE I.
6. REMOVE PORTABLE LONGITUDINAL BARRIER.

PHASE III

1. INSTALL TEMPORARY TRAFFIC CONTROL AS SHOWN IN THE PLANS.
2. CONSTRUCT REMAINING PORTION OF THE SIDEWALK AS SHOWN ON THE PLANS WITHOUT AFFECTING TRAFFIC OPERATIONS.
3. REMOVE PORTABLE LONGITUDINAL BARRIER.
4. RELOCATE ALL TRAFFIC TO FINAL TRAFFIC CONFIGURATION.

FOR ADDITIONAL DETAILS SEE TRAFFIC CONTROL PLAN.



PORTABLE LONGITUDINAL BARRIER DETAIL

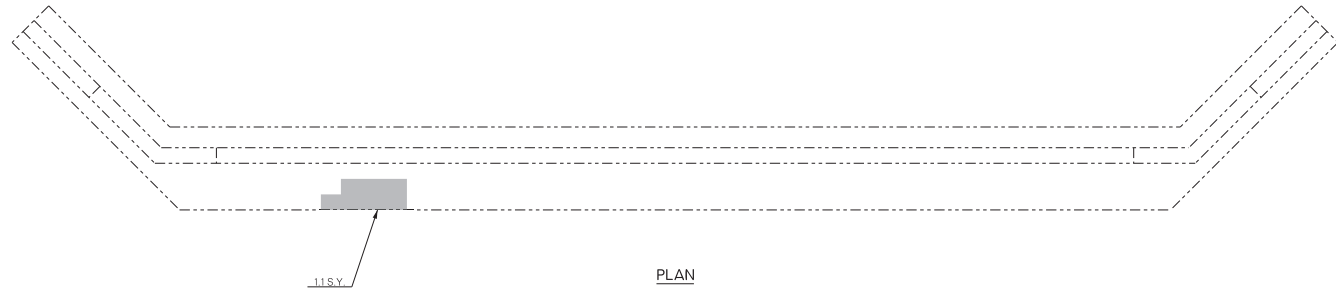
- 1. PROVIDE ANCHOR BOLTS HAVING A MINIMUM YIELD STRENGTH OF 55 KSI AND A MINIMUM TENSILE STRENGTH OF 75 KSI.
- 2. SUBMIT THE TYPE OF ANCHOR BOLT TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. INCLUDE ALL COSTS FOR ANCHOR BOLTS, LABOR, AND INCIDENTALS NECESSARY IN THE CONTRACT UNIT PRICE OF "PORTABLE LONGITUDINAL BARRIER" PER ROADWAY PLANS.

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

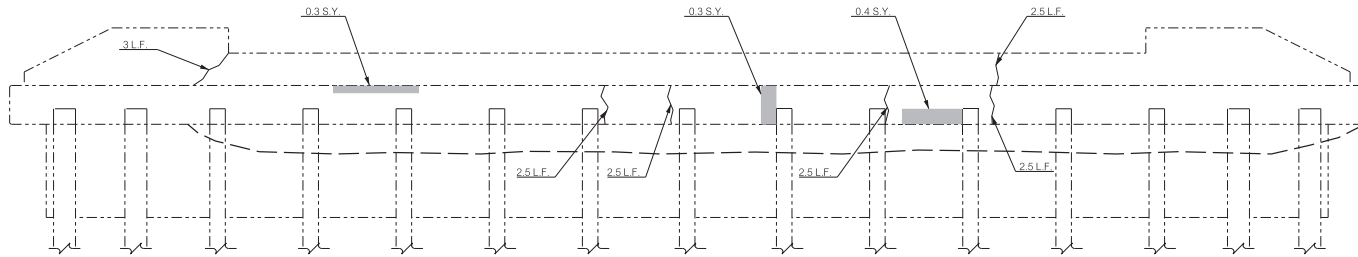
CITY OF MIDWEST CITY		OKLAHOMA COUNTY	
Design		SE 29TH ST. OVER CRUTCHO CREEK	
Drawn		PROPOSED BRIDGE CONSTRUCTION SEQUENCE	
Checked			
Approved			
Signed			

APPENDIX H – BRIDGE REPAIR DETAILS

DATE	STATE	APPROVED	SCALE	DATE	SCALE
-	OKLA	*****	**		-



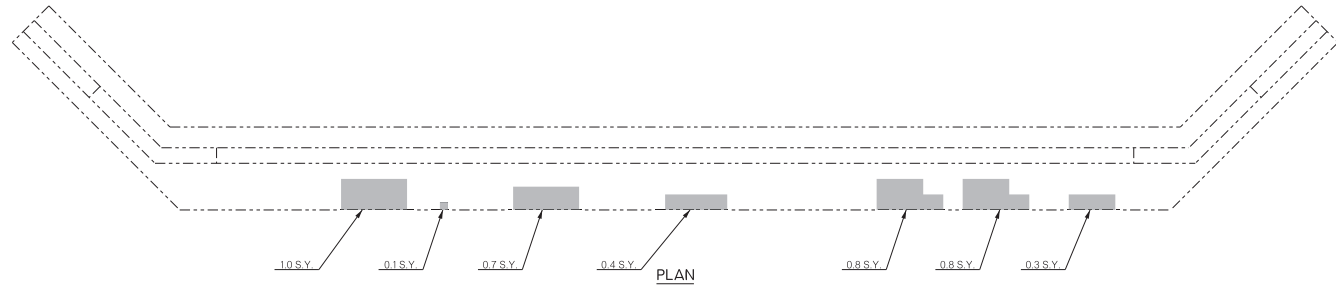
- LEGEND**
- CONCRETE REPAIR WITH CORROSION INHIBITOR (SURFACE APPLIED).
 - PREPARATION OF CRACKS ABOVE WATER
 - EXISTING SCOUR






THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

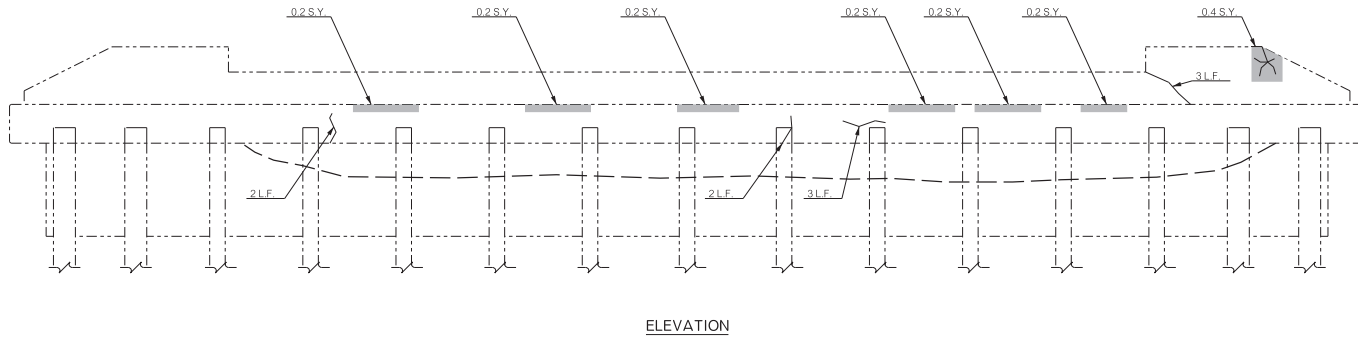
FIELD INVESTIGATION			
CITY OF MIDWEST CITY			
Design		SE 29TH ST. OVER CRUTCHO CREEK	OKLAHOMA COUNTY
Drawn		ABUTMENT NO. 1	
Checked			
Approved			
Signed			
		Sheet No.	X

DATE	STATE	APPROVED	DATE	DATE	DATE
	OKLA	*****	**	**	**



LEGEND

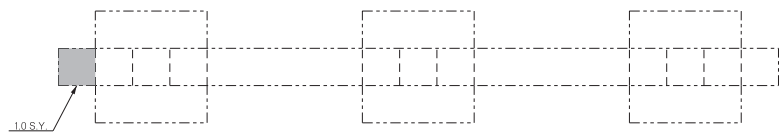
-  CONCRETE REPAIR WITH CORROSION INHIBITOR (SURFACE APPLIED)
-  PREPARATION OF CRACKS, ABOVE WATER
-  EXISTING SCOUR



THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

FIELD INVESTIGATION			
CITY OF MIDWEST CITY			
Design		SE 29TH ST. OVER CRUTCHO CREEK	OKLAHOMA COUNTY
Drawn		ABUTMENT NO. 2	
Checked			
Approved			
Stipad			
			Sheet No. <u> X </u>

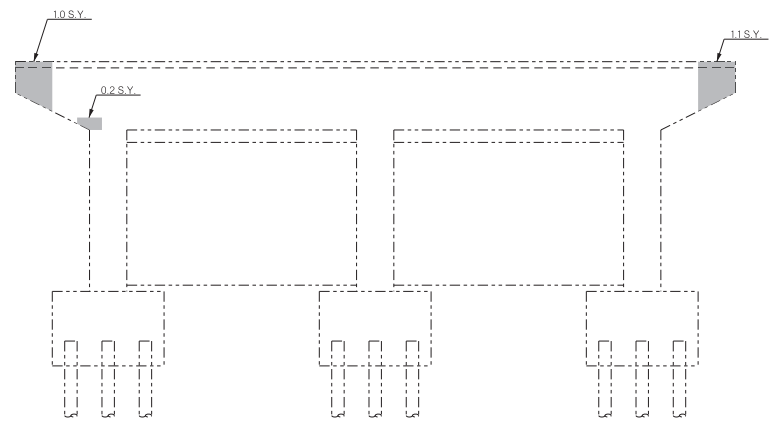
DISTRICT	STATE	APPROXIMATE	PIER NO.	DATE	SCALE
	OKLA	*****	..		---



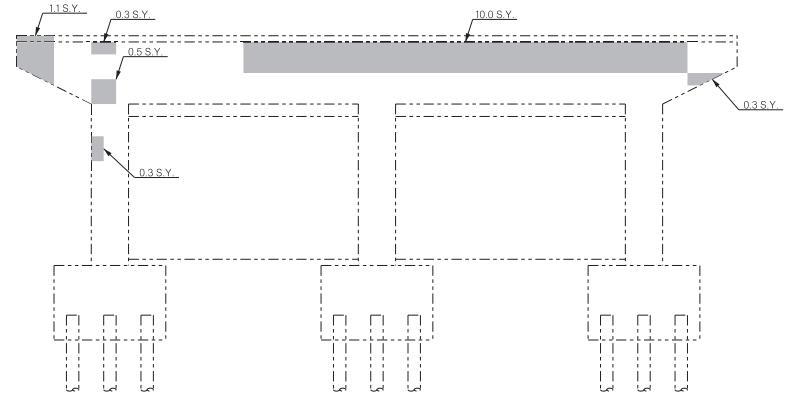
TOP PLAN



BOTTOM PLAN



WEST ELEVATION



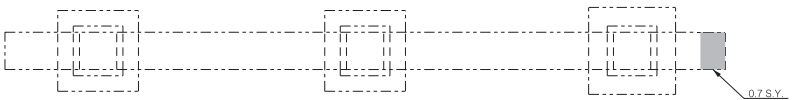
EAST ELEVATION

LEGEND
 CONCRETE REPAIR WITH CORROSION INHIBITOR (SURFACE APPLIED)

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FIELD INVESTIGATION			
CITY OF MIDWEST CITY			
Design		SE 29TH ST. OVER CRUTCHO CREEK	OKLAHOMA COUNTY
Drawn		PIER NO. 1	
Checked			
Approved			
Stipad			
		Sheet No.	X

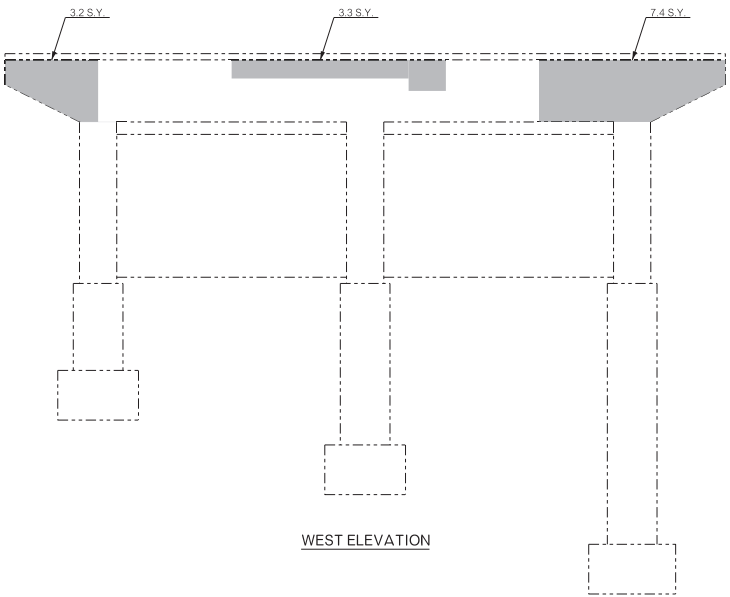
COUNTY	STATE	JURISDICTION	DATE	SCALE	DATE
	OKLA	*****	**		



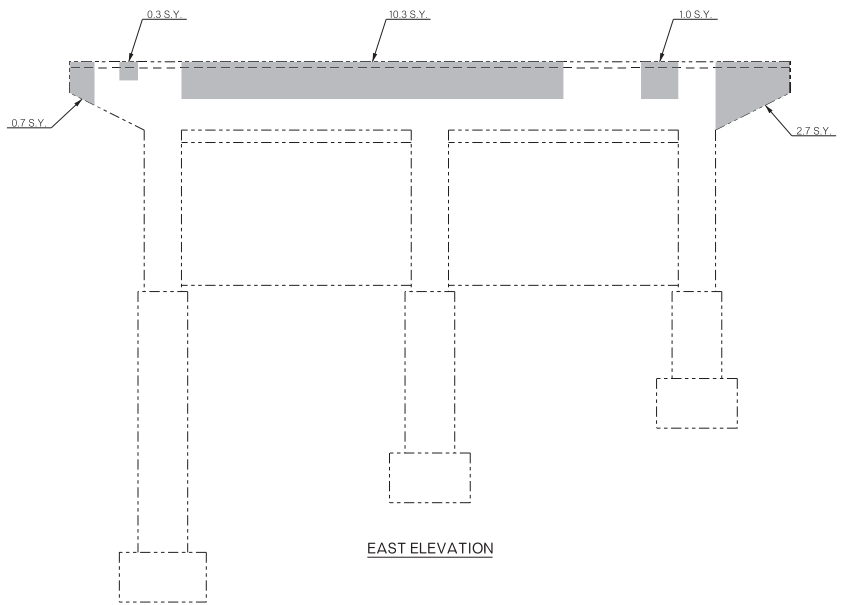
TOP PLAN



BOTTOM PLAN



WEST ELEVATION



EAST ELEVATION

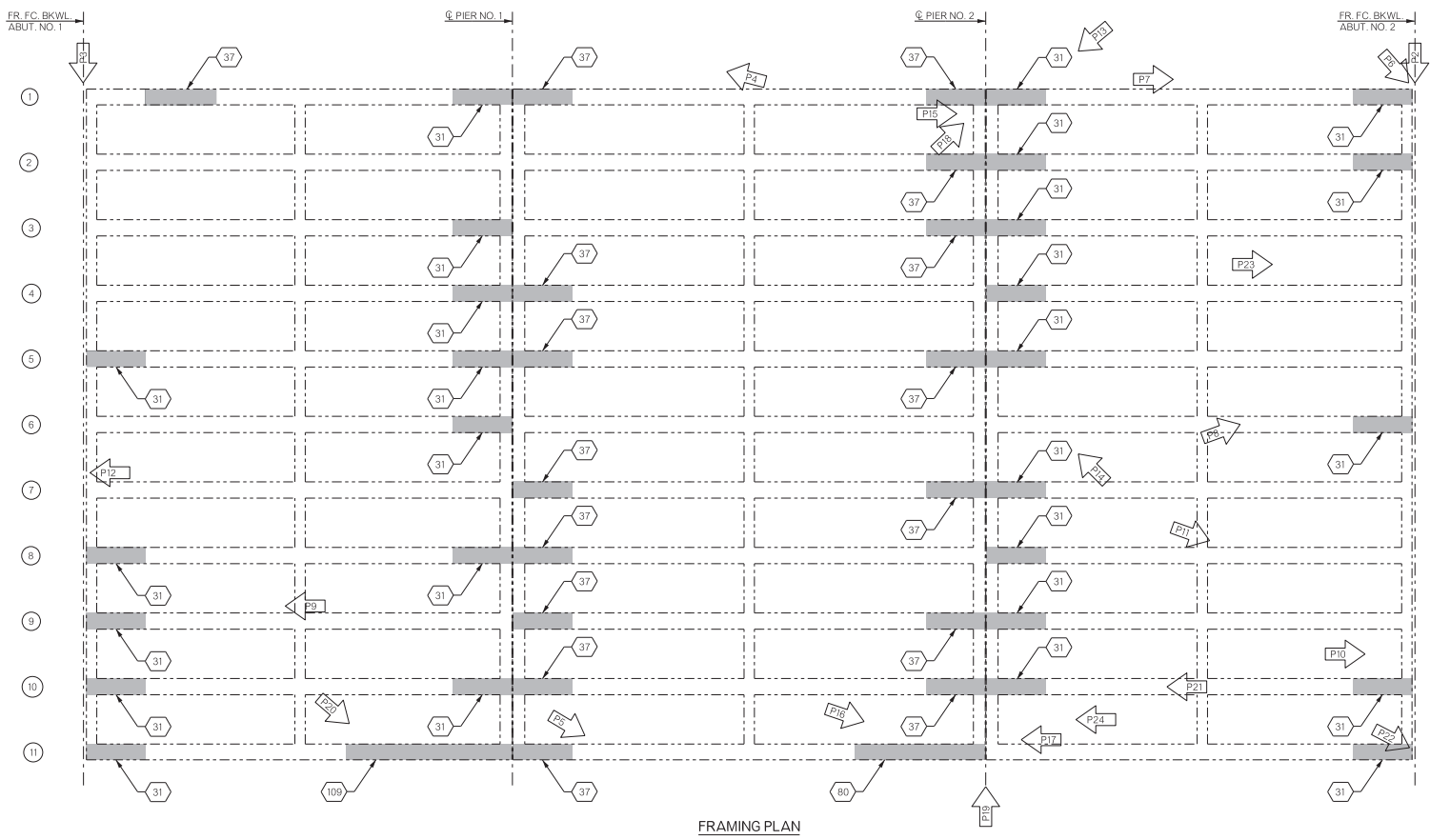
LEGEND

 CONCRETE REPAIR WITH CORROSION INHIBITOR (SURFACE APPLIED)

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

FIELD INVESTIGATION			
CITY OF MIDWEST CITY			
Design		SE 29TH ST. OVER CRUTCHO CREEK	OKLAHOMA COUNTY
Drawn		PIER NO. 2	
Checked			
Approved			
Signed			

DISTRICT	STATE	APPROXIMATE	FORM	DATE	SCALE
	OKLA		



FRAMING PLAN

- LEGEND**
- CONCRETE REPAIR WITH CORROSION INHIBITOR (SURFACE APPLIED)
 - AREA IN SQUARE FEET TO BE REPAIRED WITH PNEUMATICALLY PLACED MORTAR AND CARBON FIBER-REINFORCED POLYMER WRAP WITH CORROSION INHIBITOR
 - PHOTOGRAPH LOCATIONS

NOTES:

ANY SPALLING AND/OR CRACKING OF C.I.P. BEAM REQUIRES PNEUMATIC MORTAR REPAIR AND CFRP. SEVERE CORROSION INDICATES BEARING ASSEMBLY WHICH INCLUDE THE ANCHOR PLATE AND/OR ANCHOR BOLTS, HAS ENOUGH SECTION LOSS THAT REPLACEMENT IS NECESSARY.

ONCE BEAM ENDS HAVE BEEN REPAIRED, FURTHER INSPECTION OF ANCHOR PLATES AND/OR ANCHOR BOLTS MAY SHOW CONDITION IS UNACCEPTABLE AND REPLACEMENT MAY BE REQUIRED.

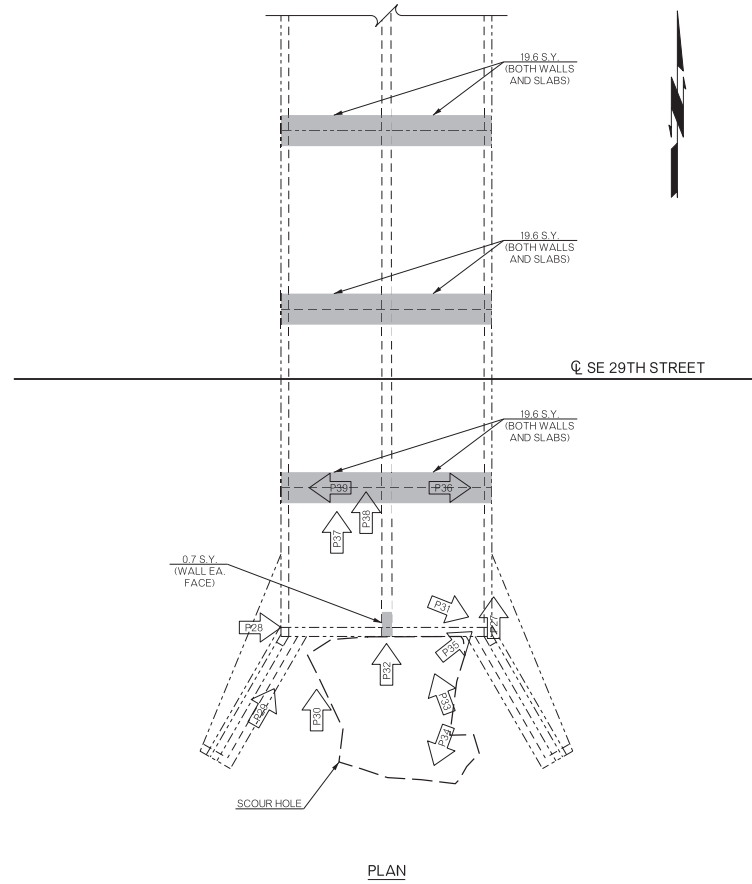
STEEL ELEMENTS AND CONCRETE DIAPHRAGMS ARE ONLY DOCUMENTED AS HAVING CORROSION, SPALLING OR CRACKING IF SEVERE ENOUGH TO REQUIRE REPLACEMENT. ALL STEEL ELEMENTS NOT SHOWN WILL REQUIRE CLEANING AND PAINTING.

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FIELD INVESTIGATION			
CITY OF MIDWEST CITY			
		SE 29TH ST. OVER CRUTCHO CREEK	OKLAHOMA COUNTY
BEAM FRAMING PLAN			
Design			
Drawn			
Checked			
Approved			
Signed			

Sheet No. X

DISTRICT	STATE	APPROX. DATE	SCALE	DATE	BY
-	OKLA	*****	..		



LEGEND
 PHOTOGRAPH LOCATIONS

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FIELD INVESTIGATION			
CITY OF MIDWEST CITY			
Design		SE 29TH ST. OVER KUHLMAN CREEK	OKLAHOMA COUNTY
Drawn		RCB PLAN	
Checked			
Approved			
Signed			
		Sheet No.	X

APPENDIX I – EXISTING PLANS

DESIGNER	LOCATION	BRIDGE	SECTION	CONSTRUCTION	S.P.N.
C.G.K.	H.S.E.	H.W.M.	C.O.P.	C.W.P.	G.H.P.

FED. ROAD DIST. NO.	STATE	FISCAL YEAR	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
6	OKLA.	44	1941	1	111

Revised 2-3-42
Revised 9-29-42

GRADE CROSSINGS ELIMINATED	0
GRADE CROSSINGS UNDERPASS	0
BY SEPARATION UNDERPASS	0
BY RELOCATION	0
GRADE CROSSINGS REMAINING	1

STATE OF OKLAHOMA
DEPARTMENT OF HIGHWAYS

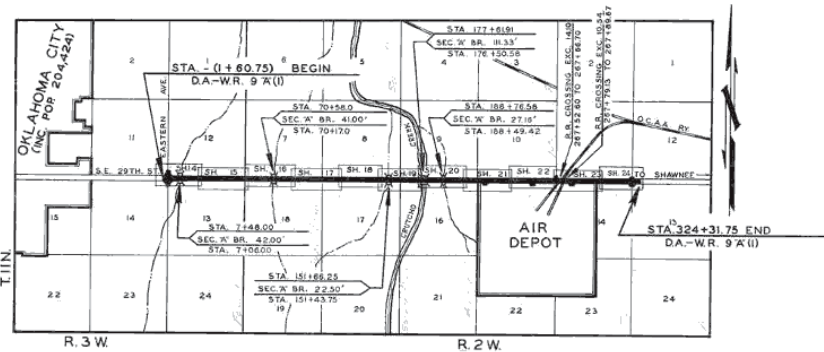
PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY
FEDERAL PROJECT NO. D.A.-W.R. 9'A(I)
STATE HIGHWAY NO. 3
OKLAHOMA COUNTY

INDEX OF SHEETS

SHEET NO.	TITLE SHEET
"	2 STATE HIGHWAY COMMISSION STANDARDS (NO. 2)
"	3 TYPICAL GRADING & PAVING SECTIONS
"	4 STD. 22' PAVEMENT SECTION (P-2C)
"	5 STD. PAVING CONSTRUCTION DETAILS (PCD-1)
"	6 STD. EXPANSION & CONTRACTION JOINTS (J-2)
"	7 SPCL. LIP CURB DRAIN
"	8-9 CONSTRUCTION DETAILS
"	10 CONSTRUCTION DETAILS OF INTERSECTION (S.E. 29 TH ST. & EASTERN AVE.)
"	11 CONSTRUCTION DETAILS OF INTERSECTION (S. STA. 316 + 21.0)
"	12 SUMMARY OF STRUCTURES
"	13 SUMMARY OF PAY QUANTITIES
"	14-24 PLAN & PROFILE
"	25 SPCL. CULVERT DETAILS
"	26 STD. CULVERT DESIGN BC-5
"	27 " " " BC-5a
"	28 " " " BC-5S RT. FWD.
"	29 " " " BC-5S4
"	30 " " " BC-5A2
"	31 " " " BC-6
"	32 " " " BC-6S RT. FWD.
"	33 " " " CP-2
"	34 " CONCRETE DROP INLET-C.D.I.
"	35 STD. CULV. DESIGN BC-5aA
"	36 STD. TIMBER SIDE DRAIN-TSD-1
"	37 " TIMBER DITCH CHECK-TDC-1
"	38 STD. GROOVED CONSTRUCTION JOINTS (BC-JOINTS)
"	39 DETAILS OF SPCL. (12'-15'-18') X 10' X 103' R.D.Y. R.C.B.
"	40 STD. CULV. DESIGN BC-9
"	41 STD. CULV. DESIGN BC-14
"	42 DETAILS OF R.C. DROP OUTLET FOR (12'-14'-12') X 6' X 64' R.C.B.
"	43 GEN. ELEV. & PLAN 30'-50'-30' I BMS
"	44 DETAILS OF SUPERSTRUCTURE
"	45-46 DETAILS OF PIERS
"	47 DETAILS OF ABUTS.
"	48 STD. CT-B
"	49 STD. CULV. DESIGN BC-12
"	50 DETAILS OF EXTENSION OF 2-12' X 10' R.C.B.
"	51-111 CROSS SECTIONS

SCALES

PLAN 1"=100'
PROFILE HOR. 1"=100'
VER. 1"=10'
CROSS SECTIONS 1"=5'
LAYOUT MAP 1"=4000'



ROADWAY LENGTH..... 32,223.87 FT..... 6.121 MI.
BRIDGE LENGTH (5)..... 243.99 FT..... 0.046 MI.
PROJECT LENGTH..... 6.167 MI.
EQUATIONS..... NONE
EXCEPTIONS - 2 GRADE CROSSINGS 24.64 FT.

CONVENTIONAL SIGNS

- PROPOSED ROAD
- RAILROADS
- RANGE & TOWNSHIP LINES
- SECTION LINES
- QUARTER SECTION LINES
- FENCES
- BASE LINE
- RIGHT-OF-WAY LINES
- GROUND LINES
- GRADE LINE
- TRAVELLED ROADS
- CULVERTS & BRIDGES
- TELEPHONE & TELEGRAPH
- POWER LINES
- BUILDINGS
- UNLOADING POINTS
- OIL WELLS
- RIGHT OF WAY MARKERS

APPROVED
THIS DAY OF _____ 1942
[Signature]
CHIEF ENGINEER
OKLAHOMA HIGHWAY COMMISSION

RECOMMENDED FOR APPROVAL
[Signature]
SENIOR HIGHWAY ENGINEER
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

RECOMMENDED FOR APPROVAL
[Signature]
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

APPROVED
[Signature]
COMMISSIONER
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

F.A. SPECIAL PROVISIONS GOVERN AND
STATE STANDARD SPECIFICATIONS GOVERN APPROVED NOV. 1, 1937

S.E. BOUNDS



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

To: Honorable Mayor and Council

From: Terri Craft, Grants Manager

Date: September 28, 2021

Subject: Discussion and consideration for adoption, including any possible amendment to the appointment of Scott Young, resident of Ward 4 to the Citizens' Advisory Committee on Housing and Community Development for a four-year term ending 8/12/25.

Ward 4 Councilperson Sean Reed nominated Midwest City Citizen Scott Young, residing at 140 W. Silver Meadow to fill the vacant seat and to represent Ward 4 on the Citizens' Advisory Committee on Housing and Community Development.

The Citizens' Advisory Committee on Housing and Community Development meets on call 4 to 5 times a year. Members of the committee serve 4-year terms.

The Citizens' Advisory Committee on Housing and Community Development members are listed as follows: Ward 1 - Mike Anderson, current term expires 8/12/25,
Ward 2, Tammy Pote, current term expires 8/12/23,
Ward 3, Greta Stewart, current term expires 8/12/25,
Ward 4, Vacant,
Ward 5, Kathy Gain, current term expires 8/12/25,
Ward 6, Elaine Winterink, current term expires 8/12/23,
Mayor's Appointee, Vacant.

Staff recommends approval.

Terri L. Craft
Grants Manager



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: September 28, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

The following computer equipment and peripheral devices are obsolete, defective or have been replaced.

	CPU	
<i>Inventory #</i>	<i>Manufacturer</i>	<i>Serial Numbers</i>
1051	Dell Optiplex 3020	5BP6B42
1058	Dell Optiplex 3020	5BP7D42
1925	Dell Optiplex 3020	4PMQFB2
84	iPad# 84	F4KLF65QF19J
1087	IT Loaner iPad	DLXNL15UG5YL
1091	iPad# 135	DMPNP8QTG5YL
1043	City Attorney iPad	DMPLN5G9F4YK
1096	PWA Line Loaner iPad	DLXN80D1F4YD
1094	PWA Line Loaner iPad	DLXN80GEF4YD
1065	IT Loaner #4	DMPM20DJF4YF
1058	Council Ward Mayor iPad	DMPLWRK8F4YD
1064	Council Ward 4 iPad	DMQLWE27F4YD
1063	Council Ward 6 iPad	DMQLWD9JF4YD
2001	iPad - Cityworks Signs	DMPNT7VYG5WQ
1061	Council Ward 1 iPad	DMQLW777F4YD
1057	Council Ward 3 iPad	DMQLWFC2F4YD
1073	Microsoft Surface Pro 3	7300442153
1964	Dell Optiplex 3020	4PMSFB2
2036	Dell Percision M4400	7MTRDH1
1054	Dell Precision T1700	D9TZD42
1026	Dell Precision T1700	HBTNB42



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1027	Dell Precision T1700	HBV8B42
	Vita Laptop	870h712
	Vita Laptop	499srz1
	Vita Laptop	g80h712
	Vita Laptop	70clrz1
973	Vita Laptop	HM4QRZ1
1017	Vita Laptop	340H712
1016	Vita Laptop	250J812
	HP 1200 Series (PWA) Printer	CNBRC17555
	MISCELLANEOUS	
	Quantity	Hardware Type
	Serial Number	
1	Desk Scanner	
6	Box of Miscellaneous	
1	Black Office Chair	
1	Dell S4048-on	H5FFY42
12	Dell Monitor	
1	Old Tool Cabinet	
1	Verizon Rugged Cover iPad Case	
1	Beetle Defense iPad Case	
1	Grey and leather iPad case	
1	TP Link 8 port switch	
1	Old Dell Charger	
1	Old AMD graphics card	
2	MCT Battery	
1	HP Laserjet 4050	USCC057107
1	Cisco SC300-10P POE Managed Switch	PS2-18091CAK
1	24-Port Patch Panel	
	Wall Mount Network Rack	
4	Monitor arms in box	
1	shure council chamber microphone	
1	XTL5000 Consolette	276CGR0328
1	XTL5000 Consolette	276CGR0334
1	XTL5000 Consolette	514CKP0000
1	XTL2500 Mobile	514CKP0001
1	XTL2500 Mobile	514CKP0002
1	XTL5000 Consolette	514CKP0003
1	XTL2500 Mobile	514CKP0004
1	XTL2500 Mobile	514CHK0675
1	XTL2500 Mobile	514CHK0689
1	XTL2500 Mobile	514CHK0683



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1	XTL2500 Mobile	514CHK0687
1	XTL2500 Mobile	514CHK0685
1	XTL2500 Mobile	514CHK0684
1	XTL2500 Mobile	514CHK0690
1	XTL2500 Mobile	514CHK0688
1	XTL2500 Mobile	514CHK0676
1	XTL5000 Consolette	276CHF0371
1	XTL5000 Consolette	276CHF0372
1	XTL5000 Consolette	276CHF0492
1	XTL5000 Consolette	276CHF0493
1	XTL5000 Consolette	276CHF0494
1	XTL5000 Consolette	276CHF0495
1	XTL5000 Consolette	276CHF0496
1	XTL5000 Consolette	276CHF0497
1	XTL2500 Mobile	514CHK0673
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1	XTL2500 Mobile	514CHK0677
1	XTL2500 Mobile	514CHK0678
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1	XTL2500 Mobile	514CHK0681
1	XTL2500 Mobile	514CHK0682
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1	XTL2500 Mobile	514CLV2475
1	XTL2500 Mobile	514CLV2467
1	XTL2500 Mobile	514CHK0631
1	XTL5000 Consolette	276CHF0369
1	XTL5000 Consolette	276CHF0370
1	XTL5000 Consolette	276CHF0498
1	XTL5000 Consolette	500CKH1299
1	XTL5000 Consolette	500CKH1300
1	XTL5000 Consolette	276CKH0636



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1	XTL5000 Consolette	276CKH0637
1	XTL2500 Mobile	514CHK0579
1	XTL2500 Mobile	514CHK0580
1	XTL2500 Mobile	514CHK0592
1	XTL2500 Mobile	514CHK0596
1	XTL2500 Mobile	514CHK0597
1	XTL2500 Mobile	514CHK0599
1	XTL2500 Mobile	514CHK0604
1	XTL2500 Mobile	514CHK0605
1	XTL2500 Mobile	514CHK0612
1	XTL2500 Mobile	514CHK0618
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1	XTL2500 Mobile	514CHK0624
1	XTL2500 Mobile	514CHK0635
1	XTL2500 Mobile	514CHK0639
1	XTL2500 Mobile	514CHK0643
1	XTL2500 Mobile	514CHK0644
1	XTL2500 Mobile	514CHK0649
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1	XTL2500 Mobile	514CHK0607
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1	XTL2500 Mobile	514CHK0655
1	XTL2500 Mobile	514CHK0672
1	XTL2500 Mobile	514CHK0585
1	XTL2500 Mobile	514CHK0593
1	XTL2500 Mobile	514CHK0668
1	XTL2500 Mobile	514CHK0586



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1	XTL2500 Mobile	514CHK0598
1	XTL2500 Mobile	514CHK0600
1	XTL2500 Mobile	514CHK0578
1	XTL2500 Mobile	514CHK0615
1	XTL2500 Mobile	514CHK0621
1	XTL2500 Mobile	514CHK0633
1	XTL2500 Mobile	514CHK0641
1	XTL2500 Mobile	514CHK0602
1	XTL2500 Mobile	514CHK0577
1	XTL2500 Mobile	514CHK0582
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1	XTL2500 Mobile	514CHK0587
1	XTL2500 Mobile	514CHK0620
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1	XTL2500 Mobile	514CHK0614
1	XTL2500 Mobile	514CHK0651
1	XTL2500 Mobile	514CHK0663
1	XTL2500 Mobile	514CHK0629
1	XTL2500 Mobile	514CHK0617
1	XTL2500 Mobile	514CHK0657
1	XTL2500 Mobile	514CHK0662
1	XTL2500 Mobile	514CHK0589
1	XTL2500 Mobile	514CHK0656
1	XTL2500 Mobile	514CHK0638
1	XTL2500 Mobile	514CHK0583
1	XTL2500 Mobile	514CHK0647
1	XTL2500 Mobile	514CHK0606
1	XTL2500 Mobile	514CHK0630
1	XTL2500 Mobile	514CHK0601
1	XTL2500 Mobile	514CHK0645
1	XTL2500 Mobile	514CHK0591
1	XTL2500 Mobile	514CHK0576
1	XTL2500 Mobile	514CHK0623
1	XTL2500 Mobile	514CHK0646
1	XTL2500 Mobile	514CHK0648
1	XTL2500 Mobile	514CHK0628
1	XTL2500 Mobile	514CHK0652
1	XTL2500 Mobile	514CHK0658



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1	XTL2500 Mobile	514CHK0632
1	XTL2500 Mobile	514CHK0594
1	XTL2500 Mobile	514CHK0581
1	XTL2500 Mobile	514CHK0616
1	XTL2500 Mobile	514CHK0609
1	XTL2500 Mobile	514CHK0642
1	XTL2500 Mobile	514CHK0671
1	XTL2500 Mobile	514CHK0611
1	XTL2500 Mobile	514CHK0640
1	XTL2500 Mobile	514CHK0653
1	XTL2500 Mobile	514CHK0659
1	XTL2500 Mobile	514CHK0665
1	XTL2500 Mobile	514CHK0619
1	XTL2500 Mobile	514CHK0613
1	XTL2500 Mobile	514CHK0627
1	XTL2500 Mobile	514CHK0636
1	XTL2500 Mobile	514CHK0634
1	XTL2500 Mobile	514CHK0608
1	XTL2500 Mobile	514CHK0584
1	Zetron iRim Radio Interface	240319
1	Zetron iRim Radio Interface	112658
1	Zetron iRim Radio Interface	112638



City Clerk Department
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1240
fax 405.869.8655

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk


DATE: September 28, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of declaring multiple office items as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the items listed below, as surplus.

- (2) ½” Binder
- (1) Calendar holder (plastic)Dis
- (1) Bag of Assorted File Folder Tabs
- (1) Box of Assorted Currency Straps
- (3) Bags of Eraser Toppers
- (2) Boxes of Staples
- (1) Bundle of Assorted Ballpoint Refills
- (1) 2 Drawer Filing Cabinet
- (1) Credenzas
- (1) Book case
- (1) Desk

Staff recommends approval.



Sara Hancock, City Clerk



Public Works Administration

R. Paul Streets,
Public Works Director
pstreets@midwestcityok.org
405-739-1061

Patrick Menefee,
City Engineer of Public Works
pmenefee@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: September 28, 2021

Subject: Discussion and consideration, including any possible amendment, of declaring the following equipment from Street Department: (1) Stihl Edger, (1) Stihl Backpack Blower, (2) Stihl Weed Eaters, (1) Stihl Chain Saw and (1) 5' x 8' Trailer as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

The equipment listed has been removed from service. There are no other operational applications available within the City.

Items for surplus:

<u>DESCRIPTION</u>	<u>EQUIPMENT #</u>	<u>SERIAL #</u>
Stihl Edger	09-07-19	521585063
Stihl Backpack Blower	09-07-34	
Stihl Weed Eater	09-07-50	
Stihl Weed Eater	09-07-30	
Stihl Chain Saw	09-07-58	
5' x 8' Trailer	09-10-14	

Approval is at discretion of the Council.

R. Paul Streets
Public Works Director



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police-Interim

DATE: September 28, 2021

SUBJECT: Discussion and consideration including any possible amendment of, declaring (6) Chevrolet Impalas as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

The items identified are property that the Midwest City Police Department no longer needs or uses and have been removed from service. Staff recommends that these items be declared surplus. None of these items are estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

060050 – 2006 Chevrolet Impala, 2G1WS551269394272
060065 - 2008 Chevrolet Impala, 2G1WS583481366004
060072 - 2008 Chevrolet Impala, 2G1WS583681336888
060073 - 2009 Chevrolet Impala, 2G1WS57M991317179
060074 - 2009 Chevrolet Impala, 2G1WS57M691314949
060075 - 2009 Chevrolet Impala, 2G1WS57M491315534

Auction services are provided to the City by:

1. www.ebay.com
2. www.govdeals.com
3. www.pulicsurplus.com

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police-Interim

Attachment: Surplus Items Detail List

City of Midwest City
Equipment Id List

Equipment	Chassis Serial#	License	DEPARTMENT	Primary Meter Reading
060050 - 2006 CHEVY IMPALA	2G1WS551269394272	OK - CI32341	POLICE	142,306 Miles
060065 - 2008 CHEVY IMPALA	2G1WS583481366004	OK - CI35454	POLICE	127,161 Miles
060072 - 2008 CHEVY IMPALA	2G1WS583681336888	OK - CI34156	POLICE	125,030 Miles
060073 - 2009 CHEVY IMPALA	2G1WS57M991317179	OK - CI12371	POLICE	125,661 Miles
060074 - 2009 CHEVY IMPALA	2G1WS57M691314949	OK - CI12375	POLICE	121,149 Miles
060075 - 2009 CHEVY IMPALA	2G1WS57M491315534	OK - CI12373	POLICE	121,168 Miles
Total	6 Equipment			





DISCUSSION ITEMS





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

TO: Honorable Mayor and Council

FROM: Terri L. Craft, Grants Manager

DATE: September 28, 2021

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

In July of 2019, application was made in the amount of \$500,000 to the Oklahoma Tourism and Recreation Department to assist in the redevelopment of Mid America Park. Along with dedicated GO bond funds as match, Phase I of the project will include an ADA compliant inclusive playground, disc golf practice area, pavilion, entry and parking.

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

A handwritten signature in cursive script that reads "Terri L. Craft".

Terri L. Craft
Grants Manager

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

National Park Service Project Number: P21AP11895-00 / 40-01247

Project Name: CITY OF MIDWEST CITY - MID AMERICA PARK EXPANSION PROJECT

Project Period: 09/010/2021-06/30/2024

Project Stage Covered by This Agreement: Entire Project

Project Cost: \$ 1,000,000.00 Approved Federal Funds: \$ 500,000.00

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

The City of Midwest City will construct a new ADA compliant inclusive playground, disc golf practice area, pavilion, parking lot and amenities at Mid America Park.

The Sponsor agrees that all wiring will be placed underground within the project boundary unless, specifically exempted by the State in writing. The Sponsor further agrees that all project development shall be in compliance with accessibility standards. Non-compliance with these or other requirements may nullify or impair Sponsor's ability to receive reimbursements under the LWCF program.

The Sponsor agrees to comply with the terms and intent of P.L. 93-234, the Flood Disaster Protection Act of 1973; P.L. 90-480, the Architectural Barriers Act of 1968; P.L. 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and all other regulations and procedures that are applicable to the Land and Water Conservation Fund Program.

Sponsor acknowledges and agrees that by signing this project agreement, all acquisition or development improvements made as a part of the project shall become and shall remain as public park or recreation facilities in perpetuity, unless otherwise approved by the State and the National Park Service.

This Agreement incorporates the provisions of the attached General Provisions which will be applied to Sponsor's project.

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

STATE OF OKLAHOMA Oklahoma

Tourism & Recreation Dept.

BY:

NAME: Kristina S. Marek

TITLE: State Liaison Officer

DATE:

POLITICAL SUBDIVISION (Sponsor)

City of Midwest City

BY:

NAME: Matthew D. Dukes, II

TITLE: Mayor

DATE: 09/28/2021

ARTICLE XXII - GENERAL AND SPECIAL PROVISIONS

1. **Lobbying Prohibition.** 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
2. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
3. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
10. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR § 200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (*2 CFR § 200.305 (5)*). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
12. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in

any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

13. Conflict of Interest

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR § 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of interest.

- (d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of

any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.

- (e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

ARTICLE XXIII – SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

ARTICLE XXIV – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

- Attachment A. LWCF General Provisions
- Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)
- Attachment C. SF-424 – Application for Federal Assistance
- Attachment D. SF-424A – Budget Information for Non-Construction Programs
- Attachment D. SF-424C – Budget Information for Construction Programs
- Attachment E. SF-424D – Assurances for Construction Programs
- Attachment F. Project Application and Attachments
- Attachment G. 36 C.F.R. Part 59

ATTACHMENT A
LWCF GENERAL PROVISIONS

Part I – Definitions

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

Part II - Continuing Assurances

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

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

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

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

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

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

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

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

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

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

Part III - Project Assurances

A. Project Application

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

B. Project Execution

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

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

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

C. Project Termination

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

D. Project Closeout

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



40-01247 – Mid-America Park

Midwest City, Oklahoma

Proposed Federal Action:

The city of Midwest City proposes to construct a new ADA compliant inclusive playground, disc golf practice area, pavilion, parking lot and amenities at Mid-America Park.

Categorical Exclusion

On the basis of the environmental impact information in the LWCF grant file, including the public and agency involvement documented on the associated Proposal Description and Environmental Screening Form, I am categorically excluding the described project from further NEPA analysis. The action is fully described in NPS DO-12, Section 3.3 F(5) which states, “Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:

- a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
- b. introduce motorized recreation vehicles;
- c. introduce active recreation pursuits into a passive recreation area;
- d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or
- e. add or alter access to the park from the surrounding area.”

None of the exceptional circumstances described in NPS DO-12, Section 3.5 apply to this project.

ROGER KNOWLTON

Digitally signed by ROGER KNOWLTON
Date: 2021.06.14 12:50:57 -05'00'

Roger A. Knowlton, Chief Recreation Grant Programs
MIDWEST REGION

Date

COST ESTIMATE
MIDWEST CITY - MID AMERICA PARK EXP

Source of Funds	Grant Request	Cash Match	In-kind Match	Donate Match	Totals
LWCF GRANT	\$ 500,000.00				\$ 500,000.00
SPONSOR		\$ 484,450.00	\$ 15,550.00		\$ 500,000.00
OTHER CONTRIBUTORS					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS	\$ 500,000.00	\$ 484,450.00	\$ 15,550.00	\$ -	\$ 1,000,000.00

Use of Funds	Grant Request	Cash Match	In-kind Match	Donate Match	Totals
I. PROFESSIONAL SERVICES					\$ -
Principal Engineer			\$ 510.00		\$ 510.00
Senior Prolect Manager			\$ 3,120.00		\$ 3,120.00
Project Manager			\$ 11,920.00		\$ 11,920.00
II. PROJECT MATERIALS					\$ -
Pavilion	\$ 30,000.00	\$ 30,000.00			\$ 60,000.00
Big Kid Playground Set	\$ 67,500.00	\$ 67,500.00			\$ 135,000.00
Toddler Playground Set	\$ 52,500.00	\$ 52,500.00			\$ 105,000.00
Accessible Swing	\$ 15,000.00	\$ 15,000.00			\$ 30,000.00
Safety Surfacing	\$ 77,850.00	\$ 77,850.00			\$ 155,700.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
III. PROJECT CONSTRUCTION					\$ -
Parking Lot	\$ 51,540.00	\$ 51,540.00			\$ 103,080.00
Traffic Circle Bloretenlon	\$ 25,000.00	\$ 25,000.00			\$ 50,000.00
Disc Golf Practice Area (ADA Compliant)	\$ 35,000.00	\$ 35,000.00			\$ 70,000.00
Retaining Wall	\$ 8,750.00	\$ 8,750.00			\$ 17,500.00
Concrete 4" sidewalk	\$ 8,760.00	\$ 8,760.00			\$ 17,520.00
Mobilization	\$ 66,050.00	\$ 66,050.00			\$ 132,100.00
Construction	\$ 62,050.00	\$ 46,500.00			\$ 108,550.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
IV. LAND DONATION					\$ -
					\$ -
TOTALS	\$ 500,000.00	\$ 484,450.00	\$ 15,550.00	\$ -	\$ 1,000,000.00



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: September 28, 2021

Subject: Discussion and consideration, for adoption, including any possible amendments of a correction of an error in the legal description of Ordinance No. 3455 approved by the City Council August 24, 2021.

Following approval of an ordinance to correct a scrivener's error for the property addressed as 9105 and 9107 E. Reno at the August 24, 2021 City Council meeting, staff noticed that a direction was inadvertently left off of the ordinance signed by the Mayor. This is a request to correct the error so that the ordinance lists the correct legal description.

Action is at the discretion of the City Council.

Action Required:

Approve or reject the ordinance to redistrict to R-6, Single Family Detached Residential and C-1, Restricted Commercial, for the property as noted herein, subject to staff comments as found in the August 24, 2021 agenda packet and made a part of PC-2086 file.

Billy Harless, AICP
Community Development Director

KG

1 **PC-2086**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE CORRECTING ONE SCRIVENERS ERROR THAT WAS AP-**
4 **PROVED WITH THE 2010 ZONING MAP, AND DIRECTING AMENDMENT OF THE**
5 **OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF**
6 **THE PROPERTIES CORRECT ZONING DISTRICT; AND PROVIDING FOR RE-**
7 **PEALER 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 reflected on
11 the official Zoning Map shall be amended to reflect the correct classification of the property's
12 zoning district as specified in this ordinance:

13 The unplatted part of the SW/4 of Section 36, T-12-N, R-2-W, beginning 732.02 feet E of
14 the SW/C of the SW/4, thence N 635ft, W 72FT, N 330ft, E 182ft, S 965ft, W 110ft, to
15 the Point of Beginning.

16 **SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are
17 hereby repealed.

18 **SECTION 4. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
19 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
20 tions of the ordinance.

21 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
22 on the _____ day of _____, 2021.

23 THE CITY OF MIDWEST CITY, OKLA-
24 HOMA

25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

30 APPROVED as to form and legality this _____ day of _____, 2021.

31 _____
32 DONALD MAISCH, City Attorney

33
34
35
36



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061

Patrick Menefee,
City Engineer of Public Works
pmenefee@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

TO: Honorable Mayor and Council

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

DATE: September 28th, 2021

SUBJECT: (TS-445) Discussion and consideration of adoption, including any possible amendment of accepting the Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive.

The applicants, the residents and the HOA of the Windsong Addition, appeared before the City Council on January 26th, 2021 requesting the City investigate the installation of a traffic signal at the intersection of S.E. 15th Street and Windsong Drive. The City entered into a contract with T.E.C. (Traffic Engineering Consultants) to do an evaluation of the intersection seeing if met the minimum requirements as stated by the MUTCD. A proposed signal project must meet these minimum requirements to be eligible for funding through the A.C.O.G. T.I.P. Safety Project funding program. The intersection does not meet those requirements at this time. The summary letter from T.E.C. and the full report are attached as part of this application. The signal study item was heard and accepted as presented by the Traffic and Safety Commission on September 16th, 2021.

Acceptance of the study is at the discretion of the council.

Patrick Menefee, P.E.
Public Works City Engineer

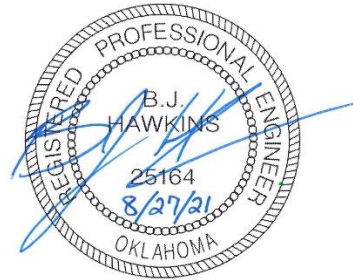
Attachment: Traffic Signal Warrant Analysis Study



TO: Patrick Menefee, P.E.
Public Works City Engineer
City of Midwest City

FROM: B.J. Hawkins, P.E., PTOE

SUBJECT: Traffic Signal Warrant Analysis
SE 15th Street and Windsong Drive
Midwest City, Oklahoma



INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was contracted by the City of Midwest City to conduct a traffic signal warrant analysis on the intersection of SE 15th Street and Windsong Drive in Midwest City, Oklahoma as shown in **Figure 1** in **Appendix A**. The intersection is currently unsignalized with northbound and southbound stop control. SE 15th Street is a four-lane east/west major arterial with a posted speed limit of 45 mph. Windsong Drive is a two-lane north/south collector street with a posted speed limit of 25 mph. There is a single-family house located north of the intersection. The house driveway is located opposite Windsong Drive and would need to be included in any potential traffic control modifications.

TRAFFIC DATA

Twenty-four hour turning movement volume counts were collected at the study intersection in August of 2021 while school was in session. The traffic volume data indicated that the a.m. peak hour occurred from 7:00 - 8:00 and the p.m. peak hour occurred from 4:45 - 5:45. The 2021 existing traffic volumes are summarized in **Figure 2** and detailed printouts of all the traffic count data are included in **Appendix B**.

The 24-hour approach volumes collected on each leg of the intersection are as follows:

- SE 15th Street west of Windsong Drive = 6,275 vpd
- SE 15th Street east of Windsong Drive = 5,332 vpd
- Windsong Drive south of SE 15th Street = 977 vpd

CRASH DATA

The crash history was evaluated at the intersection of SE 15th Street and Windsong Drive utilizing the ODOT SAFE-T: Statewide Analysis for Engineering & Technology database. The previous 6 years of crash data was collected from January 1, 2014 - December 31, 2019. The 2018-2021 data were noted that it may be incomplete and, as a precaution, the 2020 and 2021 crash data was not included in the evaluation.

The data indicated 2 collisions in 2014, 1 collision in 2015, 1 collision in 2016, 0 collisions in 2017, 0 collisions in 2018, and 0 collisions in 2019. Typically, five or more collisions at an intersection within a 12-month period indicates there may be a correctable safety issue. Based on this information, the intersection would not warrant the need for a traffic signal solely based on collision data. Detailed printouts of the crash data are included in **Appendix B**.

WARRANT ANALYSIS

To determine the need for traffic control modifications at the intersection of SE 15th Street and Windsong Drive, a traffic signal warrant analysis was conducted. The analysis was conducted using *PC-Warrants 2* which is a software package for evaluating intersections to support the installation of a multiway stop or traffic signal in accordance with the *Manual on Uniform Traffic Control Devices (MUTCD)*. This publication is a federally approved publication which governs the traffic engineering practices across the country. The MUTCD has eight sets of thresholds or “warrants” that may be evaluated at an intersection to determine whether a traffic signal should be considered to reduce accidents or delay. If one of the warrants is met the installation of a traffic signal should be considered.

The eight-hour vehicular volume, four-hour volume, peak hour, and crash experience warrants were evaluated to determine if the intersection would warrant the installation of a traffic signal. The intersection was evaluated utilizing the 2021 existing traffic volumes with existing intersection geometry. Following is a summary of the results:

SE 15th Street and Windsong Drive

- **Warrant 1 – Eight Hour Vehicular Volumes – Not Satisfied**
 - Warrant 1A – Minimum Vehicular Volume – **Not Satisfied**
(required volumes reached for 0 hours, 8 are needed)
 - Warrant 1B – Interruption of Continuous Traffic – **Not Satisfied**
(required volumes reached for 0 hours, 8 are needed)
 - Warrant 1C – Combination of Warrants – **Not Satisfied**
(required 1A volumes reached for 0 hours, 8 are needed)
(required 1B volumes reached for 1 hours, 8 are needed)

Traffic Engineering Consultants, Inc.

6000 S. Western Avenue, Suite 300 | Oklahoma City, Oklahoma 73139 | Ph. 405-720-7721
6931 S. 66th E. Avenue, Suite 100 | Tulsa, Oklahoma 74133 | Ph. 918-481-8484
217 E. Dickson Street, Suite 106 | Fayetteville, Arkansas 72701 | Ph. 479-335-5636

- **Warrant 2 – Four Hour Volumes – Not Satisfied**
(required volumes reached for 0 hours; 4 are needed)
- **Warrant 3B – Peak Hour Volumes – Not Satisfied**
(required volumes reached for 0 hours; 1 is needed)
- **Warrant 7 – Crash Experience – Not Satisfied**
(0 collisions in the previous 12 months; 5 are needed)

The results indicated that the intersection of SE 15th Street and Windsong Drive does not come close to satisfying any traffic signal warrants under the 2021 existing traffic volumes. Detailed printouts of the worksheets are included in **Appendix C**.

SUMMARY

The intersection of SE 15th Street and Windsong Drive does not currently satisfy eight-hour vehicular volume, four-hour volume, peak hour, or crash experience warrants under the 2021 existing traffic data. The intersection would not be expected to satisfy any of the vehicular volume warrants in the near future. Based on the results of the analysis, the installation of a traffic signal is not recommended at the intersection of SE 15th Street and Windsong Drive at this time.

ATTACHMENT A

Figures

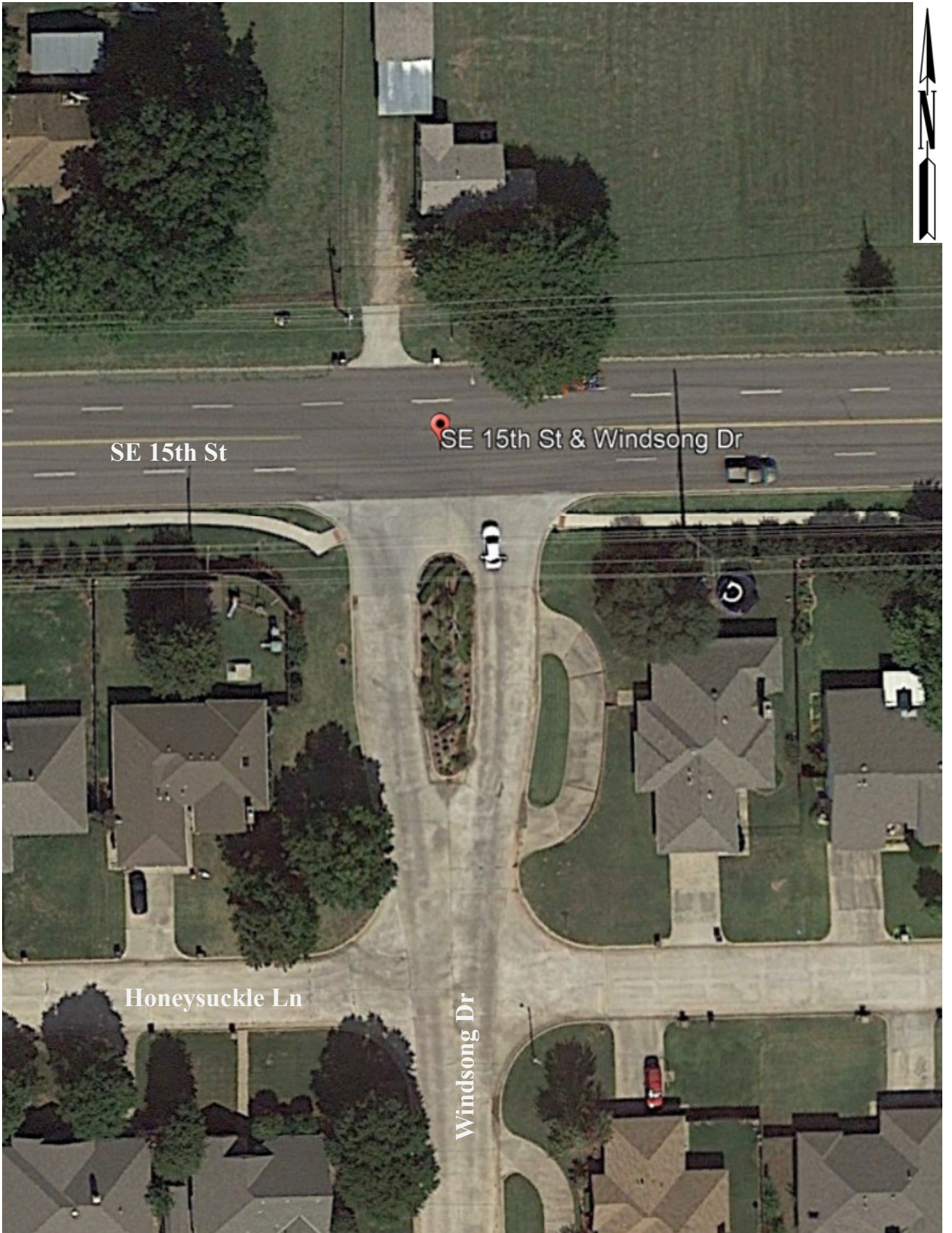
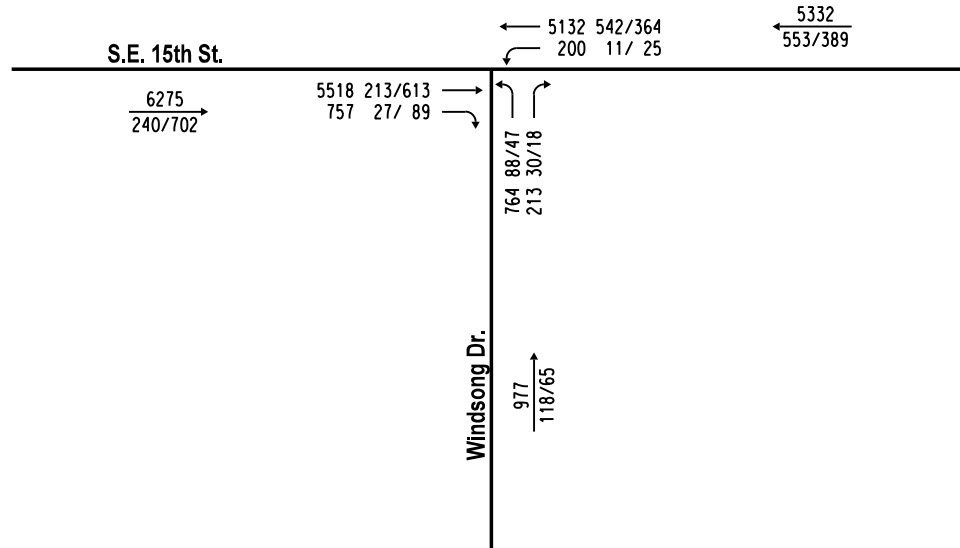


FIGURE 1. Project Location Map
SE 15th Street and Windsong Drive





LEGEND	
XXXX	XXX/XXX
24 HOUR	—
A.M. PEAK HOUR	—
P.M. PEAK HOUR	—

FIGURE 2. 2021 Existing Traffic
S.E. 15th St. and Windsong Dr.



ATTACHMENT B

Traffic Data

SE 15th St. & Windsong Dr. - TMC

Tue Aug 24, 2021

Full Length (2:30 PM-2:30 PM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
2021-08-24 2:30PM	1	79	0	80	13	4	0	17	102	8	0	110	207
2:45PM	5	85	0	90	14	6	0	20	109	10	0	119	229
Hourly Total	6	164	0	170	27	10	0	37	211	18	0	229	436
3:00PM	7	82	0	89	14	6	2	22	114	14	0	128	239
3:15PM	8	57	0	65	6	7	0	13	122	20	0	142	220
3:30PM	7	82	0	89	13	1	0	14	121	16	0	137	240
3:45PM	5	75	0	80	13	3	0	16	116	21	0	137	233
Hourly Total	27	296	0	323	46	17	2	65	473	71	0	544	932
4:00PM	5	80	0	85	11	2	0	13	172	15	0	187	285
4:15PM	10	95	0	105	14	6	0	20	132	20	0	152	277
4:30PM	3	72	0	75	14	4	0	18	142	23	0	165	258
4:45PM	8	88	0	96	6	2	0	8	150	26	0	176	280
Hourly Total	26	335	0	361	45	14	0	59	596	84	0	680	1100
5:00PM	7	89	0	96	15	7	0	22	174	27	0	201	319
5:15PM	4	96	0	100	18	6	0	24	151	22	0	173	297
5:30PM	6	91	0	97	8	3	0	11	138	14	0	152	260
5:45PM	2	69	0	71	12	10	0	22	125	17	0	142	235
Hourly Total	19	345	0	364	53	26	0	79	588	80	0	668	1111
6:00PM	3	93	0	96	16	4	0	20	125	16	0	141	257
6:15PM	2	78	0	80	15	2	1	18	120	20	0	140	238
6:30PM	3	78	0	81	12	1	0	13	112	14	0	126	220
6:45PM	4	75	0	79	4	4	0	8	102	12	0	114	201
Hourly Total	12	324	0	336	47	11	1	59	459	62	0	521	916
7:00PM	0	64	0	64	12	0	0	12	100	13	0	113	189
7:15PM	2	50	0	52	9	1	0	10	87	15	0	102	164
7:30PM	1	58	0	59	11	3	0	14	89	14	0	103	176
7:45PM	4	51	0	55	5	3	0	8	78	9	0	87	150
Hourly Total	7	223	0	230	37	7	0	44	354	51	0	405	679
8:00PM	3	38	0	41	7	0	0	7	76	18	0	94	142
8:15PM	3	61	0	64	5	3	0	8	61	9	0	70	142
8:30PM	3	32	0	35	7	2	0	9	83	10	0	93	137
8:45PM	4	32	0	36	3	5	0	8	78	11	0	89	133
Hourly Total	13	163	0	176	22	10	0	32	298	48	0	346	554
9:00PM	3	31	0	34	3	4	0	7	57	10	0	67	108
9:15PM	4	42	0	46	7	2	0	9	55	7	0	62	117
9:30PM	1	30	0	31	3	2	0	5	46	8	0	54	90
9:45PM	2	13	0	15	3	2	0	5	31	5	0	36	56
Hourly Total	10	116	0	126	16	10	0	26	189	30	0	219	371

Leg Direction	East Westbound				South Northbound				West Eastbound				
Time	L	T	U	App	L	R	U	App	T	R	U	App	Int
10:00PM	1	15	0	16	4	0	0	4	28	7	0	35	55
10:15PM	1	14	0	15	0	0	0	0	24	1	0	25	40
10:30PM	0	12	0	12	0	2	0	2	16	3	0	19	33
10:45PM	2	9	0	11	1	0	0	1	16	0	0	16	28
Hourly Total	4	50	0	54	5	2	0	7	84	11	0	95	156
11:00PM	2	7	0	9	0	0	0	0	12	2	0	14	23
11:15PM	0	4	0	4	0	0	0	0	18	2	0	20	24
11:30PM	0	4	0	4	1	0	0	1	8	1	0	9	14
11:45PM	0	3	0	3	1	0	0	1	13	0	0	13	17
Hourly Total	2	18	0	20	2	0	0	2	51	5	0	56	78
2021-08-25 12:00AM	0	2	0	2	1	0	0	1	9	2	0	11	14
12:15AM	0	2	0	2	0	0	0	0	4	2	0	6	8
12:30AM	0	1	0	1	0	0	0	0	3	1	0	4	5
12:45AM	0	3	0	3	1	0	0	1	5	1	0	6	10
Hourly Total	0	8	0	8	2	0	0	2	21	6	0	27	37
1:00AM	1	0	0	1	0	0	0	0	3	2	0	5	6
1:15AM	0	2	0	2	1	0	0	1	5	0	0	5	8
1:30AM	0	1	0	1	0	0	0	0	2	0	0	2	3
1:45AM	0	1	0	1	0	0	0	0	3	1	0	4	5
Hourly Total	1	4	0	5	1	0	0	1	13	3	0	16	22
2:00AM	0	2	0	2	0	0	0	0	2	1	0	3	5
2:15AM	0	2	0	2	0	0	0	0	2	1	0	3	5
2:30AM	0	3	0	3	0	0	0	0	2	1	0	3	6
2:45AM	0	4	0	4	1	0	0	1	5	1	0	6	11
Hourly Total	0	11	0	11	1	0	0	1	11	4	0	15	27
3:00AM	0	3	0	3	0	0	0	0	1	0	0	1	4
3:15AM	0	5	0	5	1	0	0	1	2	1	0	3	9
3:30AM	0	3	0	3	0	0	0	0	2	0	0	2	5
3:45AM	0	3	0	3	1	1	0	2	1	0	0	1	6
Hourly Total	0	14	0	14	2	1	0	3	6	1	0	7	24
4:00AM	0	10	0	10	1	0	0	1	1	1	0	2	13
4:15AM	0	10	0	10	3	0	0	3	3	0	0	3	16
4:30AM	0	14	0	14	3	0	0	3	2	1	0	3	20
4:45AM	0	15	0	15	4	0	0	4	2	1	0	3	22
Hourly Total	0	49	0	49	11	0	0	11	8	3	0	11	71
5:00AM	1	15	0	16	4	0	0	4	4	0	0	4	24
5:15AM	0	26	0	26	5	1	0	6	3	0	0	3	35
5:30AM	0	31	0	31	5	0	0	5	4	0	0	4	40
5:45AM	2	46	0	48	7	0	0	7	6	1	0	7	62
Hourly Total	3	118	0	121	21	1	0	22	17	1	0	18	161
6:00AM	0	55	0	55	6	0	0	6	7	3	0	10	71
6:15AM	3	79	0	82	7	1	0	8	11	2	0	13	103
6:30AM	1	84	0	85	14	3	0	17	19	0	0	19	121
6:45AM	1	96	0	97	10	5	0	15	26	4	0	30	142
Hourly Total	5	314	0	319	37	9	0	46	63	9	0	72	437

Leg Direction	East Westbound				South Northbound				West Eastbound				
Time	L	T	U	App	L	R	U	App	T	R	U	App	Int
7:00AM	0	135	0	135	29	7	0	36	45	7	0	52	223
7:15AM	3	140	0	143	18	13	0	31	54	5	0	59	233
7:30AM	6	147	0	153	23	5	0	28	63	10	0	73	254
7:45AM	2	120	0	122	18	5	0	23	51	5	0	56	201
Hourly Total	11	542	0	553	88	30	0	118	213	27	0	240	911
8:00AM	4	87	0	91	11	10	0	21	42	6	0	48	160
8:15AM	3	117	0	120	14	4	0	18	44	5	0	49	187
8:30AM	5	103	0	108	13	3	0	16	41	5	0	46	170
8:45AM	2	85	0	87	19	0	0	19	62	9	0	71	177
Hourly Total	14	392	0	406	57	17	0	74	189	25	0	214	694
9:00AM	2	92	0	94	15	0	0	15	46	13	0	59	168
9:15AM	0	74	0	74	15	0	0	15	51	2	0	53	142
9:30AM	0	90	0	90	14	0	0	14	55	8	0	63	167
9:45AM	1	80	0	81	10	4	0	14	51	5	0	56	151
Hourly Total	3	336	0	339	54	4	0	58	203	28	0	231	628
10:00AM	3	67	0	70	11	1	0	12	44	12	0	56	138
10:15AM	0	65	0	65	12	2	0	14	67	6	0	73	152
10:30AM	1	74	0	75	12	2	0	14	71	8	0	79	168
10:45AM	3	73	0	76	9	1	0	10	61	4	0	65	151
Hourly Total	7	279	0	286	44	6	0	50	243	30	0	273	609
11:00AM	1	74	0	75	12	6	0	18	68	6	0	74	167
11:15AM	2	80	0	82	8	5	0	13	77	11	0	88	183
11:30AM	3	89	0	92	8	2	0	10	62	10	0	72	174
11:45AM	3	69	0	72	12	0	0	12	74	16	0	90	174
Hourly Total	9	312	0	321	40	13	0	53	281	43	0	324	698
12:00PM	2	68	0	70	10	0	0	10	103	9	0	112	192
12:15PM	2	82	0	84	13	5	0	18	101	13	0	114	216
12:30PM	0	86	0	86	11	4	0	15	95	16	0	111	212
12:45PM	4	66	0	70	13	0	0	13	102	14	0	116	199
Hourly Total	8	302	0	310	47	9	0	56	401	52	0	453	819
1:00PM	2	71	0	73	12	6	0	18	88	9	0	97	188
1:15PM	4	71	0	75	10	3	0	13	83	12	0	95	183
1:30PM	0	69	0	69	9	1	0	10	81	13	0	94	173
1:45PM	2	71	0	73	5	1	0	6	79	11	0	90	169
Hourly Total	8	282	0	290	36	11	0	47	331	45	0	376	713
2:00PM	3	65	0	68	11	2	0	13	96	13	0	109	190
2:15PM	2	70	0	72	9	3	0	12	119	7	0	126	210
Hourly Total	5	135	0	140	20	5	0	25	215	20	0	235	400
Total	200	5132	0	5332	761	213	3	977	5518	757	0	6275	12584
% Approach	3.8%	96.2%	0%	-	77.9%	21.8%	0.3%	-	87.9%	12.1%	0%	-	-
% Total	1.6%	40.8%	0%	42.4%	6.0%	1.7%	0%	7.8%	43.8%	6.0%	0%	49.9%	-
Lights	192	5089	0	5281	757	202	3	962	5476	749	0	6225	12468
% Lights	96.0%	99.2%	0%	99.0%	99.5%	94.8%	100%	98.5%	99.2%	98.9%	0%	99.2%	99.1%
Articulated Trucks	0	2	0	2	0	0	0	0	1	1	0	2	4
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.1%	0%	0%	0%

Leg Direction	East Westbound				South Northbound				West Eastbound				
Time	L	T	U	App	L	R	U	App	T	R	U	App	Int

Buses and Single-Unit Trucks	8	41	0	49	4	11	0	15	41	7	0	48	112
% Buses and Single-Unit Trucks	4.0%	0.8%	0%	0.9%	0.5%	5.2%	0%	1.5%	0.7%	0.9%	0%	0.8%	0.9%

*L: Left, R: Right, T: Thru, U: U-Turn

SE 15th St. & Windsong Dr. - TMC

Tue Aug 24, 2021

Full Length (2:30 PM-2:30 PM (+1))

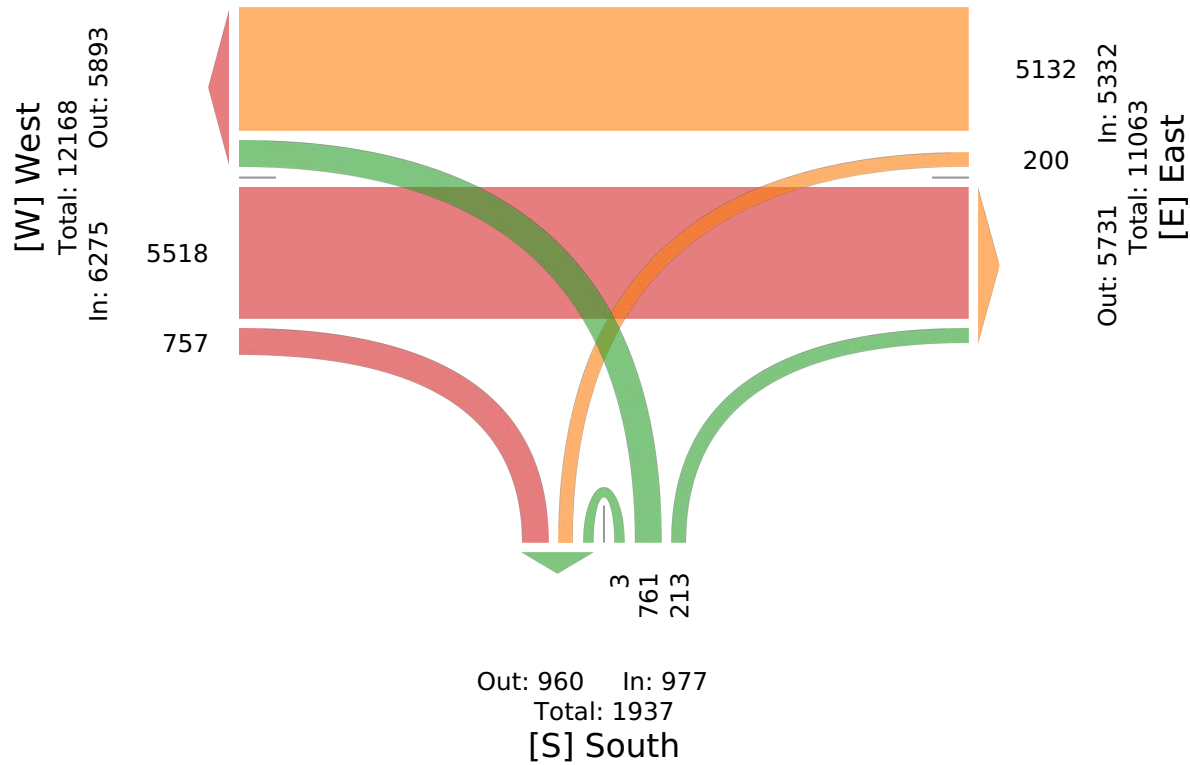
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



SE 15th St. & Windsong Dr. - TMC

Tue Aug 24, 2021

PM Peak (Aug 24 2021 4:45PM - 5:45 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
2021-08-24 4:45PM	8	88	0	96	6	2	0	8	150	26	0	176	280
5:00PM	7	89	0	96	15	7	0	22	174	27	0	201	319
5:15PM	4	96	0	100	18	6	0	24	151	22	0	173	297
5:30PM	6	91	0	97	8	3	0	11	138	14	0	152	260
Total	25	364	0	389	47	18	0	65	613	89	0	702	1156
% Approach	6.4%	93.6%	0%	-	72.3%	27.7%	0%	-	87.3%	12.7%	0%	-	-
% Total	2.2%	31.5%	0%	33.7%	4.1%	1.6%	0%	5.6%	53.0%	7.7%	0%	60.7%	-
PHF	0.781	0.948	-	0.973	0.653	0.643	-	0.677	0.881	0.824	-	0.873	0.906
Lights	25	361	0	386	46	18	0	64	612	88	0	700	1150
% Lights	100%	99.2%	0%	99.2%	97.9%	100%	0%	98.5%	99.8%	98.9%	0%	99.7%	99.5%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	0	3	0	3	1	0	0	1	1	1	0	2	6
% Buses and Single-Unit Trucks	0%	0.8%	0%	0.8%	2.1%	0%	0%	1.5%	0.2%	1.1%	0%	0.3%	0.5%

* L: Left, R: Right, T: Thru, U: U-Turn

SE 15th St. & Windsong Dr. - TMC

Tue Aug 24, 2021

PM Peak (Aug 24 2021 4:45PM - 5:45 PM) - Overall Peak Hour

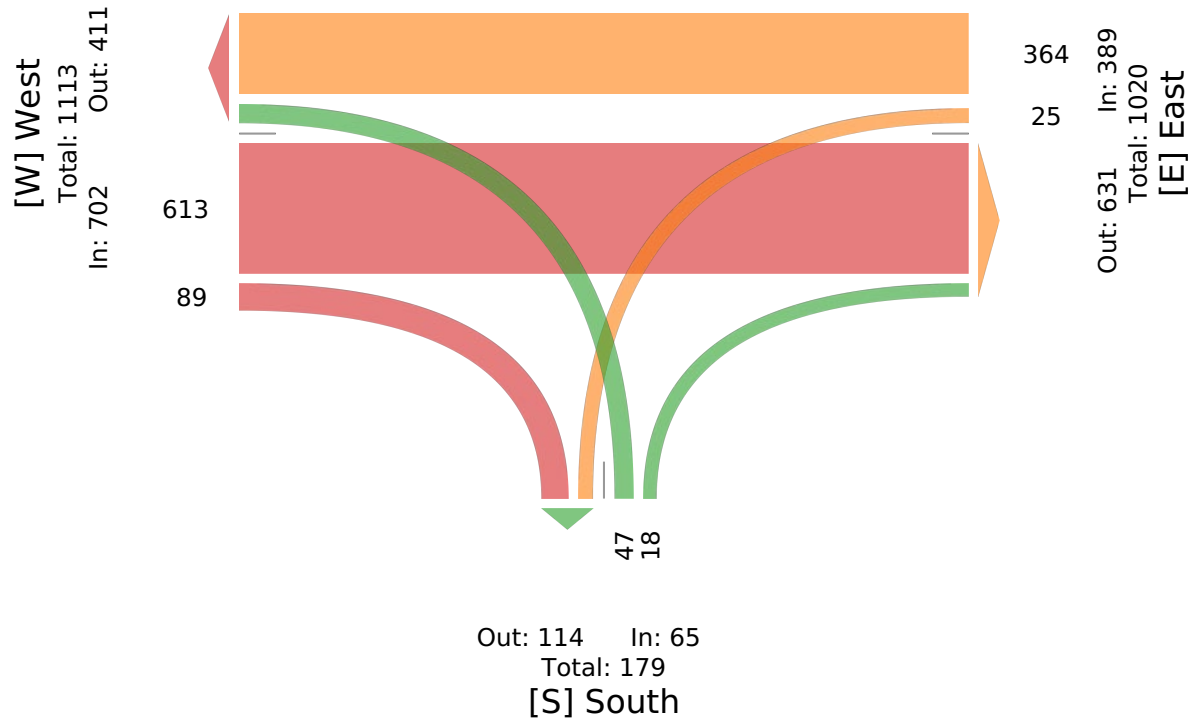
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



SE 15th St. & Windsong Dr. - TMC

Wed Aug 25, 2021

AM Peak (Aug 25 2021 7AM - 8 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
2021-08-25 7:00AM	0	135	0	135	29	7	0	36	45	7	0	52	223
7:15AM	3	140	0	143	18	13	0	31	54	5	0	59	233
7:30AM	6	147	0	153	23	5	0	28	63	10	0	73	254
7:45AM	2	120	0	122	18	5	0	23	51	5	0	56	201
Total	11	542	0	553	88	30	0	118	213	27	0	240	911
% Approach	2.0%	98.0%	0%	-	74.6%	25.4%	0%	-	88.8%	11.3%	0%	-	-
% Total	1.2%	59.5%	0%	60.7%	9.7%	3.3%	0%	13.0%	23.4%	3.0%	0%	26.3%	-
PHF	0.458	0.922	-	0.904	0.759	0.577	-	0.819	0.845	0.675	-	0.822	0.897
Lights	11	542	0	553	88	30	0	118	208	27	0	235	906
% Lights	100%	100%	0%	100%	100%	100%	0%	100%	97.7%	100%	0%	97.9%	99.5%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	0	0	0	0	0	0	0	0	5	0	0	5	5
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0%	0%	2.3%	0%	0%	2.1%	0.5%

* L: Left, R: Right, T: Thru, U: U-Turn

SE 15th St. & Windsong Dr. - TMC

Wed Aug 25, 2021

AM Peak (Aug 25 2021 7AM - 8 AM)

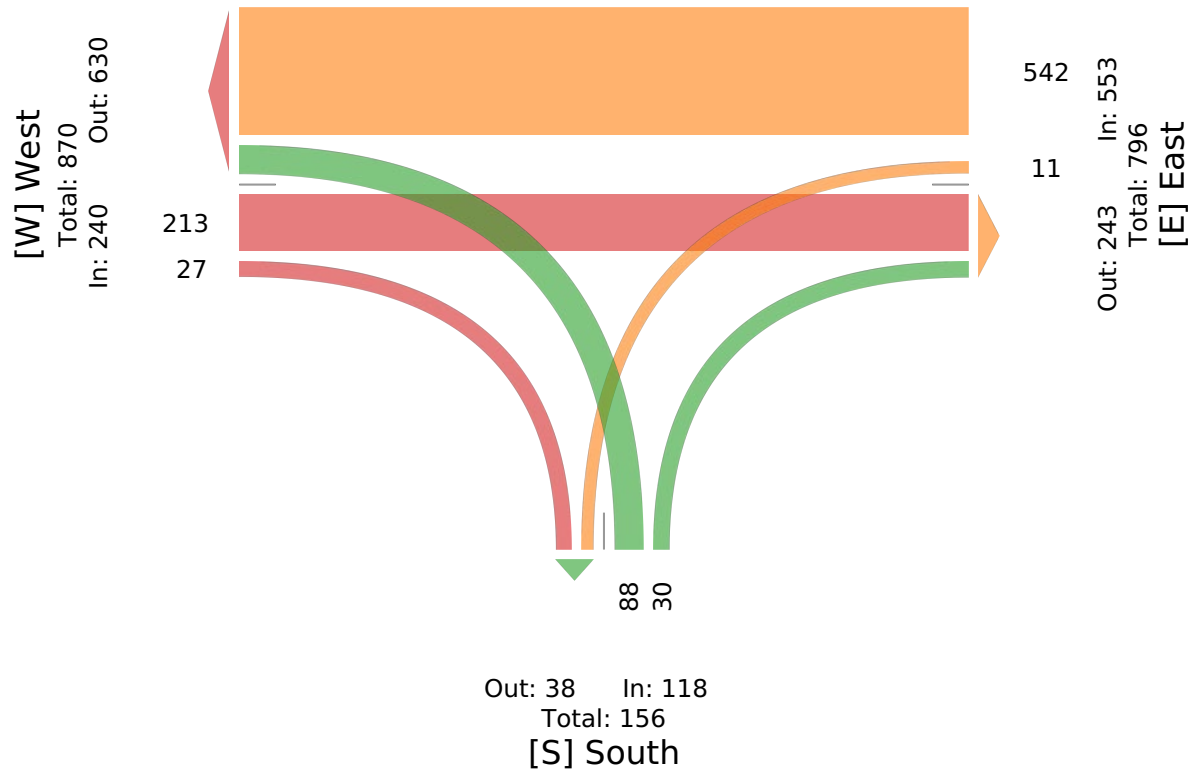
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



SE 15th St. & Windsong Dr. - TMC

Wed Aug 25, 2021

Midday Peak (Aug 25 2021 12PM - 1 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	East Westbound				South Northbound				West Eastbound				Int
	L	T	U	App	L	R	U	App	T	R	U	App	
2021-08-25 12:00PM	2	68	0	70	10	0	0	10	103	9	0	112	192
12:15PM	2	82	0	84	13	5	0	18	101	13	0	114	216
12:30PM	0	86	0	86	11	4	0	15	95	16	0	111	212
12:45PM	4	66	0	70	13	0	0	13	102	14	0	116	199
Total	8	302	0	310	47	9	0	56	401	52	0	453	819
% Approach	2.6%	97.4%	0%	-	83.9%	16.1%	0%	-	88.5%	11.5%	0%	-	-
% Total	1.0%	36.9%	0%	37.9%	5.7%	1.1%	0%	6.8%	49.0%	6.3%	0%	55.3%	-
PHF	0.500	0.878	-	0.901	0.904	0.450	-	0.778	0.973	0.813	-	0.976	0.948
Lights	8	299	0	307	47	8	0	55	395	52	0	447	809
% Lights	100%	99.0%	0%	99.0%	100%	88.9%	0%	98.2%	98.5%	100%	0%	98.7%	98.8%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	0	3	0	3	0	1	0	1	6	0	0	6	10
% Buses and Single-Unit Trucks	0%	1.0%	0%	1.0%	0%	11.1%	0%	1.8%	1.5%	0%	0%	1.3%	1.2%

* L: Left, R: Right, T: Thru, U: U-Turn

SE 15th St. & Windsong Dr. - TMC

Wed Aug 25, 2021

Midday Peak (Aug 25 2021 12PM - 1 PM)

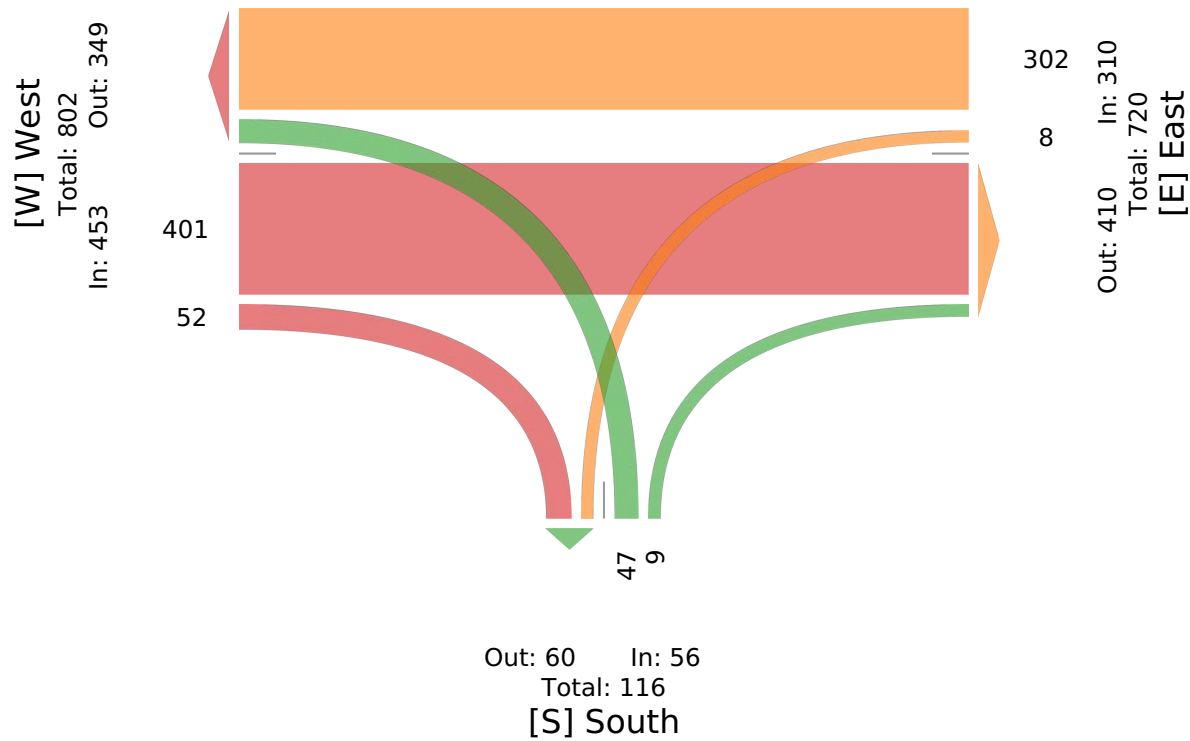
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865991, Location: 35.449788, -97.342308



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US





Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021
 by BJ Hawkins

Study Map & Totals

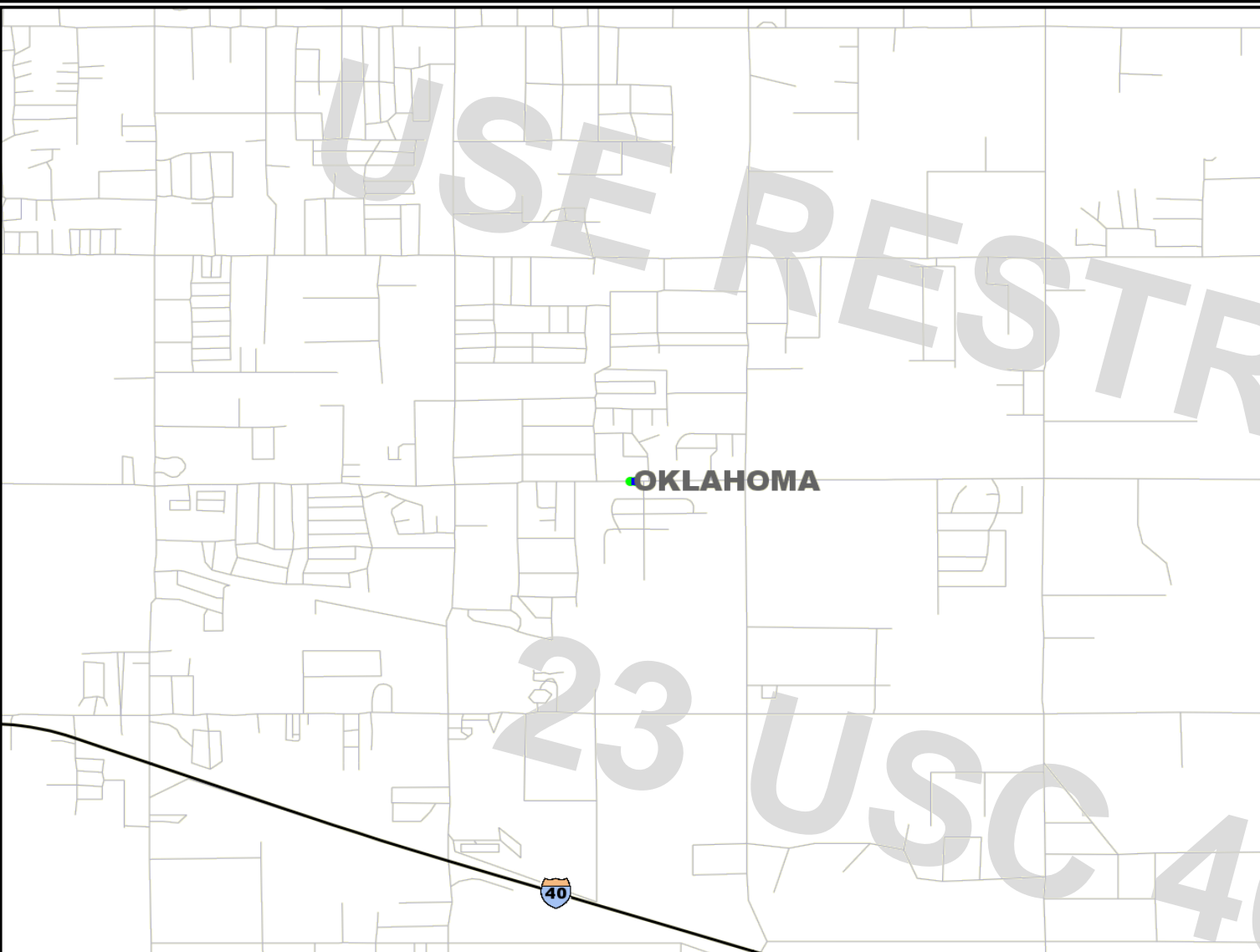
Legend

▲	Fatality
■	Injury
●	Property Damage



Remarks:

NONE



SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 thru 08-26-2021

	2014						2015						2016					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions					2	2			1			1				1		1
Persons						0			2			2				1		1



STUDY TOTALS (CONT.)

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

	2017						2018*						2019*					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions						0						0						0
Persons						0						0						0

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

	2020*						2021*					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions						0						0
Persons						0						0

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

	Study Total					
	Fatality	Suspected Serious Injury	Non-Incapacitating Injury	Possible Injury	Property Damage	Total
Collisions			1	1	2	4
Persons			2	1		3



STUDY TOTALS - BY CITY AND HWY CLASS

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

STUDY TOTALS

Year	HIGHWAY COLLISIONS				CITY STREET COLLISIONS				COUNTY ROAD COLLISIONS				TOTAL COLLISIONS			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
2014							2	2							2	2
2015						1		1						1		1
2016						1		1						1		1
Total:				0		2	2	4				0		2	2	4

County: (55) OKLAHOMA

	HIGHWAY COLLISIONS				CITY STREET COLLISIONS				COUNTY ROAD COLLISIONS				TOTAL COLLISIONS			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
(55) MIDWEST CITY						2	2	4						2	2	4

23 USC 409

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Collisions By Type Of Collision

Type Of Collision	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Rear-End (front-to-rear)						1		1												
Head-On (front-to-front)			1	1																
Right Angle (front-to-side)									1			1								
Angle Turning			1	1																
Other Angle																				
Sideswipe Same Direction																				
Sideswipe Opposite Direction																				
Fixed Object																				
Pedestrian																				
Pedal Cycle																				
Animal																				
Overturn/Rollover																				
Vehicle-Train																				
Other Single Vehicle Crash																				
Other																				
Total			2	2		1		1		1		1								
Percent			50.0	50.0		25.0		25.0		25.0		25.0								

Collisions By Type Of Collision

Type Of Collision	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Rear-End (front-to-rear)														1		1	25.0
Head-On (front-to-front)															1	1	25.0
Right Angle (front-to-side)														1		1	25.0
Angle Turning															1	1	25.0
Other Angle																	
Sideswipe Same Direction																	
Sideswipe Opposite Direction																	
Fixed Object																	
Pedestrian																	
Pedal Cycle																	
Animal																	
Overturn/Rollover																	
Vehicle-Train																	
Other Single Vehicle Crash																	
Other																	
Total														2	2	4	100
Percent														50.0	50.0	100	

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Units By Unit Type

Unit Type	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Train																				
Pedestrian																				
Animal																				
Pedal Cycle																				
Parked Vehicle																				
CMV																				
Other Single Vehicle																				
Other Multi-Vehicle			4	4		2		2		2		2								
Total			4	4		2		2		2		2								
Percent			50.0	50.0		25.0		25.0		25.0		25.0								

Units By Unit Type

Unit Type	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Train																	
Pedestrian																	
Animal																	
Pedal Cycle																	
Parked Vehicle																	
CMV																	
Other Single Vehicle																	
Other Multi-Vehicle													4	4		8	100.0
Total													4	4		8	100
Percent													50.0	50.0		100	

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Vehicles By Vehicle Type

Vehicle Type	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Passenger Vehicle-2 Door																				
Passenger Vehicle-4 Door			2	2					1	1	2									
Passenger Vehicle-Convertible																				
Pickup Truck						1	1	2												
Single-Unit Truck (2 axles)																				
Single-Unit Truck (3 or more axles)																				
School Bus																				
Truck/Trailer																				
Truck-Tractor (bobtail)																				
Truck-Tractor/Semi-Trailer																				
Truck-Tractor/Double																				
Truck-Tractor/Triple																				
Bus/Large Van (9-15 seats)																				
Bus (16+ seats)																				
Motorcycle																				
Motor Scooter/Moped																				
Motor Home																				
Farm Machinery																				
ATV																				
Sport Utility Vehicle (SUV)			2	2																
Passenger Van																				
Truck More Than 10,000 lbs.																				
Van (10,000 lbs. or less)																				
Other																				
Total			4	4		1	1	2		1	1	2								
Percent			50.0	50.0		12.5	12.5	25.0		12.5	12.5	25.0								

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Vehicles By Vehicle Type

Vehicle Type	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Passenger Vehicle-2 Door																	
Passenger Vehicle-4 Door														1	3	4	50.0
Passenger Vehicle-Convertible																	
Pickup Truck														1	1	2	25.0
Single-Unit Truck (2 axles)																	
Single-Unit Truck (3 or more axles)																	
School Bus																	
Truck/Trailer																	
Truck-Tractor (bobtail)																	
Truck-Tractor/Semi-Trailer																	
Truck-Tractor/Double																	
Truck-Tractor/Triple																	
Bus/Large Van (9-15 seats)																	
Bus (16+ seats)																	
Motorcycle																	
Motor Scooter/Moped																	
Motor Home																	
Farm Machinery																	
ATV																	
Sport Utility Vehicle (SUV)															2	2	25.0
Passenger Van																	
Truck More Than 10,000 lbs.																	
Van (10,000 lbs. or less)																	
Other																	
Total														2	6	8	100
Percent														25.0	75.0	100	

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Day And Time Of Occurrence Of Collisions

Day	Hour Of The Day																								Tot	Pcnt																								
	AM												PM																																					
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12																										
Sunday																																																		
Monday																																																		
Tuesday																1		1							2	50.0																								
Wednesday																																																		
Thursday																																																		
Friday															1		1								2	50.0																								
Saturday																																																		
	Early Morning - Sunrise						Morning Peak						Mid Morning/Afternoon						PM Peak						Evening - Late Night						Tot	Pcnt																		
Total																																																	4	100
Percent													25.0												75.0																								100	

Roadway/Lighting

Roadway Conditions	Lighting Conditions					Total	Percent
	Daylight	Darkness	Twilight	Lighted	Unknown		
Dry	2	1	1			4	100.0
Wet (Water)							
Ice, Snow, or Slush							
Mud, Dirt, Gravel, or Sand							
Other							
Total	2	1	1			4	100
Percent	50.0	25.0	25.0			100	

Weather Conditions

Weather Conditions	Total	Percent
Clear	4	100.0
Clouds Present		
Raining/Fog		
Snowing/Sleet/Hail		
Other		
Total	4	100



TABULATION OF COLLISIONS

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
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 Created: 08/26/2021 by BJ Hawkins

Drivers By Driver Conditions

Unsafe/Unlawful	Apparently Normal			Alcohol Involved						Sleep Suspected			Drug Use Indicated			Unknown Condition			Total				
				Ability Impaired			Odor Detected																
	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Total	Pcnt
Failed to Yield			2																		2	2	25.0
Failed to Stop		1	1																		1	1	25.0
Failed to Signal																							
Improper Turn																							
Improper Start																							
Improper Stop																							
Improper Backing																							
Improper Parking																							
Improper Passing																							
Improper Lane Change																							
Left of Center																							
Following Too Close																							
Unsafe Speed																							
DWI																							
Inattention		1																			1	1	12.5
Negligent Driving																							
Defective Vehicle																							
Wrong Way																							
No Improper Action		2	1																		2	1	37.5
Other																							
Total		4	4																		4	4	100
Percent		50.0	50.0																		50.0	50.0	100

Severities Indicate Highest Severity in Collision

Collisions By Special Feature

Special Feature	Total			
	Fat	Inj *	PD	Tot
Bridge				
Work Zone				
Cross Median				
Train Collision				

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



STUDY CRITERIA

SE 15TH STREET AND WINDSONG DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

ROADWAY / REGION

QUERY OVER	SELECTIONS
Draw Area on Map	User Selection on Map

DATE

Date Range	01-01-2014 to 08-26-2021
------------	--------------------------

FILTER COLLISIONS

Roadway Type	All Collision Data
Incl. Crashes Assoc. w/ Every Int.	Checked
Environment Fields	

REPORT SECTIONS

Collision Map & Study Totals	(Included)
Collision Analysis Tables	(Included)
- Totals By City, Hwy Class	Checked
- Other Analysis Tables	Checked
Rate Analysis	(Included)
Query Criteria	(Included)

23 USC 409

ATTACHMENT C

Analysis Print-Outs

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Signal Warrants - Summary

Major Street Approaches

Eastbound: SE 15

Number of Lanes : 2+

Total Approach Volume: 6,275

Westbound: SE 15

Number of Lanes :2+

Total Approach Volume: 5,320

Minor Street Approaches

Northbound: Windsong Dr

Number of Lanes :2+

Total Approach Volume: 977

Warrant Summary (Urban Values Apply)

Warrant 1 - Eight Hour Vehicular Volumes.....Not Satisfied

Warrant 1A - Minimum Vehicular Volume.....Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1B - Interruption of Continuous Traffic.....Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1C - Combination of Warrants.....Not Satisfied

Required 1A volumes reached for 0 hours, 8 are needed

Required 1B volumes reached for 1 hours, 8 are needed

Warrant 2 - Four Hour Volumes.....Not Satisfied

Number of hours (0) volumes exceed minimum < minimum required (4).

Warrant 3 - Peak Hour.....Not Satisfied

Warrant 3A - Peak Hour Delay.....Not Satisfied

Approach volumes on minor street don't exceed minimums for any one hour period. Delay data not evaluated.

Warrant 3B - Peak Hour Volumes.....Not Satisfied

Volumes do not exceed minimums for any one hour period.

Warrant 4 - Pedestrian Volumes.....Not Evaluated

Warrant 5 - School Crossing.....Not Evaluated

Warrant 6 - Coordinated Signal System.....Not Evaluated

Warrant 7 - Crash Experience.....Not Satisfied

Number of accidents (0) is less than minimum (5). Volume minimums are not met.

Warrant 8 - Roadway Network.....Not Evaluated

Warrant 9 - Intersection Near a Grade Crossing.....Not Evaluated

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 1A - Minimum Volumes

Description

Intended for sites where the volume of intersecting traffic is the principal reason for consideration of a signal installation.

Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Volume Requirements

Veh/Hr Major = **600**

Veh/Hr Minor = **200**

Time	Major Road SE 15				=	Total	Minor Road Windsong Dr		Met?
	Major EB	+	Major WB	Minor NB			Minor SB		
16:00 - 17:00	680	+	361	=	1041	59	0	No	
16:15 - 17:15	680	+	361	=	1041	59	0	No	
16:30 - 17:30	680	+	361	=	1041	59	0	No	
16:45 - 17:45	680	+	361	=	1041	59	0	No	
17:00 - 18:00	668	+	364	=	1032	79	0	No	
17:15 - 18:15	668	+	364	=	1032	79	0	No	
17:30 - 18:30	668	+	364	=	1032	79	0	No	
17:45 - 18:45	668	+	364	=	1032	79	0	No	
15:00 - 16:00	544	+	323	=	867	65	0	No	
15:15 - 16:15	544	+	323	=	867	65	0	No	
15:30 - 16:30	544	+	323	=	867	65	0	No	
15:45 - 16:45	544	+	323	=	867	65	0	No	
18:00 - 19:00	521	+	324	=	845	59	0	No	
18:15 - 19:15	521	+	324	=	845	59	0	No	
18:30 - 19:30	521	+	324	=	845	59	0	No	
18:45 - 19:45	521	+	324	=	845	59	0	No	
07:00 - 08:00	240	+	553	=	793	118	0	No	
07:15 - 08:15	240	+	553	=	793	118	0	No	
07:30 - 08:30	240	+	553	=	793	118	0	No	
07:45 - 08:45	240	+	553	=	793	118	0	No	
14:00 - 15:00	464	+	310	=	774	62	0	No	
14:15 - 15:15	464	+	310	=	774	62	0	No	
14:30 - 15:30	464	+	310	=	774	62	0	No	
14:45 - 15:45	464	+	310	=	774	62	0	No	
12:00 - 13:00	453		310		763	56	0	No	

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 1B - Interruption of Continuous Traffic

Description

Intended for sites where the volume of the major street is so heavy that traffic on the minor street suffers excessive delay or hazard.

Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Volume Requirements

Veh/Hr Major = **900**

Veh/Hr Minor = **100**

Time	Major Road SE 15				=	Total	Minor Road Windsong Dr		Met?
	Major EB	+	Major WB				Minor NB	Minor SB	
16:00 - 17:00	680	+	361	=	1041	59	0	No	
16:15 - 17:15	680	+	361	=	1041	59	0	No	
16:30 - 17:30	680	+	361	=	1041	59	0	No	
16:45 - 17:45	680	+	361	=	1041	59	0	No	
17:00 - 18:00	668	+	364	=	1032	79	0	No	
17:15 - 18:15	668	+	364	=	1032	79	0	No	
17:30 - 18:30	668	+	364	=	1032	79	0	No	
17:45 - 18:45	668	+	364	=	1032	79	0	No	
15:00 - 16:00	544	+	323	=	867	65	0	No	
15:15 - 16:15	544	+	323	=	867	65	0	No	
15:30 - 16:30	544	+	323	=	867	65	0	No	
15:45 - 16:45	544	+	323	=	867	65	0	No	
18:00 - 19:00	521	+	324	=	845	59	0	No	
18:15 - 19:15	521	+	324	=	845	59	0	No	
18:30 - 19:30	521	+	324	=	845	59	0	No	
18:45 - 19:45	521	+	324	=	845	59	0	No	
07:00 - 08:00	240	+	553	=	793	118	0	No	
07:15 - 08:15	240	+	553	=	793	118	0	No	
07:30 - 08:30	240	+	553	=	793	118	0	No	
07:45 - 08:45	240	+	553	=	793	118	0	No	
14:00 - 15:00	464	+	310	=	774	62	0	No	
14:15 - 15:15	464	+	310	=	774	62	0	No	
14:30 - 15:30	464	+	310	=	774	62	0	No	
14:45 - 15:45	464	+	310	=	774	62	0	No	
12:00 - 13:00	453		310		763	56	0	No	

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 1C Combination of Warrants

Description

Intended for sites where the traffic volumes don't meet individual warrants but where Warrants 1A and 1B are both met to 80% of their stated values.

Summary

Only 0 hours meet 1A minimums.
Only 1 hours meet 1B minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
Number of Major Lanes = **2 or more**
Number of Minor Lanes = **2 or more**

Volume Requirements

Warrant 1A 1B
Veh/Hr Major = **480 720**

Veh/Hr Minor = **160 80**

Major Road

SE 15

Minor Road

Windsong Dr

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No
15:45 - 16:45	544	+	323	=	867	65	0	No

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
07:00 - 08:00	240	+	553	=	793	118	0	Yes
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 2 - Four Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during any four hours of the day is the principal reason for consideration of a signal installation.

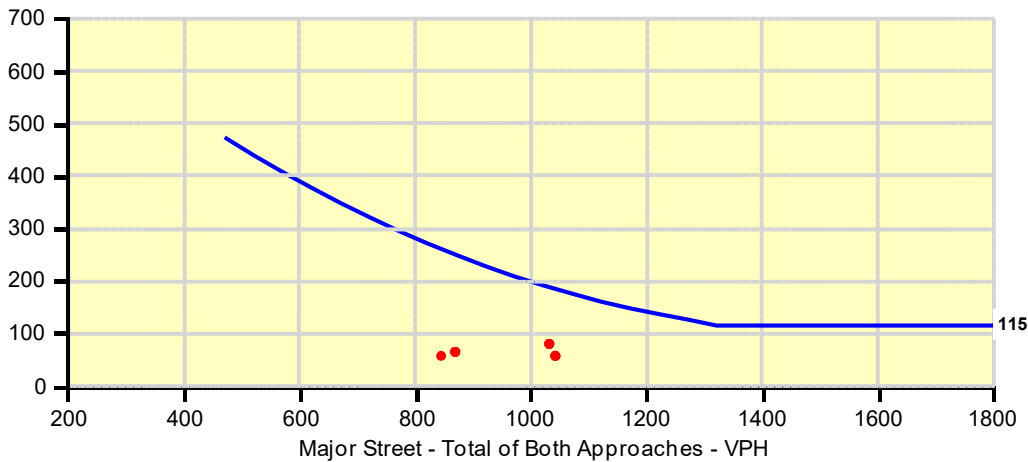
Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Time	Major Road SE 15				=	Total	Minor Road Windsong Dr		Met?
	Major EB	+	Major WB				Minor NB	Minor SB	
16:15 - 17:15	680	+	361	=	1041	59	0	No	
16:30 - 17:30	680	+	361	=	1041	59	0	No	
16:45 - 17:45	680	+	361	=	1041	59	0	No	
16:00 - 17:00	680	+	361	=	1041	59	0	No	
17:15 - 18:15	668	+	364	=	1032	79	0	No	
17:30 - 18:30	668	+	364	=	1032	79	0	No	
17:45 - 18:45	668	+	364	=	1032	79	0	No	
17:00 - 18:00	668	+	364	=	1032	79	0	No	
15:00 - 16:00	544	+	323	=	867	65	0	No	
15:15 - 16:15	544	+	323	=	867	65	0	No	
15:30 - 16:30	544	+	323	=	867	65	0	No	



SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 3A - Peak Hour Delay

Description

Intended for sites where for one hour of the day minor street traffic suffers undue traffic delay entering or crossing the major street.

Summary

44 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Number of Minor Lanes = **2 or more**

Volume and Delay Requirements

Veh/Hr All Approaches = **650**

Veh/Hr Minor = **150**

Total Delay (Veh-Hrs) = **5**

Time	Major Road SE 15			Minor Road Windsong Dr			Warrant Met?		
	Total of All Approaches	Met?	Minor NB	Delay NB	Met?	Minor SB		Delay SB	Met?
17:00 - 18:00	1111	Yes	79	-	No	0	-	---	No
17:15 - 18:15	1111	Yes	79	-	No	0	-	---	No
17:30 - 18:30	1111	Yes	79	-	No	0	-	---	No
17:45 - 18:45	1111	Yes	79	-	No	0	-	---	No
16:00 - 17:00	1100	Yes	59	-	No	0	-	---	No
16:15 - 17:15	1100	Yes	59	-	No	0	-	---	No
16:30 - 17:30	1100	Yes	59	-	No	0	-	---	No
16:45 - 17:45	1100	Yes	59	-	No	0	-	---	No
15:00 - 16:00	932	Yes	65	-	No	0	-	---	No
15:15 - 16:15	932	Yes	65	-	No	0	-	---	No
15:30 - 16:30	932	Yes	65	-	No	0	-	---	No
15:45 - 16:45	932	Yes	65	-	No	0	-	---	No
07:00 - 08:00	911	Yes	118	-	No	0	-	---	No
07:15 - 08:15	911	Yes	118	-	No	0	-	---	No
07:30 - 08:30	911	Yes	118	-	No	0	-	---	No
07:45 - 08:45	911	Yes	118	-	No	0	-	---	No
18:15 - 19:15	904	Yes	59	-	No	0	-	---	No
18:30 - 19:30	904	Yes	59	-	No	0	-	---	No
18:45 - 19:45	904	Yes	59	-	No	0	-	---	No
18:00 - 19:00	904	Yes	59	-	No	0	-	---	No
14:00 - 15:00	836	Yes	62	-	No	0	-	---	No
14:15 - 15:15	836	Yes	62	-	No	0	-	---	No
14:30 - 15:30	836	Yes	62	-	No	0	-	---	No
14:45 - 15:45	836	Yes	62	-	No	0	-	---	No
12:00 - 13:00	819	Yes	56	-	No	0	-	---	No

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 3B - Peak Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during one hour of the day is the principal reason for consideration of a signal installation.

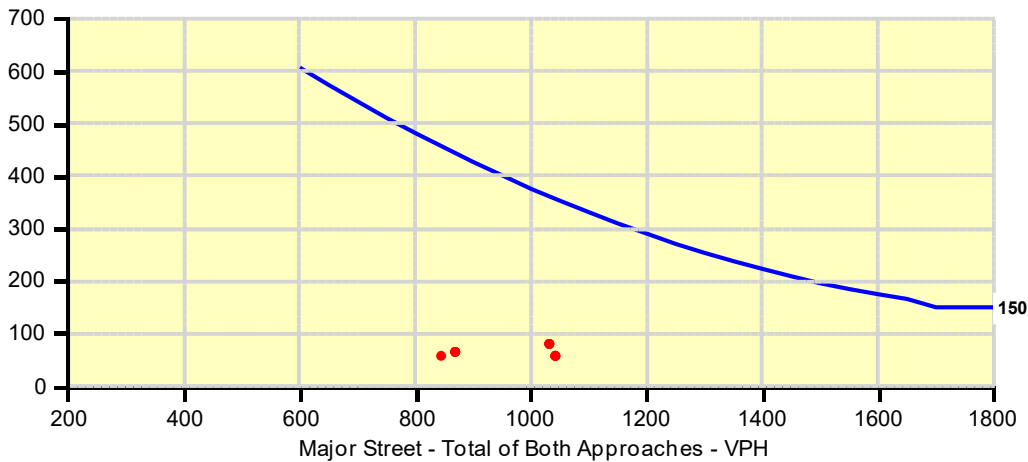
Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Time	Major Road SE 15				=	Total	Minor Road Windsong Dr		Met?
	Major EB	+	Major WB	Minor NB			Minor SB		
16:00 - 17:00	680	+	361	=	1041	59	0	No	
16:15 - 17:15	680	+	361	=	1041	59	0	No	
16:30 - 17:30	680	+	361	=	1041	59	0	No	
16:45 - 17:45	680	+	361	=	1041	59	0	No	
17:00 - 18:00	668	+	364	=	1032	79	0	No	
17:15 - 18:15	668	+	364	=	1032	79	0	No	
17:30 - 18:30	668	+	364	=	1032	79	0	No	
17:45 - 18:45	668	+	364	=	1032	79	0	No	
15:00 - 16:00	544	+	323	=	867	65	0	No	
15:15 - 16:15	544	+	323	=	867	65	0	No	
15:30 - 16:30	544	+	323	=	867	65	0	No	



SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

Warrant 7 - Crash Experience

Description

Intended for sites where the frequency of correctible crashes in the past 12 months is the primary motivation for installing a traffic signal.

Summary

Number of crashes does not meet minimum.
 Pedestrian volumes do not meet the 80% criteria.
 War 1A or 1B volumes do not meet the 80% criteria.
 Warrant is NOT met.

Site Data Required

Number of crashes in last 12 months = **0**

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **2 or more**

Crash and Volume Requirements

Minimum number of crashes = **5**

Veh/Hr Major: War 1A = **480** War 1B = **720**

Veh/Hr Minor: War 1A = **160** War 1B = **80**

Volume and Pedestrian Data

Hours data meets 80% requirements of Warrant 1A (8 needed) **0** Met? **No**

Hours data meets 80% requirements of Warrant 1B (8 needed) **1** Met? **No**

Hours data meets 80% requirements of Warrant 4 (4,1 needed) **0** Met? **No**

Major Road

SE 15

Minor Road

Windsong Dr

Warrant 1A Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No
15:45 - 16:45	544	+	323	=	867	65	0	No

Warrant 1B Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
07:00 - 08:00	240	+	553	=	793	118	0	Yes
16:00 - 17:00	680	+	361	=	1041	59	0	No
16:15 - 17:15	680	+	361	=	1041	59	0	No
16:30 - 17:30	680	+	361	=	1041	59	0	No
16:45 - 17:45	680	+	361	=	1041	59	0	No
17:00 - 18:00	668	+	364	=	1032	79	0	No
17:15 - 18:15	668	+	364	=	1032	79	0	No
17:30 - 18:30	668	+	364	=	1032	79	0	No
17:45 - 18:45	668	+	364	=	1032	79	0	No
15:00 - 16:00	544	+	323	=	867	65	0	No
15:15 - 16:15	544	+	323	=	867	65	0	No
15:30 - 16:30	544	+	323	=	867	65	0	No

SE 15th St and Windsong Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 SE 15 & Windsong Dr

Study Date : 08/26/2021

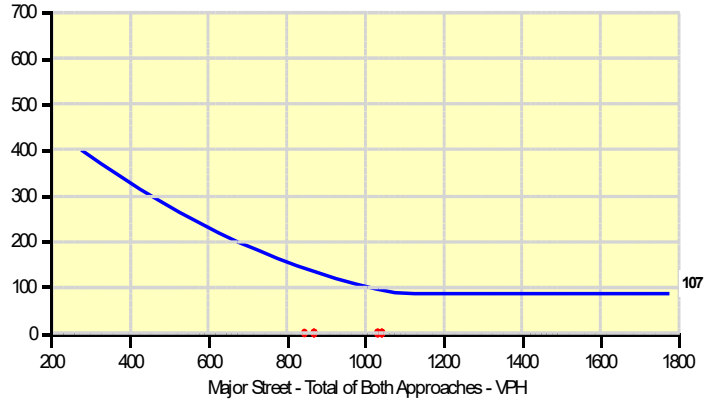
Warrant 7 - Crash Experience

Major Road

SE 15

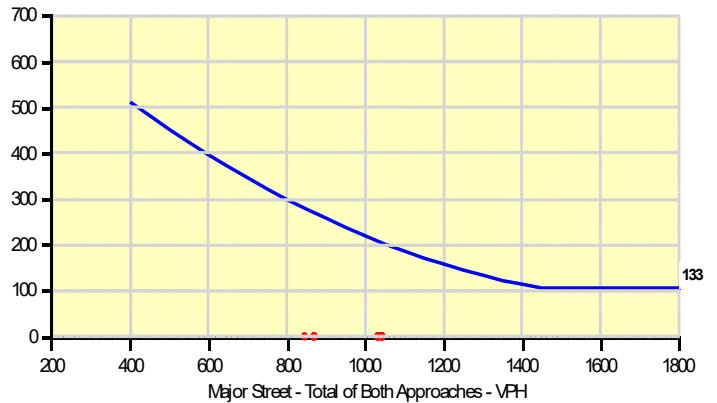
80% of Warrant 4 - 4 Hr Pedestrian Data

Time	EB Vehs	+	WB Vehs	=	Total Vehs	EB Peds	+	WB Peds	=	Ped Total	Met?
16:00 - 17:00	680	+	361	=	1041	0	+	0	=	0	No
16:15 - 17:15	680	+	361	=	1041	0	+	0	=	0	No
16:30 - 17:30	680	+	361	=	1041	0	+	0	=	0	No
16:45 - 17:45	680	+	361	=	1041	0	+	0	=	0	No
17:00 - 18:00	668	+	364	=	1032	0	+	0	=	0	No
17:15 - 18:15	668	+	364	=	1032	0	+	0	=	0	No
17:30 - 18:30	668	+	364	=	1032	0	+	0	=	0	No
17:45 - 18:45	668	+	364	=	1032	0	+	0	=	0	No
15:00 - 16:00	544	+	323	=	867	0	+	0	=	0	No
15:15 - 16:15	544	+	323	=	867	0	+	0	=	0	No
15:30 - 16:30	544	+	323	=	867	0	+	0	=	0	No
15:45 - 16:45	544	+	323	=	867	0	+	0	=	0	No



80% of Warrant 4 - 1 Hr Pedestrian Data

Time	EB Vehs	+	WB Vehs	=	Total Vehs	EB Peds	+	WB Peds	=	Ped Total	Met?
16:00 - 17:00	680	+	361	=	1041	0	+	0	=	0	No
16:15 - 17:15	680	+	361	=	1041	0	+	0	=	0	No
16:30 - 17:30	680	+	361	=	1041	0	+	0	=	0	No
16:45 - 17:45	680	+	361	=	1041	0	+	0	=	0	No
17:00 - 18:00	668	+	364	=	1032	0	+	0	=	0	No
17:15 - 18:15	668	+	364	=	1032	0	+	0	=	0	No
17:30 - 18:30	668	+	364	=	1032	0	+	0	=	0	No
17:45 - 18:45	668	+	364	=	1032	0	+	0	=	0	No
15:00 - 16:00	544	+	323	=	867	0	+	0	=	0	No
15:15 - 16:15	544	+	323	=	867	0	+	0	=	0	No
15:30 - 16:30	544	+	323	=	867	0	+	0	=	0	No
15:45 - 16:45	544	+	323	=	867	0	+	0	=	0	No





Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee,
City Engineer of Public Works
pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

TO: Honorable Mayor and Council

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

DATE: September 28th, 2021

SUBJECT: (TS-446) Discussion and consideration of adoption, including any possible amendment of accepting the Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive.

The applicants, the residents and the HOA of the Ridgecrest Heights Addition, petitioned the Public Works Engineering office requesting the City investigate the installation of a traffic signal at the intersection of N.E. 10th Street and Shadybrook Drive. The submitted petition included 84 signatures and will be available for viewing at the meeting. The City entered into a contract with T.E.C. (Traffic Engineering Consultants) to do an evaluation of the intersection seeing if met the minimum requirements as stated by the MUTCD. A proposed signal project must meet these minimum requirements to be eligible for funding through the A.C.O.G. T.I.P. Safety Project funding program. The intersection does not meet those requirements at this time. The summary letter from T.E.C. and the full report are attached as part of this application. The signal study item was heard and accepted as presented by the Traffic and Safety Commission on September 16th, 2021.

Acceptance of the study is at the discretion of the council.

Patrick Menefee, P.E.
Public Works City Engineer

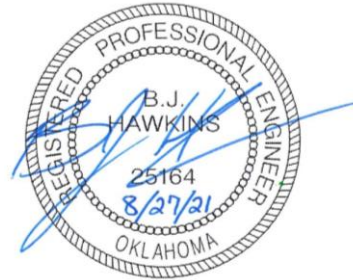
Attachment: Traffic Signal Warrant Analysis Study



TO: Patrick Menefee, P.E.
Public Works City Engineer
City of Midwest City

FROM: B.J. Hawkins, P.E., PTOE

SUBJECT: Traffic Signal Warrant Analysis
NE 10th Street and Shadybrook Drive
Midwest City, Oklahoma



INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was contracted by the City of Midwest City to conduct a traffic signal warrant analysis on the intersection of NE 10th Street and Shadybrook Drive in Midwest City, Oklahoma as shown in **Figure 1** in **Appendix A**. The intersection is currently unsignalized with northbound and southbound stop control. NE 10th Street is a four-lane east/west major arterial with a posted speed limit of 40 mph. Shadybrook Drive is a two-lane north/south collector street with a posted speed limit of 25 mph. The Ridge apartment complex has a driveway north of the intersection which is offset of Shadybrook Drive by approximately 35 feet. While the driveway does not line up directly with Shadybrook, it is still considered part of the intersection due to its close proximity and would need to be included in any potential traffic control modifications.

TRAFFIC DATA

Twenty-four hour turning movement volume counts were collected at the study intersection in August of 2021 while school was in session. The traffic volume data indicated that the a.m. peak hour occurred from 7:00 - 8:00 and the p.m. peak hour occurred from 4:45 - 5:45. The 2021 existing traffic volumes are summarized in **Figure 2** and detailed printouts of all the traffic count data are included in **Appendix B**.

The 24-hour approach volumes collected on each leg of the intersection are as follows:

- NE 10th Street west of Shadybrook Drive = 8,253 vpd
- NE 10th Street east of Shadybrook Drive = 7,973 vpd
- Shadybrook Drive south of NE 10th Street = 340 vpd
- Shadybrook Drive north of NE 10th Street = 84 vpd

CRASH DATA

The crash history was evaluated at the intersection of NE 10th Street and Shadybrook Drive utilizing the ODOT SAFE-T: Statewide Analysis for Engineering & Technology database. The previous 6 years of crash data was collected from January 1, 2014 - December 31, 2019. The 2018-2021 data were noted that it may be incomplete and, as a precaution, the 2020 and 2021 crash data was not included in the evaluation.

The data indicated 3 collisions in 2014, 3 collisions in 2015, 3 collisions in 2016, 5 collisions in 2017, 1 collision in 2018, and 3 collisions in 2019. Typically, five or more collisions at an intersection within a 12-month period indicates there may be a correctable safety issue. The only analyzed year which met these criteria of five or more collisions was 2017. However, the collision data indicates three of the collisions were rear-end and one collision was with a fixed object. These types of collisions are not correctable by the installation of a traffic signal. Based on this information, the intersection would not warrant the need for a traffic signal solely based on collision data. Detailed printouts of the crash data are included in **Appendix B**.

WARRANT ANALYSIS

To determine the need for traffic control modifications at the intersection of NE 10th Street and Shadybrook Drive, a traffic signal warrant analysis was conducted. The analysis was conducted using *PC-Warrants 2* which is a software package for evaluating intersections to support the installation of a multiway stop or traffic signal in accordance with the *Manual on Uniform Traffic Control Devices (MUTCD)*. This publication is a federally approved publication which governs the traffic engineering practices across the country. The MUTCD has eight sets of thresholds or “warrants” that may be evaluated at an intersection to determine whether a traffic signal should be considered to reduce accidents or delay. If one of the warrants is met the installation of a traffic signal should be considered.

The eight-hour vehicular volume, four-hour volume, peak hour, and crash experience warrants were evaluated to determine if the intersection would warrant the installation of a traffic signal. The intersection was evaluated utilizing the 2021 existing traffic volumes with existing intersection geometry. Following is a summary of the results:

NE 10th Street and Shadybrook Drive

- **Warrant 1 – Eight Hour Vehicular Volumes – Not Satisfied**
 - Warrant 1A – Minimum Vehicular Volume – **Not Satisfied**
(required volumes reached for 0 hours, 8 are needed)
 - Warrant 1B – Interruption of Continuous Traffic – **Not Satisfied**
(required volumes reached for 0 hours, 8 are needed)

Traffic Engineering Consultants, Inc.

6000 S. Western Avenue, Suite 300 | Oklahoma City, Oklahoma 73139 | Ph. 405-720-7721
6931 S. 66th E. Avenue, Suite 100 | Tulsa, Oklahoma 74133 | Ph. 918-481-8484
217 E. Dickson Street, Suite 106 | Fayetteville, Arkansas 72701 | Ph. 479-335-5636

- Warrant 1C – Combination of Warrants – **Not Satisfied**
(required 1A volumes reached for 0 hours, 8 are needed)
(required 1B volumes reached for 0 hours, 8 are needed)
- **Warrant 2 – Four Hour Volumes – Not Satisfied**
(required volumes reached for 0 hours; 4 are needed)
- **Warrant 3B – Peak Hour Volumes – Not Satisfied**
(required volumes reached for 0 hours; 1 is needed)
- **Warrant 7 – Crash Experience – Not Satisfied**
(3 collisions in the previous 12 months; 5 are needed)

The results indicated that the intersection of NE 10th Street and Shadybrook Drive does not come close to satisfying any traffic signal warrants under the 2021 existing traffic volumes. Detailed printouts of the worksheets are included in **Appendix C**.

SUMMARY

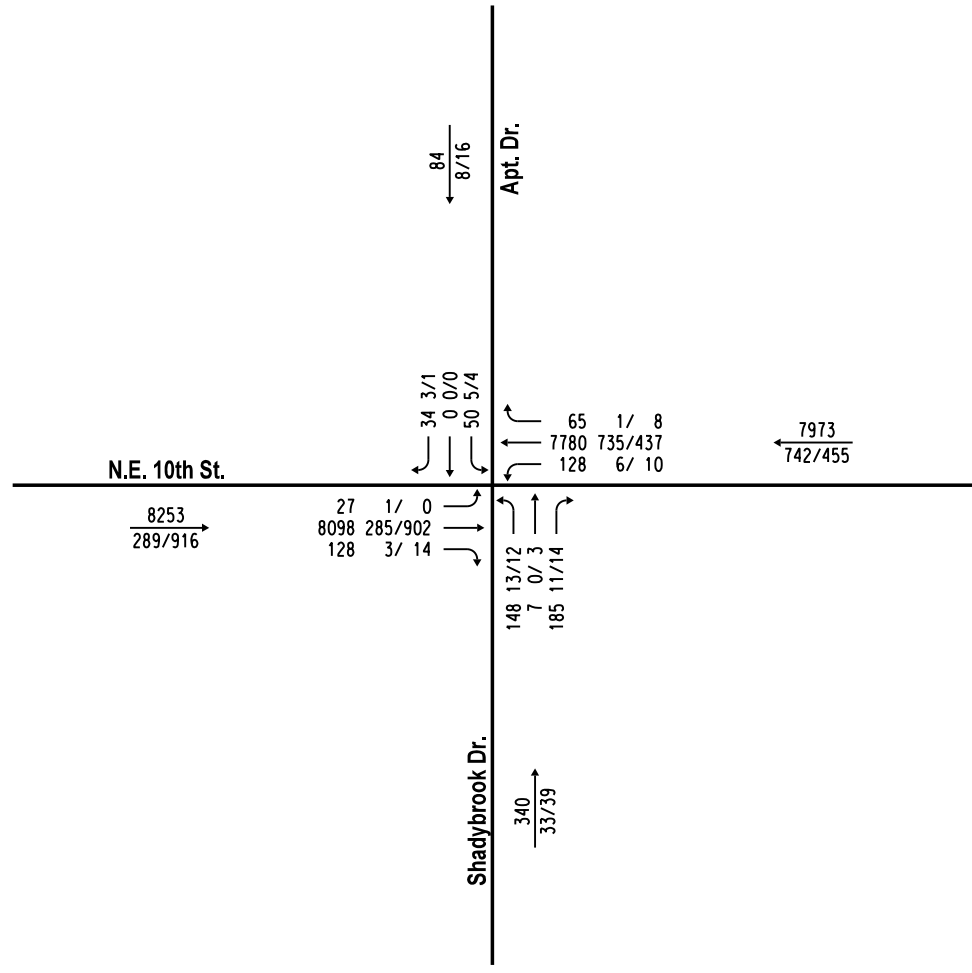
The intersection of NE 10th Street and Shadybrook Drive does not currently satisfy eight-hour vehicular volume, four-hour volume, peak hour, or crash experience warrants under the 2021 existing traffic data. The intersection would not be expected to satisfy any of the vehicular volume warrants in the near future. Based on the results of the analysis, the installation of a traffic signal is not recommended at the intersection of NE 10th Street and Shadybrook Drive at this time.

ATTACHMENT A

Figures



FIGURE 1. Project Location Map
NE 10th Street and Shadybrook Drive



LEGEND	
XXXX	24 HOUR
XXX/XXX	A.M. PEAK HOUR
XXX/XXX	P.M. PEAK HOUR

FIGURE 2. 2021 Existing Traffic
N.E. 10th St. and Shadybrook Dr.



ATTACHMENT B

Traffic Data

NE 10th St. & Shadybrook Dr. - TMC

Tue Aug 24, 2021

Full Length (3:15 PM-3:15 PM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2021-08-24 3:15PM	1	0	0	0	1	2	116	0	0	118	1	1	7	0	9	1	134	5	0	140	268
3:30PM	0	0	1	0	1	2	114	0	0	116	5	0	9	0	14	0	172	2	0	174	305
3:45PM	0	0	0	0	0	1	116	1	0	118	2	0	3	0	5	1	184	6	0	191	314
Hourly Total	1	0	1	0	2	5	346	1	0	352	8	1	19	0	28	2	490	13	0	505	887
4:00PM	1	0	1	0	2	4	136	0	0	140	3	0	1	0	4	0	199	4	0	203	349
4:15PM	0	0	0	0	0	2	100	0	0	102	1	0	1	0	2	1	206	5	0	212	316
4:30PM	1	0	2	0	3	6	100	7	0	113	5	0	5	0	10	0	211	9	0	220	346
4:45PM	2	0	1	0	3	3	87	2	0	92	3	1	6	0	10	0	225	4	0	229	334
Hourly Total	4	0	4	0	8	15	423	9	0	447	12	1	13	0	26	1	841	22	0	864	1345
5:00PM	0	0	0	0	0	2	121	1	0	124	3	0	2	0	5	0	204	2	0	206	335
5:15PM	0	0	0	0	0	4	110	4	0	118	3	0	3	0	6	0	248	5	0	253	377
5:30PM	2	0	0	0	2	1	119	1	0	121	3	2	3	0	8	0	225	3	0	228	359
5:45PM	0	0	1	0	1	1	125	1	0	127	2	0	1	0	3	1	184	1	0	186	317
Hourly Total	2	0	1	0	3	8	475	7	0	490	11	2	9	0	22	1	861	11	0	873	1388
6:00PM	1	0	1	0	2	1	138	1	0	140	6	0	4	0	10	1	155	4	0	160	312
6:15PM	3	0	0	0	3	3	101	1	0	105	0	0	3	0	3	1	143	2	0	146	257
6:30PM	1	0	0	0	1	5	122	3	0	130	3	0	2	0	5	1	141	2	0	144	280
6:45PM	0	0	1	0	1	2	107	2	0	111	2	0	1	0	3	0	140	2	0	142	257
Hourly Total	5	0	2	0	7	11	468	7	0	486	11	0	10	0	21	3	579	10	0	592	1106
7:00PM	1	0	0	0	1	2	102	0	0	104	1	0	9	0	10	0	116	2	0	118	233
7:15PM	4	0	0	0	4	3	98	2	0	103	1	0	3	0	4	0	126	1	0	127	238
7:30PM	4	0	1	0	5	1	98	1	0	100	1	0	3	0	4	0	121	0	0	121	230
7:45PM	3	0	0	0	3	2	88	2	0	92	1	0	5	0	6	0	113	0	0	113	214
Hourly Total	12	0	1	0	13	8	386	5	0	399	4	0	20	0	24	0	476	3	0	479	915
8:00PM	0	0	0	0	0	2	103	2	0	107	0	0	1	0	1	0	114	1	0	115	223
8:15PM	0	0	0	0	0	3	87	2	0	92	1	0	5	0	6	1	102	1	0	104	202
8:30PM	2	0	0	0	2	0	71	0	0	71	1	0	1	0	2	0	93	3	0	96	171
8:45PM	2	0	0	0	2	4	84	1	0	89	3	0	4	0	7	0	82	2	0	84	182
Hourly Total	4	0	0	0	4	9	345	5	0	359	5	0	11	0	16	1	391	7	0	399	778
9:00PM	0	0	0	0	0	2	78	2	0	82	2	0	3	0	5	3	93	0	0	96	183
9:15PM	3	0	0	0	3	0	68	4	0	72	0	0	3	0	3	0	84	0	0	84	162
9:30PM	0	0	0	0	0	3	59	2	0	64	0	1	1	0	2	0	73	1	0	74	140
9:45PM	0	0	0	0	0	1	58	0	0	59	1	0	2	0	3	0	79	1	0	80	142
Hourly Total	3	0	0	0	3	6	263	8	0	277	3	1	9	0	13	3	329	2	0	334	627
10:00PM	0	0	0	0	0	3	47	0	0	50	1	0	4	0	5	0	55	3	0	58	113
10:15PM	0	0	0	0	0	1	41	0	0	42	1	0	1	0	2	0	50	2	0	52	96
10:30PM	1	0	1	0	2	1	35	1	0	37	0	0	2	0	2	0	54	1	0	55	96
10:45PM	0	0	0	0	0	0	30	0	0	30	0	0	1	0	1	1	40	1	0	42	73

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
Hourly Total	1	0	1	0	2	5	153	1	0	159	2	0	8	0	10	1	199	7	0	207	378
11:00PM	0	0	0	0	0	1	24	0	0	25	0	0	0	0	0	0	45	0	0	45	70
11:15PM	0	0	0	0	0	0	29	1	0	30	1	0	0	0	1	0	37	0	0	37	68
11:30PM	0	0	1	0	1	0	20	0	0	20	1	0	0	0	1	0	40	0	0	40	62
11:45PM	0	0	1	0	1	0	9	0	0	9	0	0	1	0	1	1	24	0	0	25	36
Hourly Total	0	0	2	0	2	1	82	1	0	84	2	0	1	0	3	1	146	0	0	147	236
2021-08-25 12:00AM	0	0	0	0	0	1	14	0	0	15	0	0	0	0	0	0	30	0	0	30	45
12:15AM	0	0	0	0	0	0	18	0	0	18	1	0	1	0	2	0	19	0	0	19	39
12:30AM	0	0	0	0	0	1	17	0	0	18	0	0	1	0	1	0	24	1	0	25	44
12:45AM	0	0	0	0	0	0	11	1	0	12	0	0	0	0	0	0	13	0	0	13	25
Hourly Total	0	0	0	0	0	2	60	1	0	63	1	0	2	0	3	0	86	1	0	87	153
1:00AM	0	0	0	0	0	0	19	0	0	19	0	0	0	0	0	0	11	0	0	11	30
1:15AM	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	0	10	0	0	10	23
1:30AM	0	0	1	0	1	0	15	0	0	15	0	0	0	0	0	0	19	0	0	19	35
1:45AM	0	0	1	0	1	1	15	0	0	16	0	0	0	0	0	0	17	0	0	17	34
Hourly Total	0	0	2	0	2	1	62	0	0	63	0	0	0	0	0	0	57	0	0	57	122
2:00AM	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	15	0	0	15	21
2:15AM	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	1	16	0	0	17	25
2:30AM	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	6	0	0	6	14
2:45AM	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	9	0	0	9	12
Hourly Total	0	0	0	0	0	0	25	0	0	25	0	0	0	0	0	1	46	0	0	47	72
3:00AM	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	8	0	0	8	16
3:15AM	0	0	0	0	0	1	9	0	0	10	0	0	0	0	0	0	4	0	0	4	14
3:30AM	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	1	11	0	0	12	25
3:45AM	0	0	0	0	0	0	16	0	0	16	0	0	0	0	0	0	6	0	0	6	22
Hourly Total	0	0	0	0	0	1	46	0	0	47	0	0	0	0	0	1	29	0	0	30	77
4:00AM	0	0	0	0	0	0	24	0	0	24	0	0	0	0	0	0	9	0	0	9	33
4:15AM	0	0	0	0	0	0	29	0	0	29	0	0	0	0	0	0	10	0	0	10	39
4:30AM	0	0	0	0	0	0	26	0	0	26	2	0	0	0	2	0	10	0	0	10	38
4:45AM	0	0	0	0	0	0	20	0	0	20	0	0	1	0	1	0	16	0	0	16	37
Hourly Total	0	0	0	0	0	0	99	0	0	99	2	0	1	0	3	0	45	0	0	45	147
5:00AM	0	0	0	0	0	0	37	0	0	37	2	0	0	0	2	0	13	0	0	13	52
5:15AM	0	0	1	0	1	0	54	0	0	54	2	0	0	0	2	0	16	1	0	17	74
5:30AM	0	0	3	0	3	0	66	0	0	66	3	0	2	0	5	1	23	0	0	24	98
5:45AM	0	0	1	0	1	0	57	0	0	57	1	0	0	0	1	0	25	0	0	25	84
Hourly Total	0	0	5	0	5	0	214	0	0	214	8	0	2	0	10	1	77	1	0	79	308
6:00AM	0	0	0	0	0	1	74	0	0	75	3	0	0	0	3	0	21	0	0	21	99
6:15AM	0	0	2	0	2	0	100	0	0	100	2	0	1	0	3	0	49	1	0	50	155
6:30AM	0	0	0	0	0	1	146	0	0	147	3	0	1	0	4	0	52	0	0	52	203
6:45AM	1	0	1	0	2	1	124	0	0	125	5	0	0	0	5	0	61	0	0	61	193
Hourly Total	1	0	3	0	4	3	444	0	0	447	13	0	2	0	15	0	183	1	0	184	650
7:00AM	1	0	1	0	2	1	148	1	0	150	2	0	3	0	5	0	54	0	0	54	211
7:15AM	1	0	2	0	3	1	177	0	0	178	2	0	4	0	6	0	82	2	0	84	271
7:30AM	0	0	0	0	0	2	221	0	0	223	3	0	1	0	4	1	75	0	0	76	303
7:45AM	3	0	0	0	3	2	189	0	0	191	6	0	3	0	9	0	74	1	0	75	278

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
Hourly Total	5	0	3	0	8	6	735	1	0	742	13	0	11	0	24	1	285	3	0	289	1063
8:00AM	0	0	0	0	0	1	117	2	0	120	5	0	3	0	8	0	69	1	0	70	198
8:15AM	1	0	0	0	1	0	116	1	0	117	2	0	1	0	3	1	72	2	0	75	196
8:30AM	1	0	0	0	1	3	113	1	0	117	1	0	5	0	6	0	100	2	0	102	226
8:45AM	0	0	0	0	0	1	100	3	0	104	2	0	4	0	6	0	91	1	0	92	202
Hourly Total	2	0	0	0	2	5	446	7	0	458	10	0	13	0	23	1	332	6	0	339	822
9:00AM	0	0	0	0	0	0	87	1	0	88	3	0	1	0	4	0	82	0	0	82	174
9:15AM	2	0	0	0	2	4	101	1	0	106	1	0	0	0	1	0	72	0	0	72	181
9:30AM	0	0	0	0	0	0	114	1	0	115	0	0	2	0	2	0	79	2	0	81	198
9:45AM	2	0	0	0	2	2	87	0	0	89	0	0	1	0	1	0	82	2	0	84	176
Hourly Total	4	0	0	0	4	6	389	3	0	398	4	0	4	0	8	0	315	4	0	319	729
10:00AM	1	0	1	0	2	2	101	0	0	103	5	0	3	0	8	0	77	3	0	80	193
10:15AM	1	0	0	0	1	1	103	0	0	104	0	0	3	0	3	0	96	2	0	98	206
10:30AM	0	0	0	0	0	2	101	0	0	103	3	0	4	0	7	0	99	2	0	101	211
10:45AM	0	0	0	0	0	1	95	0	0	96	4	0	2	0	6	0	111	0	0	111	213
Hourly Total	2	0	1	0	3	6	400	0	0	406	12	0	12	0	24	0	383	7	0	390	823
11:00AM	0	0	0	0	0	0	121	1	0	122	1	0	2	0	3	0	80	0	0	80	205
11:15AM	2	0	0	0	2	3	115	0	0	118	1	0	1	0	2	0	129	5	0	134	256
11:30AM	0	0	0	0	0	1	96	0	0	97	0	0	2	0	2	0	116	1	0	117	216
11:45AM	0	0	1	0	1	2	89	0	0	91	3	0	2	0	5	1	97	0	0	98	195
Hourly Total	2	0	1	0	3	6	421	1	0	428	5	0	7	0	12	1	422	6	0	429	872
12:00PM	0	0	1	0	1	4	98	1	0	103	1	0	1	0	2	0	123	2	0	125	231
12:15PM	0	0	1	0	1	0	111	3	0	114	4	0	0	0	4	1	112	3	0	116	235
12:30PM	0	0	1	0	1	2	116	0	0	118	0	1	5	0	6	0	100	0	0	100	225
12:45PM	1	0	0	0	1	1	119	0	0	120	0	0	3	0	3	0	106	1	0	107	231
Hourly Total	1	0	3	0	4	7	444	4	0	455	5	1	9	0	15	1	441	6	0	448	922
1:00PM	0	0	0	0	0	1	117	1	0	119	3	0	1	0	4	2	100	1	0	103	226
1:15PM	0	0	1	0	1	2	108	0	0	110	3	0	2	0	5	1	103	3	0	107	223
1:30PM	0	0	1	0	1	1	107	1	0	109	3	0	3	0	6	1	117	3	0	121	237
1:45PM	0	0	0	0	0	3	116	0	0	119	0	1	1	0	2	1	121	0	0	122	243
Hourly Total	0	0	2	0	2	7	448	2	0	457	9	1	7	0	17	5	441	7	0	453	929
2:00PM	1	0	2	0	3	2	129	0	0	131	1	0	2	0	3	0	127	0	0	127	264
2:15PM	0	0	0	0	0	1	126	0	0	127	2	0	3	0	5	1	126	5	0	132	264
2:30PM	0	0	0	0	0	3	114	1	0	118	0	0	4	0	4	0	115	1	0	116	238
2:45PM	0	0	0	0	0	1	120	0	0	121	3	0	4	0	7	1	129	4	0	134	262
Hourly Total	1	0	2	0	3	7	489	1	0	497	6	0	13	0	19	2	497	10	0	509	1028
3:00PM	0	0	0	0	0	3	117	1	0	121	2	0	2	0	4	0	147	1	0	148	273
Hourly Total	0	0	0	0	0	3	117	1	0	121	2	0	2	0	4	0	147	1	0	148	273
Total	50	0	34	0	84	128	7780	65	0	7973	148	7	185	0	340	27	8098	128	0	8253	16650
% Approach	59.5%	0%	40.5%	0%	-	1.6%	97.6%	0.8%	0%	-	43.5%	2.1%	54.4%	0%	-	0.3%	98.1%	1.6%	0%	-	-
% Total	0.3%	0%	0.2%	0%	0.5%	0.8%	46.7%	0.4%	0%	47.9%	0.9%	0%	1.1%	0%	2.0%	0.2%	48.6%	0.8%	0%	49.6%	-
Lights	50	0	33	0	83	127	7683	65	0	7875	146	7	185	0	338	27	8001	126	0	8154	16450
% Lights	100%	0%	97.1%	0%	98.8%	99.2%	98.8%	100%	0%	98.8%	98.6%	100%	100%	0%	99.4%	100%	98.8%	98.4%	0%	98.8%	98.8%
Articulated Trucks	0	0	0	0	0	0	16	0	0	16	0	0	0	0	0	0	26	0	0	26	42
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.2%	0%	0%	0%	0%	0%	0%	0.3%	0%	0%	0.3%	0.3%

Leg Direction	North Southbound	East Westbound	South Northbound	West Eastbound	
Time	L T R U App	L T R U App	L T R U App	L T R U App	Int

Buses and Single-Unit Trucks	0 0 1 0 1	1 81 0 0 82	2 0 0 0 2	0 71 2 0 73	158
% Buses and Single-Unit Trucks	0% 0% 2.9% 0% 1.2%	0.8% 1.0% 0% 0% 1.0%	1.4% 0% 0% 0% 0.6%	0% 0.9% 1.6% 0% 0.9%	0.9%

*L: Left, R: Right, T: Thru, U: U-Turn

NE 10th St. & Shadybrook Dr. - TMC

Tue Aug 24, 2021

Full Length (3:15 PM-3:15 PM (+1))

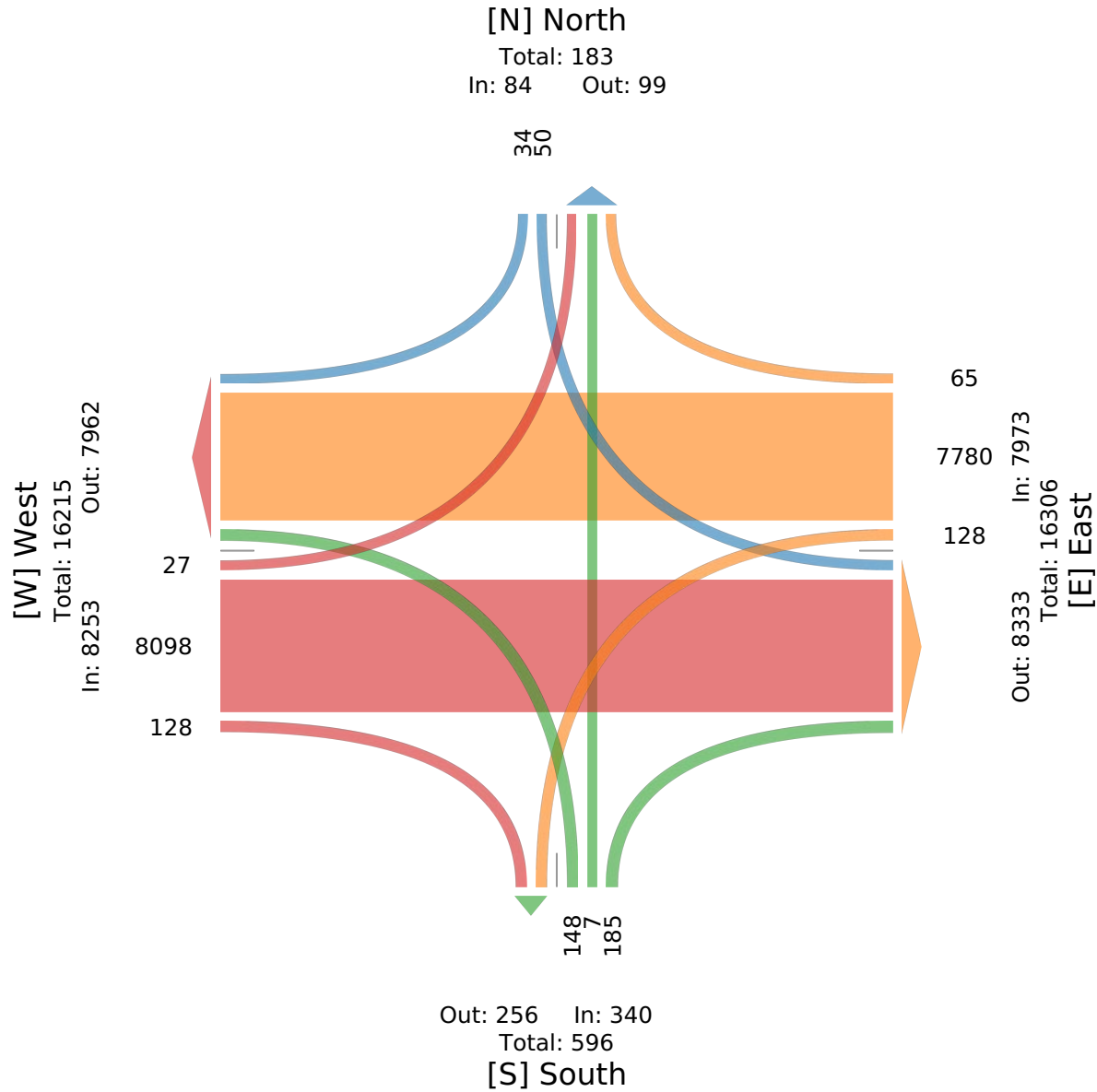
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



NE 10th St. & Shadybrook Dr. - TMC

Tue Aug 24, 2021

PM Peak (Aug 24 2021 4:45PM - 5:45 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2021-08-24 4:45PM	2	0	1	0	3	3	87	2	0	92	3	1	6	0	10	0	225	4	0	229	334
5:00PM	0	0	0	0	0	2	121	1	0	124	3	0	2	0	5	0	204	2	0	206	335
5:15PM	0	0	0	0	0	4	110	4	0	118	3	0	3	0	6	0	248	5	0	253	377
5:30PM	2	0	0	0	2	1	119	1	0	121	3	2	3	0	8	0	225	3	0	228	359
Total	4	0	1	0	5	10	437	8	0	455	12	3	14	0	29	0	902	14	0	916	1405
% Approach	80.0%	0%	20.0%	0%	-	2.2%	96.0%	1.8%	0%	-	41.4%	10.3%	48.3%	0%	-	0%	98.5%	1.5%	0%	-	-
% Total	0.3%	0%	0.1%	0%	0.4%	0.7%	31.1%	0.6%	0%	32.4%	0.9%	0.2%	1.0%	0%	2.1%	0%	64.2%	1.0%	0%	65.2%	-
PHF	0.500	-	0.250	-	0.417	0.625	0.903	0.500	-	0.917	1.000	0.375	0.583	-	0.725	-	0.909	0.700	-	0.905	0.932
Lights	4	0	1	0	5	10	435	8	0	453	12	3	14	0	29	0	892	14	0	906	1393
% Lights	100%	0%	100%	0%	100%	100%	99.5%	100%	0%	99.6%	100%	100%	100%	0%	100%	0%	98.9%	100%	0%	98.9%	99.1%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	3
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.3%	0%	0%	0.3%	0.2%
Buses and Single-Unit Trucks	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	7	0	0	7	9
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0.5%	0%	0%	0.4%	0%	0%	0%	0%	0%	0%	0.8%	0%	0%	0.8%	0.6%

* L: Left, R: Right, T: Thru, U: U-Turn

NE 10th St. & Shadybrook Dr. - TMC

Tue Aug 24, 2021

PM Peak (Aug 24 2021 4:45PM - 5:45 PM) - Overall Peak Hour

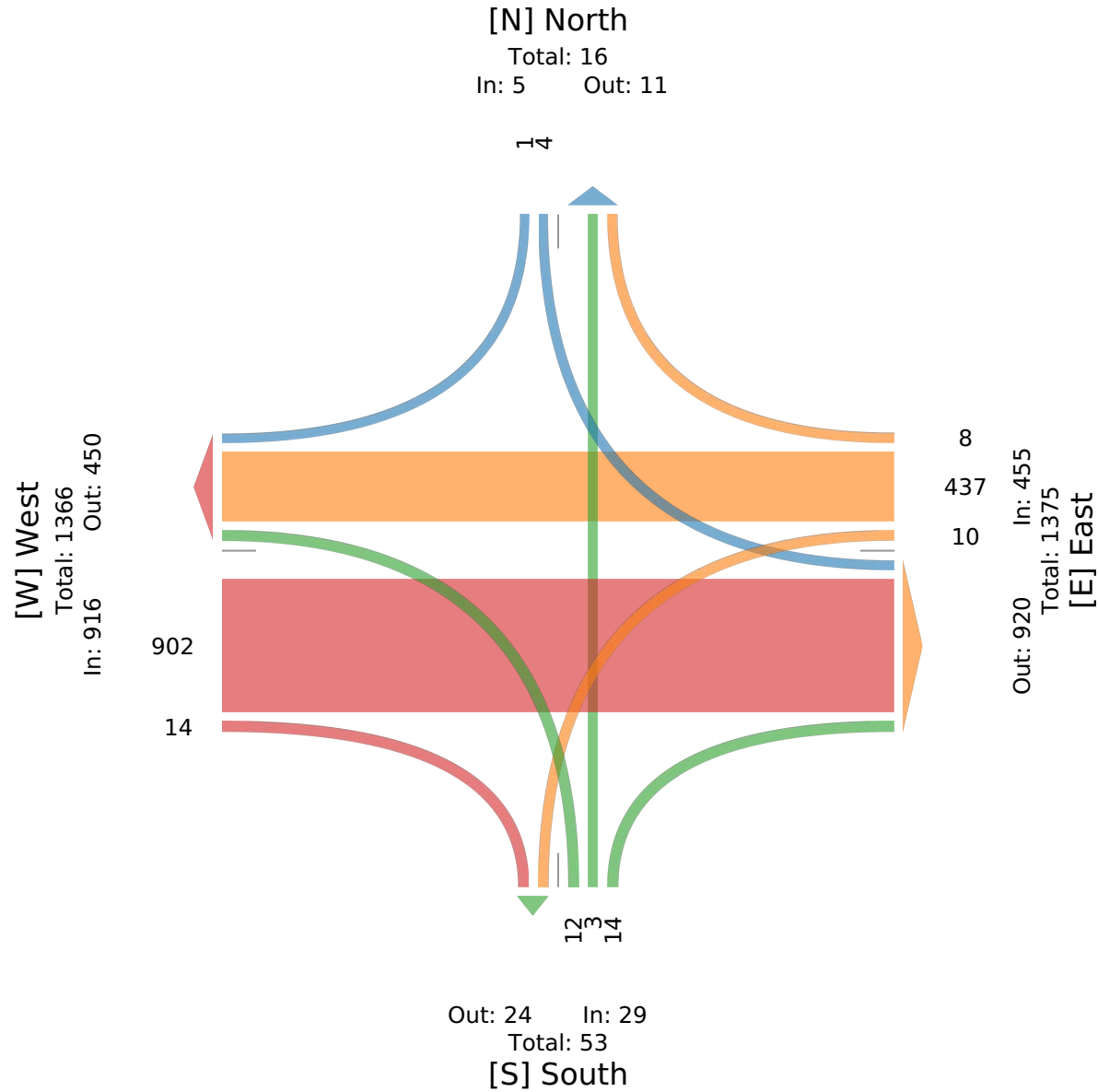
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



NE 10th St. & Shadybrook Dr. - TMC

Wed Aug 25, 2021

AM Peak (Aug 25 2021 7AM - 8 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2021-08-25 7:00AM	1	0	1	0	2	1	148	1	0	150	2	0	3	0	5	0	54	0	0	54	211
7:15AM	1	0	2	0	3	1	177	0	0	178	2	0	4	0	6	0	82	2	0	84	271
7:30AM	0	0	0	0	0	2	221	0	0	223	3	0	1	0	4	1	75	0	0	76	303
7:45AM	3	0	0	0	3	2	189	0	0	191	6	0	3	0	9	0	74	1	0	75	278
Total	5	0	3	0	8	6	735	1	0	742	13	0	11	0	24	1	285	3	0	289	1063
% Approach	62.5%	0%	37.5%	0%	-	0.8%	99.1%	0.1%	0%	-	54.2%	0%	45.8%	0%	-	0.3%	98.6%	1.0%	0%	-	-
% Total	0.5%	0%	0.3%	0%	0.8%	0.6%	69.1%	0.1%	0%	69.8%	1.2%	0%	1.0%	0%	2.3%	0.1%	26.8%	0.3%	0%	27.2%	-
PHF	0.417	-	0.375	-	0.667	0.750	0.831	0.250	-	0.832	0.542	-	0.688	-	0.667	0.250	0.869	0.375	-	0.860	0.877
Lights	5	0	3	0	8	6	727	1	0	734	13	0	11	0	24	1	280	3	0	284	1050
% Lights	100%	0%	100%	0%	100%	100%	98.9%	100%	0%	98.9%	100%	0%	100%	0%	100%	100%	98.2%	100%	0%	98.3%	98.8%
Articulated Trucks	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	2
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.3%	0%	0%	0.3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.2%
Buses and Single-Unit Trucks	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	5	0	0	5	11
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0.8%	0%	0%	0.8%	0%	0%	0%	0%	0%	0%	1.8%	0%	0%	1.7%	1.0%

* L: Left, R: Right, T: Thru, U: U-Turn

NE 10th St. & Shadybrook Dr. - TMC

Wed Aug 25, 2021

AM Peak (Aug 25 2021 7AM - 8 AM)

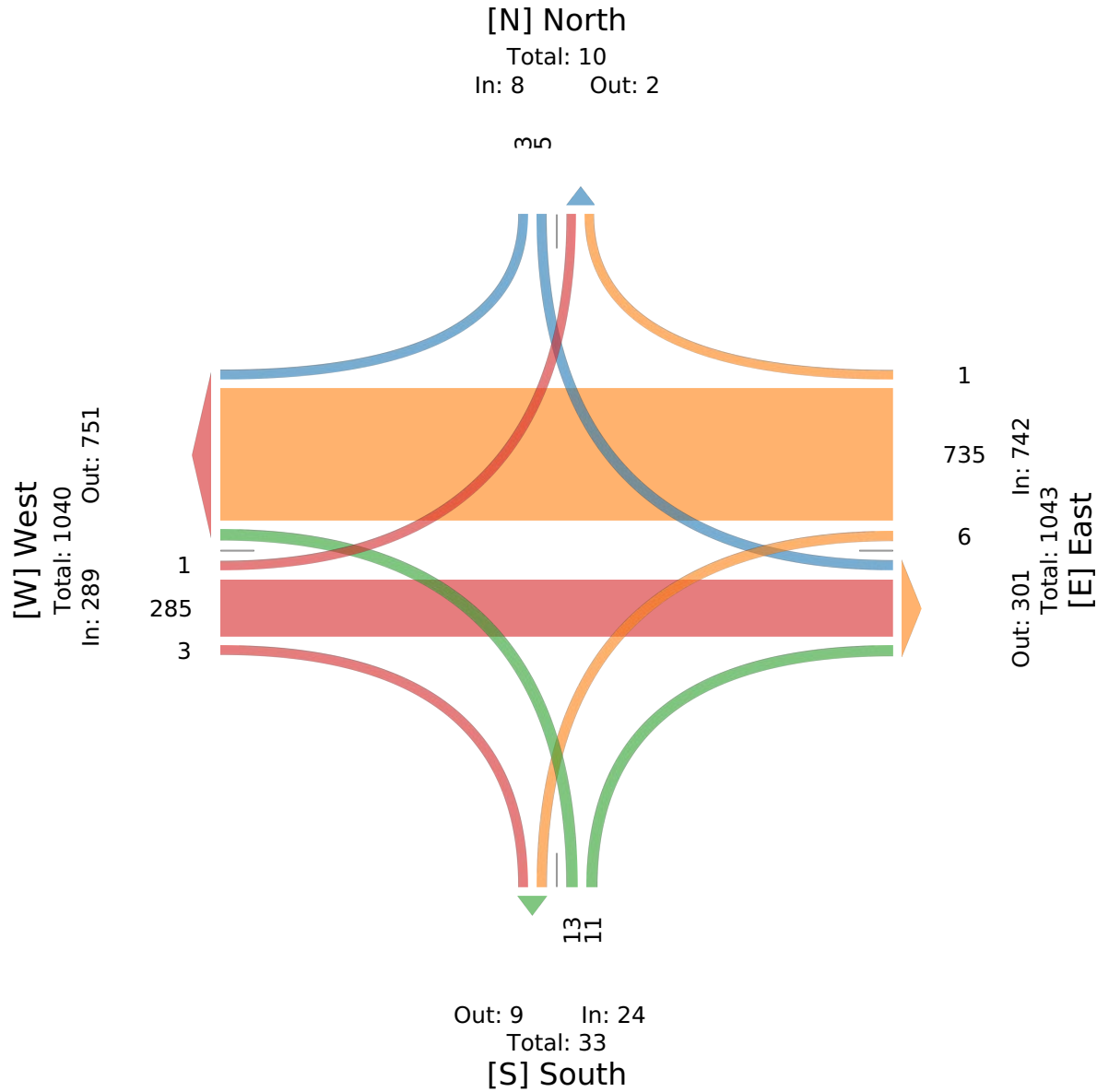
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



NE 10th St. & Shadybrook Dr. - TMC

Wed Aug 25, 2021

Midday Peak (Aug 25 2021 12PM - 1 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 865994, Location: 35.478603, -97.398859



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg Direction	North Southbound					East Westbound					South Northbound					West Eastbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2021-08-25 12:00PM	0	0	1	0	1	4	98	1	0	103	1	0	1	0	2	0	123	2	0	125	231
12:15PM	0	0	1	0	1	0	111	3	0	114	4	0	0	0	4	1	112	3	0	116	235
12:30PM	0	0	1	0	1	2	116	0	0	118	0	1	5	0	6	0	100	0	0	100	225
12:45PM	1	0	0	0	1	1	119	0	0	120	0	0	3	0	3	0	106	1	0	107	231
Total	1	0	3	0	4	7	444	4	0	455	5	1	9	0	15	1	441	6	0	448	922
% Approach	25.0%	0%	75.0%	0%	-	1.5%	97.6%	0.9%	0%	-	33.3%	6.7%	60.0%	0%	-	0.2%	98.4%	1.3%	0%	-	-
% Total	0.1%	0%	0.3%	0%	0.4%	0.8%	48.2%	0.4%	0%	49.3%	0.5%	0.1%	1.0%	0%	1.6%	0.1%	47.8%	0.7%	0%	48.6%	-
PHF	0.250	-	0.750	-	1.000	0.438	0.933	0.333	-	0.948	0.313	0.250	0.450	-	0.625	0.250	0.896	0.500	-	0.896	0.981
Lights	1	0	2	0	3	7	435	4	0	446	5	1	9	0	15	1	439	6	0	446	910
% Lights	100%	0%	66.7%	0%	75.0%	100%	98.0%	100%	0%	98.0%	100%	100%	100%	0%	100%	100%	99.5%	100%	0%	99.6%	98.7%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	0	0	1	0	1	0	9	0	0	9	0	0	0	0	0	0	2	0	0	2	12
% Buses and Single-Unit Trucks	0%	0%	33.3%	0%	25.0%	0%	2.0%	0%	0%	2.0%	0%	0%	0%	0%	0%	0%	0.5%	0%	0%	0.4%	1.3%

* L: Left, R: Right, T: Thru, U: U-Turn

NE 10th St. & Shadybrook Dr. - TMC

Wed Aug 25, 2021

Midday Peak (Aug 25 2021 12PM - 1 PM)

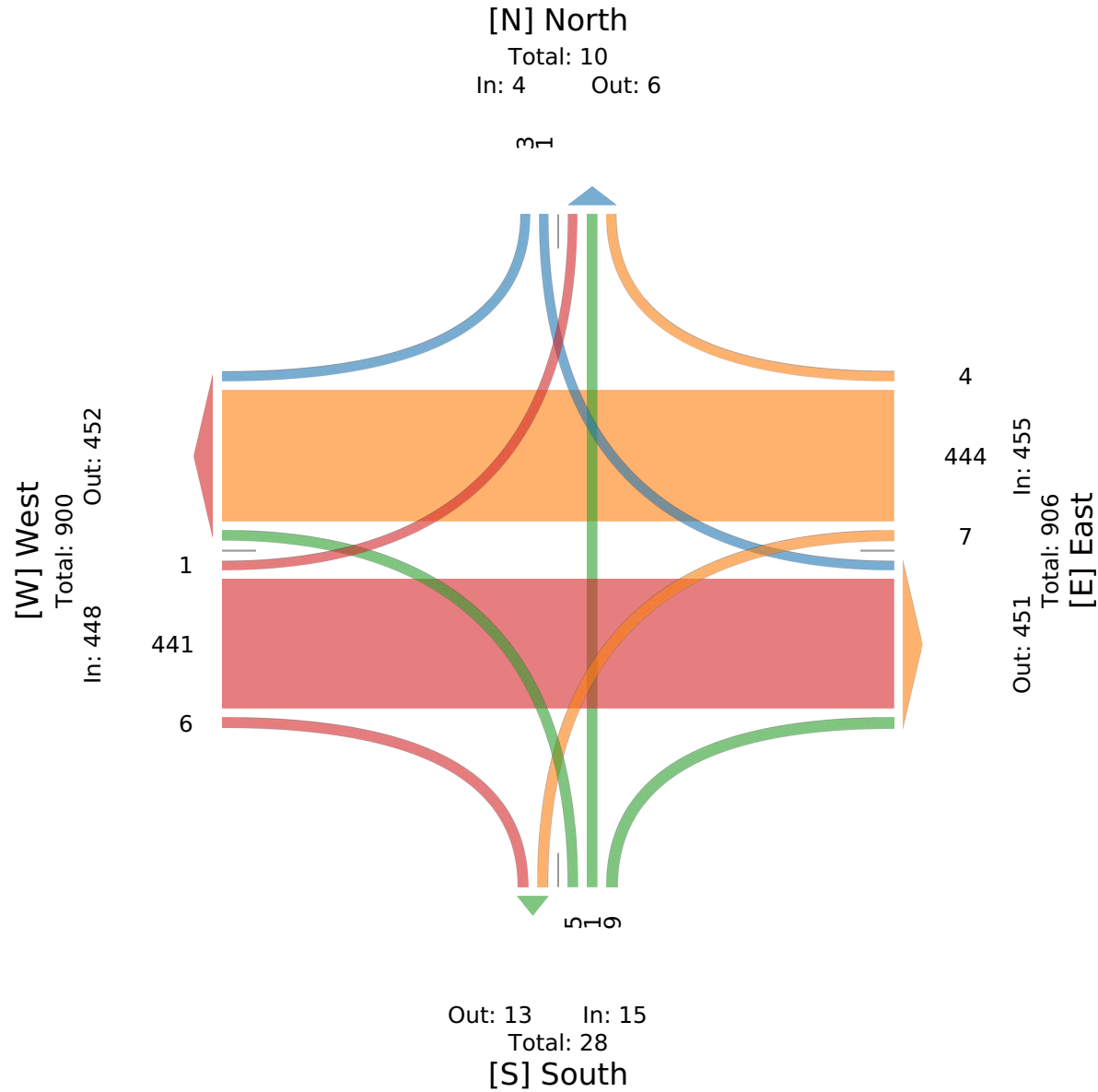
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Provided by: Traffic Engineering Consultants, Inc.
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Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021
 by BJ Hawkins

Study Map & Totals

Legend

- ▲ Fatality
- Injury
- Property Damage



Remarks:

NONE

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 thru 08-26-2021

	2014						2015						2016					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions			1		2	3				1	2	3				1	2	3
Persons			1	1		2				1		1				1		1



STUDY TOTALS (CONT.)

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

	2017						2018*						2019*					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions				3	2	5					1	1			1	2		3
Persons				8		8						0			1	4		5

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

	2020*						2021*					
	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot	Fat	SRS Inj	Non-Incap Inj	Poss Inj	PD	Tot
Collisions				1		1						0
Persons				5		5						0

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

	Study Total					
	Fatality	Suspected Serious Injury	Non-Incapacitating Injury	Possible Injury	Property Damage	Total
Collisions			2	8	9	19
Persons			2	20		22



STUDY TOTALS - BY CITY AND HWY CLASS

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

STUDY TOTALS

Year	HIGHWAY COLLISIONS				CITY STREET COLLISIONS				COUNTY ROAD COLLISIONS				TOTAL COLLISIONS			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
2014					1	2	3						1	2	3	
2015					1	2	3						1	2	3	
2016					1	2	3						1	2	3	
2017					3	2	5						3	2	5	
2018 *						1	1							1	1	
2019 *					3		3						3		3	
2020 *					1		1						1		1	
Total:				0	10	9	19					0	10	9	19	

* DENOTES A YEAR FOR WHICH DATA MAY BE INCOMPLETE.

County: (55) OKLAHOMA

	HIGHWAY COLLISIONS				CITY STREET COLLISIONS				COUNTY ROAD COLLISIONS				TOTAL COLLISIONS			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
(55) MIDWEST CITY						10	9	19						10	9	19

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Collisions By Type Of Collision

Type Of Collision	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Rear-End (front-to-rear)			1	1		1	1	2		1	2	3		1	2	3				
Head-On (front-to-front)																				
Right Angle (front-to-side)																				
Angle Turning		1		1			1	1						1		1			1	1
Other Angle																				
Sideswipe Same Direction			1	1																
Sideswipe Opposite Direction																				
Fixed Object														1		1				
Pedestrian																				
Pedal Cycle																				
Animal																				
Overturn/Rollover																				
Vehicle-Train																				
Other Single Vehicle Crash																				
Other																				
Total		1	2	3		1	2	3		1	2	3		3	2	5			1	1
Percent		5.3	10.5	15.8		5.3	10.5	15.8		5.3	10.5	15.8		15.8	10.5	26.3			5.3	5.3

Collisions By Type Of Collision

Type Of Collision	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Rear-End (front-to-rear)		1		1		1		1						5	6	11	57.9
Head-On (front-to-front)																	
Right Angle (front-to-side)		1		1										1		1	5.3
Angle Turning		1		1										3	2	5	26.3
Other Angle																	
Sideswipe Same Direction															1	1	5.3
Sideswipe Opposite Direction																	
Fixed Object														1	1	5.3	
Pedestrian																	
Pedal Cycle																	
Animal																	
Overturn/Rollover																	
Vehicle-Train																	
Other Single Vehicle Crash																	
Other																	
Total		3		3		1		1						10	9	19	100
Percent		15.8		15.8		5.3		5.3						52.6	47.4	100	

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Units By Unit Type

Unit Type	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Train																				
Pedestrian																				
Animal																				
Pedal Cycle																				
Parked Vehicle																				
CMV																				
Other Single Vehicle														1		1				
Other Multi-Vehicle		2	4	6		2	4	6		2	4	6		4	4	8			2	2
Total		2	4	6		2	4	6		2	4	6		5	4	9			2	2
Percent		5.1	10.3	15.4		5.1	10.3	15.4		5.1	10.3	15.4		12.8	10.3	23.1			5.1	5.1

Units By Unit Type

Unit Type	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Train																	
Pedestrian																	
Animal																	
Pedal Cycle																	
Parked Vehicle																	
CMV																	
Other Single Vehicle														1		1	2.6
Other Multi-Vehicle		8		8		2		2					20	18	38	97.4	
Total		8		8		2		2					21	18	39	100	
Percent		20.5		20.5		5.1		5.1					53.8	46.2	100		

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.

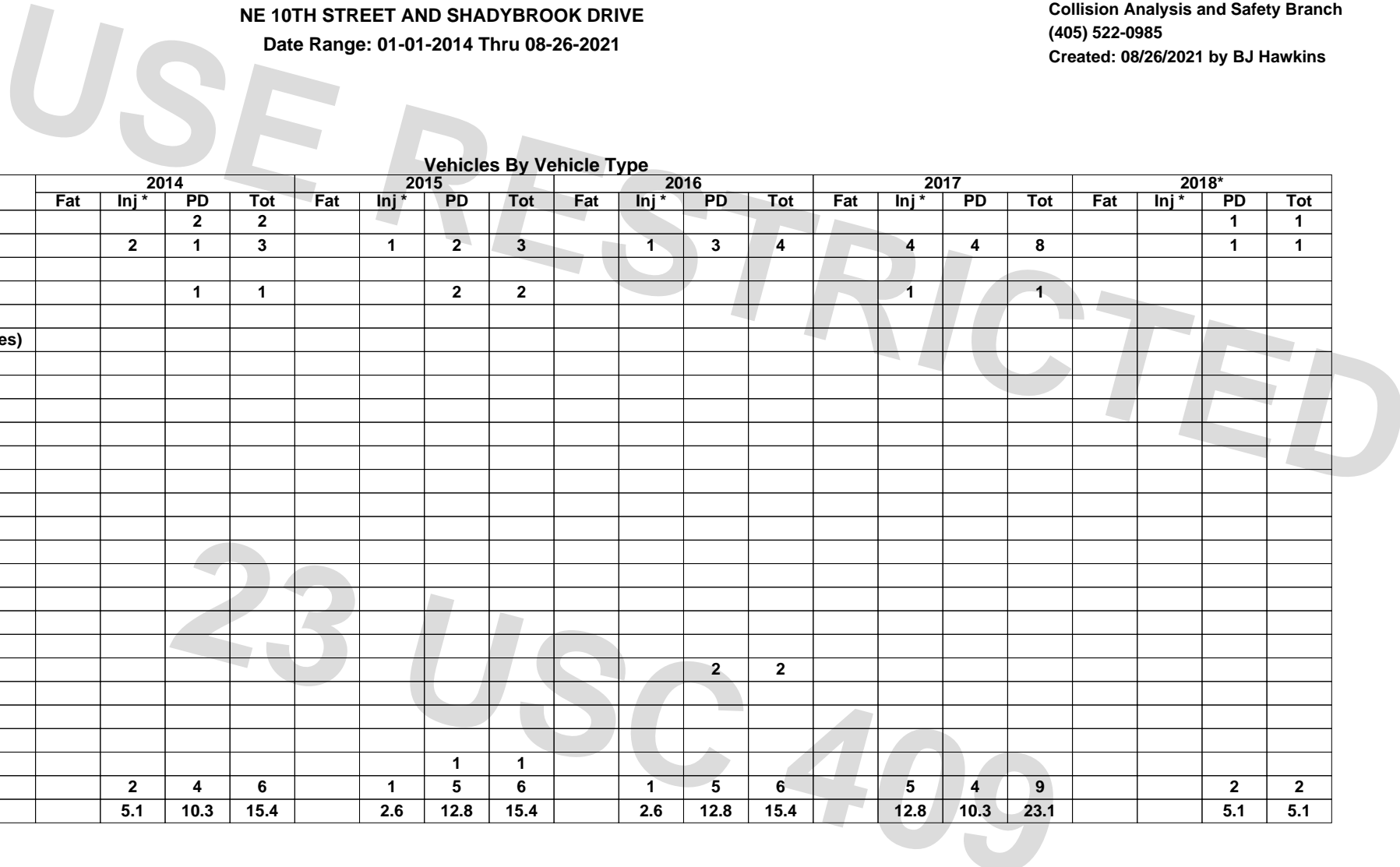


TABULATION OF COLLISIONS

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins



Vehicles By Vehicle Type

Vehicle Type	2014				2015				2016				2017				2018*			
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot
Passenger Vehicle-2 Door			2	2															1	1
Passenger Vehicle-4 Door		2	1	3		1	2	3		1	3	4		4	4	8			1	1
Passenger Vehicle-Convertible																				
Pickup Truck			1	1			2	2						1		1				
Single-Unit Truck (2 axles)																				
Single-Unit Truck (3 or more axles)																				
School Bus																				
Truck/Trailer																				
Truck-Tractor (bobtail)																				
Truck-Tractor/Semi-Trailer																				
Truck-Tractor/Double																				
Truck-Tractor/Triple																				
Bus/Large Van (9-15 seats)																				
Bus (16+ seats)																				
Motorcycle																				
Motor Scooter/Moped																				
Motor Home																				
Farm Machinery																				
ATV																				
Sport Utility Vehicle (SUV)											2	2								
Passenger Van																				
Truck More Than 10,000 lbs.																				
Van (10,000 lbs. or less)																				
Other							1	1												
Total		2	4	6		1	5	6		1	5	6		5	4	9			2	2
Percent		5.1	10.3	15.4		2.6	12.8	15.4		2.6	12.8	15.4		12.8	10.3	23.1			5.1	5.1

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Vehicles By Vehicle Type

Vehicle Type	2019*				2020*				2021*				Total				
	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Fat	Inj *	PD	Tot	Pct
Passenger Vehicle-2 Door		1		1									1	3		4	10.3
Passenger Vehicle-4 Door		3	4	7		2		2					13	15		28	71.8
Passenger Vehicle-Convertible																	
Pickup Truck													1	3		4	10.3
Single-Unit Truck (2 axles)																	
Single-Unit Truck (3 or more axles)																	
School Bus																	
Truck/Trailer																	
Truck-Tractor (bobtail)																	
Truck-Tractor/Semi-Trailer																	
Truck-Tractor/Double																	
Truck-Tractor/Triple																	
Bus/Large Van (9-15 seats)																	
Bus (16+ seats)																	
Motorcycle																	
Motor Scooter/Moped																	
Motor Home																	
Farm Machinery																	
ATV																	
Sport Utility Vehicle (SUV)														2		2	5.1
Passenger Van																	
Truck More Than 10,000 lbs.																	
Van (10,000 lbs. or less)																	
Other														1		1	2.6
Total		4	4	8		2		2					15	24		39	100
Percent		10.3	10.3	20.5		5.1		5.1					38.5	61.5		100	

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



TABULATION OF COLLISIONS

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

Day And Time Of Occurrence Of Collisions

Day	Hour Of The Day																								Tot	Pcnt						
	AM												PM																			
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12								
Sunday															1												1	5.3				
Monday															1	1											2	10.5				
Tuesday															1			2									3	15.8				
Wednesday																	1			1							2	10.5				
Thursday												1		1	1				1								4	21.1				
Friday																1	1										2	10.5				
Saturday															1	3			1								5	26.3				
	Early Morning - Sunrise						Morning Peak						Mid Morning/Afternoon						PM Peak						Evening - Late Night						Tot	Pcnt
Total													7						11						1						19	100
Percent													36.8						57.9						5.3						100	

Roadway/Lighting

Roadway Conditions	Lighting Conditions					Total	Percent
	Daylight	Darkness	Twilight	Lighted	Unknown		
Dry	13			2		15	78.9
Wet (Water)	4					4	21.1
Ice, Snow, or Slush							
Mud, Dirt, Gravel, or Sand							
Other							
Total	17			2		19	100
Percent	89.5			10.5		100	

Weather Conditions

Weather Conditions	Total	Percent
Clear	11	57.9
Clouds Present	5	26.3
Raining/Fog	3	15.8
Snowing/Sleet/Hail		
Other		
Total	19	100



TABULATION OF COLLISIONS

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
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Drivers By Driver Conditions

Unsafe/Unlawful	Apparently Normal			Alcohol Involved						Sleep Suspected			Drug Use Indicated			Unknown Condition			Total					
				Ability Impaired			Odor Detected																	
	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Fat	Inj *	PD	Total	Pcnt	
Failed to Yield		1	1															1			2	1	3	7.7
Failed to Stop																								
Failed to Signal																								
Improper Turn			2																			2	2	5.1
Improper Start																								
Improper Stop																								
Improper Backing																								
Improper Parking																								
Improper Passing																								
Improper Lane Change																								
Left of Center																								
Following Too Close		2	2															2			2	4	6	15.4
Unsafe Speed		1	1																		1	1	2	5.1
DWI					2																2		2	5.1
Inattention		2	1																		2	1	3	7.7
Negligent Driving																								
Defective Vehicle		1																			1		1	2.6
Wrong Way																								
No Improper Action		11	9																		11	9	20	51.3
Other																								
Total		18	16		2													1	2		21	18	39	100
Percent		46.2	41.0		5.1													2.6	5.1		53.8	46.2	100	

Severities Indicate Highest Severity in Collision

Collisions By Special Feature

Special Feature	Total			
	Fat	Inj *	PD	Tot
Bridge				
Work Zone				
Cross Median				
Train Collision				

* INCLUDES SUSPECTED SERIOUS, NON-INCAPACITATING, AND POSSIBLE INJURIES.



STUDY CRITERIA

NE 10TH STREET AND SHADYBROOK DRIVE

Date Range: 01-01-2014 Thru 08-26-2021

Program Provided by:
 Traffic Engineering Division
 Collision Analysis and Safety Branch
 (405) 522-0985
 Created: 08/26/2021 by BJ Hawkins

ROADWAY / REGION

QUERY OVER		SELECTIONS	
Draw Area on Map	User Selection on Map		

DATE

Date Range	01-01-2014 to 08-26-2021
------------	--------------------------

FILTER COLLISIONS

Roadway Type	All Collision Data
Incl. Crashes Assoc. w/ Every Int.	Checked
Environment Fields	

REPORT SECTIONS

Collision Map & Study Totals	(Included)
Collision Analysis Tables	(Included)
- Totals By City, Hwy Class	Checked
- Other Analysis Tables	Checked
Rate Analysis	(Included)
Query Criteria	(Included)

23 USC 409

ATTACHMENT C

Analysis Print-Outs

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Signal Warrants - Summary

Major Street Approaches

Eastbound: NE 10

Number of Lanes : 2+

Total Approach Volume: 8,253

Westbound: NE 10

Number of Lanes :2+

Total Approach Volume: 7,973

Minor Street Approaches

Northbound: Shadybrook Dr

Number of Lanes :1

Total Approach Volume: 340

Southbound: Apt Drive

Number of Lanes :1

Total Approach Volume: 84

Warrant Summary (Urban Values Apply)

Warrant 1 - Eight Hour Vehicular Volumes.....Not Satisfied

Warrant 1A - Minimum Vehicular Volume.....Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1B - Interruption of Continuous Traffic.....Not Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1C - Combination of Warrants.....Not Satisfied

Required 1A volumes reached for 0 hours, 8 are needed

Required 1B volumes reached for 0 hours, 8 are needed

Warrant 2 - Four Hour Volumes.....Not Satisfied

Number of hours (0) volumes exceed minimum < minimum required (4).

Warrant 3 - Peak Hour.....Not Satisfied

Warrant 3A - Peak Hour Delay.....Not Satisfied

Approach volumes on minor street don't exceed minimums for any one hour period. Delay data not evaluated.

Warrant 3B - Peak Hour Volumes.....Not Satisfied

Volumes do not exceed minimums for any one hour period.

Warrant 4 - Pedestrian Volumes.....Not Evaluated

Warrant 5 - School Crossing.....Not Evaluated

Warrant 6 - Coordinated Signal System.....Not Evaluated

Warrant 7 - Crash Experience.....Not Satisfied

Number of accidents (3) is less than minimum (5). Volume minimums are not met.

Warrant 8 - Roadway Network.....Not Evaluated

Warrant 9 - Intersection Near a Grade Crossing.....Not Evaluated

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 1A - Minimum Volumes

Description

Intended for sites where the volume of intersecting traffic is the principal reason for consideration of a signal installation.

Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Volume Requirements

Veh/Hr Major = **600**

Veh/Hr Minor = **150**

Time	Major Road				Minor Road		Met?	
	Major EB	+	Major WB	=	Total	Minor NB		Minor SB
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653	+	473	=	1126	32	2	No
18:00 - 19:00	592	+	486	=	1078	21	7	No
18:15 - 19:15	592	+	486	=	1078	21	7	No
18:30 - 19:30	592	+	486	=	1078	21	7	No
18:45 - 19:45	592	+	486	=	1078	21	7	No
07:00 - 08:00	289	+	742	=	1031	24	8	No
07:15 - 08:15	289	+	742	=	1031	24	8	No
07:30 - 08:30	289	+	742	=	1031	24	8	No
07:45 - 08:45	289	+	742	=	1031	24	8	No
14:00 - 15:00	509	+	497	=	1006	19	3	No
14:15 - 15:15	509	+	497	=	1006	19	3	No
14:30 - 15:30	509	+	497	=	1006	19	3	No
14:45 - 15:45	509	+	497	=	1006	19	3	No
13:00 - 14:00	453		457		910	17	2	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 1B - Interruption of Continuous Traffic

Description

Intended for sites where the volume of the major street is so heavy that traffic on the minor street suffers excessive delay or hazard.

Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Volume Requirements

Veh/Hr Major = **900**

Veh/Hr Minor = **75**

Time	Major Road NE 10				=	Total	Minor Road Shadybrook Dr		Met?
	Major EB	+	Major WB				Minor NB	Minor SB	
17:00 - 18:00	873	+	490	=	1363	22	3	No	
17:15 - 18:15	873	+	490	=	1363	22	3	No	
17:30 - 18:30	873	+	490	=	1363	22	3	No	
17:45 - 18:45	873	+	490	=	1363	22	3	No	
16:00 - 17:00	864	+	447	=	1311	26	8	No	
16:15 - 17:15	864	+	447	=	1311	26	8	No	
16:30 - 17:30	864	+	447	=	1311	26	8	No	
16:45 - 17:45	864	+	447	=	1311	26	8	No	
15:00 - 16:00	653	+	473	=	1126	32	2	No	
15:15 - 16:15	653	+	473	=	1126	32	2	No	
15:30 - 16:30	653	+	473	=	1126	32	2	No	
15:45 - 16:45	653	+	473	=	1126	32	2	No	
18:00 - 19:00	592	+	486	=	1078	21	7	No	
18:15 - 19:15	592	+	486	=	1078	21	7	No	
18:30 - 19:30	592	+	486	=	1078	21	7	No	
18:45 - 19:45	592	+	486	=	1078	21	7	No	
07:00 - 08:00	289	+	742	=	1031	24	8	No	
07:15 - 08:15	289	+	742	=	1031	24	8	No	
07:30 - 08:30	289	+	742	=	1031	24	8	No	
07:45 - 08:45	289	+	742	=	1031	24	8	No	
14:00 - 15:00	509	+	497	=	1006	19	3	No	
14:15 - 15:15	509	+	497	=	1006	19	3	No	
14:30 - 15:30	509	+	497	=	1006	19	3	No	
14:45 - 15:45	509	+	497	=	1006	19	3	No	
13:00 - 14:00	453		457		910	17	2	No	

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 1C Combination of Warrants

Description

Intended for sites where the traffic volumes don't meet individual warrants but where Warrants 1A and 1B are both met to 80% of their stated values.

Summary

Only 0 hours meet 1A minimums.
Only 0 hours meet 1B minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
Number of Major Lanes = **2 or more**
Number of Minor Lanes = **1**

Volume Requirements

Warrant 1A 1B
Veh/Hr Major = **480** **720**

Veh/Hr Minor = **120** **60**

Major Road NE 10

Minor Road Shadybrook Dr

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653	+	473	=	1126	32	2	No

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653	+	473	=	1126	32	2	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 2 - Four Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during any four hours of the day is the principal reason for consideration of a signal installation.

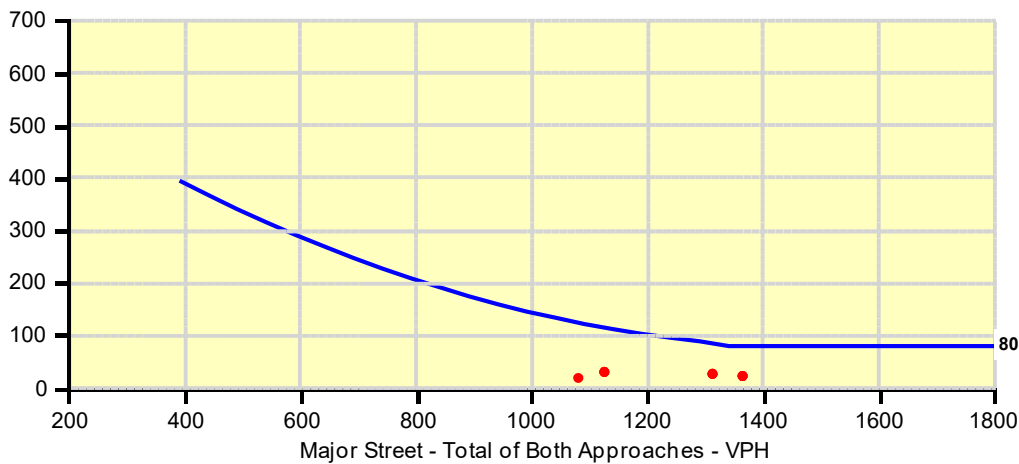
Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Time	Major Road NE 10				=	Total	Minor Road Shadybrook Dr		Met?
	Major EB	+	Major WB	Minor NB			Minor SB		
17:00 - 18:00	873	+	490	=	1363	22	3	No	
17:15 - 18:15	873	+	490	=	1363	22	3	No	
17:30 - 18:30	873	+	490	=	1363	22	3	No	
17:45 - 18:45	873	+	490	=	1363	22	3	No	
16:00 - 17:00	864	+	447	=	1311	26	8	No	
16:15 - 17:15	864	+	447	=	1311	26	8	No	
16:30 - 17:30	864	+	447	=	1311	26	8	No	
16:45 - 17:45	864	+	447	=	1311	26	8	No	
15:00 - 16:00	653	+	473	=	1126	32	2	No	
15:15 - 16:15	653	+	473	=	1126	32	2	No	
15:30 - 16:30	653	+	473	=	1126	32	2	No	



NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 3A - Peak Hour Delay

Description

Intended for sites where for one hour of the day minor street traffic suffers undue traffic delay entering or crossing the major street.

Summary

48 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Number of Minor Lanes =1

Volume and Delay Requirements

Veh/Hr All Approaches = **800**

Veh/Hr Minor = **100**

Total Delay (Veh-Hrs) = **4**

Time	Major Road NE 10			Minor Road Shadybrook Dr			Warrant Met?		
	Total of All Approaches	Met?	Minor NB	Delay NB	Met?	Minor SB		Delay SB	Met?
17:00 - 18:00	1388	Yes	22	-	No	3	-	---	No
17:15 - 18:15	1388	Yes	22	-	No	3	-	---	No
17:30 - 18:30	1388	Yes	22	-	No	3	-	---	No
17:45 - 18:45	1388	Yes	22	-	No	3	-	---	No
16:00 - 17:00	1345	Yes	26	-	No	8	-	---	No
16:15 - 17:15	1345	Yes	26	-	No	8	-	---	No
16:30 - 17:30	1345	Yes	26	-	No	8	-	---	No
16:45 - 17:45	1345	Yes	26	-	No	8	-	---	No
15:00 - 16:00	1160	Yes	32	-	No	2	-	---	No
15:15 - 16:15	1160	Yes	32	-	No	2	-	---	No
15:30 - 16:30	1160	Yes	32	-	No	2	-	---	No
15:45 - 16:45	1160	Yes	32	-	No	2	-	---	No
18:15 - 19:15	1106	Yes	21	-	No	7	-	---	No
18:30 - 19:30	1106	Yes	21	-	No	7	-	---	No
18:45 - 19:45	1106	Yes	21	-	No	7	-	---	No
18:00 - 19:00	1106	Yes	21	-	No	7	-	---	No
07:00 - 08:00	1063	Yes	24	-	No	8	-	---	No
07:15 - 08:15	1063	Yes	24	-	No	8	-	---	No
07:30 - 08:30	1063	Yes	24	-	No	8	-	---	No
07:45 - 08:45	1063	Yes	24	-	No	8	-	---	No
14:00 - 15:00	1028	Yes	19	-	No	3	-	---	No
14:15 - 15:15	1028	Yes	19	-	No	3	-	---	No
14:30 - 15:30	1028	Yes	19	-	No	3	-	---	No
14:45 - 15:45	1028	Yes	19	-	No	3	-	---	No
13:00 - 14:00	929	Yes	17	-	No	2	-	---	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 3B - Peak Hour Volumes

Description

Intended for sites where the volume of intersecting traffic during one hour of the day is the principal reason for consideration of a signal installation.

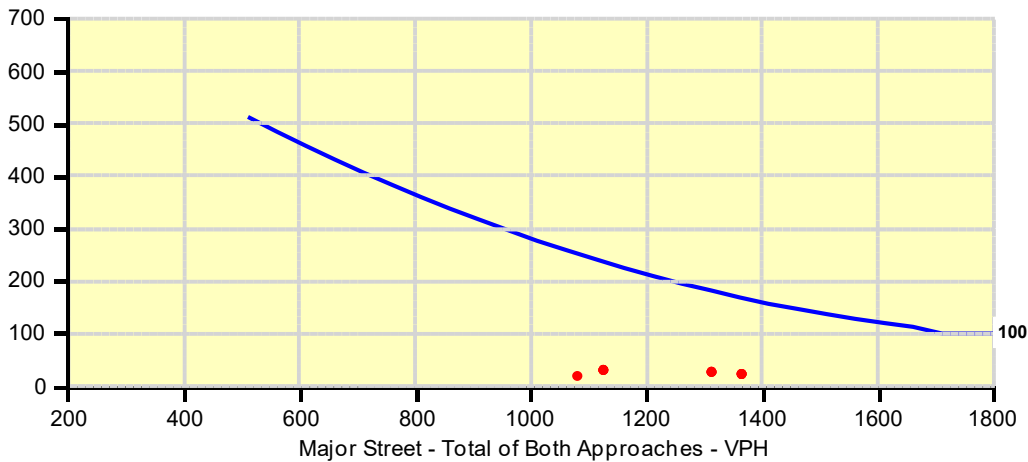
Summary

Only 0 one hour periods meet minimums.
Warrant is NOT met.

Site Data Required

Rural Settings Apply = **False**
 Number of Major Lanes = **2 or more**
 Number of Minor Lanes = **1**

Time	Major Road NE 10				Total	Minor Road Shadybrook Dr		Met?
	Major EB	+	Major WB	=		Minor NB	Minor SB	
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No



NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

Warrant 7 - Crash Experience

Description

Intended for sites where the frequency of correctible crashes in the past 12 months is the primary motivation for installing a traffic signal.

Summary

Number of crashes does not meet minimum.
Pedestrian volumes do not meet the 80% criteria.
War 1A or 1B volumes do not meet the 80% criteria.
Warrant is NOT met.

Site Data Required

Number of crashes in last 12 months = **3**

Rural Settings Apply = **False**
Number of Major Lanes = **2 or more**
Number of Minor Lanes = **1**

Crash and Volume Requirements

Minimum number of crashes = **5**

Veh/Hr Major: War 1A = **480** War 1B = **720**

Veh/Hr Minor: War 1A = **120** War 1B = **60**

Volume and Pedestrian Data

Hours data meets 80% requirements of Warrant 1A (8 needed) **0** Met? **No**

Hours data meets 80% requirements of Warrant 1B (8 needed) **0** Met? **No**

Hours data meets 80% requirements of Warrant 4 (4,1 needed) **0** Met? **No**

Major Road

NE 10

Minor Road

Shadybrook Dr

Warrant 1A Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1A?
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653	+	473	=	1126	32	2	No

Warrant 1B Details

Time	Major EB	+	Major WB	=	Total	Minor NB	Minor SB	Met1B?
17:00 - 18:00	873	+	490	=	1363	22	3	No
17:15 - 18:15	873	+	490	=	1363	22	3	No
17:30 - 18:30	873	+	490	=	1363	22	3	No
17:45 - 18:45	873	+	490	=	1363	22	3	No
16:00 - 17:00	864	+	447	=	1311	26	8	No
16:15 - 17:15	864	+	447	=	1311	26	8	No
16:30 - 17:30	864	+	447	=	1311	26	8	No
16:45 - 17:45	864	+	447	=	1311	26	8	No
15:00 - 16:00	653	+	473	=	1126	32	2	No
15:15 - 16:15	653	+	473	=	1126	32	2	No
15:30 - 16:30	653	+	473	=	1126	32	2	No
15:45 - 16:45	653	+	473	=	1126	32	2	No

NE 10th St and Shadybrook Dr

2021 Existing Traffic

24 Hour Analysis

Study Name: T-2881 NE 10 & Shadybrook Dr

Study Date : 08/26/2021

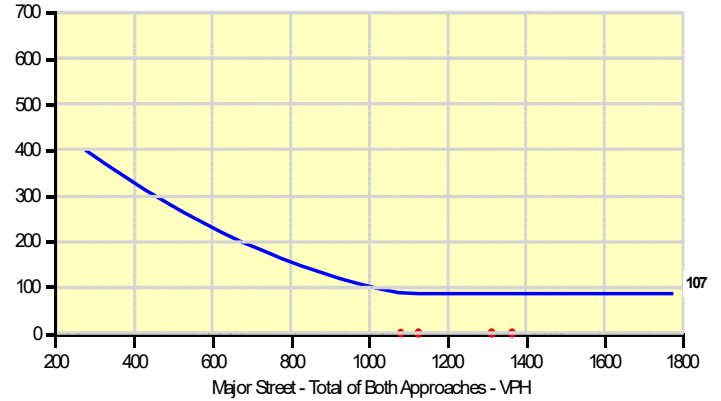
Warrant 7 - Crash Experience

Major Road

NE 10

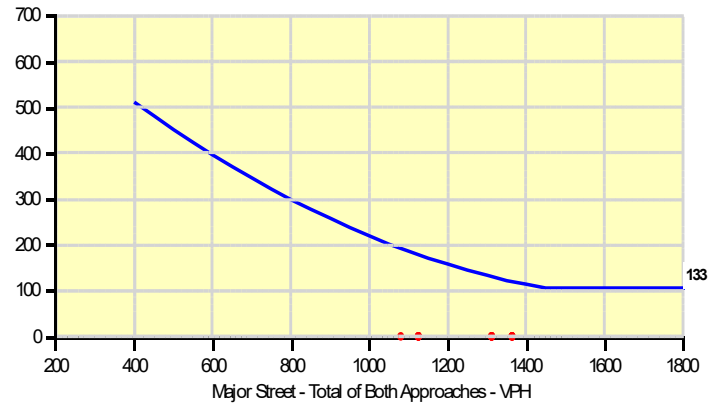
80% of Warrant 4 - 4 Hr Pedestrian Data

Time	EB Vehs	+	WB Vehs	=	Total Vehs	EB Peds	+	WB Peds	=	Ped Total	Met?
17:00 - 18:00	873	+	490	=	1363	0	+	0	=	0	No
17:15 - 18:15	873	+	490	=	1363	0	+	0	=	0	No
17:30 - 18:30	873	+	490	=	1363	0	+	0	=	0	No
17:45 - 18:45	873	+	490	=	1363	0	+	0	=	0	No
16:00 - 17:00	864	+	447	=	1311	0	+	0	=	0	No
16:15 - 17:15	864	+	447	=	1311	0	+	0	=	0	No
16:30 - 17:30	864	+	447	=	1311	0	+	0	=	0	No
16:45 - 17:45	864	+	447	=	1311	0	+	0	=	0	No
15:00 - 16:00	653	+	473	=	1126	0	+	0	=	0	No
15:15 - 16:15	653	+	473	=	1126	0	+	0	=	0	No
15:30 - 16:30	653	+	473	=	1126	0	+	0	=	0	No
15:45 - 16:45	653	+	473	=	1126	0	+	0	=	0	No



80% of Warrant 4 - 1 Hr Pedestrian Data

Time	EB Vehs	+	WB Vehs	=	Total Vehs	EB Peds	+	WB Peds	=	Ped Total	Met?
17:00 - 18:00	873	+	490	=	1363	0	+	0	=	0	No
17:15 - 18:15	873	+	490	=	1363	0	+	0	=	0	No
17:30 - 18:30	873	+	490	=	1363	0	+	0	=	0	No
17:45 - 18:45	873	+	490	=	1363	0	+	0	=	0	No
16:00 - 17:00	864	+	447	=	1311	0	+	0	=	0	No
16:15 - 17:15	864	+	447	=	1311	0	+	0	=	0	No
16:30 - 17:30	864	+	447	=	1311	0	+	0	=	0	No
16:45 - 17:45	864	+	447	=	1311	0	+	0	=	0	No
15:00 - 16:00	653	+	473	=	1126	0	+	0	=	0	No
15:15 - 16:15	653	+	473	=	1126	0	+	0	=	0	No
15:30 - 16:30	653	+	473	=	1126	0	+	0	=	0	No
15:45 - 16:45	653	+	473	=	1126	0	+	0	=	0	No





Public Works Administration

R. Paul Streets, Director

pstreets@midwestcityok.org

405-739-1061

Patrick Menefee,

City Engineer of Public Works

pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

TO: Honorable Mayor and Council

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

DATE: September 28th, 2021

SUBJECT: (TS-447) Discussion and consideration of adoption, including any possible amendment of adding STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive.

The applicant, Jimmy Gillian, has requested STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive. The speed limit for North Peebly Drive is 25 mph. The applicant has 12 signatures of support for the request. The petition, exhibits, and the MUTCD requirements for stop signs are included with this application. The item was heard and recommended for approval by the Traffic and Safety Commission on September 16th, 2021.

Approval of the request is at the discretion of the council.

Patrick Menefee, P.E.
Public Works City Engineer

Attachments

August 30, 2021

Mr. Patrick Menefee, P. E.
City Engineer
100 N. Midwest Blvd.
Midwest City, OK 73110

RE: Traffic and Safety Commission request to have "STOP" signs placed on N. Peebly Drive at its intersections with W. Havenwood Drive and Sunvalley Drive.

Dear Commissioners:

We, the residents of N. Peebly Drive in the Meadowood subdivision, request placement of "STOP" signs northbound and southbound on Peebly Drive at the referenced intersections in order to reduce speeds on Peebly Dr. Peebly is a major north-south artery on the west side of Meadowood. There is heavy vehicle traffic and significant pedestrian traffic competing with a lot of cars and pickups parked against the curbs. Recently, some of that auto traffic has been moving at ridiculous and very dangerous speeds (estimated 50-60 MPH in a 25 MPH zone). Despite the fact that the road is straight, the parked cars reduce it to a single lane and block the view of drivers attempting to back out of driveways. When you add speeding cars to the mix, collisions are inevitable. And at least one of the pedestrians is actually wheelchair-bound. N. Peebly is also on a school bus route with at least one stop in the span under discussion.

Attached is the required petition form indicating neighborhood agreement with this request.

I may be contacted at (405) 741-0006 to discuss my request.

Sincerely,



Mr. Jimmy Gillion
3204 N. Peebly Drive
Midwest City, OK 73110



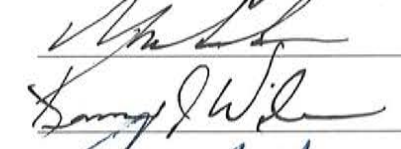
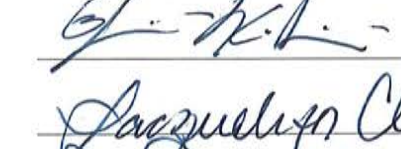
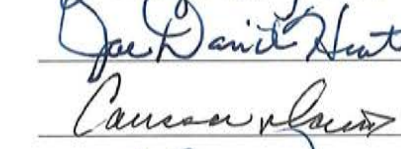

TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):

PETITION CONTACT PERSON: Name: Jimmy Gillion
Address: 3204 N. Peebly Drive
Phone: 405-741-0006

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

SIGNATURE ADDRESS AGREEMENT/DISAGREEMENT

SIGNATURE	ADDRESS	AGREEMENT/DISAGREEMENT
	3220 N. Peebly Dr	Agree
	3217 N. Peebly Dr	Agree
Robert A. Balkew	3208 N. Peebly Dr.	Agree
Vicki Jennings	3212 N. Peebly Dr.	Agree
	3213 N. Peebly Dr	Agree
Sam J. Wilson	3214 N. Peebly Dr.	Agree
	3209 N. Peebly Dr.	Agree
Jacquelyn Cleland	3205 N. Peebly Dr.	Agree
	3017 N. Peebly Dr	Agree
Cameron	3016 N. Peebly Dr	Agree
	3005 N. Peebly Dr	Agree
Brendy E. Jones	3201 N. PEEBLY DR, MWC	Agree

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Minimum volumes:

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

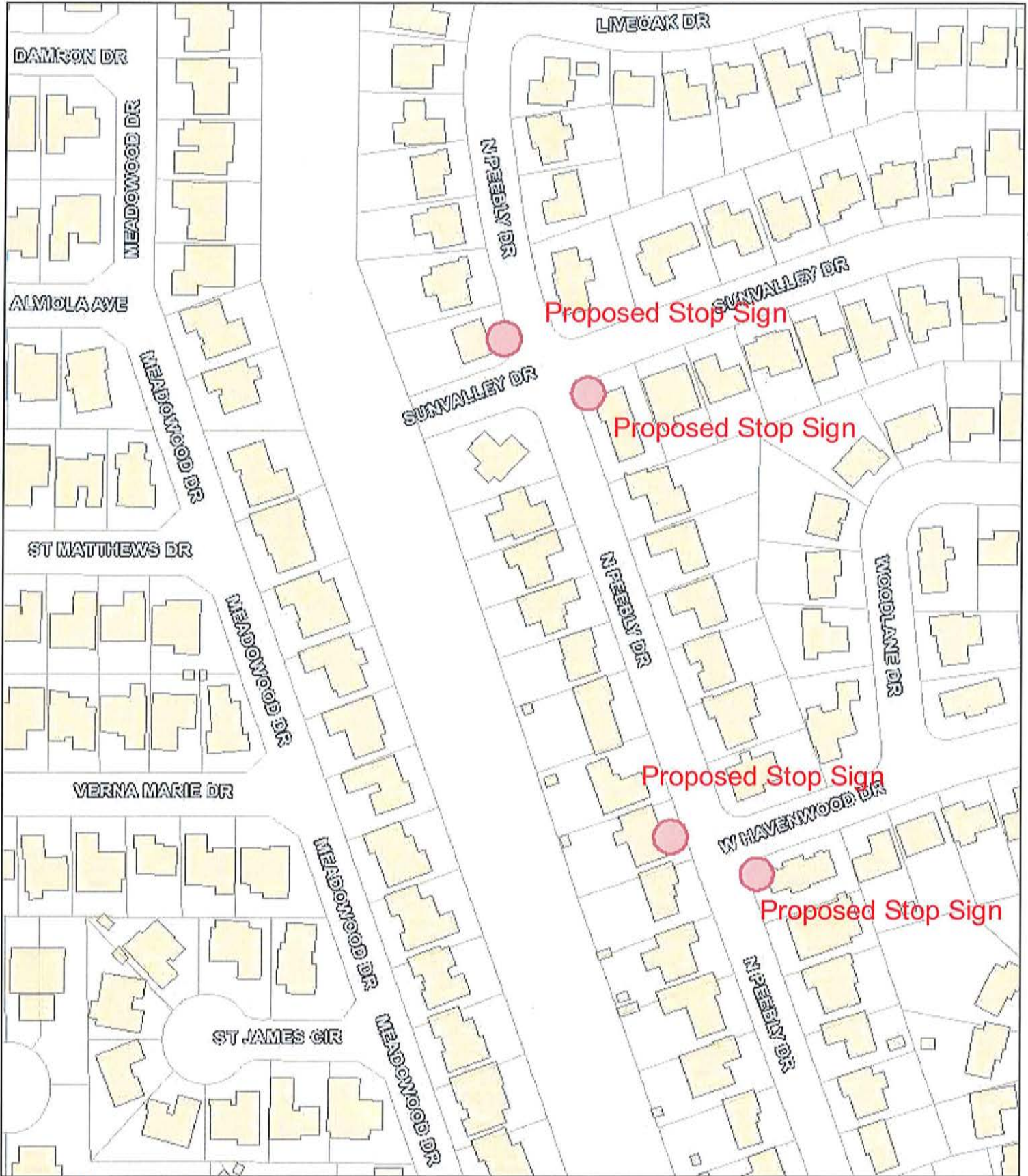
05 Other criteria that may be considered in an engineering study include:

The need to control left-turn conflicts;

The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

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; and

An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.



Legend

Street Names

Street Names

Landmark Buildings

Buildings

Parcels

1 in = 188 ft
when printed actual size
on 8-1/2"x11" paper



DISCLAIMER

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Image capture: Nov 2015 © 2021 Google

Midwest City, Oklahoma



Street View - Nov 2015





Image capture: Nov 2015 © 2021 Google

Midwest City, Oklahoma



Street View - Nov 2015





Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061

Patrick Menefee,
City Engineer of Public Works
pmenefee@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

TO: Honorable Mayor and Council

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

DATE: September 28th, 2021

SUBJECT: (TS-448) Discussion and consideration of adoption, including any possible amendment of adding STOP SIGNS at Turtlewood River Road, Shell Drive, and Tortoise Drive at their northern intersections with Turtlewood Drive.

The applicant, Ardrean Thomas, has requested STOP SIGNS at Turtlewood River Road, Shell Drive, and Tortoise Drive at their northern intersections with Turtlewood Drive. The applicant has 4 signatures of support and is the treasurer of the HOA. The petition, exhibits, and the MUTCD requirements for stop signs are included with this application. The item was heard and recommended for approval by the Traffic and Safety Commission on September 16th, 2021.

Approval of the request is at the discretion of the council.

Patrick Menefee, P.E.
Public Works City Engineer

Attachments

TRAFFIC AND SAFETY COMMISSION PETITION

Turtlewood Neighbors

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):

PETITION CONTACT PERSON: Name: *Ardrean Thomas*
Address: *2318 Box Turtle Way*
Phone: *405-760-0233*

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

Ardrean Thomas 2318 Box Turtle Way - MWC - 73130
Shirley Brown 10040 SE 26th St. Midwest City 73130
Barianne Mason 2340 Tortoise Dr. Midwest City 73130
DAYNE A. COFFEY 10824 TURTLE BACK DR. MWC, OK, 73130



Public Works City Engineer
Patrick Menefee
pmenfee@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

ATTN: Patrick

To: All Traffic and Safety Commission Applicants
From: Patrick Menefee, P.E., City Engineer
Date: May 14th, 2020
Subject: Requests

The Midwest City Engineering Division administers traffic and safety related requests with respect to current City Council adopted policies and standard engineering practices as stated in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2000 edition, as published by the United States Department of Transportation, Federal Highway Administration.

Attached are the requirements, as adopted originally by the City Council on September 13, 1994, and subsequently revised on October 13, 1998, for submitting a request to the Traffic and Safety Commission for consideration, a sample request letter (for informational purposes only), and the City's standard petition form for "STOP" signs in residential areas. The standard petition form may be modified to suit your particular request. Please be aware that all requests do not necessarily go to the Commission for consideration. Those requests meeting Council and MUTCD usage warrants, for example a street light at the end of a cul-de-sac or a "STOP" sign at the intersection of a local or collector street with an arterial street, do not require Commission action and can be handled administratively through City government. Please read through the attached information. As per Section 2, Article VII of the City's Municipal Code, the Engineering Division has prepared this information to assist you in preparing your request to be heard by the Commission and City Council.

The Traffic and Safety Commission meets monthly, as needed, to hear cases and recommend action to the City Council. Meetings are held on the third Thursday of the month in the City Council Chambers in the Municipal Center, 100 N. Midwest Blvd., at 7:00 p.m. The Commission serves as an **advisory commission** to the City Council. The Commission itself does not have the authority to implement changes. All Commission cases are forwarded, when closed, to the Council for action. The City Council usually hears Commission cases at their second meeting in the month following the Commission's meeting.

Should you have any questions concerning a request or the contents of this packet, please contact the Public Works Department at 739-1264.

May 14th, 2020

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 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 73110

2318 Box Turtle Way

HOA Treasurer

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Minimum volumes:

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

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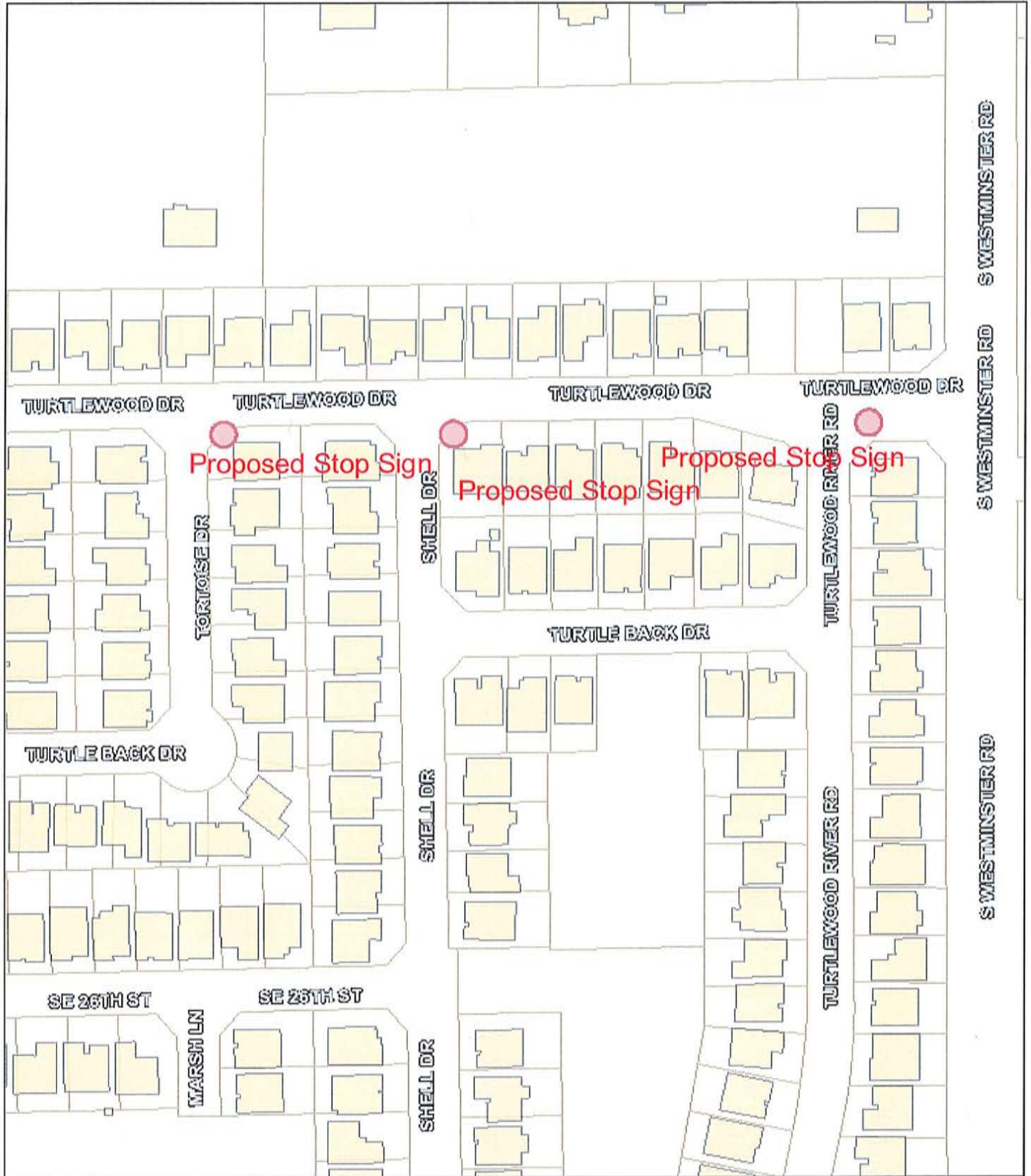
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The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

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; and

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Midwest City, Oklahoma



Street View - Dec 2015





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Midwest City, Oklahoma



Street View - Dec 2015





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Midwest City, Oklahoma



Street View - Dec 2015





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

TO: Honorable Mayor and City Council

FROM: Billy Harless, Community Development Director

DATE: September 28, 2021

SUBJECT: (PC –2088) Public hearing with discussion and consideration of adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the properties described as lots 4 and 9 of the Frank Smith Addition, addressed as 2113 S. Air Depot Boulevard.

Executive Summary: The parcel is currently zoned C-3, Community Commercial. Brielle’s Bistro restaurant is located on this parcel. The applicant is proposing to sell alcoholic beverages within the restaurant which is the reason for this Special Use Permit application. Notice was sent to all property owners within 300 feet of the area of request. Staff has not received any calls or letters of protest at the time of this writing. Action is at the discretion of the City Council.



DATES OF HEARINGS:
Planning
Commission –
September 7, 2021
City Council –
September 28, 2021

COUNCIL WARD: Ward 1,
Susan Eads

OWNER:
Henry Pham,
Phamily Properties
LLC

APPLICANT:
Dwayne Johnson

PROPOSED USE:

Eating Establishment: Sit-Down, Alcoholic Beverages Permitted

DEVELOPMENT PROPOSED BY COMPREHENSIVE PLAN:

Area of Request – OR, Office/Retail
North, South, East – OR, Office/Retail
West – COM, Commercial

ZONING DISTRICTS:

Area of Request – C-3, Community Commercial
North, South, West – C-3, Community Commercial
East – R-6, Single Family Residential

LAND USE:

Area of Request – Brielle’s Bistro restaurant
North – Air Depot Animal Hospital
South – Big K Pawn Shop/Steven’s Appliances and Plumb-Tech
East – Single Family Homes
West – Patterson’s Marine and Automotive

COMPREHENSIVE PLAN CITATION:

Commercial

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops, and pawnshops. Commercial uses often located along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the face that commercial uses often have a greater need for outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

MUNICIPAL CODE CITATION:

2.20 Community Commercial

2.20.1. General Description

This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

7.6. Special Use Permit

7.6.1. Special Use Permit

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

(A) Consideration for compatibility

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

(B) Review and approval

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

(C) Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

(A) Special use permit criteria

The City Council shall use the following criteria to evaluate a special use permit:

- 1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- 2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- 3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- 4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- 5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

NOTIFICATION:

1. Written notice was mailed to owners of real property within 300 feet of the exterior boundaries of the subject property.

HISTORY:

1. The area of request was zoned C-3, Community Commercial with the adoption of the 1985 Zoning Map.
2. The Planning Commission recommended approval of this item September 3, 2021.

STAFF COMMENTS:

Planning Division:

As noted in the Executive Summary, this Special Use Permit is required as the applicant is proposing to sell alcoholic beverages within the existing restaurant.

As of this writing, staff has not received any calls or letters of protest regarding this rezoning request.

The proposed use is classified within the Midwest City Zoning Ordinance as Eating Establishments: Sit-Down, Alcoholic Beverages Permitted. This category states that on premise consumption of alcohol is accessory to the restaurant operation.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff's opinions as to how this application meets or does not meet the required criteria:

1. The Comprehensive Plan states that one of the three basic targets of economic development programming retaining and increasing the viability of existing local businesses. Allowing this Special Use Permit will allow this existing business to offer a wider variety of products and is consistent with the targets of the Comprehensive Plan.
2. The proposed use is in harmony with the general purpose and intent of the C-3 zoning district regulations as it is located along an arterial street and neighbors other commercial properties.
3. The proposed use is not likely to adversely affect the neighboring properties. The applicant will be required to adhere to all laws regarding serving alcoholic beverages to patrons.
4. The use is not expected to generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood. The area of request is already zoned C-3 and the traffic generated from this use would likely not change much from the existing daily traffic.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

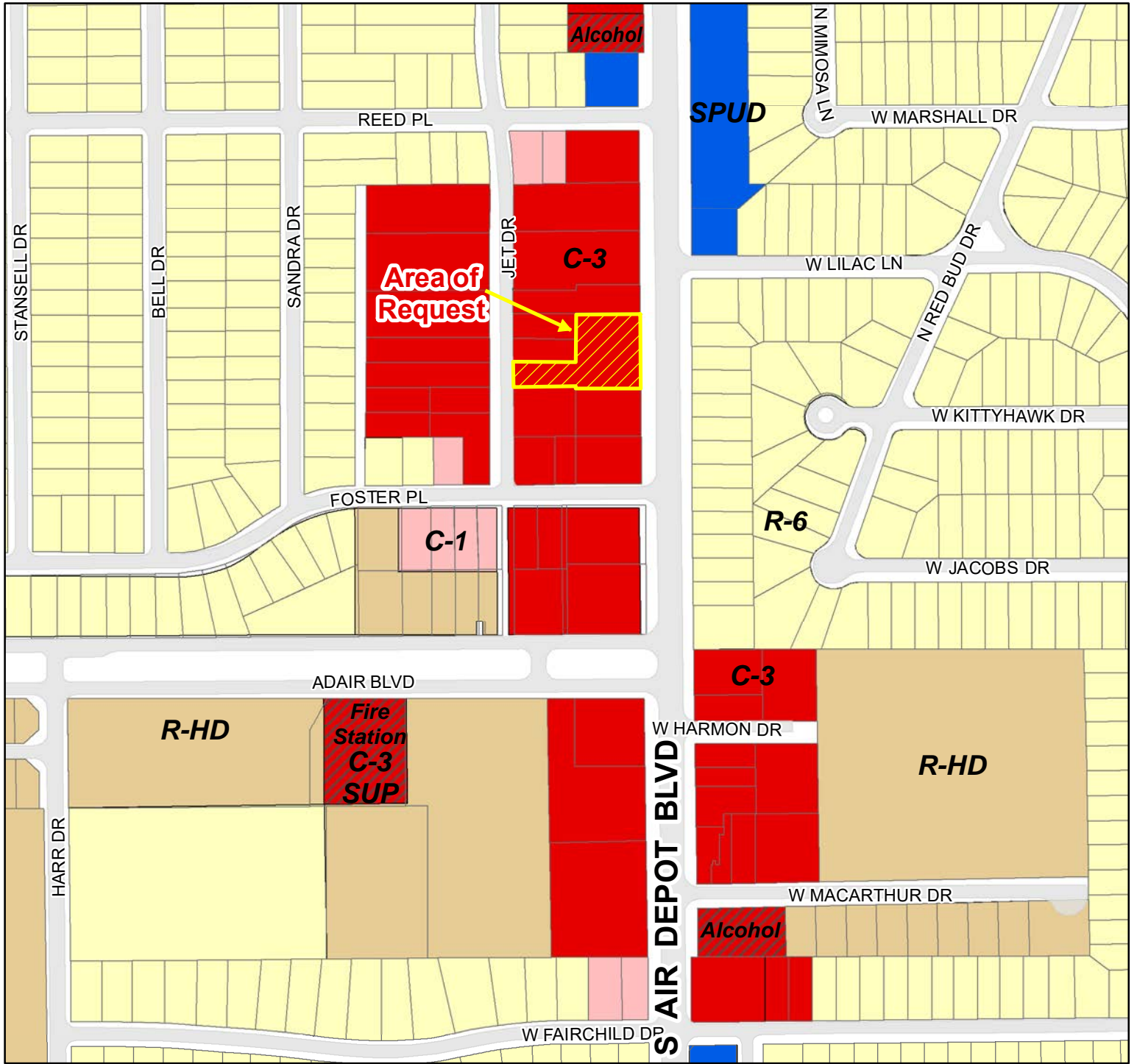
Action is at the discretion of the City Council.

Action Required: Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments as found in the September 28, 2021 agenda packet and made a part of PC-2088 file.

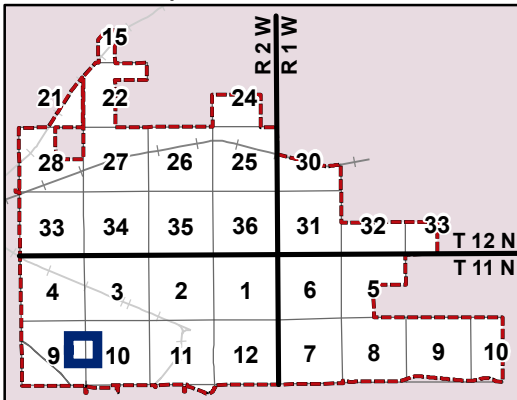


Billy Harless, AICP
Community Development Director

SS:kg



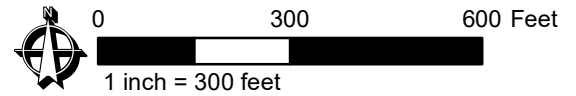
Locator Map



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-2088 (NE/4, Sec. 9, T11N, R2W)

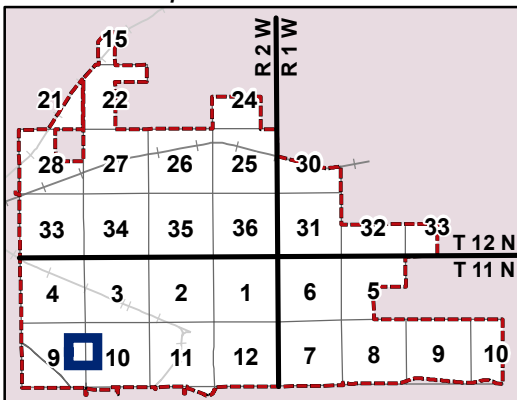


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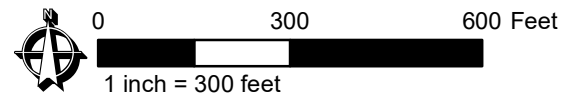


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Locator Map



**4/2021 NEARMAP AERIAL VIEW FOR
PC-2088
(NE/4, Sec. 9, T11N, R2W)**



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2 **RESOLUTION NO. _____**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW EATING ES-**
4 **TABLISHMENT: SIT-DOWN, ALCOHOLIC BEVERAGES PERMITTED AND DIRECT-**
5 **ING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT**
6 **THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

8 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
9 property with a classification of **C-3, Community Commercial**:

10 All of Lots 4 and 9, Block 1 of the Frank Smith Addition, located in the NE/4 of Section
11 9, T-11-N, R-2-W, Oklahoma County, Oklahoma and addressed as 2113 S. Air Depot
12 Boulevard.

13 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use
14 Permit for said property.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
16 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

17 That the above described property located in Midwest City, Oklahoma be and is
18 hereby granted a Special Use Permit to allow the use of **Eating Establishment: Sit-**
19 **Down, Alcoholic Beverages Permitted.**

20 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
21 homa, on the _____ day of _____, 2021.

22 THE CITY OF MIDWEST CITY, OKLAHOMA

23 _____
24 MATTHEW D. DUKES II, Mayor

25 ATTEST:

26 _____
27 SARA HANCOCK, City Clerk

28 **APPROVED** as to form and legality this _____ day of _____, 2021.

29 _____
30 DONALD MAISCH, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 28, 2021

Subject: (PC – 2089) Discussion and consideration of adoption, including any possible amendment of the proposed Madison Addition Preliminary Plat, described as a part of the NW/4 of Section 1, T11N, R2W, located at 500 and 600 Davidson Road and 527 and 531 Saint Paul Avenue.

Executive Summary: This item is a request to subdivide four parcels into forty-eight (48) individual parcels for single family development. Access to the subdivision will be via Davidson Road and Saint Paul Avenue. The applicant is proposing water and sewer line extensions to serve all of the lots. The area of request is currently zoned R-6, Single Family Detached Residential. No variances to any of the requirements of the Zoning Ordinance for development in the R-6 district will be allowed within this development. The Park Land Review Committee recommended approval of the dedication of 2.04 acres of private park land to be maintained by a Homeowners Association. The applicant has requested a partial waiver to Section 38-53 of the Subdivision Regulations regarding Tree Preservation. The waiver request is included in the agenda. If this preliminary plat is approved, the applicant may submit construction plans for all required public improvements. Once the public improvements are installed and accepted, the applicant may file a final plat application. A similar application was heard and approved in May 2020. The applicant has made changes to the density and circulation which required a new preliminary plat application. The Planning Commission recommended approval of the partial waiver request to the Tree Canopy Management Plan. Action is at the discretion of the City Council.

Dates of Hearing: Planning Commission – September 7, 2021
City Council – September 28, 2021

Council Ward: Ward 2, Pat Byrne

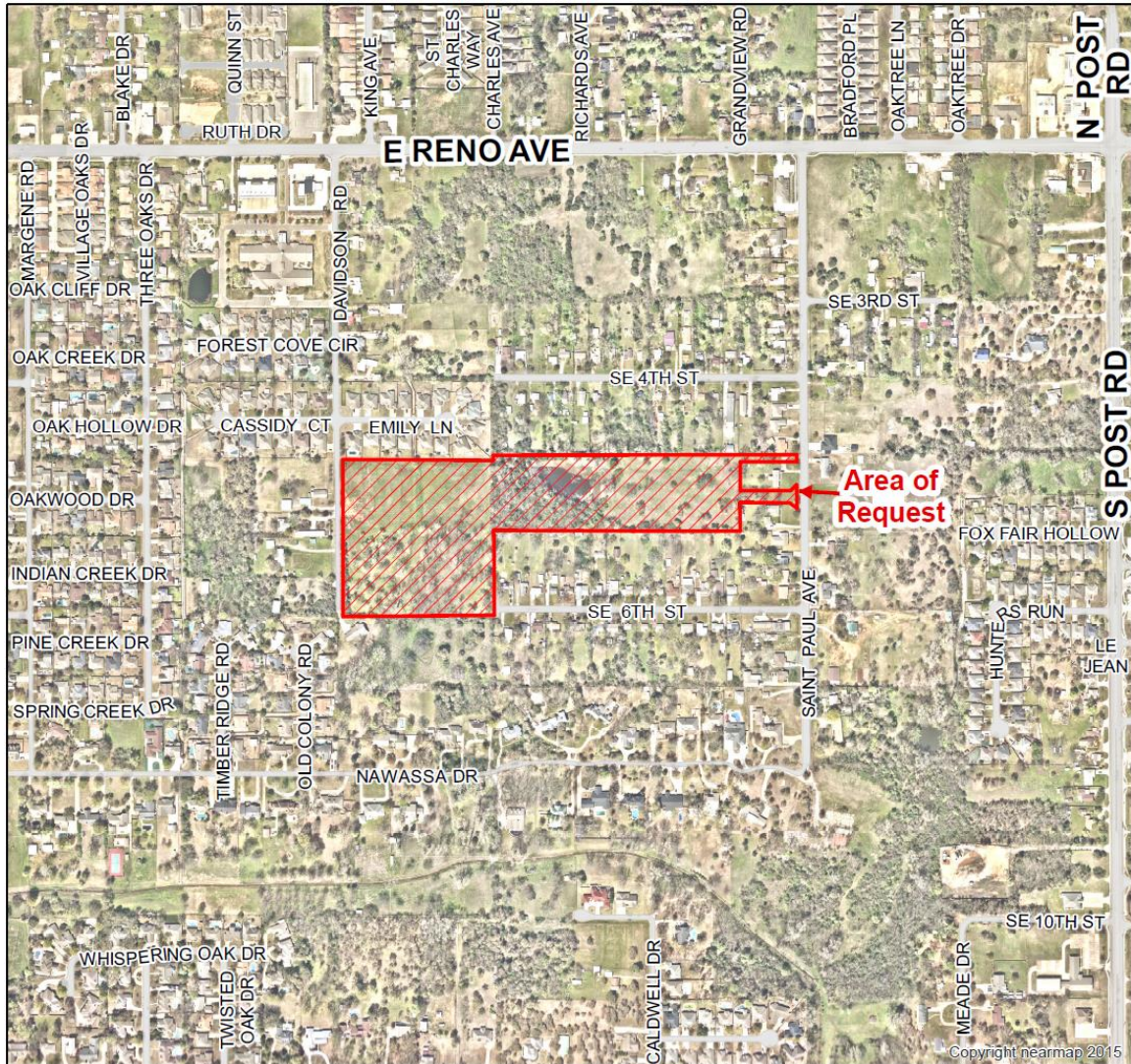
Owner/Applicant: Jim Campbell

Engineer: Jon Doyle, Cedar Creek

Proposed Use: Forty-eight (48) single family residential lots

Size:

The area of request has a frontage along Davidson Rd. of approximately 660 ft and frontage along Saint Paul Ave. of approximately 133 ft., containing an area of approximately 18.01 acres, more or less.



Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
North, South, East and West – R-6, Single Family Detached Residential

Land Use:

Area of Request – vacant
North, South and East – single family residences

Municipal Code Citation:

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

38-18.1. Purpose

The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of the Subdivision Ordinance.

History:

1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. A preliminary plat for the parcels addressed off of Saint Paul was submitted but withdrawn by the applicant in September of 2018. (PC-1960)
3. A request to rezone the parcels addressed off of Saint Paul to a PUD was denied in January 2019. (PC-1983)
4. A preliminary plat for the parcels addressed off of Davidson was approved in April of 2019, however, no public improvements have been installed and a final plat application has not been received. (PC-1990)
5. The City Council approved a preliminary plat for the area of request in May 2020 (PC-2042).
6. The Planning Commission recommended approval of this item September 7, 2021.

Engineer's Comments:

Note: This application is for a preliminary plat of Madison Addition located between Davidson Road and Saint Paul Road south of Reno Avenue.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

Water Improvements

There is an eight (8) inch public water main running along the west side of Davidson Road terminating at the proposed development. A six (6) inch public water main runs along the west side of Saint Paul Road.

The applicant has proposed extending the existing eight (8) inch public water main to the southern end of Davidson and carrying across an eight (8) inch public water main to tie into the main on Saint Paul Road. The block 4 lots off SE 6th Street will require extension of the existing six (6) inch public water main. According to the utility plan, all proposed lots would have access to public water as required in Municipal Code 43-32. The lines will be within the proposed right of way of the proposed streets.

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

The proposed development has access to multiple different sewer lines.

- An eight (8) inch main runs north to south from the middle of the Cassidy Cove Addition Section 2 bisecting the proposed development.
- An eight (8) inch main runs north to south from the east side of Cassidy Cove Addition Section 2 and runs in a straight line bisecting the proposed development.
- An eight (8) inch main runs north to south terminating at the south border of the proposed development, note that this is near the highest point of the development and unlikely to be utilized for future development.

- An eight (8) inch main runs south to north terminating at the north border of the proposed development, note that this is near the highest point of the development and unlikely to be utilized for future development.

The applicant has proposed constructing a public sewer main providing service to all of the proposed lots by extension of the eight (8) inch line running along proposed streets and utilizing existing sanitary sewers. The lines constructed outside of the right of way will be constructed in a fifteen (15) foot easement dedicated on the plat.

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

Streets and Sidewalks

Davidson Road is listed as a local road in the 2008 Comprehensive Plan. A right-of-way of 50 feet is required, 25 feet on each side of centerline with an additional ten (10) foot utility easement adjacent to the proposed development. It will be required to be dedicated on the final plat if not already existing.



Looking south on Davidson Dr. Example of half street improvements on one side eventually being improved by another half street improvement further south.



Looking south on Davidson Dr. Development area on west side of street.



End of Davidson Drive.



Looking north from end of Davidson Drive. Note condition of roadway.



Looking north on Davidson Drive, east side of roadway. Note the presence of rutting and alligator cracking.



Looking south on Davidson Drive from approximate location of new proposed road, Allison Way.

Saint Paul Road is listed as an existing collector in the 2008 Comprehensive Plan. A right-of-way of 60 feet is required, 30 feet on each side of centerline with an additional ten (10) foot utility easement adjacent to the proposed development. It will be required to be dedicated on the final plat if not already existing.



Looking south on Saint Paul Road. New proposed road, Allison Way would intersect just on the opposite side of mailbox.

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The applicant proposes to construct a public through local street, Allison Way. Most of the lots in the proposed development will front onto the new street. Of the remaining lots; four lots will front onto Davidson Road and two lots will have frontage at the cul-de-sac of SE 6th Street. Additionally, the applicant proposed to make half street improvements along Davidson Road the length of the proposed development and Allison Drive is being proposed with traffic calming islands.

For SE 6th Street, the developer will be required to construct sidewalk but not curbing since the majority of the cul-de-sac does not currently exist and curbing may cause drainage issues associated with ponding and redirection of water. However, the driveways for those associated homes will need to be constructed in such a way as if the cul-de-sac was existing.

All improvements will include sidewalks. This sidewalk will be required to be built prior to the final plat application as per Section 38-47.2.

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

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road. The subdivision plan also requires the connection of roads in a proposed subdivision if the proposal contains fifty or more proposed lots. This application has 48 lots but would meet the requirement with the proposed connections to St. Paul Road and Davidson Road.

Drainage and Flood Control, Wetlands, and Sediment Control

Previously, a similar development of the same name was approved by Council in 2020. At that time staff had a third party engineer review the drainage plan and found it satisfactory. The current proposed development does not differ much from the previously approved plan so a third party review was not required for the preliminary plat. However, the same third party engineer will be utilized to review and examine the construction plans if this preliminary plat is approved.

The proposed development is rolling with a natural drainage bisecting the property with two existing manmade ponds located on the property. The western pond was previously built by the developer when developing tracts to the north. The eastern pond is of unknown origin. Drainage to the proposed development generally is as follows:

- A developed storm sewer channel flows from north to south out of the Cassidy Cove Addition Section 2. Upon entering the proposed development, the water runs across the unimproved property into the western pond.
- An unimproved channel flows out of the Kanaly's Homeland 2nd Addition. This channel then flows into the eastern pond.
- Sheet flow runs across the eastern side of the proposed development and parts of the neighboring development to the south, eventually flowing into the eastern pond.
- Water collects off the western end of SE 6th and flows into the proposed development.
- Sheet flow comprises of the rest of the drainage both into and out of the proposed development.
- The western pond has an outfall consisting of four 24 inch pipes which then flows to the south across neighboring property through unimproved channels. This pond is detention which means it is generally dry and only temporarily holds water.
- The eastern pond does not have a piped outflow but runs around the dam on the west end. Water then flows to the south and west across neighboring property through unimproved channels. This pond is retention which means it typically holds water even during the dry season.
- All the drainage for the proposed development and surrounding land flows through unimproved channels until eventually flowing into an improved concrete channel in the Three Oaks Addition. This improved channel meanders to a point where it crosses Nawassa Drive and then flows into the Soldier Creek Tributary 6.

All the drainage eventually flows into Soldier Creek near the John Conrad Golf Course. Currently, the proposed development is undeveloped with no improvements or structures other than the two ponds.

BELOW PICTURES WERE TAKEN MARCH 23rd, 2020 after stretch of rain days



Looking east from Davidson Road.



View of west detention pond



Outfall of west pond looking downstream



Unimproved channel from west pond at southern edge of development.



Looking south at house at southern boundary, note unimproved channel flowing around house



Looking north northeast, drainage from east pond



Looking north just west of terminal of SE 6th St.



Improved drainage channel flowing from Cassidy Cove



Looking west towards Davidson Road



East pond, note ruts where it is sometimes dry



Outfall of east pond, runs around earthen dam

The applicant has proposed that a common detention pond handle all the drainage with improvements to be made throughout the development to channel water into the new pond.

The area of request has no identified flood zones or floodway as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

The National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, access October 15th, 2019 has identified the following:

- The east pond is identified as a Freshwater Pond (PUBFh)
- The channel running from Cassidy Cove Addition Section 2 is identified as a Riverine habitat (R4SBC)

The developer will be required to obtain the proper permits and complete any mitigation required from all the regulatory bodies including the Army Corp of Engineers.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

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

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed. All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

Fire Marshal's Comments:

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

Staff Comments:

The purpose of this preliminary plat is to create 48 single family residential lots. The area of request is zoned R-6, Single Family Detached Residential. If this proposed subdivision is approved, all development will be required to meet the regulations for the R-6 district as stated in the Zoning Ordinance. These regulations include:

- At least 35% of the dwelling units within the development must adhere to section 5.15 of the Zoning Ordinance pertaining to single-family driveways and garages
- The exterior of each home must be constructed of a minimum of 85% masonry materials, 100% facing the street
- 25' front setback, 20' rear setback, 7' side setbacks
- 40% maximum building coverage
- Minimum 5:12 roof pitch

One new curb-cut along Davidson Road and one new curb-cut along Saint Paul will provide access to the area of request.

The Park Land Review Committee met on August 19, 2021 to review the proposed subdivision. A total of .23 acres of park land is required based on the density of this proposed subdivision. The applicant is proposing a total of 3.34 acres of park land/common area to be dedicated to and maintained by the Homeowners Association. As the proposed park land is also being used as detention, certain elements such as lighting, seating areas and landscaping are required. The Park Land Review Committee recommended approval of private park land to be maintained by the HOA. If this preliminary plat is approved, the applicant must submit a copy of the HOA covenants with the final plat applications. The covenants must include provisions for the care and maintenance of the park land.

Section 38-53.4 of the 2012 Midwest City Subdivision Regulations requires the applicant to submit a Tree Canopy Management Plan with the preliminary plat application. The applicant has submitted a Tree Canopy Management Plan as well as a partial waiver request to this requirement. The waiver is included in this agenda packet. The applicant has provided a Tree Canopy Management Plan showing the tree canopy he intends to leave throughout the platting process. The waiver would allow the applicant to remove all trees outside of the area designated as common area. The Planning Commission recommended approval of the waiver as requested.

It should be noted that several lots back onto the area that is to be dedicated as park land. The Subdivision Regulations states that lots should not back onto park land. The applicant modified the design of this subdivision from what was approved in May 2020 to work better with the existing topography and the cost of fill. The applicant has stated that, if approved, he will include in the covenants a provision that those lots backing to the park land must have black chain-link fence to allow for visibility and a more welcoming area. It should also be noted that the park land, as approved by the Park Land Review Committee will be private and only accessible to the homeowners of the subdivision, not the public.

Action is at the discretion of the City Council.

Action Required: Approve or reject the Madison Addition Preliminary Plat located on the property as noted herein, subject to the staff comments and found in the September 28, 2021 agenda packet and made a part of PC- 2089 file.



Billy Harless, AICP
Community Development Director
KG



Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110
dhelmberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



Re: PC - 2089

Date: 31 August 2021

PC-2089 is a request for a preliminary plat for Madison Addition.

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

Respectfully,

A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger
Fire Marshal
Midwest City Fire Department

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: August 31, 2021

Subject: Engineering staff comments for pc-2089 preliminary plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2089:

Note: This application is for a preliminary plat of Madison Addition located between Davidson Road and Saint Paul Road south of Reno Avenue.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

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The applicant has proposed constructing multiple extensions of eight (8) inch public sewer mains providing service to all of the proposed lots and by utilizing existing sanitary sewers. The lines constructed outside of the right of way will be constructed in a fifteen (15) foot easement dedicated on the plat.

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End of Davidson Drive.



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The area of request has no identified flood zones or floodway as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

100 N. Midwest Boulevard, Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220

An Equal Opportunity Employer

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



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

Applicant: Jim Campbell
 Phone Number: _____
 Email: jimcampbellhomes@gmail.com
 Address: 500 S Davidson Rd

Preliminary Plat Requirements/Checklist - Engineering

The preliminary plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

38-18	Preliminary Plat:	
Administrative	North arrow, scale, date, and site location map	BB
Administrative	The total number of lots	BB
Administrative	The total area of development	BB
Administrative	The location of proposed lots, areas in Acres and Square Feet, and dimensions.	BB
Administrative 38-42.3(b)(3)	The location of property lines, existing easements, buildings, fences, cemeteries or burial grounds, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location of any natural features such as water courses, water bodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.	BB
Administrative	The location of all existing or abandoned oil or gas wells, oil or gas pipelines and other appurtenances associated with the extraction, production and distribution of petroleum products and all related easements on the site or on immediately adjacent property.	BB
Administrative	The legal metes and bounds of the property being developed.	BB
Administrative	Location of Floodplain if adjacent or within development	BB
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB
Administrative	Show the proposed street layout and right of ways.	BB



The City of
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 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	BB
38-45.4(d)	All access points to existing roadways and be of the required number.	BB
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	BB
38-45.4(n)	The names of all new proposed streets.	BB
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2(a)(1) 38-44.3(a)(2)	Preliminary stormwater management plan (SWMP)	BB
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	BB
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	BB
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	BB
38-44.3(b)(3)	If no preliminary drainage plan is required [only upon city engineer's approval, see 38-44.44 (b)(3)]: show existing drainage patterns, runoff coefficients, and the proposed changes to these items (before and after development)	NA
38-44.3(c)	The preliminary SWMP must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43), including control/sediment plans	BB
38-18.2(a)(2) 38-44.4(a)(2)	Preliminary drainage plan	BB
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	BB
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	BB
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	BB
38-44.4(c)(1)	The preliminary drainage plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development.	BB
38-44.4(c)(2)	The preliminary drainage plan must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43)	BB
38-44.4(d)(1)	Three (3) paper copies of the preliminary drainage plan	digital



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 ENGINEERING DIVISION

38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"	BB
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional	BB
38-44.5	If the development proposed is adjacent to or within the 100-year floodplain the following are required:	NA
38-44.5(a)	No Development within a floodway.	--
38-44.5(b)	All 100-year floodplains shall be maintained in an open natural condition	--
38-44.5(b)(3)(a)	The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA	--
38-44.5(b)(3)(b)	No portion of a single-family or two-family residential lot shall exist within the 100-year floodplain	--
38-44.5(b)(3)(c)	A fifteen-foot wide maintenance easement adjacent to the floodway	--
38-44.5(b)(3)(e)	All streets adjacent to a 100-year floodplain shall have a minimum ROW width of fifty (50) feet.	--
38-44.5(b)(3)(f)(2)	All streets adjacent to a 100-year floodplain shall have a minimum sixty (60) percent of the linear frontage	--
38-44.5(b)(3)(f)(3)(a)	Not more than one (1) cul-de-sac in a row adjacent to 100-year floodplain	--
38-44.5(b)(3)(f)(2)(b)(1)	A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.	--
38-44.5(b)(3)(f)(2)(b)(2)	An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek	--
38-18.2(a)(3) 38-43.3	Preliminary utility plan	BB
Administrative	The preliminary utility plan shall show the location and width of all adjacent utility easements	BB
38-38.43.2(2)	Width of all proposed utility easements	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of water mains.	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of wastewater mains.	BB
38-43.3(a)(2)	The preliminary utility plan shall include plans and specifications for fire hydrant systems.	BB
38-43.4(b)	All water and wastewater utilities including connections within the ROW or easements shall be vested to the city.	BB
38-43.4(d)	No utility or service lines shall cross another lot.	BB
38-43.4(e)	Any utility adjacent to non-city government roads shall be constructed outside that ROW and in a separate easement unless agreed upon by non-city owner and Midwest City	BB



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38-18.2(a)(5)	Preliminary site development plan	BB
Administrative	Finish floor elevations for all pad sites	BB
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	BB
38-18.2(a)(6)	Street layout plan	NA
Administrative	The classification of every street within or adjacent to the development.	--
38-45.4(b)	The streets within the development shall conform to the city's comprehensive plan.	--
38-45.4(c)	The proposed street system shall extend all existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	--
38-45.4(d)	The street layout plan shall show all access points to existing roadways and be of the required number.	--
38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	--
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	--
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	--
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	--
38-18.2 (a) (7)	Street signage and striping plan	On other sheets
Administrative	Proposed signage of development	BB
Administrative	Proposed striping if required	NA
38-18.2 (a) (9)	Other plans	NA
Administrative	If fee in lieu of improvements: include quantities and cost estimates	
Engineering Comments and Recommendations:		
Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:		



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Applicant: Jim Campbell
 Phone Number: _____
 Address: _____

Preliminary Plat Requirements/Checklist – Planning

- Lot to be subdivided is less than 5 acres
- Lot to be subdivided has an area of more than 10,000 square feet

38-48.2	Zoning Compliance	
38-48.2	All lots shall conform to zoning district compliance.	X
38-48.4	Lot Shape	
38-48.4 (A) (B)	Lots shall generally be rectangular in shape. Flag lots are prohibited. Irregular lots shall meet all width, frontage and setback requirements as required by the zoning ordinance.	X
38-48.5	Lot Lines	
38-48.5 (A) (1)	Side lot lines shall be at ninety degree angles or radial to street Right-of-Way lines to the greatest extent possible.	X
38-48.5 (B) (1)	All lot lines shall align along County, school district and other jurisdictional boundary lines.	X
38-48.6	Lot Orientation Restrictions	
38-48.6 (A)	No single-family, two-family or townhome lot shall front onto or have a driveway onto any Arterial Street.	X
38-48.6 (B)	Lots are prohibited from backing to local streets.	X
38-48.7	Limits-of-No-Access – shown on preliminary plat	
38-48.7 (A)(1)	Low Density lots shall not derive access from an Arterial Street.	X
38-48.7 (A)(2)	Lots facing Collector Streets should be minimized to the fullest extent.	NA
38-48.8	Lot Frontages	
38-48.8 (A)(1)	Each lot shall have adequate access to a street by having frontage on a street that is not less than 35' at the street Right-of-Way line. This also applies to lots fronting onto an eyebrow or bulb portion of a cul-de-sac.	X
38-48.8(B)(1)(a)	For single-family, two-family and townhomes, double frontage lots are prohibited from backing or having the side facing onto an Arterial Street without appropriate screening.	X
38-48.8(B)(1)(b)	Where lots back or side onto an Arterial Street, no driveway access is allowed onto the Arterial Street.	NA
38-48.8(B)(2)	For multifamily and nonresidential lots, if lots have frontage on more than one street, a front building line must be established for each street.	NA
38-48.8(B)(3)	Residential lots should face the front of a similar lot, park or open space.	X
38-48.10	Lot and Block Numbering	
38-48.10(A)	All lots within each phase of a development are to be numbered consecutively	X



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	within each block. Each block shall have alpha or numeric designations.	
38-48.11	Building Lines	
	Building lines along all streets shall be shown on the Preliminary Plats and shall conform with the minimum setbacks for front, side and rear yards as required by the zoning district.	X
38-48.12	Block Requirements	
38-48.12(B)(1)	Blocks for residential uses shall not be longer than 1,800 feet measured along the center line of the block.	X
38-48.12(B)(2)	When a block exceeds 600 feet in length, the Planning Commission may require a dedicated easement not less than 15 feet wide and a paved crosswalk not less than 4 feet wide to provide pedestrian access across the block.	Traffic Calming provided
38-48.12(C)(1)	Blocks used for residential purposes should be of sufficient width to allow for two tiers of lots of appropriate depth.	NA
38-48.12(C)(2)	Exceptions to the prescribed block width shall be permitted for blocks adjacent to major streets, railroads or waterways.	NA
38-48.12(C)(3)	Blocks intended for business and industrial use should be of a width suitable for the intended use, with due allowance for off-street parking and loading facilities.	NA
38-48.14	Subdivision Name Requirement	
38-48.14(A)(1)	New subdivisions shall be named so as to prevent conflict or "sound-alike" confusion with names of other subdivisions.	X
38-48.14(A)(2)	Subdivisions with similar names shall be located in proximity to each other.	NA
38-49.3	Subdivision Amenities – Where amenities are proposed in conjunction with a development, such amenities shall be reviewed and approved in accordance with the following:	
38-49.3(A)	Preliminary plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the Preliminary Plat.	Parkland is only amenity
38-49.3(B)	Plans for amenities shall then be incorporated into the screening plan and/or landscape plan for submittal as part of the construction plans.	NA
38-49.3(C)	Lighting plans for all outdoor amenities	
38-49.3(D)	Plans for structural elements shall be sealed by a licensed Professional Engineer and shall be considered for approval by the City.	NA
38-49.4	Design of Amenities	
38-49.4(A)(1)(a)	Entry features shall be constructed entirely on privately owned property and shall not suspend over a public Right-of-Way.	NA
38-49.4(A)(1)(b)	Minor elements of an entry feature may be placed within an entry street median upon Plat approval, provided that such street median is platted as a non-buildable lot and dedicated to a HOA for private ownership and maintenance.	Median platted w/in ROW
38-49.4(A)(1)(c)	An entry feature having a water pond, fountain or other water feature shall only be allowed if approved by the Planning Commission and City Council during the plat review process.	NA
38-	No entry feature, other than screening walls or extensions of screening walls,	



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49.4(A)(1)(d)	may be constructed on any portion of a single-family, two-family or townhome	NA
38-49.4(A)(1)(e)	All such features shall be constructed on lots that are platted as "non-buildable" lots and dedicated to a HOA for private ownership and maintenance.	NA
38-49.4(A)(2)	Entry features shall not encroach into the visibility triangle or otherwise impair pedestrian or vehicular visibility.	NA
38-49.4(A)(3)	The maximum height for entry features and structures shall be the maximum height of the governing zoning district as measured from the nearest street or sidewalk grade.	NA
38-49.4(B)	If private recreation facilities are provided, they shall be centrally located within the overall development to the greatest extent possible.	X
38-49.4(C)	All outdoor amenities shall provide appropriate lighting.	
38-49.4(D)	A detention or retention pond shall be considered an amenity if it meets the following design considerations:	X
38-49.4(D)(1)	Located between the building and street or completely bounded by streets	X
38-49.4(D)(2)	Viewable from public space	X

38-49.4(D)(4)	Accessible by patrons	X
38-49.4(D)(5)	Seating area, public art or fountain	Will be required w/ final plat
38-49.4(D)(6)	One tree or planter at least 16 square feet for every 200 square feet of open space, and be located within or adjacent to the open space.	Will be required w/ final plat

38-50.2 Homeowners' Association (HOA) Applicability		
38-50.2(A)	Any one or more of the following elements created as part of a development shall require formation of a HOA prior to recordation of a final plat in order to maintain the amenity or facility:	
38-50.2(A)(1)	Amenity	X - Private park
38-50.2(A)(2)	100-year Floodplain	NA
38-50.2(A)(3)	Private streets	NA
38-50.2(A)(4)	Thoroughfare screening	NA
38-50.2(A)(5)	Detention or retention ponds	X
38-50.2(A)(6)	Private park	X

38-51.2	Applicability of Parks and Open Space Dedication	
	This shall apply to all residential subdivision plats having a dwelling unit density of greater than one unit per net acre	X

38-51.5(A)	The acreage to be contributed concurrent with the final approval by the City Council of any residential subdivision plat shall be determined by the following formula:											
	<table border="1"> <tr> <td>Two acres</td> <td>X (multiplied by)</td> <td>Each 1,000 persons projected to occupy the fully developed subdivision</td> <td>=</td> <td>Amount of land to be contributed</td> </tr> <tr> <td colspan="5" style="text-align: center;">Which is</td> </tr> </table>	Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed	Which is					
Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed								
Which is												



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	.002 acres	X (multiplied by)	Number of person per dwelling unit	X (multiplied by)	# of dwelling units projected for subdivision	=	Amount of land to be contributed	
								.23 acres
38-51.6	Suitability of land							
38-51.6(A)(1)	The dedicated land should form a single parcel or tract of land at least 3 acres in size unless the Parkland Review Committee determines that a smaller tract would be in the public interest.							NA
38-52.3	Design requirements for parks and open space - Private Park land maintained by HOA							
38-52.3(A)	Parks and open spaces shall be bounded by a street or by other public uses.							X - Applicant requests to
38-52.3(B)(1)	Single-family and two-family residential lots shall be oriented such that they front or side onto parks and open spaces but do not back to them.							X ✓
38-52.3(B)(2)	Residential lots shall only be allowed to back onto a park or open space when:							
38-52.3(B)(2)(a)	A trail is provided within the related park or open space.							NA
38-52.3(B)(2)(b)	The sites physical character does not reasonably accommodate an alternative design or the layout of the subdivision complements the use of the use of park or open space (e.g., lots backing to a golf course.)							X
38-52.3(C)(1)	A proposed development adjacent to a park of open space shall not be designed to restrict public visibility or reasonable access from other area developments.							X
38-52.3(C)(2)	Street connections to existing or future adjoining subdivisions shall be required to provide reasonable access to parks and open space areas.							NA
38-52.3(D)(1)	Where a non-residential use must directly abut a park or open space area, the use shall be oriented such that it sides, and does not back onto the park or open space area if at all possible							NA
38-52.3(D)(2)	Nonresidential uses shall be separated from the park or open space by a minimum 6 foot tall decorative metal fence with an irrigated living screen.							NA
38-52.3(E)	Alleys should not be designed to encourage their use as a means of vehicular, bike or pedestrian travel to the park.							NA
38-52.3(F)(1)	Public access into parks and open spaces shall not be less than 50' in width at the public Right-of-Way line, at the street curb, and at any other public access point.							X
38-52.3(F)(2)	Such access shall not be part of a residential lot or other private property.							X
38-52.8	Hike-and-Bike Trail Requirements							
38-52.8(B)	Hike-and-Bike trails, especially those providing access too and along 100-year Floodplains and other open spaces, shall be in accordance with the following design criteria:							NA
38-52.8(B)(1)	A minimum 30' wide level ground surface shall be provided for a 10' wide public hike-and-bike trail. The 30' wide level ground surface (compliant with ADA) may be provided within and/or outside of the 100-year floodplain.							NA
38-52.8(B)(2)	The Right-of-Way of a public street may count towards the 30' wide, ADA compliant level ground surface upon approval from the Director of Community Services.							NA

HOA requests to allow lots to back to park land. Black chain link fences will be a requirement for the lots that back to park land in covenants



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38-52.8(B)(4)	The hike-and-bike trail shall be designed to minimize visibility blind spots from public streets for public safety purposes.	NA
38-52.8(C)(1)	The Director of Community Services shall have the authority to determine the placement of a public hike-and-bike trail at the time of the preliminary plat review and approval.	
38-52.8(C)(2)	The location of such trails shall be safe and economical.	
38-52.8(C)(3)	No development shall interrupt future trail routes or otherwise hinder efficient public access to or from an existing or future planned trail.	
38-52.8(D)(1)	The location of trails within developments adjacent to or within a 100-year Floodplain recognized on the Trails Master Plan shall be coordinated with the Director of Community Services and shall be staked in the field by the developer and approved by the Director of Community Services prior to the submittal of a preliminary plat.	
38-52.8(D)(2)	The location of the trail shall be specified on the preliminary plat as the approved location for the hike-and-bike trail, and an easement for such shall be shown on the preliminary plat and final plat for any portions of the trail that traverse private property.	
38-52.8(E)	When development is adjacent to an undeveloped property, a pedestrian access stub-out in conjunction with a street connection to the edge of the development shall be required to allow for future access between developments as indicated on the Trails Master Plan.	
38-53.4	Tree Canopy Management Plan	
38-53.4	A Tree Canopy Management Plan shall be required as part of the preliminary plat. This only applies to sites five acres or larger.	X
38-53.5(B)(1)	The applicant shall prepare a Tree Canopy Management Plan and shall submit the plan as part of the preliminary plat application.	X
38-53.5(B)(2)	Within the Tree Canopy Management Plan, the applicant shall provide the following information:	X
38-53.5(B)(2)(a)	Pre-development tree canopy coverage (as determined by the City)	X
38-53.5(B)(2)(b)	Post-development tree canopy coverage (as determined by the applicant)	X
38-53.5(B)(2)(c)	Visual identification of tree canopy to be removed.	X
38-53.5(C)(1)	Tree Canopy Management Plan shall be reviewed by the Director of Community Development for compliance with all standards.	X
38-53.5(C)(2)	After reviewing the Tree Canopy Management Plan, the Director of Community Development shall make a recommendation to the Planning Commission and City Council. The Director must act within 30 days of the official filing date of the preliminary plat application.	Waiver requested
38-53.6	Tree Preservation Requirements	
38-53.6(A)	Option A (Standard Option) – Only trees in the following areas may be removed:	Waiver requested



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38-53.6(A)(1)	The Tree Canopy or any tree located within any street Right-of-Way may be removed.	Waiver requested
38-53.6(A)(2)	The Tree Canopy or any tree located within any area dedicated for water, wastewater, drainage and other similar infrastructure needs may be removed.	↓
38-53.6(A)(3)	The Tree Canopy or any tree located within any area required by the subdivision ordinance for a site feature, such as a screening wall, may be removed.	
38-53.6(B)	Option B (Alternative Compliance)	NA
38-53.6(B)(1)	The applicant may elect to develop a site using the Residential Cluster Development option.	
38-53.6(B)(2)	In the design of the Tree Canopy Management Plan, if a Residential Cluster Development Option is used, only the Tree Canopy or trees within the designated open space areas shall be preserved.	
38-53.7	Tree Mitigation Plan – Required if trees are removed prior to approval of a Tree Canopy Management Plan	
38-53.7(B)(2)	Tree Mitigation Requirements:	
38-53.7(B)(2)(a)	The applicant shall calculate the area of Tree Canopy that should have been preserved under Option A or Option B.	
38-53.7(B)(2)(b)	The resulting calculation shall be the amount of Tree Canopy that shall be restored.	
38-53.7(B)(2)(c)	Replacement trees shall be required to cover an area equal to the calculated restoration area.	
38-53.7(B)(2)(d)	The applicant shall calculate the number of replacement trees needed to cover the calculated restoration area.	
38-53.7(B)(2)(e)	In calculating the area for replacement trees, the mature size of replacement trees shall be used.	
38-53.7(B)(2)(f)	In calculating the area for replacement trees, only large trees shall be used.	
38-53.7(B)(2)(g)	Tree Canopy coverage at maturity is to be obtained through the planting of 2.5 inch caliper trees at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(h)	Replacement trees shall be a minimum 2.5 inch caliper trees.	
38-53.7(B)(2)(i)	Replacement trees shall be planted at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(j)	The Tree Canopy Management Plan shall show graphically the location of each replacement tree.	
38-53.7(B)(2)(k)	The number of replacement trees shall be shown in a tabular format and indicated the tree species and area of coverage assumptions for each tree species at maturity.	
38-53.7(B)(2)(l)	Replacement trees shall be planted prior to the approval of a final plat.	
38-53.7(B)(3)	Alternative Tree Mitigation Requirements	



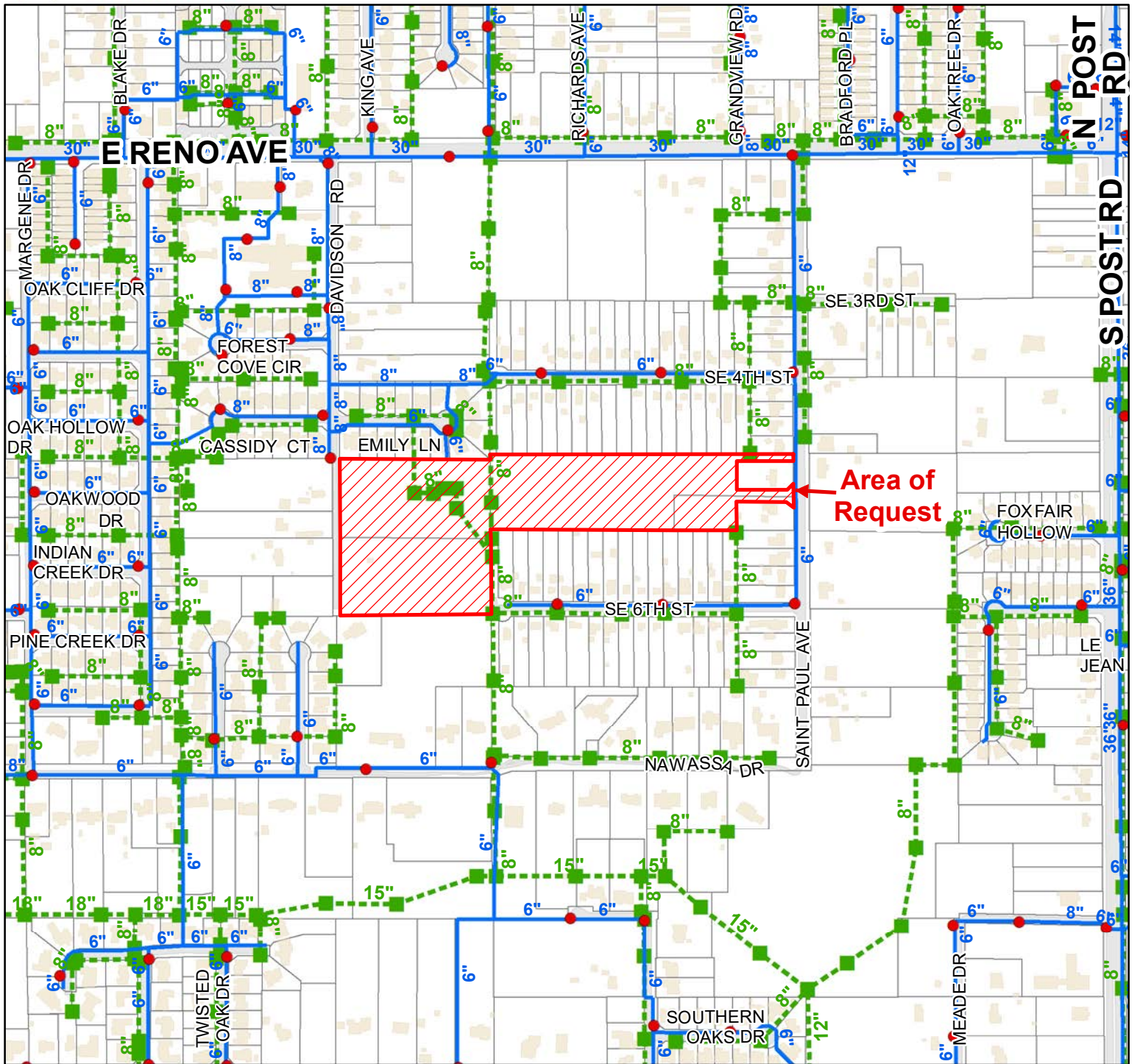
The City of
MIDWEST CITY
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	Administrative	
	One digital copy of the preliminary plat	X
	Three 24x36 copies of the preliminary plat to scale	X
	Name of subdivision centered at the top of the preliminary plat.	X
	Name of city, county, state, section, township and range centered and printed at the top of the preliminary plat.	X
	Name and address of the owner of record, the subdivider, the owners engineer and the registered surveyor preparing the plat.	X
	Legal description of the property to be subdivided, including the acreage and number of proposed lots in the subdivision.	X
	Key map showing the location of the property to be subdivided referenced to existing or proposed arterial streets or highways.	X

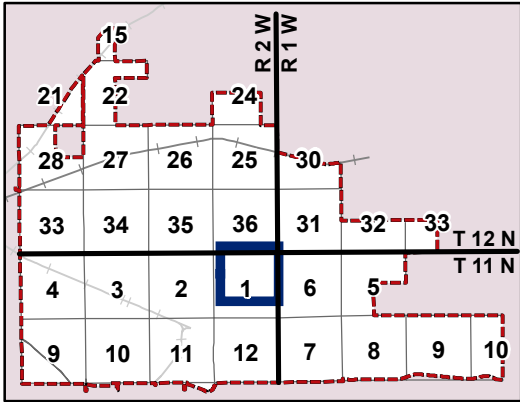
Preliminary Plat Requirements/Checklist - Zoning

5.14.1	Lot Variety Required (required for areas 5 acres or larger)	
5.14.1(A)	Applicability – This section only applies to single-family residential developments of 5 acres or larger.	X
5.14.1(B)(1)	15% of lots within a development shall be larger than the minimum lot size. Lots shall be increased at least 20% of the minimum lot size.	X
5.14.1(B)(2)	15% of lots within a development may be smaller than the minimum lot size. Lot sizes shall not be reduced greater than 20% of the minimum lot size.	NA
5.14.1(C)	Single-family lots shall not be smaller than 6,000 square feet.	X
5.14.1(D)	Lots of various sizes shall be evenly distributed throughout a development.	X

Additional Notes:



Locator Map

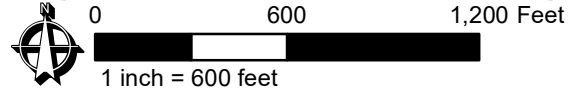


Water/Sewer Legend

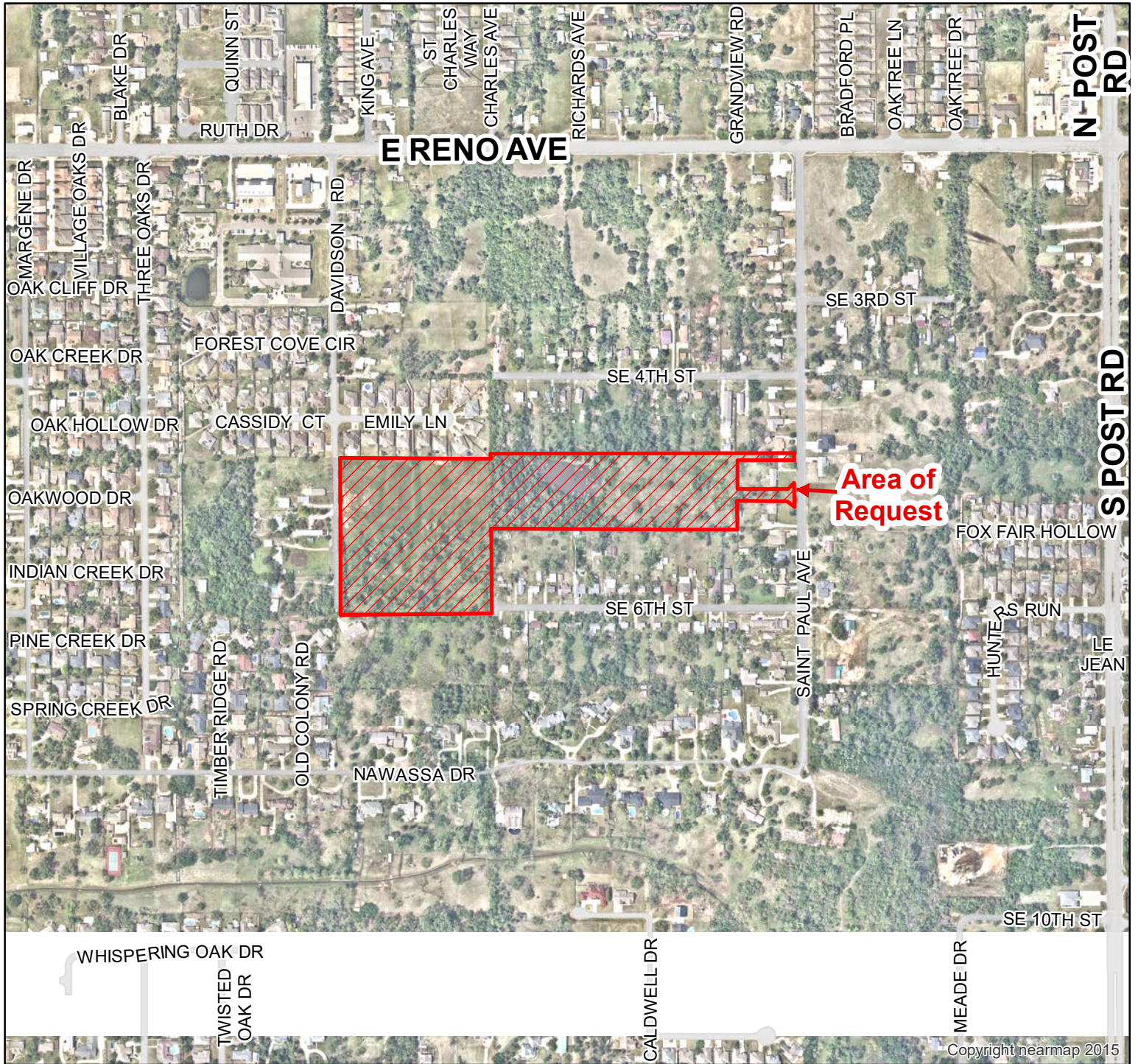
- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2089**

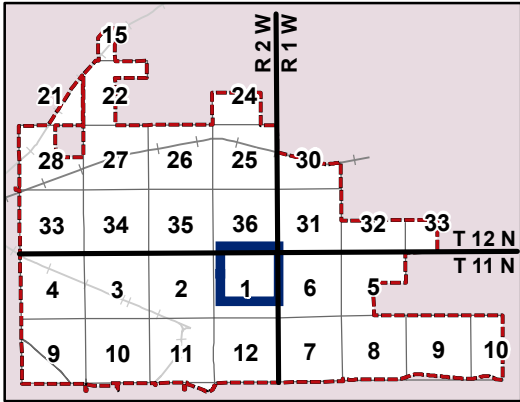
(N/2, Sec. 1, T11N, R2W)



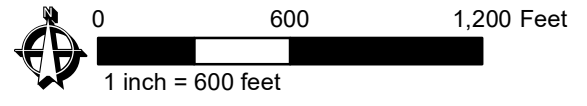
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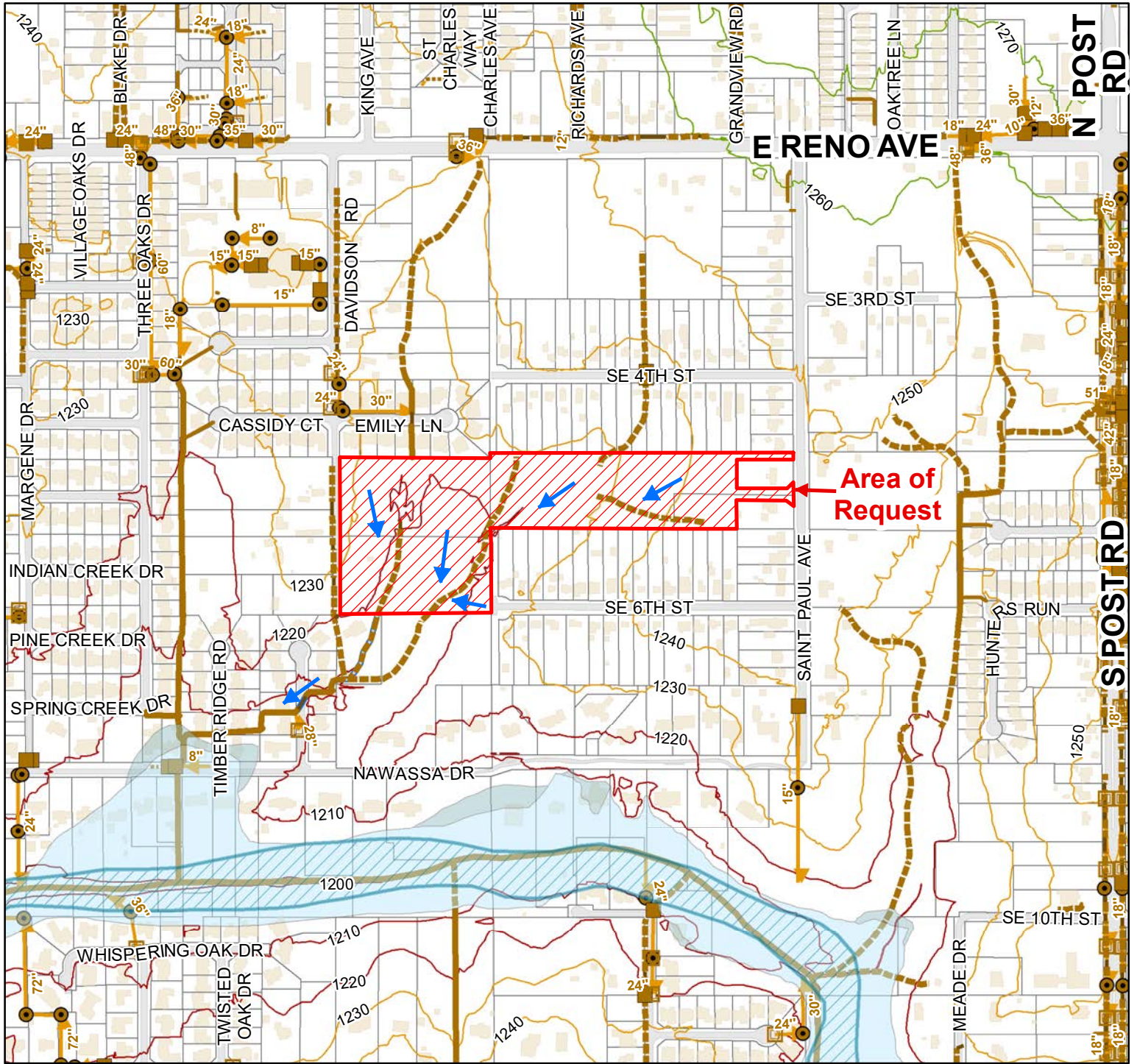
Locator Map



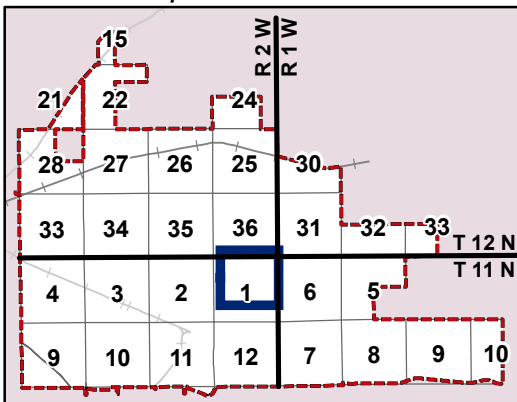
**2021 NEARMAP AERIAL VIEW FOR
PC-2089
(N/2, Sec. 1, T11N, R2W)**



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Locator Map

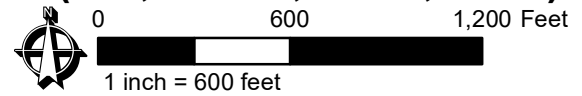


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

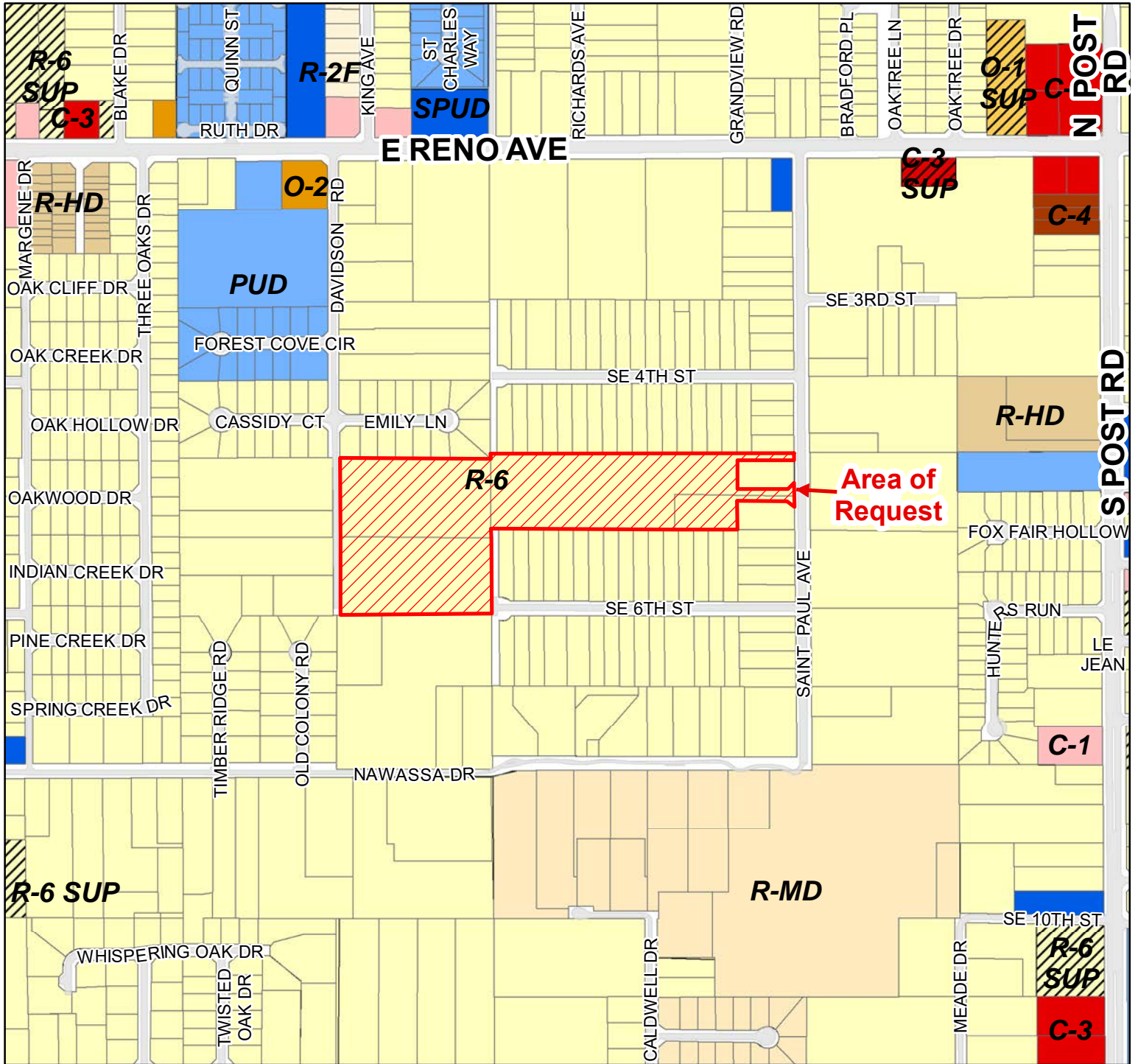
2009 FEMA Floodplains

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

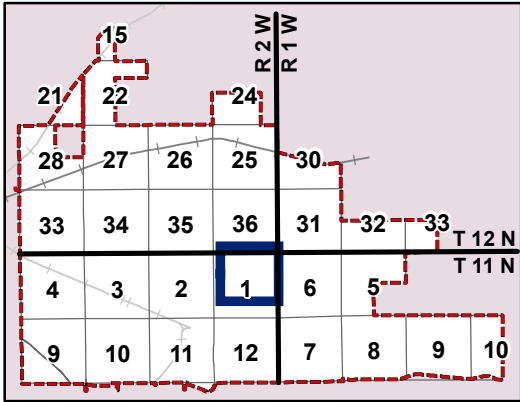
DRAINAGE LOCATION MAP FOR PC-2089 (N/2, Sec. 1, T11N, R2W)



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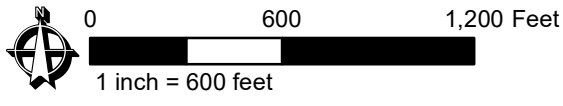
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-2089
(N/2, Sec. 1, T11N, R2W)**



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PRELIMINARY PLAT OF MADISON ADDITION

A PART OF THE NW/4 OF SECTION 01, T11N, R2W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

OWNER/SUBDIVIDER:
JOHNS DEVELOPMENT LLC
P.O. BOX 20788
MIDWEST CITY, OK 73140
405-736-8780

SURVEYOR:
CEDAR CREEK LAND SURVEYING
100 N.W. 130TH AVENUE
OKLAHOMA CITY, OK 73113
405-890-7603

ENGINEER:
CEDAR CREEK ENGINEERING
P.O. BOX 1484
OKLAHOMA CITY, OK 73113
405-778-3380

07.23.21



1. (1) A 10' x 10' SECTION
A 10' x 10' lot being a part of the North Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 01, T11N, R2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

1. (2) A 10' x 10' SECTION
A 10' x 10' lot being a part of the South Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 01, T11N, R2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

1. (3) A 10' x 10' SECTION
A 10' x 10' lot being a part of the North Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 01, T11N, R2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

1. (4) A 10' x 10' SECTION
A 10' x 10' lot being a part of the South Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 01, T11N, R2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Prepared by Tom E. McNair, P.E., on March 19, 2020. The House of Record to the East line of the NW 1/4, MAP 80757, per the records of the Oklahoma State Office.

AND
A part of the North Half (NH) of North Half (NH) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 01, Township 11N, Range 2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the Southeast Corner of Land North Half (NH) of North Half (NH) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 01, Township 11N, Range 2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

1. (1) A 10' x 10' SECTION
A 10' x 10' lot being a part of the North Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 01, Township 11N, Range 2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

1. (2) A 10' x 10' SECTION
A 10' x 10' lot being a part of the South Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 01, Township 11N, Range 2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

AND
A part of the North Half (NH) of North Half (NH) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 01, Township 11N, Range 2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

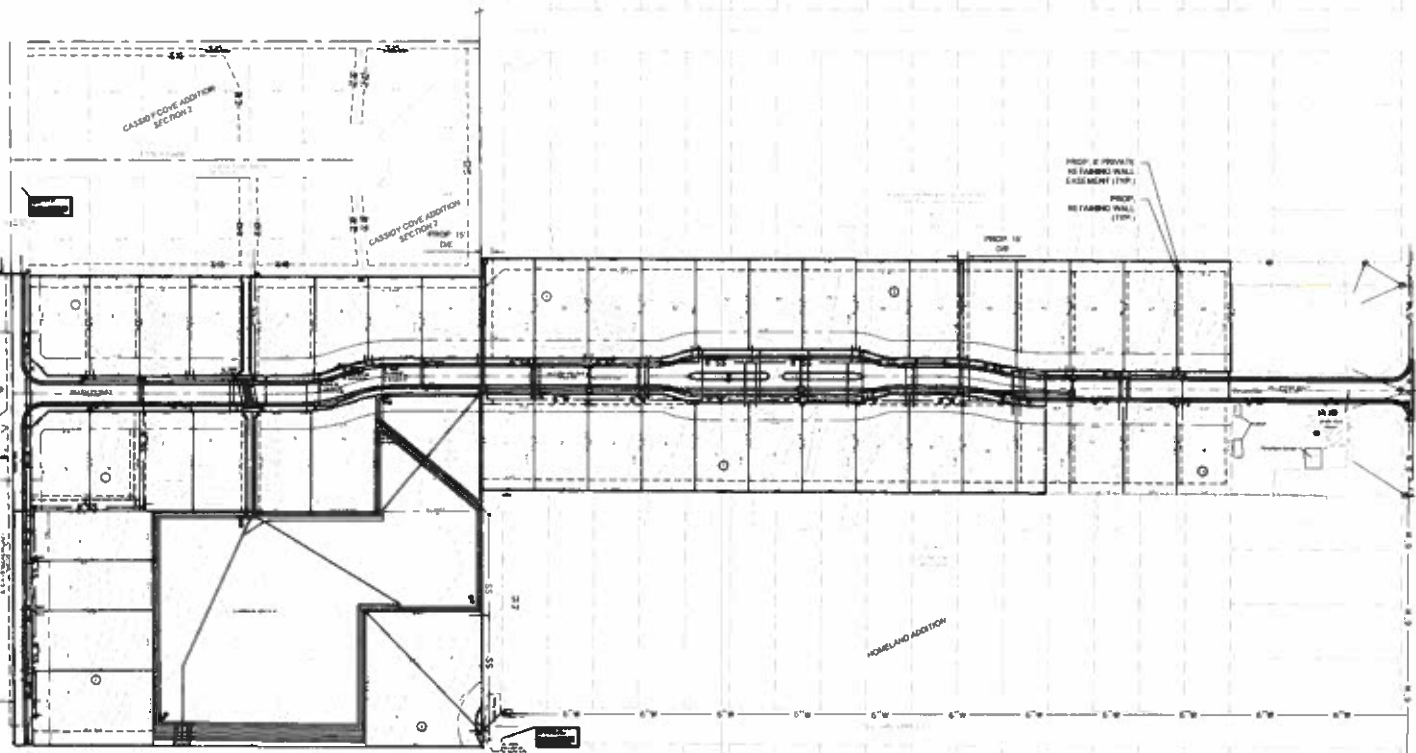
Establishing at the Southeast Corner of Land North Half (NH) of North Half (NH) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 01, Township 11N, Range 2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

1. (1) A 10' x 10' SECTION
A 10' x 10' lot being a part of the North Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 01, Township 11N, Range 2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

1. (2) A 10' x 10' SECTION
A 10' x 10' lot being a part of the South Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 01, Township 11N, Range 2W, I.M. in the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- EXISTING CONCRETE CURB AND OUTER PROPOSED CONCRETE CURB AND OUTER
- PROPOSED FIRE LANE STRIPING
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- GAS LINE
- UNDERGROUND TELEPHONE
- UNDERGROUND FIBER OPTIC
- SANITARY SEWER
- WATER LINE
- BENCHMARK
- ⬇ FIRE HYDRANT
- ⊕ WATER VALVE
- ⊕ EX. WATER METER PVT
- ⊕ EX. WATER METER
- ⊕ PROP. WATER METER
- ⊕ EX. SPRINKLER VALVE
- ⊕ EX. AUTO SPRINKLER
- ⊕ EX. ELECT. PEDESTAL
- ⊕ EX. ELECT. TRANSFORMER
- ⊕ EX. ELECT. METER
- ⊕ PROP. ELECT. METER
- ⊕ EX. AIR CONDITIONER
- ⊕ EX. SIGNAGE
- ⊕ EX. LIGHT POLE
- ⊕ EX. BOLLARD
- ⊕ PROP. INLETS (SEE GRADING PLAN FOR TYPE)
- ⊕ VERTICAL SEPARATION REQUIREMENT
- ⊕ EX. POWER POLE
- ⊕ PROP. POWER POLE
- ⊕ EX. TELEPHONE PED.
- ⊕ EX. TELEPHONE MANNHOLE
- ⊕ EX. TRAFFIC SIGNAL LIGHT
- ⊕ EX. TRAFFIC CONTROL BOX
- ⊕ EX. FLAG POLE
- ⊕ EX. YARD LIGHT
- ⊕ EX. GREASE TRAP
- ⊕ EX. SS MANNHOLE
- ⊕ PROP. SS MANNHOLE
- ⊕ EX. GAS METER
- ⊕ PROP. GAS METER
- ⊕ EX. ELEC. MANNHOLE
- ⊕ EX. STORM MANNHOLE



CURVE TABLE (CENTERLINE)

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	64.74'	200.00	N 71°27'12" E	N 80°42'18" E	64.46'
C2	64.74'	200.00	N 71°27'12" E	N 80°42'18" E	64.46'
C3	71.37'	300.00	N 76°17'37" E	S 83°10'06" E	71.60'
C4	70.13'	300.00	N 76°15'58" E	S 83°10'56" E	70.01'

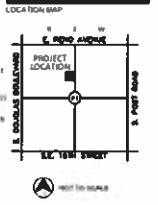
LINE TABLE (CENTERLINE)

LINE #	LENGTH	DIRECTION
L1	15.49'	N 71°25'54" E
L2	6.66'	S 15°20'05" E

TOTAL NUMBER OF LOTS: 48
TOTAL ACREAGE OF SUBDIVISION: 17.75 ACRES



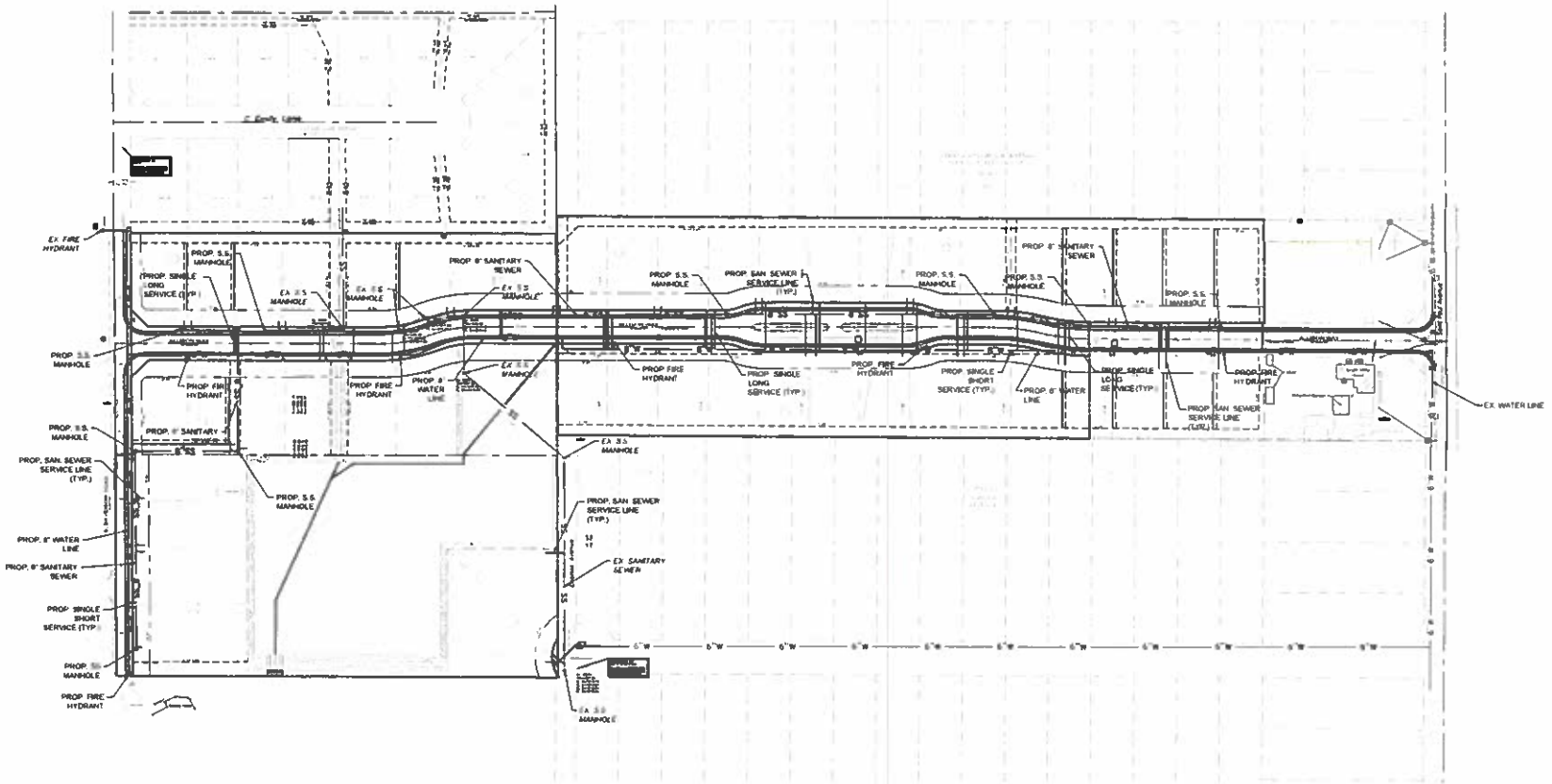
PRELIMINARY UTILITY PLAN



PROJECT:
MADISON ADDITION
 MIDWEST CITY, OKLAHOMA
 PROJECT NUMBER: 1904.0
 DRAWING DATE: 03.19.20
 ISSUE DATE: 03.19.20

SCALE:
 SUBMITTAL:
PRELIMINARY PLAT SUBMITTAL
 REVISIONS:
 NO. DATE DESCRIPTION
 1 03.19.20
 2 03.19.20
 3 03.19.20
 4 03.19.20
 5 03.19.20
 6 03.19.20
 7 03.19.20
 8 03.19.20
 9 03.19.20
 10 03.19.20

DRAWING TITLE:
PRELIMINARY UTILITY PLAN
 SHEET:
C3.00

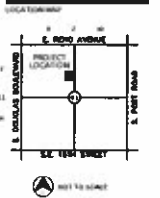


UTILITY NOTES

- A. CONTRACTOR SHALL REFER TO THE CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE WRITTEN SPECIFICATIONS, CONSTRUCTION DRAWINGS, STORM WATER POLLUTION PLAN AND GEOTECHNICAL REPORT.
- B. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE OWNER'S DESIGN GUIDELINES AND SPECIFICATIONS AND WHERE APPLICABLE SHALL MEET THE REQUIREMENTS OF THE GOVERNMENTAL AUTHORITY HAVING JURISDICTION.
- C. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN HORIZONTAL AND VERTICAL CONTROL, REFERENCE POINTS AND CONSTRUCTION STAKING AS INCIDENTAL TO THE PROJECT.
- D. THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS AND PROPERTY LINE SATURATED DRAINAGE PRIOR TO CONSTRUCTION START.
- E. ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED AS INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT.
- F. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND MEP PLANS AND SPECIFICATIONS BEING A PART OF THE CONSTRUCTION DOCUMENTS FOR THE EXACT LOCATIONS AND DIMENSIONS OF ENTRY EAST PORCHES, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE, AND DOWNSPOUT LOCATIONS/SPECIFICATIONS/DETAILS.
- G. REFER TO ARCHITECTURE PLANS FOR SITE LIGHTNING/LIGHT POLE BUSES AND ELECTRICAL CONDUIT PLACEMENT AND SPECIFICATIONS. POLE LOCATIONS ARE SHOWN ON THIS SHEET FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND ADJUST ANY CONSTRUCTED CONFLICTS WITH UNDERGROUND UTILITIES, SIDEWALKS, ETC.
- H. CONTRACTOR IS REQUIRED TO CALL ONE CALL AS WELL AS THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION/CONSTRUCTION ACTIVITIES TAKE PLACE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.
- I. CONTRACTOR SHALL ENSURE ALL CONSTRUCTED UTILITIES MEET THE MINIMUM REPAIRATION AND COVER REQUIREMENTS SET FORTH BY THE PROVIDER, FEDERAL/STATE/LOCAL REGULATIONS OR SPECIFICATIONS. IN THE EVENT THERE IS A CONFLICT THE MOST STRINGENT SHALL APPLY.
- J. GENERAL CONTRACTOR TO PROVIDE 2" X 2" THICK CONCRETE APRON AT ALL CLEANOUTS, VALVES AND METERS OUTSIDE OF BUILDING.
- K. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TAP AND THE OFFERS REQUIRED, AS WELL AS COST OF UNDERGROUND SERVICE CONNECTIONS TO THE BUILDINGS.
- L. THURST BLOCKING SHALL BE PROVIDED AT ALL BENDS, TEES AND FIRE HYDRANTS.
- M. DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
- N. ALL WATER AND BANTARY SEWER LEADS TO BUILDING SHALL END 1' OUTSIDE THE BUILDING LIMITS AS SHOWN ON PLAN AND SHALL BE PROVIDED WITH A TEMPORARY PLUG AT END.
- O. ALL FIRE HYDRANTS SHALL BE PROVIDED WITH AN APPROVED GATE VALVE A MINIMUM OF 24" UNLESS OTHERWISE SPECIFIED BY CITY OFFICIAL FROM HYDRANT.
- P. CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF OSMA OBJECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PERFORMANCE CRITERIA AS REQUIRED BY OSMA.
- Q. REFER TO FIRE PROTECTION SHEETS FOR LOCATION AND DETAIL OF FIRE LINE LEAD IN. FIRE LINE SHALL BE STIPPED UP 1' ABOVE FFE IN SPRINKLER ROOM.
- R. REFER TO PLUMBING SHEETS FOR LOCATION AND DETAILS OF SEWER, DOMESTIC, AND IRRIGATION CONNECTIONS.
- S. CONTRACTOR SHALL REFER TO IRRIGATION PLANS FOR ACTUAL LOCATION, SIZE, LENGTH AND DEPTH. TEMPORARILY PLUG BOTH ENDS. WHEN FINISH CONTRACTOR SHALL REMOVE TEMPORARY PLUGS, INSTALL LINES AND PROPERLY SEAL BOTH ENDS.
- T. THE FIRE DEPARTMENT CONNECTION (FDC) SHALL BE LOCATED ON THE STREET SIDE OF ANY STRUCTURE. THE FDC SHALL BE LOCATED AND ARRANGED SO THAT THE HOSE LINES CAN BE READILY ATTACHED TO THE INLET WITHOUT INTERFERENCE FROM OBJECTS.
- U. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE EXTENDING OF ALL UTILITY SERVICE LINES TO THE MAIN UTILITY LINES.
- V. ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE NOTED.
- W. CONTRACTOR SHALL REFER TO LANDSCAPE AND IRRIGATION PLAN FOR LOCATION AND CONSTRUCTION DETAILS OF LANDSCAPING AND IRRIGATION.



PRELIMINARY SITE DEVELOPMENT PLAN



PROJECT
MADISON ADDITION

MIDWEST CITY, OKLAHOMA

PROJECT NUMBER: 1901
DRAWING DATE: 05/19/09
ISSUE DATE: 05/19/09

SCALE:

SUBMIT 1 of:
PRELIMINARY PLAT SUBMITTAL

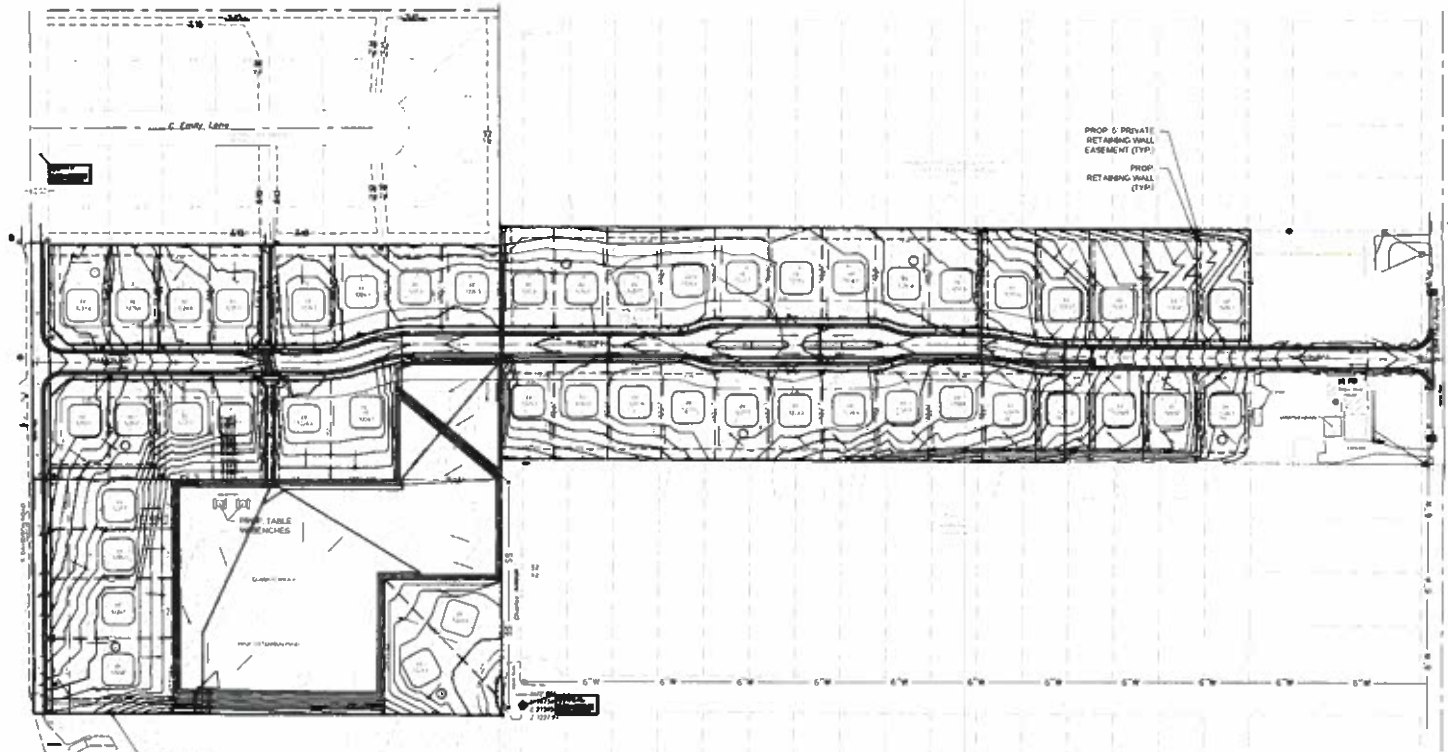
REVISIONS:

NOTES:
1. THIS PLAN IS A PRELIMINARY DEVELOPMENT PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIDWEST CITY, OKLAHOMA, AND THE STATE OF OKLAHOMA. THE CITY OF MIDWEST CITY, OKLAHOMA, AND THE STATE OF OKLAHOMA ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIDWEST CITY, OKLAHOMA, AND THE STATE OF OKLAHOMA. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIDWEST CITY, OKLAHOMA, AND THE STATE OF OKLAHOMA. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MIDWEST CITY, OKLAHOMA, AND THE STATE OF OKLAHOMA.

DRAWING TITLE
PRELIMINARY SITE DEVELOPMENT PLAN

SHEET

C4.00



BLOCK 1 AREAS					
LOT #	AREA (SF)	AREA (ACRES)	LOT #	AREA (SF)	AREA (ACRES)
1	11,510.02	0.35	12	10,165.35	0.29
2	9,800.00	0.28	13	9,540.98	0.27
3	9,900.99	0.29	14	9,520.74	0.27
4	11,900.99	0.34	15	9,503.90	0.27
5	12,562.97	0.36	16	10,090.40	0.29
6	9,605.96	0.28	17	10,374.17	0.30
7	8,621.27	0.25	18	10,803.86	0.31
8	9,393.06	0.27	19	11,571.21	0.33
9	10,384.71	0.30	20	11,819.05	0.34
10	10,495.65	0.30	21	11,630.45	0.33
11	10,476.95	0.30	22	11,668.73	0.33

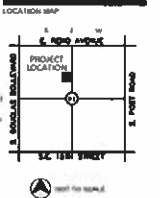
BLOCK 2 AREAS		
LOT #	AREA (SF)	AREA (ACRES)
1	17,965.08	0.51
2	14,450.99	0.41
3	11,900.99	0.34
4	11,785.74	0.33
5	11,299.68	0.32
6	9,800.00	0.28
7	10,505.78	0.30
8	11,578.89	0.33
9	11,561.88	0.33
10	13,615.14	0.39

BLOCK 3 AREAS					
LOT #	AREA (SF)	AREA (ACRES)	LOT #	AREA (SF)	AREA (ACRES)
1	10,039.07	0.29	8	10,110.48	0.29
2	10,222.70	0.29	9	10,442.98	0.30
3	10,252.78	0.29	10	9,895.54	0.28
4	9,990.06	0.28	11	9,243.23	0.26
5	9,414.40	0.27	12	9,213.29	0.26
6	9,443.14	0.27	13	9,215.04	0.26
7	9,474.73	0.27	14	9,329.47	0.27

BLOCK 4 AREAS		
LOT #	AREA (SF)	AREA (ACRES)
1	17,163.01	0.49
2	13,767.67	0.39

TOTAL NUMBER OF LOTS: 48
TOTAL ACREAGE OF SUBDIVISION: 17.68 ACRES

PRELIMINARY STREET LAYOUT PLAN



PROJECT
MADISON ADDITION

MIDWEST CITY, OKLAHOMA

PROJECT NUMBER: 1001-1
 DRAWING DATE: 03.19.20
 REVISION DATE: 03.18.20

SCALE:

SUBMITTAL
PRELIMINARY PLAT SUBMITTAL

REVISIONS:

NO.	DATE	DESCRIPTION

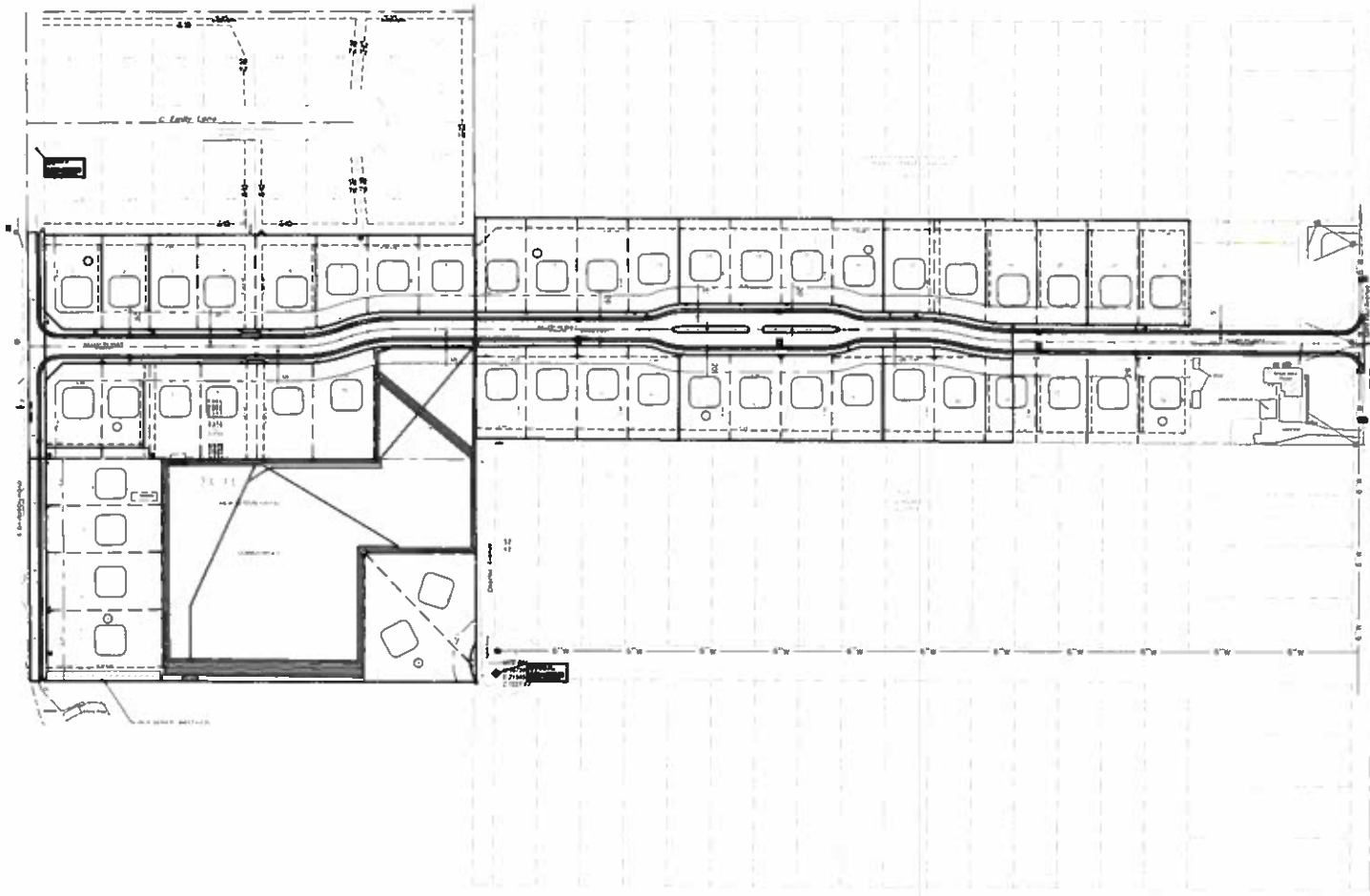
NOTES:
 1. THIS PLAN IS A PRELIMINARY PLAT SUBMITTAL AND IS NOT TO BE USED FOR CONSTRUCTION.
 2. THE CITY ENGINEER'S OFFICE HAS REVIEWED THIS PLAN AND HAS ISSUED A PRELIMINARY PLAT SUBMITTAL PERMIT.
 3. THE CITY ENGINEER'S OFFICE HAS REVIEWED THIS PLAN AND HAS ISSUED A PRELIMINARY PLAT SUBMITTAL PERMIT.
 4. THE CITY ENGINEER'S OFFICE HAS REVIEWED THIS PLAN AND HAS ISSUED A PRELIMINARY PLAT SUBMITTAL PERMIT.
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 7. THE CITY ENGINEER'S OFFICE HAS REVIEWED THIS PLAN AND HAS ISSUED A PRELIMINARY PLAT SUBMITTAL PERMIT.
 8. THE CITY ENGINEER'S OFFICE HAS REVIEWED THIS PLAN AND HAS ISSUED A PRELIMINARY PLAT SUBMITTAL PERMIT.
 9. THE CITY ENGINEER'S OFFICE HAS REVIEWED THIS PLAN AND HAS ISSUED A PRELIMINARY PLAT SUBMITTAL PERMIT.
 10. THE CITY ENGINEER'S OFFICE HAS REVIEWED THIS PLAN AND HAS ISSUED A PRELIMINARY PLAT SUBMITTAL PERMIT.

DRAWING TITLE:

STREET LAYOUT PLAN

SHEET:

C5.00





Ms. Kellie Gilles, AICP
Current Planning Manager
City of Midwest City
405-739-1223

Re: Madison Addition Preliminary Plat Waiver Request

Ms. Gilles:

We hereby request to waive the Tree preservation requirement per **section 38-53.6(a)** as the majority of the trees have suffered severe ice damage and are not salvageable. The developer will need to perform earthwork to balance the site so that it can be developed. The developer will try to salvage and maintain as many trees as possible during the development. More detail is provided on the Tree Canopy Management Plan. Thank you very much.

Sincerely,

Jon Doyle, PE
Cedar Creek Engineering for Jim Campbell



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 28, 2021

Subject: (PC-2090) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 S. Douglas Blvd.

The applicant has requested that this item be continued to the October 5, 2021 Planning Commission meeting and October 26, 2021 City Council meetings. This request came in after notices for this application were sent to surrounding property owners and published in The Beacon with the hearing dates of September 7, 2021 and September 28, 2021.

The Planning Commission took no action on this item at the September 7, 2021 Planning Commission meeting.

Request by the applicant is for the City Council to table this public hearing and consideration for adoption until the October 26, 2021 City Council Meeting.

Billy Harless, AICP
Community Development Director

KG

From: Chris Webster <webschris@gmail.com>
To: Kellie Gilles <KGilles@midwestcityok.org>
CC: Jon Doyle <jdoyle@cedarcreekinc.com>, Sarah Huffine <SHuffine@midwestcit...>
Date: 8/31/2021 2:49 PM
Subject: Re: Meeting Notes

Hello Kellie,

Please place us in for the next available MWC docket.

I'm happy to report that our Friday meeting went super well.

Is this where we'll land:

October 12th - Planning Commission
 October 26th - City Council

Thank you,
Chris

On Fri, Aug 27, 2021 at 8:38 AM Kellie Gilles <KGilles@midwestcityok.org> wrote:

> Our staff reports for the September meeting will go out next week. I
 > would say by next Wednesday at the latest I'll need to know if I should
 > note a continuance to October or November on the memo.

>
 > Thank you,

>
 > Kellie Gilles, AICP
 > Current Planning Manager
 > City of Midwest City
 > 405-739-1223

>>>> Chris Webster <webschris@gmail.com> 8/27/2021 10:36 AM >>>>
 > Hello Kellie,

>
 > Thank you for pointing that out. Okay, I'll check and determine,
 > ASAP.

>
 > When is the latest I can let you know?

>
 > Chris

>
 >
 >
 > On Fri, Aug 27, 2021 at 6:28 AM Kellie Gilles
 > <KGilles@midwestcityok.org>
 > wrote:

>
 >> Chris,

>>
 >> Going off of past practice, the PC and CC usually only allow one
 >> continuance under the same application. To be safe, do you want to
 > have
 >> this continued to November? The Council doesn't have a second meeting
 > in
 >> November because of Thanksgiving so the PC date would be November 2
 > and
 >> the Council date would be December 14.

>>>
 >> Please let me know.

>>>
 >> Thank you,

>>>
 >> Kellie Gilles, AICP
 >> Current Planning Manager

>> City of Midwest City
>> 405-739-1223
>>
>>>> Chris Webster <webschris@gmail.com> 8/26/2021 11:59 PM >>>
>> Hello Kellie,
>>
>> Thanks for asking. The way it's looking I believe it will take
> longer
>> than
>> October. We're having more meetings tomorrow and on into next week
> to
>> review the Pro Forma with the unit count at 126 based on some
>> assumptions
>> such as construction costs, rent rates, monthly expenses, projected
>> ROI,
>> etc. We're meeting with interested investors and other interested
>> parties
>> with multifamily experience that recently asked to possibly be
>> involved. A
>> lot to sort through. Fortunately I have a good team that's much
>> smarter
>> than I am. The recent increase in construction cost, due to
> Covid-19
>> is
>> making us work harder on the numbers. The part of the reason why
> many
>> suggested we go larger on the project (ie: economy of scale).
>>
>> Look for me to give you a call in 2-3 weeks with an update.
>>
>> In the meantime, please let me know if you have any other questions,
>> etc.
>>
>> Thank you,
>> Chris
>>
>>
>>
>> On Thu, Aug 26, 2021 at 1:04 PM Kellie Gilles
>> <KGilles@midwestcityok.org>
>> wrote:
>>
>>>> Hi Chris,
>>>>
>>>> Do you think a continuance to October will be sufficient or do you
>>>> think it will take longer?
>>>>
>>>> We do have to have this application on the agenda since it was
>>>> advertised but rather than putting together a staff report
> requesting
>> an
>>>> action, we're just writing a memo stating that you have requested
>> that
>>>> the item be continued to a further meeting.
>>>>
>>>> Please let us know.
>>>>
>>>> Thank you,
>>>>
>>>> Kellie Gilles, AICP
>>>> Current Planning Manager
>>>> Ci
>>>>
>>>>>> Chris Webster <webschris@gmail.com> 8/9/2021 11:05 AM >>>>
>>>> Hi Kellie,
>>>>
>>>> Thank you; that sounds like a good plan for now.
>>>>
>>>> Should I find that things are going to drag out longer than the

> one
 >>> month
 >>> continuance, when should I let you know?
 >>>
 >>> Thank you,
 >>> Chris
 >>>
 >>> On Mon, Aug 9, 2021 at 8:46 AM Kellie Gilles
 >>> <KGilles@midwestcityok.org>
 >>> wrote:
 >>>
 >>>> Hi Chris,
 >>>>
 >>>> Thank you for the email. We have already published and mailed
 > out
 >>> the
 >>>> notices so it will have to be placed on the September Planning
 >>>> Commission and City Council agendas, however, rather than
 >> compiling
 >>> a
 >>>> full staff report, we will just submit a memo requesting a one
 >> month
 >>>> continuance.
 >>>>
 >>>> Thank you,
 >>>>
 >>>> Kellie Gilles, AICP
 >>>> Current Planning Manager
 >>>> City of Midwest City
 >>>> 405-739-1223
 >>>>
 >>>>>> Chris Webster <webschris@gmail.com> 8/9/2021 10:29 AM >>>
 >>>> Hello Kellie,
 >>>>
 >>>> I phoned and left you a voicemail.
 >>>>
 >>>> Until further notice, please shelve our current rezoning
 >>> application.
 >>>>
 >>>> Our project is currently under review by an interested third
 > party
 >>> that
 >>>> may
 >>>> want to make some changes should they become involved.
 >>>>
 >>>> So, it's best to place a hold on our rezoning application for
 > now.
 >>>>
 >>>> If you need me to call to explain further, etc, please let me
 >> know.
 >>>>
 >>>> Thank you,
 >>>> Chris
 >>>>
 >>>> On Tue, Jul 27, 2021 at 8:13 AM Kellie Gilles
 >>>> <KGilles@midwestcityok.org>
 >>>> wrote:
 >>>>
 >>>>> No, you do not.
 >>>>>
 >>>>> Thank you,
 >>>>>
 >>>>> Kellie Gilles, AICP
 >>>>> Current Planning Manager
 >>>>> City of Midwest City
 >>>>> 405-739-1223
 >>>>>
 >>>>>>> Jon Doyle <jdoyle@cedarcreekinc.com> 7/27/2021 10:11 AM
 >>>>>



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 28, 2021

Subject: (PC-2091) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from A-1, Agriculture to I-3, Heavy Industrial and a resolution for a Special Use Permit to allow the use of Animal Waste Processing, for the property described as a part of the SW/4 of Section 15, T12N, R2W, and addressed as 7221 NE 36th St.

The applicant has requested that this item be continued to the November 2, 2021 Planning Commission meeting and December 14, 2021 City Council meetings. This request came in after notices for this application were sent to surrounding property owners and published in The Beacon with the hearing dates of September 7, 2021 and September 28, 2021.

The Planning Commission took no action on this item at the September 7, 2021 Planning Commission meeting.

The action requested is for the City Council to table the public hearing and consideration for adoption until the December 14, 2021 City Council Meeting.

Billy Harless, AICP
Community Development Director

KG

From: Terry Craghead <terry@fertilegroundok.coop>
To: Kellie Gilles <KGilles@MidwestCityOK.org>
CC: Robert Coleman <RColeman@MidwestCityOK.org>, Brandon Bundy <BBundy@Midwe...>
Date: 8/27/2021 10:36 AM
Subject: Re: Changes to lease plan?

Hi Kellie,

I am requesting that we continue/table consideration of our zoning amendment before planning commission until the November meeting. That will give us time to firm up our plans on our end.

Thanks,
 Terry Craghead
 Fertile Ground Cooperative
 Office: 405-633-0264
 Cell: 405-593-7513

> On Aug 25, 2021, at 3:54 PM, Kellie Gilles <KGilles@MidwestCityOK.org> wrote:

>
 > Hello Terry,
 >
 > The new plans pose some issues to your current zoning application.
 >
 > As you are no longer wanting to use the former animal services
 > building, you no longer have access to restrooms on the lot. I know the
 > Chief Building Official had said that the new accessory building you are
 > proposing to build if the rezoning request is approved was a U occupancy
 > and did not need restrooms, however, that was with the understanding
 > that you would also be using the former animal services building for
 > facilities.
 >
 > Restrooms in your building will require a sewer extension. Further,
 > buildings in the I-3 zoning district must meet the 60% masonry exterior
 > requirement. Even if you decide not to build a structure, you will still
 > be required permanent facilities for your employees and any customers.
 >
 > From what I understand, you are wanting to get a lease agreement for
 > land south of NE 36th for a main building. That property is zoned A-1
 > and will likely need a zoning amendment. I would recommend that you
 > request to have your application continued to a further date when you
 > have more concrete plans forward.

> Please advise as to how you would like to proceed.

>
 > Thank you,
 >
 > Kellie Gilles, AICP
 > Current Planning Manager
 > City of Midwest City
 > 405-739-1223

>>>> Robert Coleman 8/23/2021 8:31 AM >>>>

> Good morning, Terry.

>
 > Authorization to apply for a zoning amendment is the only official
 > action approved thus far by the MWC Council- everything else is
 > undecided. We are still awaiting the draft contract from our consulting
 > attorney; therefore, the terms and conditions remain flexible.

>
 > We welcome interest in the property south of NE 36th Street and we
 > appreciate your comments concerning the former Animal Control Building.
 > Council must authorize a zoning amendment application for the south side
 > of the road as well. We can typically accommodate in short order (< 3
 > weeks) when you are ready for this measure. However, we will need to
 > know an exactly legal description for the parcel you desire to lease and
 > we will concise operations plans in order to answer any question Council
 > may have.

>

> Potential course of action:

- >
- > 1) City will obtain draft copy of lease from Consulting Attorney to review with Fertile Ground. (MWC ED/FG)
- > 2) Fertile Ground to work with Public Works Department to determine exact size and parcel for use on south side of NE 36th Street. (FG/MWC > PW)
- > 3) Fertile Ground to put together an operations plan complete with a conceptual site plan for both sides of the road; meeting with the Community Development Department for cursory review, approval before forwarding to City Council for review. (FG/MWC CC)
- > 4) City Council to review plans and authorize zoning amendment application for south side of NE 36th Street (FG/MWC ED)
- > 5) Following authorization, Fertile Ground to attend mandatory pre-application meeting with Community Development. (FG/MWC CC)
- > 6) File zoning amendment application(s) (FG/MWC CC)
- > 7) Application to MWC Planning Commission (FG/MWC CC)
- > 8) A. Application to MWC City Council. (FG/MWC CC)
> B. Consideration of lease(s) by MWC Council (FG/MWC ED)
- > 9) File application for building permit(s) (FG/MWC CC)
- > 10) Begin operations; start building. (FG/MWC CC)
- >
- > Your thoughts?
- >
- > We are relying on Fertile Ground to communicate any change of plans to Community Development Department. Be mindful a pre-application meeting is required well in advance of filing any development-application.

> Robert

>

>>>> Terry Craghead <terry@fertilegroundok.coop> 8/20/2021 3:46 PM >>>>

> Hi Robert,

>

> I just wanted to touch base with you on a few items related to the Fertile Ground lease w/ MWC. Is it possible to reconfigure the plan we have been working on? We would like to continue forward with the rezoning process, which is underway, so that we can compost on the North portion of land at the facility. We are no longer interested in building a warehouse on the North side or leasing the animal control building due to various concerns (related to unknown possibility of removing smells, the unknown approval process for various changes we would need to make for the facility to be useful, and unknown time required to share space with Animal Control Department for both crematorium and their need to use the pin area for horses).

>

> We were interested in possibly building a warehouse/office space on the South side of the road so that we could have office space and warehouse with sewage, but it didn't seem like there was any possibility that the City would help bear the cost of moving the utilities. Due to the nature of the of 180-day out-clause, it feels risky and wasteful to extend a lot of time and money into building a project that we ultimately don't have security that we can remain for longer than 6 months at a time. I'm not sure we would be able to get such a project financed either.

>

> The composting facility feels less risky due to the minimal costs associated with developing the composting pad. The way we had figured up the rental amount, the animal control building was the vast majority of the cost. I think the land value of \$50/Acre put the total 58 acres at \$242/month. Does that value still make sense for leasing the property to us for the composting facility?

>

> How might we go about making these changes to our plan?

>

> Thanks,
> Terry Craghead
> Fertile Ground
> Office: 405-633-0264



The City Of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

Date: September 28, 2021

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion and consideration for adoption, including any possible amendment of an appeal filed by the owner of the property located at 132 Charles Avenue for the notice and order to abate trash and debris.

Midwest City Ordinance 27-8 (c) and Title 11 of the Oklahoma State Statues Section 22-111 A-7, states that the property owner and/or responsible party have a right to request a hearing before the city council. The owner filed a request for an appeal/hearing on August 26, 2021 for the Notice and Order to abate trash and debris on the property located at 132 Charles Avenue.

Midwest City Ordinance 27-1 Definitions (bb), Trash means refuse of all types and garbage as defined under the International Property Maintenance Code, excluding rubbish, including but not limited to, garbage, street debris, dead animals, market and industrial wastes, paper, wrappings, cigarettes, cardboard, tin cans, treated or synthetic wood and wood composites, glass, bedding crockery, furniture, appliances, litter, tires, dead animal renderings, clothing, boxes, rags, rubber, leather, metallic items, household debris and useless or uncared for matter whether in solid or liquid form.

Midwest City Ordinance 27-27 (a) and Title 11 of the Oklahoma State Statues Section 22-111 A-1 and Title 11 of the Oklahoma State Statues Section 22-111 B, states that any subsequent accumulations of trash or excessive weeds or grass growth on the property occurring within a six-month period may be declared a nuisance and may be summarily abated without further prior notice to the property owner.

I have attached a copy of the Notice and Order posted on the front door of the property, copy of the Notice and Order mailed to the owner, current copy of Oklahoma County Assessor record, copy of pictures of the property taken on August 19, 2021, and the appeal/hearing request.

I mailed a copy of everything attached to the owner per the Oklahoma County Assessor.

Staff believes that all procedures were followed correctly. If Council agrees with staff, we want the owner to know that we will not give another notice before we send our contractor to abate the violation. Action is at the discretion of the Council.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance
Notice and Order

Case #: CE-21-05291 - Trash & Debris

132 CHARLES AVE, 73130

August 19, 2021

This warning is to advise you that you are in violation of Midwest City Ordinance Article II Weeds and Trash as enumerated in Section 27. In so much as you have failed to keep your property located at 132 CHARLES AVE, 73130 cleared of trash & debris. MCO states in part: Whenever the city determines that weeds or trash are on property within the city, the city shall notify the owner and/or responsible part of the property to cut, remove or destroy any and all weeds and/or clean and remove all trash from the property. You will have 10 days from the date of this notice, to correct this violation. Any further accumulations of trash & debris on the owners property occurring within six (6) months after the clearing of trash & debris on the property pursuant to such notice, may be summarily abated by the City; that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such a payment, all without further prior notice to the property owner. In addition, a complaint or complaints may be filed against such owner in Municipal Court, and may be fined in an amount not to exceed five hundred dollars (\$500.00), plus court costs, or both abatement and complaint. If you do not understand the violation, or if you wish to appeal the notice, please contact our office, 405.739.1005, within ten days of this notice.

Comments: Remove any and all trash and debris on property to include boxes, trash bags, furniture and sheet rock. You can call public works and utilize their special pick up or you can take to the dump

Elyse Cummings
Code Enforcement Officer



The City of Midwest City

Neighborhood Services Department

Code Enforcement - Neighborhood Initiative - Property Maintenance

Notice and Order

August 20, 2021

Property Owner:
TERRELL MONKS INC
1840 S DOUGLAS BLVD
MIDWEST CITY, OK 73130-6224

Description of Property:

Violation Address: 132 CHARLES AVE, 73130
Tax Roll #: R150951900
Legal Description: KANALY EAST RENO AVE 001 019

Case #: CE-21-05291 - Trash & Debris

Midwest City Ordinance (MCO) Article II Section 27 states in part: Whenever the city determines that weeds or trash are on property within the city, the city shall notify the owner and/or responsible party of the property to cut, remove or destroy any and all weeds and/or clean and remove all trash from the property. If the owner and/or responsible party of the property fails or refuses to do so, the city may cut, remove or destroy any and all weeds and/or may clean and remove all trash from the property. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Trash means refuse of all types and garbage as defined under the International Property Maintenance Code, excluding rubbish, including but not limited to, garbage, street debris, dead animals, market and industrial wastes, paper, wrapping, cigarettes, cardboard, tin cans, treated or synthetic wood and wood composites, glass, bedding, crockery, furniture, appliances, litter, tires, dead animal renderings, clothing, boxes, rags, rubber, leather, metallic items, household debris and useless or uncared for matter whether in solid or liquid form. If the above listed violation is not abated within 10 days from the date of this notice, the city may abate the nuisance by clearing such grass/weeds and trash/debris with the cost of such clearing to be assessed to the owner or responsible party of the property. Any overgrown grass/weeds or accumulations of trash/debris on the owners property occurring within six (6) months after the removal of grass/weeds or trash/debris on the property pursuant to such notice, may be summarily abated, whether abated by the City or owner/occupant or agent, or by the municipal governing body; and that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner. In addition, a complaint or complaints may be filed against such owner in Municipal Court, and may be fined in an amount not to exceed five hundred dollars (\$500,00), plus court costs, or both abatement and complaint. Until paid, such cost shall constitute a debt to the city collectible in any manner as provided under local or state laws, including the filing of a lien, or other available debt collection remedies. In addition, a complaint or complaints may be filed against such owner in Municipal Court, or both abatement and complaint. If you do not understand the violation, or if you wish to appeal the notice, please contact our office, 405.739.1005, within ten days of the date of this notice.

Help us to make Midwest City a cleaner place.

Comments: Remove any and all trash and debris on property to include boxes, trash bags, furniture and sheet rock. You can call public works and utilize their special pick up or you can take to the dump

Elyse Cummings
Code Enforcement Officer



DID YOU KNOW? Tax Exemptions can save you money!
 Homestead, Additional Homestead, Senior Freeze, 100% DAV
 See if you qualify [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 8/30/2021 2:06:44 PM

Account: **R150951900** Type: **Residential** Location: 132 N CHARLES AVE
 Building Name/Occupant: **MIDWEST CITY**
 Owner Name 1: TERRELL MONKS INC 1/4 section #: 2542
 Owner Name 2: Parent Acct:
 Billing Address 1: 1840 S DOUGLAS BLVD Tax District: TXD 552
 Billing Address 2: School System: Mid-Del #52
 City, State, Zip: MIDWEST CITY, OK 73130-6224 Land Size: 0.39 Acres
 Country: (If noted) Lot Dimensions: Width 100 Depth 168
 Personal Property Land Value: 12,600 Treasurer: [Click to View Taxes](#)
 Sect 36-T12N-R2W Qtr SE [KANALY EAST RENO AVE Block 001 Lot 019](#) [Subdivision Sales](#)

Full Legal Description: KANALY EAST RENO AVE 001 019

Photo & Sketch (if available)	Comp Sales Address/Date/Price	Report Coming Soon
	600 MORaine AVE MIDWEST CITY, OK 73130-2629	10/14/2020 \$90,000
	9808 NE 7TH ST MIDWEST CITY, OK 73130-2703	07/27/2020 \$80,000
	123 N RICHARDS AVE MIDWEST CITY, OK 73130-3416	04/24/2020 \$164,000
	208 N CHARLES AVE MIDWEST CITY, OK	08/23/2019 \$145,000
	813 ROYAL AVE MIDWEST CITY, OK 73130-2714	09/24/2020 \$96,500
	617 JUNIPER AVE MIDWEST CITY, OK	03/20/2020 \$114,500

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. [Contact information](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Tax	Tax Savings
2021	141,500	135,975	14,957	0	14,957	122.76	1,836.15	74.61
2020	129,500	129,500	14,245	0	14,245	122.76	1,748.72	0.00
2019	129,000	128,362	14,119	0	14,119	117.49	1,658.94	8.25
2018	124,500	122,250	13,447	0	13,447	110.22	1,482.18	27.28
2017	123,500	116,429	12,806	0	12,806	111.95	1,433.76	87.08

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R150951900	2010	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book/Price	Grantor	Grantee
10/7/2008	Deeds	10928 644 48,500	LASALLE BANK NATIONAL ASSOCIATION	TERRELL MONKS INC
8/4/2008	Hmstd Off &	10885 1592 0	GILLS MYRON & FALISHA D	LASALLE BANK NATIONAL ASSOCIATION
9/14/2006	Deeds	10251 1701 60,000	SMITH QUENTIN R JR	GILLS MYRON & FALISHA D
5/26/2006	Deeds	10137 1194 13,500	LINN PHILLIP C C/O ELTON W LINN/JEANNE HELGESON	SMITH QUENTIN R JR
9/4/1997	Historical	7145 1746 0	LINN ELTON W & VIOLET M	LINN PHILLIP C

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2021	03/19/2021	141,500	135,975	14,957	0	14,957
2020	03/10/2020	129,500	129,500	14,245	0	14,245
2019	04/02/2019	129,000	128,363	14,120	0	14,120
2018	04/16/2018	124,500	122,250	13,447	0	13,447
2017	03/17/2017	123,500	116,429	12,806		

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
No Building Permit records returned.						

Click button on building number to access detailed information:

Click	Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
	1	Improved	Ranch 1 Story	1978	1,696	1 Stories

Aug 19, 2021 at 14:31:3



Aug 19, 2021 at 14:31:0



Aug 19, 2021 at 14:30:5



Aug 19, 2021 at 14:30:4



Aug 19, 2021 at 14:30:4



Terrell Monks Inc.

1015 D Waterwood Parkway, Oklahoma City, OK 73034
Phone: 405-733-8686

August 24th, 2021

Neighborhood Services
City of Midwest City
8726 SE 15th Street
Midwest City OK 73110

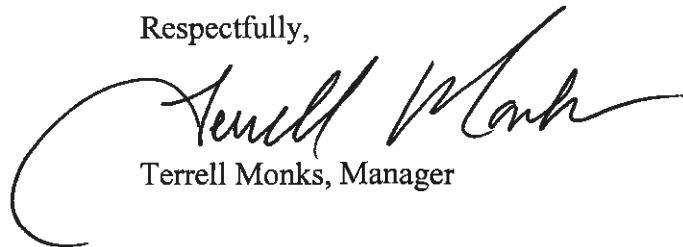
Re: Appeal of Notice 132 Charles Avenue

Dear Neighborhood Services,

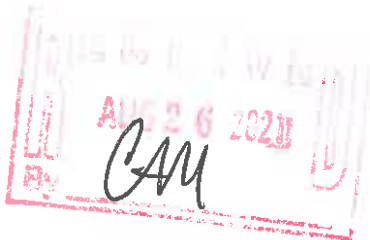
Please accept this as my formal demand to appeal your August 20th Notice concerning 132 N. Charles Avenue.

Please also note that your Notice requires a telephone call to request an appeal and the person who answers the phone requires a written notice. It seems to me that your office could, and perhaps should, make these consistent.

Respectfully,



Terrell Monks, Manager





City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Honorable Mayor and Council

From: Don Maisch, City Attorney

Date: September 28, 2021

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article VI, Weapons, Section 28-104 Weapons; conditions for carrying concealed and unconcealed weapons; providing for repealer, severability and declaring an emergency.

This Agenda item shall require two votes.

1. On the Proposed Amendments to City Ordinances. The proposed amendment to Chapter 28 Offenses - Miscellaneous, Article VI, Weapons, Section 28-104 Weapons; conditions for carrying concealed and unconcealed weapons allows the City or any permittee of the city to determine whether a person can carry an unconcealed firearm at a temporary event. The changes proposed reflect the changes that have been enacted by the Oklahoma Legislature.
2. The Emergency enactment provisions to the City Ordinance Amendments.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 (b) ~~It shall be unlawful for any person to carry any weapon, concealed or unconcealed, unless~~
2 ~~the person is in the possession of a permit to carry a concealed handgun as authorized by the~~
3 ~~Oklahoma Self-Defense Act, 21 O.S. §§ 1290.1, et seq. as may be amended from time to time.~~
4 ~~The above provisions shall not apply to persons properly using guns or knives for hunting,~~
5 ~~fishing, educational or recreational purposes or to persons carrying weapons as allowed by other~~
6 ~~provisions of state or federal law. It shall be unlawful for any person to carry upon or about his~~
7 ~~or her person, or in a purse or other container belonging to the person, any pistol, revolver,~~
8 ~~shotgun or rifle whether loaded or unloaded or any blackjack, loaded cane, hand chain, metal~~
9 ~~knuckles, or any other offensive weapon, whether such weapon be concealed or unconcealed,~~
10 ~~except this section shall not prohibit:~~

11 (1) The proper use of guns and knives for any person for the purposes of self-defense,
12 hunting, fishing, educational or recreational purposes; or

13 (2) The transporting by vehicle on a public roadway or the carrying of a firearm,
14 concealed or unconcealed, loaded or unloaded, by a person who is twenty-one (21) years of age
15 or older or by a person who is eighteen (18) years of age but not yet twenty-one (21) years of
16 age and the person is a member or veteran of the United States Armed Forces, Reserves or
17 National Guard or was discharged under honorable conditions from the United States Armed
18 Forces, Reserves or National Guard, and the person is otherwise not disqualified from the
19 possession or purchase of a firearm under state or federal law, is not carrying the firearm in
20 furtherance of a crime, and the location is not specifically prohibited by Title 21 O.S. §1277(A).
21

22 (c) It shall be unlawful for any person, other than a commissioned law enforcement official
23 or other person authorized to carry a weapon on city or government property, to possess any
24 weapon on city property at any time.

25
26 (d) It shall be unlawful for a person to carry an unconcealed weapon on any public property:

27
28 (1) set aside temporarily by the City of Midwest City for the holder of a special
29 event permit, or

30 (2) for any event sponsored by the City of Midwest City,

31
32 that is without minimum-security provisions, as such term is defined in Title 21 of the Oklahoma
33 Statutes, Section 1277; provided, the carry of firearms within said event area shall be limited to
34 concealed carry of a handgun unless otherwise authorized by the holder of the special event permit.
35

36 (e) Any person violating any of the provisions of this section shall be punished by a fine or
37 imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and
38 imprisonment, and any weapon seized as evidence, upon conviction, shall be destroyed upon
39 order of the court.
40

41 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
42 repealed.

43
44 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
45 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
46 of the ordinance.
47

1
2 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
3 Oklahoma, this _____ day of _____, 2021.

4
5 THE CITY OF MIDWEST CITY, OKLAHOMA

6
7
8 _____
9 MATTHEW D. DUKES, II, Mayor

10 ATTEST:

11 _____
12 SARA HANCOCK, City Clerk

13
14 Approved as to form and legality this _____ day of _____, 2021.

15
16 _____
17 DONALD D. MAISCH, City Attorney

18
19 **Section 4.** EMERGENCY. The City Council declares this ordinance to be an emergency, it being
20 immediately necessary for the preservation of the peace, health and safety of the City of Midwest
21 City and the inhabitants thereof that the provisions of this ordinance be put into full force and
22 effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect
23 and be in full force from and after its passage as provided by law.

24
25 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the City
26 of Midwest City, Oklahoma, this _____ day of _____, 2021.

27
28 THE CITY OF MIDWEST CITY, OKLAHOMA

29
30 _____
31 MATTHEW D. DUKES, II, Mayor

32 ATTEST:

33
34 _____
35 SARA HANCOCK, City Clerk

36
37 Approved as to form and legality this _____ day of _____, 2021.

38
39 _____
40 DONALD D. MAISCH, City Attorney

1
2 (b) It shall be unlawful for any person to carry upon or about his or her person, or in a purse
3 or other container belonging to the person, any pistol, revolver, shotgun or rifle whether loaded
4 or unloaded or any blackjack, loaded cane, hand chain, metal knuckles, or any other offensive
5 weapon, whether such weapon be concealed or unconcealed, except this section shall not
6 prohibit:

7 (1) The proper use of guns and knives for any person for the purposes of self-defense,
8 hunting, fishing, educational or recreational purposes; or

9 (2) The transporting by vehicle on a public roadway or the carrying of a firearm,
10 concealed or unconcealed, loaded or unloaded, by a person who is twenty-one (21) years of age
11 or older or by a person who is eighteen (18) years of age but not yet twenty-one (21) years of
12 age and the person is a member or veteran of the United States Armed Forces, Reserves or
13 National Guard or was discharged under honorable conditions from the United States Armed
14 Forces, Reserves or National Guard, and the person is otherwise not disqualified from the
15 possession or purchase of a firearm under state or federal law, is not carrying the firearm in
16 furtherance of a crime, and the location is not specifically prohibited by Title 21 O.S. §1277(A).
17

18 (c) It shall be unlawful for any person, other than a commissioned law enforcement official
19 or other person authorized to carry a weapon on city or government property, to possess any
20 weapon on city property at any time.
21

22 (d) It shall be unlawful for a person to carry an unconcealed weapon on any public property:

23 (1) set aside temporarily by the City of Midwest City for the holder of a special
24 event permit, or

25 (2) for any event sponsored by the City of Midwest City,
26
27

28 that is without minimum-security provisions, as such term is defined in Title 21 of the Oklahoma
29 Statutes, Section 1277; provided, the carry of firearms within said event area shall be limited to
30 concealed carry of a handgun unless otherwise authorized by the holder of the special event permit.
31

32 (e) Any person violating any of the provisions of this section shall be punished by a fine or
33 imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such fine and
34 imprisonment, and any weapon seized as evidence, upon conviction, shall be destroyed upon
35 order of the court.
36

37 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
38 repealed.
39

40 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
41 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
42 of the ordinance.
43
44

45 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
46 Oklahoma, this _____ day of _____, 2021.

1
2 THE CITY OF MIDWEST CITY, OKLAHOMA
3
4

5
6 _____
7 MATTHEW D. DUKES, II, Mayor

8 ATTEST:
9

10 _____
11 SARA HANCOCK, City Clerk
12

13 Approved as to form and legality this ____ day of _____, 2021.
14

15 _____
16 DONALD D. MAISCH, City Attorney
17

18 **Section 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it being
19 immediately necessary for the preservation of the peace, health and safety of the City of Midwest
20 City and the inhabitants thereof that the provisions of this ordinance be put into full force and
21 effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect
22 and be in full force from and after its passage as provided by law.
23

24
25 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the City
26 of Midwest City, Oklahoma, this ____ day of _____, 2021.
27

28 THE CITY OF MIDWEST CITY, OKLAHOMA
29

30 _____
31 MATTHEW D. DUKES, II, Mayor

32 ATTEST:
33

34 _____
35 SARA HANCOCK, City Clerk
36

37 Approved as to form and legality this ____ day of _____, 2021.
38

39 _____
40 DONALD D. MAISCH, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





The City of

MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: Tuesday, August 28, 2021

Subject: Monthly Residential and Commercial Building report for August 2021

August was a very busy month for us. Commercial permits, both new and remodel permits, increased this month. We also saw an increase in our inspections.

Billy Harless, AICP

Community Development Director

BH:ad



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 8/1/2021 to 8/31/2021

Building - Commercial & Industrial

Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/12/21	7001 E RENO AVE, 73110	UMAR, ZAINAB	B-21-0885	\$8,000.00
8/24/21	7211 SE 29TH ST, MWC, OK, 73110	Jack Moore - Owners Rep for Collett and Assoc - STC III, LLC	B-21-0880	\$550,000.00

\$558,000.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/13/21	5904 SE 15TH ST, 73110	HENDEE, DURWARD	B-21-0792	\$85,000.00
8/25/21	5914 SE 15TH ST, OK, 73110	L + P ARCHITECTURE	B-21-1691	\$175,000.00
8/26/21	2590 S AIR DEPOT BLVD, 73110	SAVORY DEVELOPMENT	B-21-0106	\$495,000.00
8/30/21	5908 SE 15TH ST, 73110	Pearl Vision	B-21-1820	\$175,000.00

\$930,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/3/21	8306 NE 10TH ST, 73110	BROWN, TRENTON	B-21-1120	\$40,000.00
8/4/21	724 S AIR DEPOT BLVD, 73110	Edward Burns	B-21-0549	\$26,400.00
8/10/21	218 S SOONER RD	GREEN CLOUD COLLECTIVE	B-21-0280	\$25,000.00
8/12/21	1621 S DOUGLAS BLVD, C, 73130	COPP, CALE	B-21-0962	\$75,000.00
8/16/21	6345 E RENO AVE, 73110	GROB, TIM	B-21-0077	\$100,000.00
8/16/21	6345 E RENO AVE, 73110	GROB, TIM	B-21-0078	\$100,000.00
8/17/21	2601 LIBERTY PKWY, 250, 73110	ARTISAN CRAFTSMAN	B-21-1482	
8/18/21	8201 E RENO AVE, OK, 73110	SPRAGUE, STEVE	B-21-0738	\$750,000.00
8/19/21	1900 N SOONER RD	JOEL BRENTLINGER	B-21-1014	\$30,000.00
8/19/21	9011 NE 23RD ST, 73141	PB2 ARCHITECTURE & ENGINEERING	B-21-0928	\$7,800.00
8/20/21	423 N DOUGLAS BLVD	HAGERMAN, ROYCE	B-21-1539	\$4,000.00
8/24/21	7211 SE 29TH ST	KRISTEN COOPER	B-21-0343	\$175,000.00
8/25/21	1152 S DOUGLAS BLVD, 73130	ASHTON GRAY	B-21-0046	\$333,000.00
8/27/21	6230 SE 15TH ST, OK, 73110	THOMPSON, BOBBY	B-21-1316	\$400.00

\$1,666,600.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/3/21	1717 S AIR DEPOT BLVD, 73110	DALMARC SIGNS	B-21-1454	
8/16/21	5908 SE 15TH ST, 73110	GENERAL LIGHTING & SIGN SERVICE	B-21-1651	
8/24/21	249 N DOUGLAS BLVD, 73110	A.I. SIGNS & WRAPS	B-21-1727	

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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8/4/21	924 COVINGTON LN, MIDWEST CITY, OK, 0	Roger Plouff	B-21-1525	\$0.00
8/13/21	503 E FAIRCHILD DR	CHERRY, ADAM	B-21-1522	
8/16/21	3708 ROLLING LANE CIR, 73110	SUTTON, RICHIE	B-21-1637	
8/16/21	6225 SE 11TH ST, 73110	HALLECKSON, MILTON	B-21-1670	\$5,200.00
8/26/21	10645 SE 26TH ST, MIDWEST CITY, OK, 73130	David Williams	B-21-1795	\$600.00
8/30/21	3605 OAK GROVE, 73110	SCOTT, LARRY	B-21-1822	\$5,300.00
				\$11,100.00

Res Carport Permit

Issued	Location	Applicant	Case #	Value
8/5/21	2200 N ROSE DR, 73110	AVALOS, CESAR	B-21-1588	\$20,000.00
8/10/21	3317 MEADOWBROOK DR, 73110	Roger Ring	B-21-1589	\$4,250.00
8/13/21	1105 JET DR, 73110	MEEKS, JENNIFER	B-21-1642	
8/16/21	937 W RULANE DR, 73110	STONE, WARREN	B-21-1671	\$2,700.00
8/24/21	1116 TIMBER RD, MIDWEST CITY, OK, 0	Tim Miller Construction LLC	B-21-1749	\$5,000.00
8/25/21	1944 TREAT DR, MWC, OK, 73110	Theresa Konfrst / Roger Ring	B-21-1741	\$2,700.00
				\$34,650.00

Res Driveway Permit

Issued	Location	Applicant	Case #	Value
8/2/21	13231 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-21-1532	
8/4/21	13227 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-21-1568	
8/5/21	921 BROWN DR, 73110	JJ CONCRETE & FENCING	B-21-1601	
8/6/21	1617 SYMPHONY LN, 73130	AAGC	B-21-1605	
8/6/21	3111 N GLENHAVEN DR, 73110	ACME CONSTRUCTION	B-21-1608	
8/10/21	11032 SHEFFIELD ST, 73130	HARD HAT CONSTRUCTION	B-21-1628	
8/12/21	312 W MARSHALL DR, 73110	VELAZQUEZ CONSTRUCTION	B-21-1665	
8/18/21	10512 BELLVIEW DR, 73130	B & C CONCRETE	B-21-1724	
8/18/21	10518 BELLVIEW DR, 73130	B & C CONCRETE	B-21-1725	
8/20/21	1804 MARK TRAIL, 73141	RAMIREZ BROTHERS LANDSCAPING	B-21-1743	
8/30/21	3111 N GLENHAVEN DR, 73110	ACME CONSTRUCTION	B-21-1827	
8/31/21	13263 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-21-1841	
8/31/21	531 BABB DR, 73110	STEPHENS CONSTRUCTION	B-21-1843	
8/31/21	8919 OAK VALLEY DR, 73110	STEPHENS CONSTRUCTION	B-21-1844	

Res Fence Permit

Issued	Location	Applicant	Case #	Value
8/10/21	10301 SE 24TH ST, 73130	Audrey Seaman	B-21-1599	\$3,600.00
8/10/21	9419 PEACHTREE LN, 73130	MCGUIRE, HAILEY	B-21-1634	
8/13/21	1813 MELODY DR	Adam and Kadie Dorety	B-21-1630	\$500.00
8/19/21	13255 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-1566	\$1,700.00
				\$5,800.00

Res General Electrical Permit

Issued	Location	Applicant	Case #	Value
8/16/21	10335 LE JEAN, 73130	HILL, JOHN C	B-21-1690	

Res General Plumbing Permit

Issued	Location	Applicant	Case #	Value
8/16/21	929 BOYKIN DR, 73110	keith loyd kastner	B-21-1696	
8/20/21	3005 PARKLAWN DR, 73110	WEESE, KIRK A	B-21-1750	
8/26/21	10505 TURTLE BACK DR, 73130	SENDELBACH, STANLEY	B-21-1006	

Res Multi-Fam Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/10/21	6000 E RENO AVE, 1503, 73110	TRADITION CONSTRUCTION	B-21-0982	\$67,500.00
8/10/21	6000 E RENO AVE, 1513, 73110	TRADITION CONSTRUCTION	B-21-0985	\$67,500.00
8/10/21	6000 E RENO AVE, 1501, 73110	TRADITION CONSTRUCTION	B-21-0988	\$67,500.00
8/10/21	6000 E RENO AVE, 1516, 73110	TRADITION CONSTRUCTION	B-21-0987	\$67,500.00
8/10/21	6000 E RENO AVE, 1515, 73110	TRADITION CONSTRUCTION	B-21-0989	\$67,500.00
8/10/21	6000 E RENO AVE, 1504, 73110	TRADITION CONSTRUCTION	B-21-0984	\$67,500.00
8/10/21	6000 E RENO AVE, 1514, 73110	TRADITION CONSTRUCTION	B-21-0986	\$67,500.00
8/10/21	6000 E RENO AVE, 1502, 73110	TRADITION CONSTRUCTION	B-21-0981	\$67,500.00
8/19/21	2121 N POST RD, 73141	Bill Butler	B-21-1394	\$28,000.00
8/24/21	445 N AIR DEPOT BLVD, 6, 73110	SLAVIK, STEVE	B-21-0826	\$12,000.00
				\$580,000.00

Res New Const Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/3/21	13235 SAWTOOTH OAK RD, 73020	JACKSON, CHRISTOPHER L	B-21-0163	
8/25/21	10316 NE 7TH ST, 73130	Steve Foster	B-21-0585	

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/27/21	1709 SYMPHONY LN, 73130	Marcellus Johnson	B-21-1681	\$5,000.00
				\$5,000.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/2/21	526 E DOUGLAS DR	PARKER BROTHERS ROOFING	B-21-1534	
8/4/21	9105 ORCHARD BLVD, 73130	OKLAHOMA ROOFING & CONSTR	B-21-1591	\$7,000.00
8/4/21	3701 ROLLING LN, 73110	OKLAHOMA ROOFING & CONSTR	B-21-1592	\$10,000.00
8/6/21	121 W COE DR, 73110	CANTRELL, TODD	B-21-1506	
8/6/21	108 BRADFORD PL, 73130	ABOVE THE DECK	B-21-1613	\$12,000.00
8/11/21	1206 JET DR, 73110	PARKER BROTHERS ROOFING	B-21-1655	\$5,000.00
8/12/21	528 WOODLAND DR, 73130	PARKER BROTHERS ROOFING	B-21-1662	\$9,600.00
8/13/21	102 OAK ST, 73110	CANTRELL EXTERIOR FINISHES	B-21-1678	\$7,600.00
8/16/21	9605 HARMONY DR, 73130	PARKER BROTHERS ROOFING	B-21-1695	\$12,200.00
8/19/21	5828 SE 10TH ST, 73110	ELLIOTT ROOFING	B-21-1734	
8/19/21	604 BRADLEY CIR, 73110	TAILORED ROOFING & REMODELING LLC	B-21-1739	\$7,200.00
8/25/21	512 E NORTHRUP DR, 73110	PRN ROOFING	B-21-1787	\$8,000.00
8/26/21	2039 YORKSHIRE DR, 73130	BLUE CHIP ROOFING & EXTERIORS LLC	B-21-1797	\$17,000.00
8/27/21	614 THREE OAKS DR, 73130	MAUPIN ROOFING & CONSTRUCTION	B-21-1810	\$45,750.00
				\$141,350.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
8/2/21	2406 SHADY HOLLOW, 73020	BOB JONES HOMES INC	B-21-1382	\$440,000.00
8/9/21	10107 ST PATRICK DR, 73130	BARRON CONSTRUCTION	B-21-0294	\$85,000.00
8/9/21	13235 SAWTOOTH OAK RD, 73020	IDEAL HOMES	B-20-5078	\$142,000.00
8/10/21	10333 SE 12TH ST	MONARCH HOMES	B-21-0255	\$249,000.00
8/10/21	10339 SE 12TH ST, 73130	MONARCH HOMES	B-21-0256	\$241,000.00



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 8/1/2021 to 8/31/2021

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	4
Buildings - CO Inspection & Sign Off	18
Buildings - CO Reinspection & Sign Off	7
Com Building Final Inspection	7
Com Building Final Reinspection	2
Com Duct Smoke Detector Test/Inspection	2
Com Electrical Ceiling Inspection	2
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	3
Com Electrical Ground Inspection	4
Com Electrical Rough-in Inspection	7
Com Electrical Rough-in Reinspection	9
Com Electrical Service Inspection	16
Com Electrical Service Reinspection	2
Com Footing & Building Setback Inspection	3
Com Framing Inspection	12
Com Framing Reinspection	3
Com Gas Meter Inspection	1
Com Grease Trap Rough Inspection	6
Com Grease Trap Rough Reinspection	2
Com Mechanical Ceiling Inspection	2
Com Mechanical Final Inspection	2
Com Mechanical Rough-in Inspection	4
Com Miscellaneous Electrical Inspection	1
Com Plumbing Final Inspection	2
Com Plumbing Final Reinspection	1
Com Plumbing Ground Inspection	1
Com Plumbing Rough-in Inspection	5
Com Roofing Inspection	2
Com Sewer Service Inspection	1
Com Vent Hood & Light Test Rough Inspection	1
Com Water Service Line Inspection	2
Commercial Meter Tap Inspection	1
County Health - CO Inspection & Sign Off	2
Electrical Generator Inspection	7
Fire - CO Inspection & Sign Off	10
Fire - CO Reinspection & Sign Off	2
General Inspection	6
Hot Water Tank Inspection	12
Hot Water Tank Reinspection	2
Irrigation System Inspection	2
Mechanical Change Out Inspection	18
OMMA CC Inspection - Buildings	4
OMMA CC Inspection - ComDev Utilities	1
OMMA CC Inspection - Fire	3
OMMA CC Inspection - Planning	3

OMMA CC Inspection - PWA Utilities	1
OMMA CC Inspection - Stormwater	1
OMMA CC Reinspection	1
Planning - CO Inspection & Sign Off	12
Pre-Con Site Inspection/Meeting	5
Res Building Final Inspection	2
Res Building Final Reinspection	3
Res Carport Inspection	2
Res Drainage1 Inspection	3
Res Drainage2 Inspection	3
Res Drainage3 Inspection	2
Res Drainage4 Inspection	2
Res Drainage4 Reinspection	2
Res Drainage5 Inspection	2
Res Driveway Inspection	10
Res Electrical Final Inspection	6
Res Electrical Final Reinspection	2
Res Electrical Pool Bonding Inspection	3
Res Electrical Rough-in Inspection	12
Res Electrical Service Inspection	28
Res Electrical Service Reinspection	5
Res Fence Inspection	2
Res Footing & Building Setback Inspection	12
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	7
Res Framing Reinspection	8
Res Gas Meter Inspection	9
Res Gas Meter Reinspection	1
Res Gas Piping Inspection	18
Res Gas Piping/Meter Inspection	1
Res Insulation Inspection	1
Res Mechanical Final Inspection	6
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	23
Res Mechanical Rough-in Reinspection	3
Res Plumbing Final Inspection	7
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	9
Res Plumbing Rough-in Inspection	11
Res Plumbing Rough-in Reinspection	2
Res Retaining Wall Final Inspection	1
Res Roofing Inspection	6
Res Roofing Reinspection	1
Res Sewer Service Inspection	14
Res Sewer Service Reinspection	1
Res Storm Shelter Inspection	1
Res Temporary Electrical Pole Inspection	2
Res Temporary Electrical Pole Reinspection	2
Res Termite Inspection	5
Res Water Service Line Inspection	14
Sewer Cap Inspection	1
Swimming Pool/Hot Tub Inspection	1
Utilities - CO Inspection & Sign Off	3
<hr/>	
Total Number of Inspections:	493

Notice of regular Midwest City Planning Commission meetings in 2021 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2020 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

August 3, 2021 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on August 3, 2021 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Rick Dawkins
 Jim Smith
 Dean Hinton
 Dee Collins
 Jim Campbell

Staff present: Billy Harless, Community Development Director
 Kellie Gilles, Current Planning Manager
 Sarah Steward, Associate Current Planner
 Brandon Bundy, 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 Dawkins, seconded by Collins, to approve the minutes of the July 6, 2021 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Hinton, Collins, J. Smith, and Campbell. Nay: none. Motion carried.

* Chairperson Smith advised that item number 3 on the agenda, PC-2085, would be moved to the top of the agenda and would be heard first.

C. NEW MATTERS

1. (PC-2085) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and R-6, Single Family Residential to R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential, and OR, Office Retail, to MDR, Medium Density Residential, for the property described as a part of the SW/4 of Section 34, T-12-N, R-2-W, located at 2905 and 2913 N. Glenhaven Drive and 198 and 208 Marlow Drive.

Staff presented a brief overview of the request. The representative for the applicant, David Box of 522 Colcord Dr., OKC, was present. There was general discussion. The following citizens addressed the Commission:

Art Mullin, 2913 Bella Vista
Paul Smith, 315 E. Ridgewood
Mike Landers, 3229 Glenhaven
Cornelius Barnett, 7112 Hilltop
Roy Thornton, 2921 Bella Vista
JW Speaks, 3712 Shadybrook Dr
Dennis Roberts, 3421 N. Glenhaven
Nikki Bounds, 308 Guy Dr.
Sandy Boyle, 201 Orchard
Linda Smith, 315 E. Ridgewood
John Brewer, 3115 N. Glenhaven
Michelle Alvarez, 3505 Shadybrook
Carol Hager, 304 Guy Dr.
Sandy Hill, 112 W. Ridgewood

There was addition discussion. A motion was made by Dawkins, seconded by Campbell to recommend denial of this item. Voting in favor of denial: Huskey, Dawkins, Hinton, Collins, and Campbell. Voting in favor of approval: R. Smith, J. Smith. Motion carried. The item was recommended for denial.

2. (PC-2083) Discussion and consideration of adoption, including any possible amendment of the Aspen Ridge Section 3 Replat for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

The applicant, Chris Anderson with SMC, 815 W. Main St., OKC, was present. There was general discussion. A motion was made by Dawkins, seconded by Huskey to recommend approval of this item. Voting aye: R. Smith, J. Smith, Huskey, Collins, Hinton, Dawkins and Campbell. Voting nay: none. Motion carried.

3. (PC-2084) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict HOS, Hospitality, to R-HD, High Density Residential and a resolution to amend the Comprehensive Plan from MDR, Medium Density Residential, to HDR, High Density Residential, for the property described as Lots 9, 10, 11, 12, 13 and 14 of Block 2 in the Aviation Acres Addition. These lots are addressed as 5901, 5905, 5909, 5913 and 6001 Will Rogers Rd.

The representative for the applicant, David Box of 522 Colcord Dr., OKC , was present. There was general discussion regarding the item. A motion was made by Huskey, seconded by Campbell to recommend approval of the item subject to staff comments. Voting aye: R. Smith, J. Smith, Huskey, Collins, Hinton, Dawkins and Campbell. Voting nay: none. Motion carried.

4. (PC-2086) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential with a Special Use Permit for a Church to R-6, Single Family Detached Residential and C-1, Restricted Commercial, for the property described as 9105 and 9107 East Reno Ave.

The property owner, Debra Batson of 9105 E. Reno, Midwest City, was present. There was general discussion regarding the item. A motion was made by Huskey, seconded by Collins, to recommend approval of this item subject to staff comments. Voting aye: R. Smith, J. Smith, Huskey, Collins, Hinton, Dawkins and Campbell. Voting nay: none. Motion carried.

5. (PC-2087) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential with a Special Use Permit for a Lodge to PUD, Planned Unit Development governed by the C-4, General Commercial District and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COM, Commercial for the property described as a part of the SE/4 of Section 35, T-12-N, R-2-W, located at 8713 East Main Street.

The applicant's representative, David Box of 522 Colcord Dr., OKC, was present. Glenn Goldschlager of 1409 Evergreen Circle addressed the Commission. There was general discussion regarding the item. A motion was made by Dawkins, seconded by J. Smith to recommend approval of the item. Voting aye: R. Smith, J. Smith, Huskey, Collins, Hinton, Dawkins and Campbell. Voting nay: none. Motion carried.

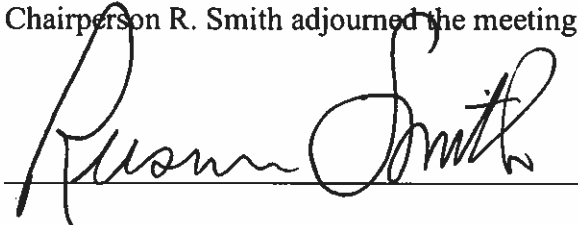
D. COMMISSION DISCUSSION: Discussion and consideration for adoption, including any possible amendment to reappoint Dean Hinton, Planning Commissioner, for another three (3) year term as the Planning Commission representative on the ADA Transition Committee. A motion was made by Huskey, seconded by Campbell to reappoint Dean Hinton as the Planning Commission representative on the ADA Transition Committee. Voting aye: R. Smith, J. Smith, Huskey, Collins, Dawkins and Campbell. Voting nay: none. Motion carried.

E. PUBLIC DISCUSSION: Per a request from a citizen, staff announced that the Oklahoma County Sheriff would be at the Community Center on August 17, 2021 at 6:00 p.m.

F. FURTHER INFORMATION: None.

G. ADJOURNMENT

Chairperson R. Smith adjourned the meeting at 7:20 p.m.



A handwritten signature in cursive script, appearing to read "R. Smith", is written over a horizontal line. The signature is fluid and stylized.

(KG)



MUNICIPAL AUTHORITY AGENDA

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

September 28, 2021 – 6:01 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Española Bowen

Trustee Sean Reed

Trustee Christine Allen

Trustee Rick Favors

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment of, the August 24, 2021 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: MWC Water Department Fund, expenditures/Transfer Out (42) \$5,009; decrease: expenditures/Water department (42) \$5,009. Increase: Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$28,215. (Finance - T. Cromar)
3. Discussion and consideration for adoption, including any possible amendment, of the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending August 31, 2021. (City Manager - T. Lyon)
4. Discussion and consideration for adoption, including any possible amendment of, a land lease contract with Harmoni Towers, LLC, at \$1,000.00 per month over the next five (5) years, for construction and operation of a cell phone tower. (Information Technology - A. Stephenson)

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 City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

D. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

August 24, 2021

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

Chairman Matt Dukes called the meeting to order at 7:15 PM with the following members present:

Trustee Española Bowen	Trustee Christine Allen	City Manager Tim Lyon
Trustee Rick Favors		Secretary Sara Hancock
		City Attorney Don Maisch

Absent: Trustee Sean Reed
Trustee Pat Byrne
Trustee Susan Eads

CONSENT AGENDA. Allen made a motion to approve the consent agenda, seconded by Favors. Voting Aye: Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Eads, Byrne and Reed. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment of, the August 10, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Capital Imp Rev Bond Fund, expenditures/Transfers Out (00) \$6,135,461. FF&E Reserve Fund, revenue/Transfers In (00) \$6,135,461. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$10,500. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$12,500. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$145,000. Storm Water Quality Fund, expenditures/Storm Water, expenditures (61) \$33,550. Capital Water Imp – Walker Fund, expenditures/Capital Water Improvements (49) \$987,700. Construction Loan Payment Revenue Fund, expenditures/Water Department (42) \$1,415,639. Sewer Construction Fund, expenditures/Sewer Construction (46) \$45,551. Utility Services Fund, expenditures/Utility Services (50) \$25,900. MWC Sanitation Department Fund, expenditures/Sanitation Department (41) \$522,274. MWC Water Department Fund, expenditures/Water Department (42) \$68,308. MWC Sewer Department Fund, expenditures/Sewer Department (43) \$55,459. FF&E Reserve Fund, expenditures /Hotel/Conf Center (40) \$433,537.
3. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2021.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 7:15 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: September 28, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: MWC Water Department Fund, expenditures/Transfer Out (42) \$5,009; decrease: expenditures/Water department (42) \$5,009. Increase: Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$28,215.

The first supplement is needed to budget the transfer out from Fund 191 to Fund 271 to finish the project inspector's contract for the Booster Pump Station and Clearwell Renovation project 4919G1. The second supplement is needed to budget for the Shadybrook Channel liner expenditures.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
September 28, 2021

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		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	Transfer Out			5,009	
42	Water Department				5,009
		<u>0</u>	<u>0</u>	<u>5,009</u>	<u>5,009</u>

Explanation:
To budget the transfer out from Fund 191 to Fund 271 to finish the project inspector's contract for the Booster Pump Station and Clearwell Renovation project 4919G1.

Fund CAPITAL DRAINAGE IMP (060)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		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			28,215	
		<u>0</u>	<u>0</u>	<u>28,215</u>	<u>0</u>

Explanation:
To budget for the Shadybrook Channel liner expenditures. Funding to come from fund balance.



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: September 28, 2021

RE: Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending August 31, 2021.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Revenue												
Budgeted (MTD)	218,175	269,249										
Actual (MTD)	165,309	267,937										
Budgeted (YTD)	218,175	487,424										
Actual (YTD)	165,309	433,247										
Expenses												
Budgeted (MTD)	276,863	304,951										
Actual (MTD)	217,027	271,844										
Budgeted (YTD)	276,863	581,814										
Actual (YTD)	217,027	488,872										
Revenue vs. Expenses												
Budgeted (MTD)	(56,688)	(35,702)										
Actual (MTD)	(51,718)	(3,907)										
Budgeted (YTD)	(56,688)	(94,390)										
Actual (YTD)	(51,718)	(55,625)										
Key Indicators												
Hotel Room Revenue	140,152	138,336										
Food and Banquet Revenue	21,229	120,339										

Fiscal Year 2020-2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Revenue												
Budgeted (MTD)	343,261	453,583	525,877	507,546	455,087	297,747	227,478	357,427	514,440	483,447	447,593	415,608
Actual (MTD)	209,220	96,171	166,050	141,030	196,284	98,762	110,610	119,566	178,607	183,566	128,960	228,854
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267	2,285,354	2,583,101	2,810,579	3,168,006	3,682,446	4,165,893	4,613,486	5,029,094
Actual (YTD)	209,220	305,391	471,441	612,471	808,756	907,517	1,018,127	1,137,693	1,316,301	1,499,867	1,628,827	1,857,681
Expenses												
Budgeted (MTD)	402,630	455,299	469,746	481,160	435,035	370,311	312,141	359,557	443,494	451,607	419,406	410,317
Actual (MTD)	206,494	166,450	189,154	173,890	187,703	140,339	168,038	152,009	184,421	208,906	174,967	241,097
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835	2,243,910	2,614,221	2,926,362	3,285,919	3,729,413	4,181,020	4,600,426	5,010,743
Actual (YTD)	206,494	372,944	562,098	735,987	923,690	1,064,029	1,232,066	1,384,076	1,568,497	1,777,403	1,952,369	2,193,466
Revenue vs. Expenses												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386	20,912	(72,564)	(84,663)	(2,130)	70,946	31,840	28,187	5,291
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)	8,582	(41,577)	(57,428)	(32,443)	(5,814)	(25,340)	(46,006)	(12,242)
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432	41,444	(31,120)	(115,783)	(117,913)	(46,967)	(15,127)	13,060	18,351
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)	(114,935)	(156,511)	(213,939)	(246,383)	(252,196)	(277,536)	(323,543)	(335,785)



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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Allen Stephenson, Information Technology Director

DATE: September 28, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of, a land lease contract with Harmoni Towers, LLC, at \$1,000.00 per month over five (5) years, for construction and operation of a cell phone tower.

Discussion and consideration for adoption, including any possible amendment of, a land lease contract with Harmoni Towers, LLC for construction and operation of a cell phone tower in the amount of \$1,000 per month for 5 years. This lease will allow Harmoni Towers LLC to construct a new cell phone tower adjacent to the existing tower located at 8730 S.E. 15th St. on Jim White Dr. This new tower location will provide the City with ongoing revenue while allowing for improved AT&T and Firstnet coverage at the proposed Public Safety training facility and the Public Works complex.

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by The Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City ("**Landlord**") having a mailing address of 100 North Midwest Boulevard, Midwest City, OK 73110 and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Building, Suite 100, Little Rock AR 72211 ("**Tenant**").

BACKGROUND

The City of Midwest City owns and the Landlord operates and/or controls a certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 8730 SE 15th Street, in the City of Midwest City, County of Oklahoma, State of Oklahoma (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately Ten Thousand (10,000) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant with the written consent of Landlord.

(e) During the Option Term and throughout the Lease Term, including the exercise of any Extension Terms, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does

not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of a threatened foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the **Surrounding Property** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other party written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**".

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand and No/100 Dollars (\$1,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) The installation, maintenance and operation of the Communication Facility will not interfere with the Landlord's lawfully installed and properly operated emergency equipment or operations within the Property. In the event Tenant's installations interfere with Landlord's equipment or operations, Tenant will promptly cease the operations suspected of causing such interference after notice thereof (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be resolved, either party will be entitled to terminate this Agreement.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by

the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

12. **ACCESS.** Landlord agrees to allow Tenant access to the Premises during ordinary business hours (8:00 a.m. – 5:00 p.m. Monday through Friday) for regular maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. In the event Tenant needs access after business hours, Tenant will endeavor to give Landlord prior notice, if feasible.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two feet (2') below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Tenant will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises.

(c) Tenant will have the right to install utilities on the Property and the Premises, at Tenant's expense and to improve present utilities on the Property and the Premises; by way of example, such utilities shall include overhead and underground electric, water, data transmission, and other necessary utility facilities (including guys, wires, poles, and other appurtenant equipment). Landlord hereby grants to Tenant and any service company providing utility or similar services, including electric power and telecommunications, an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, guys, wires, poles, circuits, conduits, associated equipment cabinets, and appurtenances thereto, as may from time to time be required. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or service company.

15. **DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent provided all parties are registered to do business in the State of Oklahoma. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Harmoni Towers LLC
 Attn: Real Estate
 10801 Executive Center Drive
 Shannon Building, Suite 100
 Little Rock AR 72211
 REAdmin@harmonitowers.com

cc:

Harmoni Towers LLC
c/o Symphony Wireless
Attn: Legal
44 South Broadway, Suite 601
White Plains, NY 10601

For Emergencies: NOC@harmonitowers.com

If to Landlord: Midwest City Municipal Authority

 ATTN: Information Technology Department

 100 North Midwest Boulevard

 Midwest City, OK 73110

 405.869.8600 POC Scott Walsh

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party as provided herein.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the

notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date of this Agreement, Landlord shall provide the Notice address set forth in Section 17 to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Harmoni Towers LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY

IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(q) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a force majeure event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Midwest City Municipal Authority

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

Harmoni Towers LLC

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the ____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/ she is the _____ of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

Choose one Landlord Acknowledgement template and delete the others for final draft

LANDLORD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, that on this ____ day of _____, 20____ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public:

My Commission Expires:

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I CERTIFY that on _____, 20____, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary

Public:

My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I CERTIFY that on _____, 20____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary

Public:

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Option and Lease Agreement dated _____, 20____, by and between The City of Midwest City, Oklahoma, a municipal corporation, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

Starting at the N.E. corner of said Section; thence S 89°14'45" W along North line of said Section a distance of 656.65 feet to the N. W. corner of the NE 4 of NE/4 of said Section and POINT OF BEGINNING; thence S 00°49'03" E a distance of 659.44 feet; thence S 89°14'45" W a distance of 3.35 feet; thence S 00°49'03" E a distance of 541.41 feet to the North Right-of-Way line of the AT & SF R.R.; thence N. 67° 30' 29" W a distance of 461.32 feet; thence S 22°29'31" W a distance of 85.0 feet; thence N 67°30'29" W a distance of 465.79 feet, thence North a distance of 913.10 feet; thence N 89°14' 45" E a distance of 875.40 feet to the POINT OF BEGINNING, containing 21.39 acres, more or less.

AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

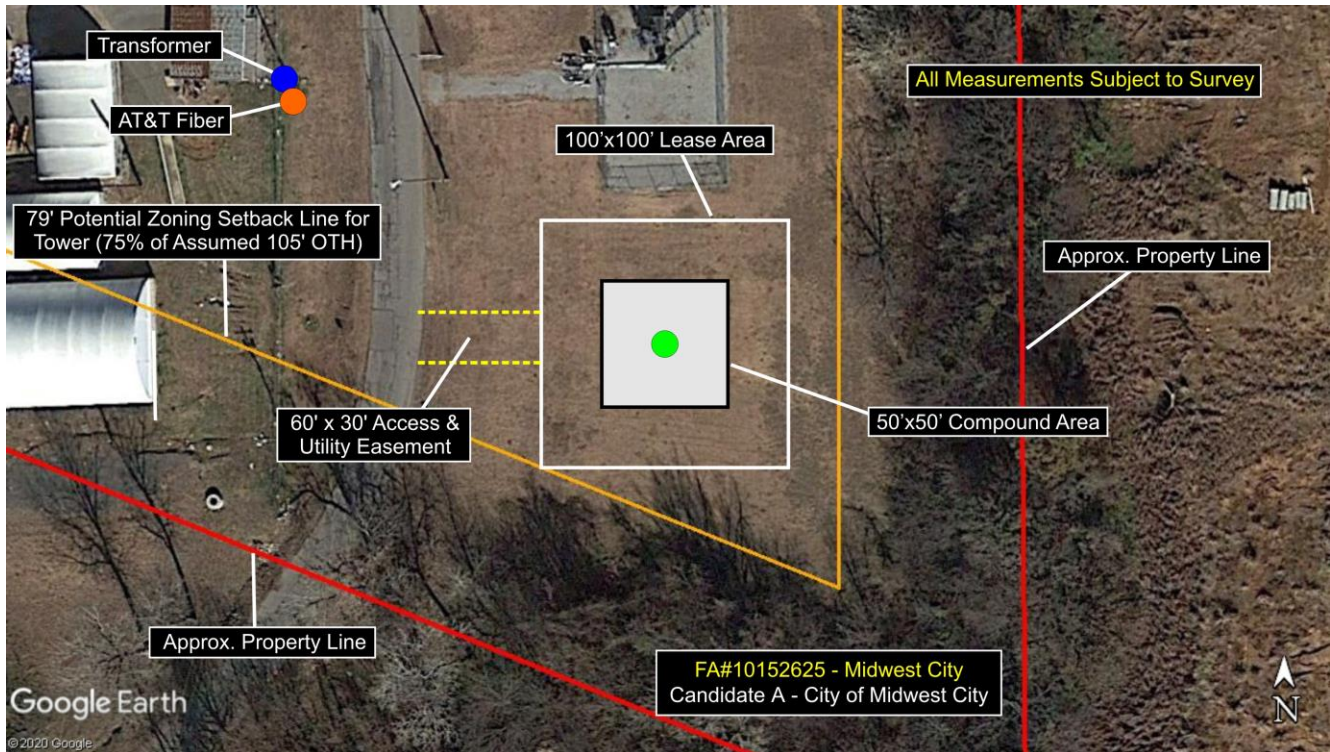
EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

to the Option and Lease Agreement dated _____, 20___, by and between The City of Midwest City, Oklahoma, a municipal corporation, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to [_____]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [_____] permitting [_____] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [_____] and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [_____] representatives may be seeking access to the property outside of normal business hours. [_____] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and after recording, return to:

Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive, Suite 100
Little Rock, Arkansas 72211
501.621-0521

HARMONI Site ID: _____
HARMONI Site Name: _____
County: _____
State: _____

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between _____, a/n _____ having a mailing address of _____ (hereinafter referred to as "**Landlord**") and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Bldg. Suite 100, Little Rock AR 72211 (formerly known as Uniti Towers LLC, and hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with _____seventeen (17) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

By: _____

Name: _____

Its: _____

Date: _____

"TENANT"

Harmoni Towers LLC

By: _____

Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, who acknowledged under oath that he/she is the _____ of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 20____ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of _____

to the Memorandum of Lease dated _____, 20____, by and between _____,
a _____, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as
Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

W-9 FORM

[FOLLOWS ON NEXT PAGE]



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

September 28, 2021 – 6:02 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment of, the August 24, 2021 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Hospital Authority Fund, expenditures/Transfer Out (90) \$78,035; decrease: Hospital Authority Fund, expenditures/Hospital Authority (90) \$78,035. (Finance - T. Cromar)
3. Discussion, consideration and possible action to award the bid to and approve an agreement with Midwest Wrecking Co, as may be amended, to demolish a vacant building and other improvements; and to clear, grade and revegetate 301 North Midwest Boulevard (a/k/a A Part of the Southeast Quarter of the Southeast Quarter of Section 34, Township 12 North, Range 2 West, I.M.) for an amount not to exceed \$59,960. (Economic Development - R. Coleman)
4. Discussion and consideration, including any amendments, of approving a six-month extension to the FY 2019-20 Memorial Hospital Authority grant awarded to the Air Depot Corridor Improvement Plan. (Administrator - T. Lyon)
5. Discussion and consideration, including any amendments, of approving a six-month extension to the Memorial Hospital Authority grants awarded to 1) the FY 2018-19 Middle Income Housing Rehab Loan Program and the Original Mile Homebuyer Assistance Program and 2) the FY 2019-20 Municipal Complex Sidewalks. (Administrator - T. Lyon)

C. DISCUSSION ITEM.

1. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**

E. 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

August 24, 2021

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

Chairman Matt Dukes called the meeting to order at 7:16 PM with the following members present:

Trustee Susan Eads*	Trustee Christine Allen	City Manager Tim Lyon
Trustee Española Bowen	Trustee Rick Favors	Secretary Sara Hancock
		City Attorney Don Maisch

Absent: Trustee Sean Reed
Trustee Pat Byrne

*Eads returned at 7:16 PM

CONSENT AGENDA. Bowen made a motion to approve the consent agenda, seconded by Allen. Voting Aye: Eads, Bowen, Allen, Favors and Dukes. Nay: none. Absent: Byrne and Reed. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment of, the August 10, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Hospital Authority Fund, revenue/Transfers In (90) \$150,531; expenses/Transfers Out (90) \$150,531; expenses/Hospital Authority (90) \$37,633. Hospital Authority Fund, expenses/Hospital Authority (90) \$1,322,294.

DISCUSSION ITEM.

1. **Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:16 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: September 28, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of
supplemental budget adjustments to the following fund for FY 2021-2022,
increase: Hospital Authority Fund, expenditures/Transfer Out (90) \$78,035;
decrease: Hospital Authority Fund, expenditures/Hospital Authority (90) \$78,035.

This supplement is needed to budget the transfer out from 9060 Sports Complex Water Line
project 062102 to fund 270 Multi Athletic Facilities project 0619G2 to cover the expenditure to
extend MWC water under 29th street to supply water to the Multi Athletic Facilities project.

Tiatia Cromar
Finance Director

SUPPLEMENTS

September 28, 2021

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<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>
90	Transfers Out			78,035	
90	Hospital Authority				78,035
		<u>0</u>	<u>0</u>	<u>78,035</u>	<u>78,035</u>

Explanation:
 To budget the transfer out from 9060 Sports Complex Water Line project 062102 to fund 270 Multi Ath Facilities project 0619G2 to cover the expenditure to extend MWC water under 29th street to supply water to the Multi Aht Facilities project.



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: September 28, 2021

Subject: Discussion, consideration and possible action to award the bid to and approve an agreement with Midwest Wrecking Co, as may be amended, to demolish a vacant building and other improvements; and to clear, grade and revegetate 301 North Midwest Boulevard (a/k/a A Part of the Southeast Quarter of the Southeast Quarter of Section 34, Township 12 North, Range 2 West, I.M.) for an amount not to exceed \$59,960.

The Authority on August 9, 2021 purchased the vacant, dilapidated office building at 301 N. Midwest BL as part of its efforts to clean up the areas around SSM Health St. Anthony Hospital – Midwest. The building is functionally obsolete and is financially unfeasible to repair.

We are currently working with SSM officials to formulate a redevelopment plan for the entire district. In the meantime, the City/Authority and SSM would be best served if the building were cleared and the lot was graded.

On August 12, 2021, a public notice advertising this bid opportunity was announced in the *Midwest City Beacon* advising of the September 7, 2021 response deadline. Midwest Wrecking Company appeared to submit the best bid and we are recommending approval of same.

Please contact Robert Coleman, Economic Development Director, at (405) 739-1218 with any question.

Respectfully,

Tim Lyon, General Manager/Administrator

CC: Site Photography
Spreadsheet with Bids
Contract

BASE PROPOSAL: Includes removing only the building along with the Drive-In Canopy.



OPTIONAL WORK: Includes removing all concrete driving and parking surfaces in addition to curbing except that which lies in the public right-of-way.

Midwest City Memorial Hospital Authority
100 N Midwest Boulevard, Midwest City, OK 73110
(405) 739-1218

DEMOLITION CONTRACT AGREEMENT

THIS AGREEMENT is made this _____ by and between **Midwest Wrecking Co, P.O. box 14668, Oklahoma City, OK 73113** (the "CONTRACTOR"), and the MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY (the "Authority").

WITNESSETH

That the Contractor and the Authority, for the consideration stated herein, mutually agree as follows:

STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services, and must perform in a workman like manner and must comply with all Federal, State and City codes in the demolition and removal of the structure and other improvements located at the address below:

Address: 301 N Midwest Boulevard, Midwest City, Oklahoma 73110

I. THE SCOPE OF WORK SHALL CONSIST OF

Demolish and remove from site: Main structure including concrete footings, foundations, stem walls and steps; remove **all** paving, drives, poles, etc. with exception to the curbing and driveway approaches within the public right-of-way.

Property shall be graded as best as possible so that it adequately drains. Whenever feasible, natural vegetation shall be retained, protected, and supplemented. The area disturbed shall be box-bladed and graded to match adjoining properties so that water will drain adequately, so as not to pose a public nuisance to any adjoining property.

Contractor must take all reasonable precautions to protect air quality and minimize fugitive dust emissions. If the above indicated demolition has begun but will not be completed within seven (7) days then temporary erosion and sediment controls must be utilized to minimize sediment-laden discharge from the property. Any disturbed area must be stabilized with a permanent vegetative cover that consists of at least a 70% density of native grass. Proof of such stabilization must be noted within thirty (30) days in order to receive payment on contract. All clean up; trash, debris and waste generated by the Contractor shall properly be disposed in a certified licensed landfill.

2. CONTRACT PRICE

The Authority will pay the Contractor for performance of the Contract, in current funds, the sum of **\$59,960** in addition to and above the value of such salvaged materials specified to become the property of the contractor. The City, before making payment, may require the Contractor to furnish release or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, for work under this Contract, if this is deemed necessary to protect its interest.

3. **TIME FOR COMPLETION**

The work, which is required to perform under this Contract shall commence on or after October 1, 2021 and shall be fully, completed on or before November 16, 2021.

4. **SUBCONTRACTS**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has received from the Authority, written approval of such agreement or permission.

5. **PERMITS AND CODES**

The Contractor shall obtain all necessary permits required by state and local jurisdictions, and comply with all applicable laws required for the performance of this contract by the Authority.

6. **UTILITIES DISCONNECTION**

Before starting demolition, it shall be the responsibility of the Contractor to obtain the proper releases that all utility connections such as water, gas, electric, sewer/septic systems, cable, telephone and any other services to the structures have been disconnected and documented.

Sanitary sewer service line(s) must be capped at the main by a City of Midwest City licensed plumber as witnessed by a City of Midwest City plumbing inspector.

7. **REMOVAL AND SALVAGE OF EXISTING IMPROVEMENTS**

The Contractor shall demolish and remove all buildings and structures as specified in the scope of work unless otherwise specified, no dwelling structure shall be removed from the premises in whole or substantially whole condition, but all such buildings shall be demolished on the premises.

(a) Upon the demolition and/or removal from the premises of a building or structure in accordance with this Contract, such building or structure, or the remains thereof, shall become the property of the Contractor, except that personal property of third persons shall not become the property of the Contractor.

(b) Storage of salvage materials and equipment on the Project Area will be permitted only for the duration of the Contract. And such storage shall, at no time, interfere with the activities of the City of Midwest City or of other contractors. Materials and equipment must be kept at least ten (10) feet from adjoining properties.

8. **INSPECTION**

(a) The Authority shall have the right to inspect the work at all times. The contractor must arrange to have an Authority representative meet at the demolition site prior to commencing the work in order the guarantee the location is correct and to answer any question relating to the job.

(b) A final inspection is required prior to releasing any funds.

9. **CARE OF WORK**

The Contractor shall be responsible for all damages to person(s) or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance,

whether or not the same has been covered in whole or in part by payments made by the Authority.

10. **ACCIDENT PREVENTION**

The Contractor shall exercise proper precaution at all times for protection of persons and property, and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Authority and the City of Midwest City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of OSHA to the extent that such provisions are not in conflict with applicable local laws.

11. **INDEMNIFICATION**

The Contractor shall indemnify and hold the Authority and the City of Midwest City, its agents, officers, and employees harmless from all claims, actions, expenses, and liability due to any injury or damage to persons or property resulting from his execution of work under this Contract.

12. **INSURANCE**

- (a) The Contractor shall carry or require that there be carried Manufacturers and Contractor's Public Liability Insurance with limits of \$100,000/300,000/100,000 to protect the Authority, Contractor and his subcontractors against claims for injury or death of one, or more than one, person due to accidents which may occur or result from operations under the Contract. Such insurance shall cover damages in the use of all equipment, hoists, and motor vehicles on the site or hauling materials or debris from the site.
- (b) Contractor shall procure and maintain at his own expense, during the Contract time, in accordance with the provision of the laws of the State of Oklahoma, workers Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require each sub-contractor similarly to provide Workers Compensation Insurance including occupational disease provisions for all of the latter's employees unless such employees engaged in hazardous work under this contract at the site of the project is not protected under Workers Compensation statutes, Contractor shall provide and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

13. **CANCELLATION OF CONTRACT**

This contract may be terminated prior to the expiration of the contract period by unanimous written agreement by the parties to the contract. The Authority may also unilaterally terminate or suspend this contract, in whole or in part, by a ten (10) day written notice from the Authority to the Contractor for the following reasons:

- (a) Failure to perform the services set forth and requirements incident thereto,
- (b) Submission of reports or any documents pertaining to this contract which contain Misrepresentation of any material respect,
- (c) The carrying out of the contract is rendered impracticable, unfeasible, impossible, or illegal,
- (d) Upon the recommendation of the Authority that said contract be suspended or terminated.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

14. **CHANGES**

Authority may request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendment(s) to this Contract.

15. **INDEPENDENT CONTRACTOR STATUS**

It is the intent of the parties that the Contractor's relationship to the Authority is one of an Independent Contractor. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with City of Midwest City or the Authority. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

16. **EMPLOYEE BENEFITS**

The Contractor has full responsibility for payment of worker's compensation insurance, unemployment insurance, Social Security, state and federal income tax, and any other deductions required by law for its employees.

17. **REPORTS AND INFORMATION**

The Contractor, at such times and in such forms as the Authority may require, shall furnish the Authority such reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

18. **CONFLICT OF INTEREST**

Contractor agrees that he will not hire any employees of the City of Midwest City or the Authority to assist in the contracted project.

19. **INTERPRETATION OF CONTRACT PROVISIONS**

In the event of any disagreement between Authority and the Contractor, relative to the provisions of this Contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendation forwarded to the Authority's Board of Trustees who jointly shall make the final determination. Any action filed concerning any issues that may arise under the terms and conditions of this contract must be filed in the District Court for Oklahoma County or in the Federal District Court for the Western District of Oklahoma

20. **SEVERABILITY CLAUSE**

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

21. **GOVERNMENT TORT**

The Authority is a political subdivision of the State of Oklahoma. The Authority is covered by the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, Section 151 et seq. Any action filed against the Authority must be filed in accordance with the Oklahoma Governmental Tort Claims Act

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BY: _____

Signature

Name and Title

ATTEST:

Notary Public

My Commission expires: _____

Commission Number: _____

Midwest City Memorial Hospital Authority

By: _____
Chairman Matthew D. Dukes, II

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

Don Maisch, General Counsel
Midwest City Memorial Hospital Authority

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ for the Midwest City Memorial Hospital Authority, a Public Trust under the laws of the State of Oklahoma. In witness whereof I have set unto my hand an official seal the day and year last written above as attestation for both acknowledgements.

Sara Hancock, Secretary
Midwest City Memorial Hospital Authority

Bid Tab
301 N Midwest Blvd - Demolition

9/7/21

<u>VENDOR</u>	<u>BID AMOUNTS</u>		Total:
	<u>Quote</u>	<u>Additional</u>	
Midwest Wrecking	\$35,220.00	\$24,740.00	\$59,960.00
M&M Wrecking	\$42,891.00	\$32,500.00	\$75,391.00
Total Demolition Services	\$48,865.00	\$46,019.00	\$94,884.00
K&M Dirt Services	\$54,572.00	\$28,872.00	\$83,444.00
Hart Dirt and Demolition	\$277,500.00	\$204,732.00	\$482,232.00



City Manager's Office
tlyon@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Midwest City Memorial Hospital Authority

FROM: Tim Lyon, General Manager/Administrator

DATE: September 28, 2021

SUBJECT: Discussion and consideration, including any amendments, of approving a six-month extension to the FY 2019-20 Memorial Hospital Authority grant awarded to the Air Depot Corridor Improvement Plan.

On February 25, 2020, you approved the Board of Grantors' recommendation to award the Economic Development Department \$48,466.67 for the Air Depot Corridor Improvement Plan (the Air Depot study). In March of this year, we requested a six-month extension for the Air Depot Study due to COVID-19 complications and University of Oklahoma's Institute for Quality Communities lack of staff to commit to the project.

At this time our staff is fully engaged with St. Anthony staff and TSW | Planners| Architects| Landscape Architects staff in a medical district study. Therefore, I am requesting a six-month extension on the Air Depot study so that we can move quickly with the medical district study; after which, I would direct staff to work toward finding a new contractor for the Air Depot study.



Tim L. Lyon, City Manager



City Manager's Office
tlyon@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Midwest City Memorial Hospital Authority

FROM: Tim Lyon, General Manager/Administrator

DATE: September 28, 2021

SUBJECT: Discussion and consideration, including any amendments, of approving a six-month extension to the Memorial Hospital Authority grants awarded to 1) the FY 2018-19 Middle Income Housing Rehab Loan Program and the Original Mile Homebuyer Assistance Program and 2) the FY 2019-20 Municipal Complex Sidewalks.

Our 2018 Middle Income Housing Rehab Loan Program, which started at \$50,000 has a balance of \$21,188 available, equaling approximately two loans. There are (2) applications that have been submitted and processed but have stalled on the applicant side, but we are hopeful that we will be able to assist the applicants with the extension of time.

The 2018 Original Mile Down Payment Assistance Program, which started at \$50,000 has only \$5,000 still available as we have assisted nine homebuyers thus far. The last applicant is in the process of closing, but there are complications, so more time is needed, please.

The Municipal Complex Sidewalks are complete with a remaining balance of \$8,602. Ms. Terri Craft reports that the remaining funds are needed to address electrical issues that came up as a result of the project.



Tim L. Lyon, City Manager



DISCUSSION ITEM





Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: September 28, 2021

Subject: Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President of Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

September 28, 2021 – 6:03 PM

Presiding Chairman Matt Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Española Bowen

Trustee Sean Reed

Trustee Christine Allen

Trustee Rick Favors

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment of, the August 24, 2021 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration of entering into an economic development contract, including any possible amendment, with the MPM Investments, LLC, in an amount not to exceed \$50,000 for predevelopment activities, including, but not limited to the planning, researching, surveying, various duties and other responsibilities necessary in planning and undertaking a Class A commercial real estate development in the Northeast Quarter of the Northeast Quarter of Section 14, Township 11 North, Range 2 West, I.M., Midwest City, OK (a/k/a 8800 block of SE 29th ST). (Economic Development - R. Coleman)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)

E. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Economic Development Authority Minutes
Special Meeting**

August 24, 2021

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

Chairman Matt Dukes called the meeting to order at 7:17 PM with following members present:

Trustee Susan Eads	Trustee Christine Allen	City Manager Tim Lyon
Trustee Española Bowen	Trustee Rick Favors	Secretary Sara Hancock
		City Attorney Don Maisch

Absent: Trustee Sean Reed
Trustee Pat Byrne

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

1. Discussion and consideration for adoption, including any possible amendment of, the July 27, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Economic Development Authority Fund, expenses/Economic Dev Auth (95) \$125,000.

At 7:19 PM Eads made a motion to recess, seconded by Allen. Voting Aye: Eads, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Byrne and Reed. Motion Carried.

EXECUTIVE SESSION.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 7:20 PM Allen made a motion to enter executive session, seconded by Eads. Voting Aye: Eads, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Byrne and Reed. Motion Carried.

At 8:16 PM Favors made a motion to return to open session, seconded by Allen. Voting Aye: Eads, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Byrne and Reed. Motion Carried.

DISCUSSION ITEM.

- 1. Discussion, Consideration and Possible Action to Amend and/or Approve a Resolution of the Midwest City Economic Development Authority Approving that Certain “Economic Development Assistance Agreement”, by and Between the Midwest City Economic Development Authority and Global Turbine Services, Inc. (The "Development Assistance Agreement"); Authorizing and Directing Execution and Delivery of the Development Assistance Agreement; and Containing Other Provisions Relating Thereto.**

Eads made a motion to approve Resolution EDA2021-03, seconded by Bowen. Voting Aye: Eads, Bowen, Allen, Favors, and Dukes. Nay: none. Absent: Byrne and Reed. Motion Carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:17 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman, Director of Economic Development

Date: September 28, 2021

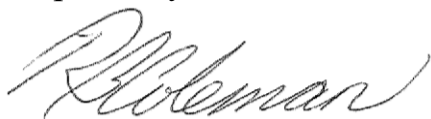
Subject: Discussion and consideration of entering into an Economic Development Contract, including any possible amendment, with the MPM Investments, LLC, in an amount not to exceed \$50,000 for predevelopment activities, including, but not limited to the planning, researching, surveying, various duties and other responsibilities necessary in planning and undertaking a Class A commercial real estate development in the Northeast Quarter of the Northeast Quarter of Section 14, Township 11 North, Range 2 West, I.M., Midwest City, OK (a/k/a 8800 block of SE 29th ST).

MPM Investments is interested in purchasing and redeveloping the Memorial Hospital Authority's property located near 8800 SE 29th ST. Prior to doing so, MPM must verify the property is viable for the industries being targeted.

MPM requests the Economic Development Authority provide \$50,000 in economic development assistance as it undertakes the due diligence necessary to verify current conditions will support the sale and redevelopment of the property in a manner desirable to the City/Authority. MPM has twenty-four (24) months to produce "positive results" or it must repay the money.

Please contact my office at (405) 738-1218 with any question.

Respectfully,



Robert Coleman
Director of Economic Development

ECONOMIC DEVELOPMENT CONTRACT

Southeast 29th Street and Engle Road

This Economic Development Contract (this “Contract”), effective September ____, 2021 is entered into between the Economic Development Authority a public trust (the “Authority”), and MPM Investments, LLC, an Oklahoma limited liability corporation (“MPM”).

WHEREAS, it is a municipal and public purpose and function of the Authority to ensure the continued positive economic growth and development of commerce in the city of Midwest City, Oklahoma; and

WHEREAS, economic development is a purpose of the government of the City of Midwest City (the “City”) and this Contract set forth the duties and responsibilities by which the Authority and MPM will assist the City in accomplishing this purpose; and

WHEREAS, both the Authority and MPM have a significant interest in encouraging and improving commerce and economic development in the City and agree that the two entities working together will have a far greater, more positive impact on commerce and economic development in the City than each would have separately; and

WHEREAS, MPM is investing its resources and capital to undertake the redevelopment and gentrification of a ± 13.28-acre parcel of property near the intersection of Southeast 29th Street and Engle Road in the Interstate 40 corridor, which was the site for various commercial and industrial activities in the preceding 60 years (the “Property”);

WHEREAS, MPM is interested in acquiring controlling interest in, and in furtherance of its intent to redevelop the property, wishes to conduct a feasibility study to determine if the proposed use(s) are viable possibilities for redeveloping the Property;

WHEREAS, the City would greatly benefit from the redevelopment and gentrification of the Property and the introduction of the addition commercial activity into the City’s stream of commerce and tax base expansion;

NOW, THEREFORE, the parties to this Contract hereby agree that:

1. The Authority will pay to MPM a sum not to exceed Fifty Thousand and No/100 Dollars (\$50,000) from Account 425 to be applied toward costs incurred by MPM directly associated with the Predevelopment Activities (defined below) (collectively, the “Predevelopment Contribution”). Not more than twice per month, MPM shall submit written invoices for Predevelopment Activities to the Authority (the “Contribution Request”). The Authority shall pay the Predevelopment Contribution to MPM, or directly to the payee identified in the invoices as directed by MPM in the Contribution Request, in the amount set forth in the Contribution Request within fourteen (14) days of receipt of the Contribution Request. Provided, however, the Authority’s obligation to pay the Predevelopment Contribution shall in no event exceed the amount of funds set forth in this Section.
2. In consideration of the Authority making the Predevelopment Contribution, MPM will, in its best judgment and discretion, development, provide research planning, surveying and other support in

executing the redevelopment of the Property by continuing to pursue acquisition and development of the Property by purchasing the property, designing the redevelopment and obtaining permits from local, state and federal agencies, rezoning the Property, re-platting the Property (including imposition of any declaration of covenants and easements necessary for the successful operation of the redevelopment), and performing such other duties and assuming such other responsibilities that any other developer would undertake to complete a Class A commercial real estate development of the size of the Property. MPM will also take whatever other actions and perform such other duties, such as marketing the Property to others that, in the best professional judgment of MPM, will lead to the successful redevelopment of the Property, which will enhance and improve commerce and economic development in Midwest City, Oklahoma. The activities set forth in this Section 2 shall be referred to herein as the "Predevelopment Activities."

3. As additional considerations and to secure the Authority's interest in the project, by executing this Contract MPM hereby agrees to assign all of its contracts associated with the redevelopment of the Property so that, in the event MPM shall fail to complete the redevelopment of the Property, the Authority, at its option, will have the ability to assume MPM's rights, duties and responsibilities to enable the Authority to complete the redevelopment if it deems it to be in its and the City's best interest in the Authority's sole discretion.
4. This contract shall remain in effect for two (2) years from the effective date. Should the Pre-Development Activities fail to produce positive results during that time frame, MPM shall repay the Authority the entire sum spent on the Feasibility Study. For the sake of this Contract, the term "positive results" shall mean:
 - A. Sale of Property to MPM Investments or other assign(s) for the purpose of redeveloping the Property to (a) use(s) specifically approved by the City and the Authority.
 - B. The City and/or the Authority or other assigns moving forward with the Property's redevelopment directly based on the results of the Predevelopment Activities undertaken by MPM.
5. Any amendment to the Contract shall be in writing and signed by both parties.
6. The laws of the State of Oklahoma shall be used to interpret the Contract. Any action filed shall be filed in the appropriate court in Oklahoma County, Oklahoma.
7. Either party may terminate the Contract by giving the other part sixty (60) days written notice for due cause not to be unreasonable. Should the contract be terminated, Paragraph 4 shall remain in full effect provided the Authority has paid any costs or fees to MPM.
8. The Authority is a political subdivision of the City. The Authority is covered by the Oklahoma Government Tort Claims Act at 51 O.S.S. § 151 et. seq. Any claim filed against the Authority must be filed in compliance with the Oklahoma Government Tort Claims Act.

Approved and agreed to by the Authority on the _____ day of September, 2021.

ECONOMIC DEVELOPMENT AUTHORITY,
A public trust

Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, Secretary

Approved as to form and legality this _____ day of September, 2021.

Don Maisch, Counselor

Approved and agreed to by MPM Investments, LLC, on the _____ day of September, 2021.

MPM INVESTMENTS, LLC

Malek Massad, President



PUBLIC DISCUSSION





EXECUTIVE SESSION





Economic Development
100 N. Midwest Boulevard
Midwest City, OK 73110
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Office: 405.739.1218
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MEMORANDUM

TO: Honorable Chairman and Trustees of the Economic Development Authority

FROM: Robert Coleman, Economic Development Director

DATE: September 28, 2021

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting.

Robert Coleman, Economic Development Director