



CONSENT AGENDA





CITY OF MIDWEST CITY MEETINGS FOR July 23, 2024

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

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

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

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

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

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

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



CITY OF MIDWEST CITY COUNCIL AGENDA

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

July 23, 2024 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 3 Rita Maxwell

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Council Member
- Mayoral Proclamations: Merle Davis
- Community-related announcements and comments

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

1. Discussion, consideration, or possible action to approve the June 25, 2024 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances in the amount of \$7,978,589 at the close of day June 30, 2024 to be made available for fiscal year 2024-2025; and amending the budgets for fiscal year 2024-2025 to include the released appropriations from the fiscal year 2023-2024 budgets as supplemental appropriations; and effective July 1, 2024, renewing encumbrance commitments cancelled at the close of day June 30, 2024. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of approving the School Resource Officer Mutual Cooperation Agreement with the Mid-Del School System for the time period of July 1, 2024 – June 30, 2025. Mid-Del School System will pay the City the amount of \$369,965.00 for the term of the contract.
4. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Emergency Operations Fund, expenditures/Transfers Out (21) \$3,329. Grants Fund, revenue/Transfers In (21) \$3,329. (Finance - T. Cromar)

5. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Police Impound Fees Fund, revenue/Investment Interest (00) \$420; expenditures/Police (62) \$420. Decrease: Police Lab Fee Fund, revenue/Investment Interest (00) \$420; expenditures/Police (62) \$420. (Finance - T. Cromar)
6. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055240520 from the State Department of Environmental Quality for the subdivision Eagle Landing Addition, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
7. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055240519 from the State Department of Environmental Quality for the subdivision Eagle Landing Addition, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
8. Discussion, consideration, and possible action of entering into a contract with Association of Central Oklahoma Governments for the FY 2023-2024 Unified Planning Work Program (UPWP). (Engineering & Construction Services - B. Bundy)
9. Discussion, consideration, and possible action renewing without modification the Fire Equipment Agreement with the Board of County Commissioners of Oklahoma County for FY 24-25. (Fire Chief - B. Norton)
10. Discussion, consideration, and possible action of extending contracts without modifications, with UniFirst Holdings, Inc., for uniforms and supplies and with Midstate Traffic Control, Inc., for traffic signal maintenance for FY 2024/2025. (Public Works - R. Streets)
11. Discussion, consideration, and possible action regarding approving an MOU extending the collective bargaining agreement between the City of Midwest City and the FOP Lodge #127 while negotiations are ongoing. (Human Resources - T. Bradley)
12. Discussion, consideration, and possible action of a approving a resolution nominating Matthew D. Dukes, II, Mayor, City of Midwest City to the Oklahoma Municipal League Board of Directors. (T. Lyon – City Manager).
13. Discussion, consideration and possible action to accept the end of year report from the Midwest City Urban Renewal Authority for Fiscal Year 2023 - 2024. (R. Coleman - Economic Development)
14. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)
15. Discussion, consideration, and possible action of declaring miscellaneous items as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Interim Police Chief G. Wipfli)

D. DISCUSSION ITEMS.

1. (PC-2180) Public hearing, discussion, consideration, and possible action to approve a Special Use Permit (SUP) to allow Moderate Impact Institutional Permitted in the (R-6) Single-Family Detached Residential District for the property described as a part of the Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 9113, 9125, 9201 SE 15th St. (Planning & Zoning - M. Summers)
2. (PC-2168) Public hearing, discussion, consideration, and possible action approving a Resolution amending the Comprehensive Plan from Office/Retail to Office/Retail and High Density Residential and; an ordinance to redistrict from Community Commercial District (“C-3”) to Planned Unit Development (“PUD”) with C-3 as a base zoning district, for the property described as Lot Three (3), Blocks Five (5), Six (6), Seven (7) and Eight (8) in Heritage Park Mall, A Re-Subdivision of Blocks 3, 4 and 5 of Miracle Mile Addition, An Addition to Midwest City, Oklahoma County, Oklahoma, As Shown By the Recorded Plat Thereof. (Planning and Zoning- M. Summers)
3. Public Hearing, discussion, consideration, and possible action approving an ordinance amending Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections; Section 43-182, Connections to sewer mains in Sections 9 and 10, Township 11 N, Range 1 W; Section 43-183, Connections to sewer mains in Sections 1, Township 11N, Range 2W; Section 43-184, Reserved; providing for repealer and severability. (Engineering & Construction Services - B. Bundy)
4. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges; Section 43-224 Sewer User Charge; Section 43-230 Capital Improvement Charges; and providing for a repealer and severability. (Public Works - R. Streets)
5. Discussion, consideration, and possible action regarding Resolution 2023-25 pertaining to the moratorium on new construction and new development that will connect to the Midwest City wastewater collection system that serves a portion of the east side of Midwest City. (Engineering & Construction Services - B. Bundy)
6. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Wynn Construction Co., Inc. for \$1,614,883 and 210 Calendar Days for the Mid-America Park Phase 1 Project, a 2018 GO Bond project. City Council delegates the Mayor to sign and execute the contract. (Engineering & Construction Services - B. Bundy)
7. Discussion, consideration, and possible action of approving a Professional Services Agreement with Freese and Nichols, Inc., in the amount of \$799,000.00 to develop a citywide stormwater master plan. (Public Works - R. Streets)

8. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with H&H Plumbing & Utilities, Inc. for \$2,230,775 to construct the North Side Utilities Water Project. City Council delegates the Mayor to sign and execute the contract. (Engineering & Construction Services - B. Bundy)

E. NEW BUSINESS/PUBLIC DISCUSSION. “In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.”

F. FURTHER INFORMATION.

1. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for June 2024. (Human Resources - T. Bradley)
2. Monthly Residential and Commercial Building report for June 2024. (Engineering & Construction Services—B.Bundy)
3. Review of the June 4, 2024 Planning Commission Meeting Minutes. (Planning & Zoning - E. Richey)
4. Code Enforcement report for January 1 through June 30, 2024. (Neighborhood Services - M. Stroh)
5. Review of the City Manager's Report for the month of June 2024. (Finance - T. Cromar)

G. ADJOURNMENT.

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

City of Midwest City Council

June 25, 2024

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

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

	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Rita Maxwell	Ward 4 Marc Thompson	City Clerk Sara Hancock
	Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Councilmembers Susan Eads and Sara Bana

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. Pledge of Allegiance was led by Councilmember Rick Favors. The mayor read the Mayoral Proclamations for Lakes Appreciation Month. City Manager Lyon and Council made community-related announcements and comments.

CONSENT AGENDA. Thompson made a motion to approve the consent agenda with exception of pulling Items 2 and 4, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana

1. Discussion, consideration, or possible action to approve the June 11, 2024 meeting minutes.
3. Discussion, consideration and possible action of approving a contract for FY 24-25 in the amount of \$225,583 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City.
5. Discussion, consideration, and any possible action of approving renewing a contract without modifications for FY 2024-2025 with Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$198,614.06.
6. Discussion, consideration, and possible action renewing without modification the utility bill production agreement with Dataprose, LLC, for FY 24-25.
7. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Grants Fund, revenue/Intergovernmental (06) \$254,000; expenditures/Transfers Out (06) \$254,000. Street Tax Fund, revenue/Transfers In (00) \$254,000; expenditures/Park & Rec (06) \$254,000. Police Lab Fee Fund, expenditures/Transfers Out (62) \$9,298. Police Impound Fees Fund, revenue/Transfers In (00) \$9,298. Grants Fund, revenue/Intergovernmental (24) \$117,820; expenditures/Transfers Out (24) \$117,820. General Government Sales Tax Fund, revenue/Transfers In (00) \$117,820; expenditures/Engineering & Construction Services (24) \$117,820. 2018 Election G.O. Bond Fund, expenditures/Street (09) \$64,634. General Fund, expenditures/Transfers Out (00) \$813,957. Police Fund, revenue/Transfers In (00) \$367,284. Fire Fund, revenue/Transfers In (00) \$296,962. Hotel Motel Fund, expenditures/Transfers Out (00) \$169,727. Park & Recreation Fund, revenue/Transfers In (00)

\$23,762. CVB Fund, revenue/Transfers In (00) \$95,047. Welcome Center Fund, revenue/Transfers In (00) \$50,918. General Fund, revenue/Transfers In (00) \$149,711. Municipal Court Fund, revenue/Investment Interest (00) \$2,700; expenditures/Transfers Out (00) \$2,700. General Fund, revenue/Transfers In (00) \$2,700. G.O. Debt Service Fund, expenditures/Transfers Out (00) \$112,339. 2018 Election G.O. Bond Fund, revenue/Transfers In (00) \$112,339. Hotel Motel Fund, revenue/Investment Interest (00) \$169,727. L&H Fund, expenditures/Personnel (03) \$500,000.

8. Discussion, consideration, and possible action approving the contract amendments with Garver; H.W. Lochner; Lee Engineering; LMRK Engineering; Plummer Associates; and R.L. Shears Company, to renew the contracts for FY 24/25.
9. Discussion, consideration, and possible action of approving Change Order #01 with C4L for the Midwest City Police Department Restroom Renovation for \$44,762.00 and 43 additional days.
10. Discussion, consideration and possible action regarding Resolution 2024-09 to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2024-2025.
11. Discussion, consideration and possible action approving Resolution 2024-10 to renew the Sales Tax Agreement required for Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2024-2025.
12. Discussion, consideration, and possible action of approving Amendment No. 2 with Tunnel, Spangler & Associates, Inc. for the schematic design and pricing of the Parklawn Drive and National Avenue Revitalization Project.
13. Discussion, consideration, and possible action of declaring (1) 2014 Chevrolet Caprice and its contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
14. Discussion, consideration, and possible action of declaring the items listed below as surplus and authorizing their disposal by public auction, sealed bid or other means as necessary.
2. **Discussion, consideration, and possible action of approving; 1) the proposed 2024 Action Plan, a part of the 2020-2024 Consolidated Plan and Strategy, for the use of 2024 Community Development Block Grant (CDBG) funds; 2) authorization of the Mayor to submit the approved and/ or modified certifications to the U.S. Department of Housing and Urban Development; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.**

Ashley Stephenson and Britney Hussain with Leah's Hope addressed the council. After Staff and Council discussion, Thompson made a motion to approve, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

4. **Discussion, consideration, and possible action of renewing a contract without modifications for FY 2024-2025, with NAPA Auto Parts for the on-site turnkey vehicle and equipment part operation in the City-wide budgeted amount of \$1,500,000.00. Take No Action**

DISCUSSION ITEMS.

1. **Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2023-2024 audit of Midwest City's financial statements for the audit fee of \$52,400, Single Audit Fee of \$5,200 and major programs \$3,700 each.**

Cromar addressed Council. After discussion, Byrne made a motion to approve the contract, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

2. **(PC-2174) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Dentistry by Design for the property described as a part of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian also addressed as 2500 S. Douglas Blvd., Midwest City, OK 73130.**

Summers addressed Council. After discussion, Byrne made a motion to approve the Preliminary Plat, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

3. **(PC-2177) Public hearing, discussion, consideration, and possible action approving a Resolution amending the Comprehensive Plan from Single-Family Detached Land Use to Medium Density Land Use and; an Ordinance to redistrict from Single-Family Detached Residential District ("R-6") to Medium Density Residential Land use ("RMD"), for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty (30), Township Twelve (12) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1205 Wilkinson Dr., Midwest City.**

No Action Needed.

4. **(PC-2178) Public hearing, discussion, consideration, and possible action approving an Ordinance to redistrict from Planned Unit Development ("PUD") governed by General Commercial District ("C-4") to Amended Planned Unit Development ("PUD") governed by General Commercial District ("C-4"), for the property described as a part of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 8713 E. Main St., Midwest City.**

Summers and Glenn Goldschlager of 1409 Evergreen Cir addressed Council. After discussion, Byrne made a motion to approve Ordinance 3563 along with keeping previous restrictions and current screening to be in place, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

NEW BUSINESS/PUBLIC DISCUSSION. Glenn Goldschlager of 1409 Evergreen Cir spoke.

At 6:26 PM Favors made a motion to recess, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

At 6:30 PM Favors made motion to reconvene, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

EXECUTIVE SESSION.

- 1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(3) to discuss confidential communications concerning the purchase or appraisal of real property regarding Sooner Town Center and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 6:30PM Byrne made a motion to enter into Executive Session, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

At 7:18 PM Favors made a motion to return to Open Session, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

No Action Needed

DISCUSSION ITEMS CONTINUED.

- 5. Discussion, consideration, and possible action of approving an Ancillary Agreement with Sooner Town Center, LLC and Sooner Town Center II, LLC.**

Favors made a motion to approve agreement, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favors and Dukes. Nay: None. Absent: Eads and Bana.

FURTHER INFORMATION.

1. Review of the May 7, 2024 Planning Commission Meeting Minutes
2. Review of the City Manager's Report for the month of May 2024.
3. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for May 2024.
4. Monthly Residential and Commercial Building report for May 2024 Building Report.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:20 PM

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances in the amount of \$7,978,589 at the close of day June 30, 2024 to be made available for fiscal year 2024-2025; and amending the budgets for fiscal year 2024-2025 to include the released appropriations from the fiscal year 2023-2024 budgets as supplemental appropriations; and, effective July 1, 2024, renewing encumbrance commitments cancelled at the close of day June 30, 2024.

The Finance Department by policy has determined it to be in the best interest of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2024, rather than waiting until September 30, 2024. This process which is allowed by statute will provide for these amounts to be available for supplemental appropriation into fiscal year 2024-2025. It is the Finance Department's recommendation to lapse the encumbrances for fiscal year 2023-2024. The lapsed encumbrances are then to be renewed effective July 1, 2024 and funded through available fund balance.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING FOR THE CITY OF MIDWEST CITY, OKLAHOMA TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2024 TO BE MADE AVAILABLE FOR FISCAL YEAR 2024-2025; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2024-2025 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2023-2024 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2024, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2024.

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

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

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

WHEREAS, it is the City's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2024 as payable from FY 2023-2024 appropriations, renew those same commitments effective July 1, 2024, and provide supplemental appropriations necessary for those renewed commitments to be charged against appropriations for the FY 2024-2025 fiscal year; and

WHEREAS, the City Council of the City of Midwest City has determined it in the best interests of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2024, rather than waiting until September 30, 2024, for these amounts to be available for supplemental appropriation into the current fiscal year;

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

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2024, formerly lawfully charged against and payable from FY 2023-2024 appropriations, are hereby cancelled and renewed effective July 1, 2024, to be charged against and payable from additional FY 2024-2025 fiscal year appropriations to be provided through supplemental appropriation on July 1, 2024.

SECTION 2. Any remaining unexpended appropriations within each fund at the close of day June 30, 2024, are considered lapsed, no longer a credit for that fiscal year, and are released. Those released appropriations from FY 2023-2024 shall be and are hereby deemed supplemental appropriations for the 2024-2025 fiscal year effective July 1, 2024. The FY 2024-2025 budgets are hereby amended to reflect the inclusion of those supplemental appropriations.

General Fund (010):

Departments-Divisions:

Personnel Department (010-0310)	\$	6,226
City Attorney (010-0410)	\$	14
Community Development (010-0510)	\$	190,718
Park & Recreation (010-0610)	\$	6,864
Finance (010-0810)	\$	3,622
Street (010-0910)	\$	133,409
Animal Welfare (010-1010)	\$	5,454
Municipal Court (010-1210)	\$	2,850

Neighborhood Services (010-1510)	\$ 6,979
Information Technology (010-1610)	\$ 34,970
Emergency Management (010-1810)	\$ 656
Swimming Pools (010-1910)	\$ 6,644
Communications (010-2010)	\$ 36,419
Engineering & Const Svcs (010-2410)	\$ 44,847
Senior Center (010-5500)	\$ 33
Police Fund (020-6210):	\$ 152,044
Fire Fund (040-64/10-20):	\$ 46,090

Special Revenue:

General Government Sales Tax (009):	
City Manager (009-0110)	\$ 6,172
Personnel (009-0310)	\$ 6,052
Community Development (009-0510)	\$ 262,466
Park & Recreation (009-0610)	\$ 800
Finance (009-0810)	\$ 5,586
Street (009-0910)	\$ 3,200
General Government (009-1410)	\$ 162,570
Information Technology (009-1610)	\$ 16,514
Swimming Pools (009-1910)	\$ 18,413
Communications (009-2010)	\$ 16
Engineering & Const Svcs (009-2410)	\$ 326,249
Street and Alley (013-0910)	\$ 195,863
General Government (014-1415)	\$ 37,523
Street Light Fee (015-1410):	\$ 4,573
Reimbursed Projects (016):	
Community Development (016-0510)	\$ 50,000
Park & Recreation (016-0610)	\$ 23,314
General Government (016-1410)	\$ 28,000
Neighborhood Services (016-1550)	\$ 532
MWC Parks (016-2315)	\$ 1
Grants Management (016-3910)	\$ 2,700
Fire (016-6410)	\$ 35,039
Juvenile (025-1211)	\$ 187
Special Police Projects (031-6200)	\$ 55
Employee Activity Fund (035-3800)	\$ 247
Police Jail (036-6230)	\$ 13,452
Police Impound Fees (037-6210)	\$ 348
Convention & Visitors Bureau (046):	
Visitors Bureau (046-0710)	\$ 32,023
Economic Development (046-8710)	\$ 447
Emergency Operations (070-2100)	\$ 55,511
Activity (115):	
Recreation (115-7810/12/15)	\$ 2,802
Parks and Recreation (123):	
Park & Recreation (123-0610)	\$ 32,567
Communications (123-2010)	\$ 14,985
Community Dev Block Grant (141-3933/99)	\$ 17,330
Grants (142) Housing Activities (142-3730)	\$ 287
Grants (143):	
Capital Improvements (143-5700)	\$ 175,000
Animals Best Friend (220)	\$ 8,002
Disaster Relief (310):	
Neighborhood Services (310-1510)	\$ 3,769
Disaster Relief (310-8810)	\$ 49,187

Capital Project:

Police Capitalization (021-6210)	\$ 574,565
Fire Capitalization (041-6410)	\$ 1,008,449
Street Tax (065):	
Park & Recreation (065-0610)	\$ 178,198
MWC Parks (065-2310)	\$ 15,708
Economic (065-8710)	\$ 12,335
Capital Improvement (157-5700)	\$ 698,025
Downtown Redevelopment (194-9210)	\$ 147,759
2002 G.O. Street Bond (269-6910)	\$ 42,893
2018 Election G.O. Bonds (270):	
Park & Rec (270-0610)	\$ 11,863
Street (270-0910)	\$ 2,076,497
General Government (270-1410)	\$ 728,061
Fire (270-6410)	\$ 1,680
29 th Street (270-9210)	\$ 45,537
2018 Election G.O. Bonds Proprietary (271):	
Capital Water Improvements (271-4910)	\$ 16,378
2022 Issue G.O. Bond (272-6410)	\$ 72,424

Internal Service:

Public Works Administration (075-3010)	\$ 26,348
Fleet Maintenance (080-2510)	\$ 44,540
Surplus Property (081-2610)	\$ 107
Risk Management (202-2910)	\$ 1,754
L & H Benefits (240-0310)	\$ 5,847

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma, this 23rd day of July, 2024.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk



Greg Wipfli
Chief of Police-Interim
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: Greg Wipfli, Chief of Police-Interim
DATE: July 23, 2024

SUBJECT: Discussion, consideration, and possible action of signing and executing the School Resource Officer Mutual Cooperation Agreement with the Mid-Del School System for the time period of July 1, 2024 – June 30, 2025. Mid-Del School System will pay the City the amount of \$369,965.00 for the term of the contract.

The City of Midwest City has provided a Safety Resource Officer or Officers for the Mid-Del School System. This agreement reflects what the City has been providing over the past few years, that there will be four resource officers assigned to the Mid-Del School System, two for Midwest City High School and two for Carl Albert High School. The agreement specifies the duties of the School Resource Officers. The assignment is from August of 2024 – May of 2025. The City and the Mid-Del School System have agreed that Mid-Del will pay the City the total sum of \$369,965.00 for the four School Resource Officers for the ten (10) months.

Approval is at the discretion of the City Council

Greg Wipfli

Greg Wipfli, Chief of Police-Interim

School Resource Officer
Mutual Cooperation Agreement

This mutual cooperation agreement made and entered into this 1st day of July, 2024, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "City", and the Mid-Del School District of Oklahoma County, Oklahoma, hereinafter referred to as "District", WITNESSETH.

PURPOSE:

The purpose of establishing the terms under this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer in said schools.

ADMINISTRATION:

This agreement shall be administered by the City Manager, Chief of Police of the City and the District Superintendent. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of the disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

CONSIDERATION:

The District agrees to pay the City (\$369,965.00) for the use of four (4) School Resource Officers for the period of (10) months, August to May, of the contract. The District will pay the City \$36,996.50 (Thirty Six Thousand Nine Hundred Ninety Six Dollars and fifty cents) a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate collective bargaining agreement terms.

TERM OF AGREEMENT:

This agreement shall be in effect as the date the agreement is signed by the initiating parties and shall renew automatically unless otherwise modified. All parties signatory to this agreement may terminate participation upon thirty (30) days notice to all other signed parties to the agreement. The intent of both parties is to support and grow the program for the future.

AGENCY REPRESENTATIVES:

The parties will develop and implement procedures for ongoing evaluations/ meetings and will, at least annually review and if necessary, recommend any changes, MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

QUALIFICATIONS:

The Officers shall be a duly certified police officers of the City and shall perform those tasks and duties delineated in the job description as approved by the administrators, City agrees and guarantees that the police officers will be, at all times, a certified Peace Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the City of Midwest City, Oklahoma and as may be required by law, City warrants to District that the police officers are fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to any weapons or equipment designed to or capable of causing harm to persons or property,

Assignment of School Resource Officer:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school locations:

Two SRO's at Midwest City High School, 213 Elm Drive

Two SRO's at Carl Albert High School, 2009 S. Post Road

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

Duties of School Resource Officer:

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the Principal's office for assignments consistent with this Agreement
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.

- C. To act as the designee of the campus Administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and -organizations associated with the campus and as a speaker on a variety of requested topics. Any activities outside normal business hours that a SRO is requested to attend will be financially compensated by the District.
- H. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the Principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the Principal request SRO involvement.
- I. If the Principal believes that in a given situation or incident there is a law violation, the Principal may request SRO involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the campus SRO.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the Principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO is first and foremost a Law Enforcement Officer. This fact must be constantly reinforced.
- N. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law—Adult and juvenile;

Alcohol and the law—Adult and juvenile;
Sexual assault prevention;
Safety programs—Adult and juvenile;

Bullying—In person and through cyberspace;

Assistance in other crime prevention programs as assigned.

- O. The SRO will wear approved Department uniform.
- P. The SRO will wear their Department authorized duty weapons in accordance with Department policy,
- Q. The School Resource Officer shall attend professional development training as required by the City, District and SRO training. This training will be scheduled outside the School Resource Officer's normal operating hours

Hours of Work:

- A. Unless otherwise directed by the Principal, City shall assign an SRO to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, each Principal shall be responsible for determining a consistent eight hour schedule per day for the SRO assigned to that Principal's campus, The SRO may attend outside activities associated with the school and shall coordinate these events with their immediate supervisor. The City may compensate the SRO for these events only if approved by an immediate supervisor, however, it will be the responsibility of the district to compensate the SRO (on a contractual basis) any event the district deems appropriate to have a SRO present.

Access to Education Records:

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

Employment of School Resource Officers:

- A. The SRO shall be an employee of the Police Department and shall be subject to the administration, supervision and control of the Police Department.

- B. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of the Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO position to the Chief of Police who shall assign such officers. If a Principal is dissatisfied with an SRO who has been assigned, that principal may request through the Security and Safety Coordinator of the district a new officer, The Security and Safety Coordinator of the district will forward the request to the Chief of Police for assignment of a different officer as the SRO for that school.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees,

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon thirty (30) days notice.

WITNESS OUR HANDS this day and year first above written.

By "City":

Tim Lyon, City Manager

Date

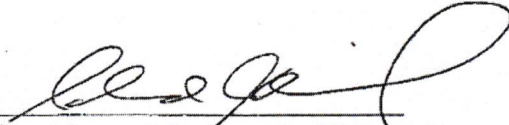
Attest:

Sara Hancock-City Clerk

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

Donald Maisch, City Attorney

By "District":

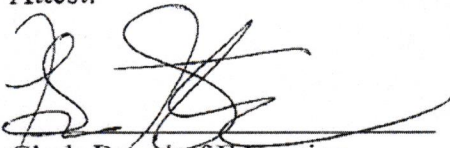


President of the Board of Education

5/13/24

Date

Attest:



Clerk-Board of Education

5/13/24

Date



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Emergency Operations Fund, expenditures/Transfers Out (21) \$3,329. Grants Fund, revenue/Transfers In (21) \$3,329.

The supplements are needed to budget transfer from Emergency Operations Fund to Grants Fund to reimburse Grants Fund for expenses paid related to ARPA Generator Grant which will not be reimbursed by grant.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
July 23, 2024

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Transfers Out			3,329	
		<u>0</u>	<u>0</u>	<u>3,329</u>	<u>0</u>

Explanation:
To budget transfer out to Grants Fund to reimburse for expenses paid related to ARPA Generator Grant. Expenses will not be reimbursed with grant funds. Funding to come from fund balance.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Transfers In	3,329			
		<u>3,329</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To budget transfer in from Emergency Operations Fund to reimburse expenses paid for generator which will not be reimbursed with grant money.



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Police Impound Fees Fund, revenue/Investment Interest (00) \$420; expenditures/Police (62) \$420. Decrease: Police Lab Fee Fund, revenue/Investment Interest (00) \$420; expenditures/Police (62) \$420.

The supplement and decrease are needed to eliminate budget in Police Lab Fee Fund and increase budget in Police Impound Fees Fund due to closing of Police Lab Fee Fund in prior fiscal year.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
July 23, 2024

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<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>
0 62	Investement Interest Police	420			420
		<u>420</u>	<u>0</u>	<u>420</u>	<u>0</u>

Explanation:
To transfer original fiscal year 2024-2025 budget from Police Lab Fee Fund which is now closed.

DECREASE

Fund POLICE LAB FEE (037)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
<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>
0 62	Investement Interest Police		420		420
		<u>0</u>	<u>420</u>	<u>0</u>	<u>420</u>

Explanation:
To eliminate original fiscal year 2024-2025 budget in fund. Fund is now closed.



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

To: Honorable Mayor and Council

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

Date: July 23rd, 2024

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055240520 from the State Department of Environmental Quality for the subdivision Eagle Landing Addition, Midwest City, Oklahoma.

Enclosed is Permit No. SL000055240520 for the construction of 696 linear feet of eight (8) inch PVC sanitary sewer line to serve the subdivision Eagle Landing Addition, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

July 05, 2024

Mr. Vaughn Sullivan, Acting City Manager
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. SL000055240520
Eagle Landing
Facility No.

Dear Mr. Sullivan:

Enclosed is Permit No. SL000055240520 for the construction of 696 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Eagle Landing, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 05, 2024. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,



D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

AD/RC/md

Enclosure

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

PERMIT No. SL000055240520

SEWER LINES

FACILITY No.

PERMIT TO CONSTRUCT

July 05, 2024

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 696 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Eagle Landing, located in SE 1/4 of Section 6, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 05, 2024.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000055240520

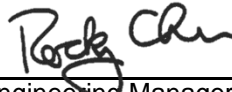
SEWER LINES

FACILITY No.

PERMIT TO CONSTRUCT

- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

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



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

AD



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

To: Honorable Mayor and Council

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

Date: July 23rd, 2024

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055240519 from the State Department of Environmental Quality for the subdivision Eagle Landing Addition, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055240519 for the construction of 737 linear feet of six (6) inch PVC potable water line to serve the subdivision Eagle Landing Addition, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

July 05, 2024

Mr. Vaughn Sullivan, Acting City Manager
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. WL000055240519
Eagle Landing
Facility No. 1020806

Dear Mr. Sullivan:

Enclosed is Permit No. WL000055240519 for the construction of 737 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Eagle Landing, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 05, 2024. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,



D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

AD/RC/md

Enclosure

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

PERMIT No. WL000055240519

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

July 05, 2024

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 737 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Eagle Landing, located in SE 1/4 of Section 6, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 05, 2024.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 2,100 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000055240519

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

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

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



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

AD



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 23, 2023

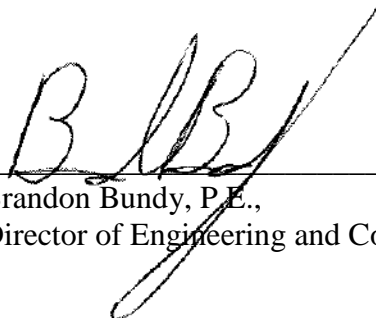
SUBJECT : Discussion, consideration, and possible action of entering into a contract with Association of Central Oklahoma Governments for the FY 2023-2024 Unified Planning Work Program (UPWP).

This contract will allow Association of Central Oklahoma Governments (ACOG) and the City of Midwest City to continue to work together on items such as traffic planning, traffic counts, and other miscellaneous activities that strengthen the metropolitan area as a whole.

The Contract allows for up to \$8,500 towards annual traffic counts (QTY 48), of which \$6,800 is reimbursable by federal funds.

The Contract to be signed is for FY 2023-2024 which ran from July 1, 2023 to June 30, 2024. Unfortunately, there were communication issues which prevented the Council from being able to act on this contract in a timely fashion. However, the contract still needs to be acted upon because it involves reimbursement related to our annual traffic count program.

Another UPWP contract is expected in the next few months which will cover from July 1, 2024 to June 30, 2025.



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

Attachment

CONTRACT
Between
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
and the
CITY OF MIDWEST CITY

1. PARTIES AND PURPOSE

This CONTRACT made and entered into for Fiscal Year (FY) 2024, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Midwest City (MWC) reaffirms the Metropolitan Transportation Planning process of the ACOG Metropolitan Planning Organization (MPO). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and MWC respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide MWC funding of the Metropolitan Transportation Planning activities within the ACOG MPO transportation management area (TMA) as identified in the FY 2024 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing, and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

2. EFFECTIVE DATE

The provisions of this CONTRACT shall become effective on the first day of July 2023, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section 5 have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2024 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section 15 (Travel) of this CONTRACT. This CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section 16 (Amendments or Modification of Contract) of this CONTRACT.

3. ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the ACOG MPO Planning Process shall be vested in an ACOG MPO Policy Committee (ACOG MPO PC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed July 7, 2020 with administrative changes December 30, 2021. The ACOG MPO PC will send transportation plans, policies, and implementation programs for review and endorsement.

4. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2024 UPWP. The UPWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the ACOG MPO TMA. Approval of the UPWP by the PARTICIPANTS, the ACOG MPO PC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section 5 herein.

5. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the ACOG MPO as set forth in this CONTRACT shall not exceed **\$8,500** of which **\$6,800** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) Part 200 Subpart E.

The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by MWC.

	Number of Counts	Cost Per Count	Federal Share	Total Amount
Auto	40	\$187.50	\$6,000	\$7,500
Bike/Ped	8	\$125	\$800	\$1,000
Total	48		\$6,800	\$8,500

CFDA Number: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

6. AUDIT

As part of this CONTRACT, MWC agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section 7.

7. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or MWC's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of MWC who jointly shall make the final determination.

8. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from MWC showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG along with a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10 or more traffic count locations have been collected, except for work completed during the month of June as noted below. The billings shall include a list of the traffic count locations, billable at the agreed upon rate of \$150/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2024, shall be submitted on or before **July 15, 2024**.

MWC shall invoice ACOG with all necessary supporting documentation, to:

ACOG
Attn: Jennifer Sebesta, Transportation Planning Services
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105
Email: jsebesta@acogok.org

9. PROGRESS REPORTS

MWC shall provide ACOG progress reports regarding the date and location of the traffic counts, as well as hourly and 24-hour total counts, and date and location of bicycle and pedestrian counts. Such reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before **July 15, 2024**.

10. INSPECTION OF WORK

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

11. RECORDS

MWC shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

12. OWNERSHIP OF DATA

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

13. INFORMATION AND REPORTS

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by MWC and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. MWC is a public entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

14. PUBLICATION PROVISIONS

MWC shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA, such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

15. TRAVEL

There are no travel or training expenses eligible for reimbursement under this CONTRACT.

16. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

17. TERMINATION OF CONTRACT

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, MWC shall deliver at cost to ACOG all items mentioned in Sections 10 and 11 of this CONTRACT within thirty (30) calendar days following the effective termination date.

18. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of MWC as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgements involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

19. USE OF CONSULTANTS

Under the terms of this CONTRACT, MWC may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by MWC and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that MWC insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction MWC may make. All contracts and discussions between ACOG and consultants retained by MWC must be initiated through MWC.

20. RESPONSIBILITY FOR CLAIMS AND LIABILITY

MWC and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by MWC and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. MWC and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

21. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MWC and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean MWC and/or its consultants.

- A. Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
 - 1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraph (A) through (F) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

22. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

MWC and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

23. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

MWC agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan, or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

24. COVENANTS AGAINST CONTINGENT FEES

MWC warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

25. PRIOR UNDERSTANDING

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

26. GOVERNING LAWS AND REGULATIONS

MWC and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, MWC shall furnish ACOG with satisfactory proof of its compliance therewith.

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies, and procedures of the Oklahoma Transportation Commission.

27. HEADINGS

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

28. BINDING EFFECT

This CONTRACT shall be binding upon and inure to the benefit of ACOG and MWC and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

29. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

- A. if intended for ACOG, by electronic transmission to bgarner@acogok.org, or by mail, addressed to ACOG at:

Association of Central Oklahoma Governments
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

- B. if intended for MIDWEST CITY, by electronic transmission to BBundy@MidwestCityOK.org, or by mail addressed to MIDWEST CITY at:

The City of Midwest City
Attention: Brandon Bundy, City Engineer-Community Development
100 N Midwest Boulevard
Midwest City, OK 73110

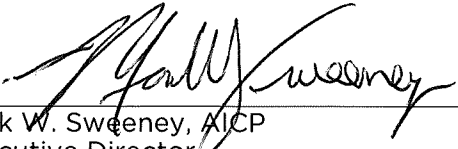
30. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs, and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF MWC HAVE EXECUTED THIS CONTRACT.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS



Mark W. Sweeney, AICP
Executive Director

07/02/2024

Date

Approved as to form and legality this 2nd day of July, 2024.



Pete White, General Counsel

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

Mayor

Date

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

Legal Counsel, City of Midwest City

EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

The undersigned hereby certifies to the best of his or her knowledge and belief:

1. That he or she is the fully authorized agent of the Prospective Participant in this project which involves, federal funding and has full knowledge and authority to make this certification.
2. That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and
 - c. Has a proposed debarment pending; and
 - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none, so state by entering the word "none": _____

Date

City Clerk, City of Midwest City

EXHIBIT B (page 1 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT B (page 2 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT C (page 1 of 2)

NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, MWC, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. MWC and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
2. That any subcontract entered into by MWC for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
3. MWC shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for MWC to:
 - a. Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age, or handicap
 - b. Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age, or handicap
 - c. Discriminate against an individual because of race, color, religion, sex, national origin, age, or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining
 - d. Publish or cause to be printed or published any notice or advertisement relating to employment by MWC indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age, or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment
 - e. Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991
 - f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice
 - g. Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives

EXHIBIT C (page 2 of 2)

NONDISCRIMINATION OF EMPLOYEES

- h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991
 - i. Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991
- 4. MWC further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age, or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to MWC in the performance of this Contract.
- 5. **Sanctions for Noncompliance** - In the event MWC violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
 - a. Withhold payments to MWC until MWC furnishes satisfactory evidence of compliance and correction of all violations
 - b. Cancel, terminate, or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
 - c. Report all violations, which are not corrected by MWC within such time as is specified by ACOG in its notice of violation, to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- 6. Immediately upon notification of Contract award, MWC shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- 7. MWC hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties, and responsibilities of said Commission.
- 8. MWC further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

EXHIBIT D (page 1 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES POLICY STATEMENT

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

EXHIBIT D (page 2 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
 - a. Including qualified small and minority business on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
 - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
3. Grantees are encouraged to procure goods and services from labor surplus areas.
4. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

EXHIBIT E

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

City Clerk, City of Midwest City

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: July 23, 2024

Subject: Discussion, consideration, and possible action renewing without modification the Fire Equipment Agreement with the Board of County Commissioners of Oklahoma County FY 24-25. (Fire - B. Norton)

Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support. County in return has given Midwest City a cache of VHF radios to communicate within a mutual aid capacity; UV lighting for combating COVID, a washing machine extractor for decontamination, Emergency Shelter, and other items (see attached list in agreement).

Staff recommends approval.



Bert Norton
Fire Chief



Oklahoma County Emergency Management

320 Robert S. Kerr, Suite 101 • Oklahoma City, Oklahoma 73102-3441
(405) 713-1360

June 21, 2024

RE: Annual Fire Equipment Agreement

Please find the attached **ORIGINAL** Annual Fire Equipment Agreement document between your jurisdiction and the Oklahoma County Board of County Commissioners for Fiscal Year 2024-2025. After obtaining applicable signatures, including a Town/City Clerk or Department Board Secretary, **please return the ORIGINAL** document to:

Oklahoma County Office of Emergency Management
ATTN: David K. Barnes, Director
320 Robert S. Kerr, Suite 101
Oklahoma City, Oklahoma 73102

Following approval by the Board of County Commissioners, I will return a fully executed copy of the Annual Agreement to you. If you have any questions or need additional information, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "DKB", with a long horizontal flourish extending to the right.

David K. Barnes, Director
Oklahoma County Office of Emergency Management
(405) 713-1369 office
(405) 766-9816 cell
E-mail: dbarnes@oklahomacounty.org

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF MIDWEST CITY

July 1, 2024, through June 30, 2025

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and **THE CITY OF MIDWEST CITY, a municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the County may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Midwest City are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Midwest City in return for the City of Midwest City's Fire Department furnishing fire protection and rescue services for persons and property located within the unincorporated areas of Oklahoma County.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

- 1. Term.** This Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice

of such termination. On the termination of this Agreement, either by termination of the fiscal year for which the agreement is written, or written 30-day notification, the City of Midwest City shall return the Equipment to the County.

2. Equipment. The Board shall provide the City of Midwest City with the following firefighting equipment (hereinafter called the "Equipment"):

County ID	Property Description	Serial
SP 503-00011	Hanging UVC 2 Sterilization Light	2UVC15A-01201
SP 503-00012	Hanging UVC 2 Sterilization Light	2UVC15A-01202
SP 503-00013	Hanging UVC 2 Sterilization Light	2UVC15A-01203
SP 503-00014	Hanging UVC 2 Sterilization Light	2UVC15A-01204
SP 503-00015	Hanging UVC 2 Sterilization Light	2UVC15A-01205
SP 503-00016	Hanging UVC 2 Sterilization Light	2UVC15A-01206
SP 503-00031	Tripod UVC 2 Sterilization Light	2UVC15A-01221
SP 503-00032	Tripod UVC 2 Sterilization Light	2UVC15A-01222
SP 503-00033	Tripod UVC 2 Sterilization Light	2UVC15A-01223
SP 503-00034	Tripod UVC 2 Sterilization Light	2UVC15A-01224
SP 503-00035	Tripod UVC 2 Sterilization Light	2UVC15A-01225
SP 503-00036	Tripod UVC 2 Sterilization Light	2UVC15A-01226
SP 602-00620	Link Communications TCB-1	T1-12101478
SP 602-01054	Andrew/CommScope DB-224A Antenna	15US460664405
SP 608-00010	Washer Dexter 40 lb. T-600	W1.20351.012
SP 640-00001	Water Heater	None
SP 646-00025	Emergency Shelter	None
SP 646-00026	Tent Shelter	None
SP 646-00027	Tent Shelter	None
SP 646-00029	SCBA Buddy Breather	None
SP 646-00030	SCBA Buddy Breather	None
SP 646-00034	Pro Pak Foam Unit	1ZX765000341702924
SP 646-00035	Pro Pak Foam Unit	1ZX765000341664547
SP 646-00036	Pro Pak Foam Unit	1ZX765000341164131
SP 646-00037	Pro Pak Foam Unit	1ZX765000341973365
SP 646-00038	Pro Pak Foam Unit	1ZX765000341434554
None	Chemical Detector with Radiation Opt.	1319
None	Portable Generator Gasoline Power	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	Portable Shower	None
None	Kenwood TK-7360H-V	B3202867
None	Kenwood TK-7360H-V	B3202876
None	Kenwood TK-7360H-V	B3202877
None	Kenwood TK-7360H-V	B3202878
None	Kenwood TK-7360H-V	B3202879
None	Kenwood TK-7360H-V	B3202880
None	Kenwood TK-7360H-V	B3202881

None	Kenwood TK7180-K	B4800064
None	Kenwood TK7180-K	B4800065
None	Kenwood TK7180-K	B4800066
None	Kenwood TK7180-K	B4800067
None	Kenwood TK7180-K	B4800068
None	Kenwood TK7180-K	B4800069
None	Kenwood TK7180-K	B4800070
None	Kenwood TK7180-K	B4800071
None	Kenwood TK7180-K	B4800072
None	Kenwood TK-2180 HH MIII TFS	B4300171
None	Kenwood TK-2180 HH MIII TFS	B4300172
None	Kenwood TK-2180 HH MIII TFS	B4300173
None	Kenwood TK-2180 HH MIII TFS	B4300174
None	Kenwood TK-2180 HH MIII TFS	B4300175
None	Kenwood TK-2180 HH MIII TFS	B4300176
None	Kenwood TK-2180 HH MIII TFS	B4300177
None	Kenwood TK-2180 HH MIII TFS	B4300178
None	Kenwood TK-2180 HH MIII TFS	B4300179
None	Kenwood TK-2180 HH MIII TFS	B4300180
None	Kenwood TK-2180 HH MIII TFS	B4300181
None	Kenwood TK-2180 HH MIII TFS	B4300182
None	Kenwood TK-2180 HH MIII TFS	B4300183
None	Kenwood TK-2180 HH MIII TFS	B4300184
None	Kenwood TK-2180 HH MIII TFS	B4300185
None	Kenwood TK-2180 HH MIII TFS	B4300186

3. Purpose. The City of Midwest City shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the City of Midwest City, or, when provided by law or pursuant to an agreement under 63 O.S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

4. Maintenance and Repair. The City of Midwest City will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County

Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

5. Indemnification. The City of Midwest City assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The City of Midwest City further agrees, as allowed by Oklahoma law, to indemnify and hold the Board and Oklahoma County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The City of Midwest City agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director
320 Robert S. Kerr Avenue, Suite 101
Oklahoma City, Oklahoma 73102

6. Workers' Compensation Liability. The City of Midwest City shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

7. Use of Equipment. The City of Midwest City shall have the sole responsibility of ensuring that all drivers or operators of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.

8. Notice of Accidents. Any Oklahoma County-owned Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.

9. Injuries. The City of Midwest City shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.

10. Destruction of Equipment. Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Midwest City may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be

submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Midwest City.

11. Breach of Agreement. Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

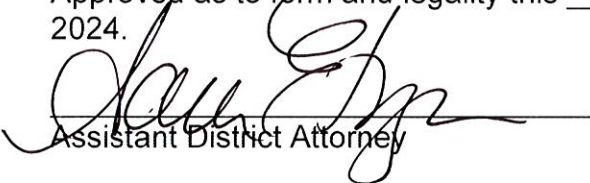
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2024.

APPROVED:



Director, Oklahoma County Emergency Management

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



Assistant District Attorney

THE CITY OF MIDWEST CITY

APPROVED AND AGREED TO by the City of Midwest City this _____ day of _____, 2024.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, City Clerk

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

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2024.

By: _____
Carrie Blumert, Member

By: _____
Brian Maughan, Member

By: _____
Myles Davidson, Member

ATTEST:

Maressa Treat, County Clerk



Public Works Administration

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

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 23, 2024

Subject: Discussion, consideration, and possible action of extending contracts without modifications with UniFirst Holdings, Inc., for uniforms and supplies and with Midstate Traffic Control, Inc., for traffic signal maintenance for FY 2024/2025.

Public Works has several contracts that renew annually and are rebid on a regular basis to ensure that the City is receiving the best price for these materials, supplies, and services. Two such contracts are for uniforms and supplies and traffic signal maintenance. Both service providers have been notified that these contracts will be rebid in the first quarter of FY 2024/2025 and have agreed to short-term contract extensions.

UniFirst Holdings, Inc., has agreed to renew the uniform and supplies contract and Midstate Traffic Control, Inc., has agreed to renew the traffic signal maintenance contract without modification for one hundred and twenty (120) days.

Funds were budgeted and available in all department accounts.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment



MIDWEST CITY

Where the Spirit Flies High

www.midwestcityok.org

Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

June 24, 2024

Brian Hagler, General Manager
UniFirst Holdings, Inc.
2130 E California Ave
Oklahoma City, OK 73117

Re: Uniforms and Supplies Contract Renewal

Dear Mr. Hagler,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party or to re-bid. It is our intent to issue a Request for Bids in July 2024, and we would like to propose a 120-day contract extension without modification to provide the time needed to accept bids and award a new contract.

In the area provided below, please indicate whether you agree to the 120-day contract extension. Depending upon the answer, we will follow with the appropriate documentation.

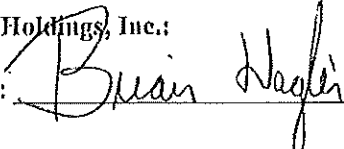
Respectfully,


R. Paul Streets
Public Works Director

Yes, we agree to a 120-day contract extension without modification.

No, we are not able to continue the present contract without modification.

UniFirst Holdings, Inc.:

Signature:  Title: GM Date: 6-26-24

Midwest City Municipal Authority:

Signature: _____ Title: _____ Date: _____

**AMENDMENT TO AGREEMENT
FOR UNIFORMS AND SUPPLIES
BETWEEN UNIFIRST HOLDINGS, INC.
AND
THE MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to the Agreement between UniFirst Holdings, Inc. and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for One Hundred Twenty (120) days, commencing on July 1, 2024, and ending on October 31, 2024.

UniFirst Holdings, Inc:



Brian Hagler
General Manager

Date: 6-26-24

For Midwest City Municipal Authority:

Matt Dukes, II
Chair

Date: _____

Sara Hancock, Secretary

Approved as to form and legality:

Donald D. Maisch, City Attorney



Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

June 24, 2024

Len Scantling, Executive Vice President
Midstate Traffic Control, Inc.
12501 N Santa Fe Ave
Oklahoma City, OK 73114

Re: Traffic Signal Maintenance Contract Renewal

Dear Mr. Scantling,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party or to re-bid. It is our intent to issue a Request for Bids in July 2024, and we would like to propose a 120-day contract extension without modification to provide the time needed to accept bids and award a new contract.

In the area provided below, please indicate whether you agree to the 120-day contract extension. Depending upon the answer, we will follow with the appropriate documentation.

Respectfully,

R. Paul Streets
Public Works Director

 X

Yes, we agree to a 120-day contract extension without modification.

No, we are not able to continue the present contract without modification.

Midstate Traffic Control, Inc.:

Signature: _____

Title: Exec. V.P.

Date: 7-1-24

Midwest City Municipal Authority:

Signature: _____

Title: _____

Date: _____

**SECOND AMENDMENT TO AGREEMENT
FOR TRAFFIC SIGNAL MAINTENANCE
BETWEEN MIDSTATE TRAFFIC CONTROL, INC.
AND
THE MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to the Agreement between Midstate Traffic Control, Inc. and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for One Hundred Twenty (120) days, commencing on July 1, 2024, and ending on October 31, 2024.

Midstate Traffic Control, Inc:



Len Scantling
Executive Vice President

Date: 7-1-24

For Midwest City Municipal Authority:

Matt Dukes, II
Chair

Date: _____

Sara Hancock, Secretary

Approved as to form and legality:

Donald D. Maisch, City Attorney



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: July 23, 2024

RE: Discussion, consideration, and possible action regarding approving an MOU extending the collective bargaining agreement between the City of Midwest City and the FOP Lodge #127 while negotiations are ongoing.

Attached is a copy of an MOU signed by the chief negotiators of the City of Midwest City and the FOP Lodge #127. This MOU is also signed buy the Lodge #127 President. The purpose of this MOU is to extend the 2023-24 CBA into the current fiscal year while contract negotiations are ongoing. One update to the contract is that the City and the FOP have agreed to adopt the health care premiums previously approved by Council.

Approving this MOU ensures continuity in the Police Department.


Staff recommends approval.

Troy Bradley, Human Resources Director

MEMORANDUM OF UNDERSTANDING

This is an agreement between the Midwest City FOP Lodge #127 and the City of Midwest City to extend all current provisions of the FYE 24 Collective Bargaining Agreement through June 30, 2025 with the exception of Article 27 as may involve any premium rate changes and appropriate, related updates to those yearly amounts and dates found in Article 27 Section 2 and Section 7.

Other than the exception noted above to Article 27, the FYE 24 Collective Bargaining Agreement terms shall continue in place through June 30, 2025 unless prior to that date, the agreement is legally modified by a successor agreement through collective bargaining and/or arbitration as set forth within the Oklahoma Statutes of the FPAA, Title 11, 51-101 et seq. This MOU shall not in any manner preclude a two year agreement between the parties.



Lodge President 6-25-24 _____
Date Mayor – Midwest City

Approved as to Form this the _____ day of _____, 2024

City Attorney

City Clerk

TENTATIVE AGREEMENT



City Negotiations Chair

6-24-24
Date



FOP Negotiations Chair



City Manager, Tim Lyon
100 N. Midwest Boulevard
Midwest City, OK 73110
TLyon@midwestcityok.org
Office: 405.739.1202
www.midwestcityok.org

MEMORANDUM

To: Mayor and Member of the City Council

From: Tim Lyon, City Manager

Date: July 23, 2024

RE: Discussion, consideration, and possible action of approving a resolution nominating Matthew D. Dukes, II, Mayor, City of Midwest City to the Oklahoma Municipal League Board of Directors. (T. Lyon – City Manager).

The Resolution would place the name of Matthew D. Dukes, II, Mayor, City of Midwest City into nomination for the District 8 Seat on the Oklahoma Municipal League (OML) Board of Directors. If the nomination is successful, the election would give the City of Midwest City direct representation on the OML Board.

Approval is at the discretion of the City Council.

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

PASSED, APPROVED AND EFFECTIVE THIS DATE: July 23, 2024.

(Mayor’s signature)

ATTEST:

(Clerk signature)

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

(City Attorney)



Midwest City Hall
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405-739-1202
www.midwestcityok.org

TO: Honorable Mayor and City Council
FROM: Robert Coleman, Director of Economic Development
DATE: July 23, 2024
SUBJECT: Discussion, consideration and possible action to accept the end of year report from the Midwest City Urban Renewal Authority for Fiscal Year 2023 - 2024.

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

The attached report was accepted and approved by the URA at its July 18, 2024, special meeting.

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

Sincerely,

Robert Coleman
Director of Economic Development

Attachment: Report
Financial Information

2023 – 2024 ANNUAL REPORT OF THE
MIDWEST CITY URBAN RENEWAL AUTHORITY

During Fiscal Year (“FY”) 2023 – 2024, there were no (\$0) operational expenses for the Midwest City Urban Renewal Authority (“Authority”) and revenues totaled \$64,771.88.

Most of the revenue is attributable to annual rent income from Raising Cane’s Chicken Fingers, 2800 S Air Depot BL, (\$90,000) and Taco Bell, 150 Brett DR (\$50,000), which comes as the result of our agreement with STC IV that provides for an equal split of net Participation Rent between STC IV and the Authority for the leasing and management of 2.23 acres at the intersection of S Air Depot Boulevard and W Boeing Drive (a/k/a Outparcels 10 – 11, Town Center Plaza Section 1).

We also garnered \$4,640.88 from interest.

The URA ended FY 2023 – 2024 with a fund balance of \$163,362.76, an increase of \$65,053.17 from FY 2022 – 2023.

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



WADE MOORE, Chairman
Midwest City Urban Renewal Authority

201 URBAN RENEWAL AUTHORITY		DEBITS	CREDITS

ASSETS			
101.00-00	CASH / GROSS REVENUE ACCOUNT	163,362.76	
	TOTAL ASSETS		163,362.76
LIABILITIES			
	TOTAL LIABILITIES		=====
			.00
FUND EQUITY			
	FUND BALANCE		163,362.76
	TOTAL FUND EQUITY		=====
			163,362.76
	TOTAL LIABILITIES AND FUND EQUITY		163,362.76

REPORT SELECTIONS

Fiscal year : 2024
Fund : 201
All Departments
All Divisions
Suppress accounts with zero balances : Y

FUND 201 URBAN RENEWAL AUTHORITY			DEPT/DIV 9310 URBAN RENEWAL/URBAN RENEWAL						ANNUAL	UNENCUMB.	%	
BA	ELE	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****						
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	BUDGET	BALANCE	BDGT
46		ECONOMIC DEVELOPMENT										
466		URA										
	30	OTHER SERVICES AND CHARGE										
	30 44	ADMN/PROFESSIONAL SVCS	1-	.00	0	55000	.00	0	.00	55000	55000.00	0
	30 **	OTHER SERVICES AND CHARGE	1-	.00	0	55000	.00	0	.00	55000	55000.00	0
466	** **	URA	1-	.00	0	55000	.00	0	.00	55000	55000.00	0
46	** **	ECONOMIC DEVELOPMENT	1-	.00	0	55000	.00	0	.00	55000	55000.00	0
DIV	9310	TOTAL *****										
		URBAN RENEWAL	1-	.00	0	55000	.00	0	.00	55000	55000.00	0
DEPT	93	TOTAL *****										
		URBAN RENEWAL	1-	.00	0	55000	.00	0	.00	55000	55000.00	0
FUND	201	TOTAL *****										
		URBAN RENEWAL AUTHORITY	1-	.00	0	55000	.00	0	.00	55000	55000.00	0
GRAND		TOTAL *****										
			1-	.00	0	55000	.00	0	.00	55000	55000.00	0

City of Midwest City

FUND 201 URBAN RENEWAL AUTHORITY		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
03 06	SOONER TWN IV- PARTICIPAT	0	.00		56,530	60,131.00	106	56,530	3,601.00-
341	** GENERAL GOVERNMENT	0	.00		56,530	60,131.00	106	56,530	3,601.00-
340	*** CHARGES FOR SERVICES	0	.00		56,530	60,131.00		56,530	3,601.00-
360	INTEREST REVENUE								
361	INTEREST								
41 10	INVESTMENT INTEREST	44	.00		495	4,640.88	938	495	4,145.88-
361	** INTEREST	44	.00		495	4,640.88	938	495	4,145.88-
360	*** INTEREST REVENUE	44	.00		495	4,640.88		495	4,145.88-
390	TRANSERS IN								
391	OPERATING								
01 *	TRANSFERS IN	0	.00		0	.00		0	.00
391	** OPERATING	0	.00		0	.00		0	.00
390	*** TRANSERS IN	0	.00		0	.00		0	.00
FUND TOTAL URBAN RENEWAL AUTHORITY		44	.00		57,025	64,771.88		57,025	7,746.88-
GRAND TOTAL		44	.00		57,025	64,771.88		57,025	7,746.88-



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary

The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

CPU

Inventory #	Manufacturer	Serial Number
889	Getec F110 Tablet	RF439F0465
1259	Getac F110 Tablet	RF739F0921
2370	Latitude 5414 Rugged	2R1WSG2
2490	Dell XPS 15 9570	1P5MLQ2
3086	Optiplex 7080	5RWSZB3
3083	Optiplex 7080	5RXKZB3
3081	Optiplex 7080	5RWRZB3

MISCELLANEOUS

Quantity	Hardware Type	Serial Number
1	Dell Monitor	
1	Allworx Phone	93120000000ADD927404
1	iPhone 7	DX3Y4BQ3HG6W
2	Box of Timeclocks	
1	Miscellaneous cable box	
6	UPS	
1	LaserJet Pro MFP M426fdn	PHBLL410Z4
1	TV	



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: Greg Wipfli-Chief of Police-Interim
DATE: July 23, 2024
SUBJECT: Discussion, consideration, and possible action of declaring miscellaneous items as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

The items listed below, are property that is no longer usable to the Midwest City Police Department.

- * 1 -two door white Refrigerator
- *2-two door filing cabinets
- *2-three door filing cabinets with wheels
- *35 inch long desk/table

None of these items are estimated to have a value or sell for \$10,000.00 or more.

Staff recommends approval.

Greg Wipfli

Greg Wipfli, Chief of Police/Interim

Attachments: 3 Pictures







DISCUSSION ITEMS



To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: July 23, 2024

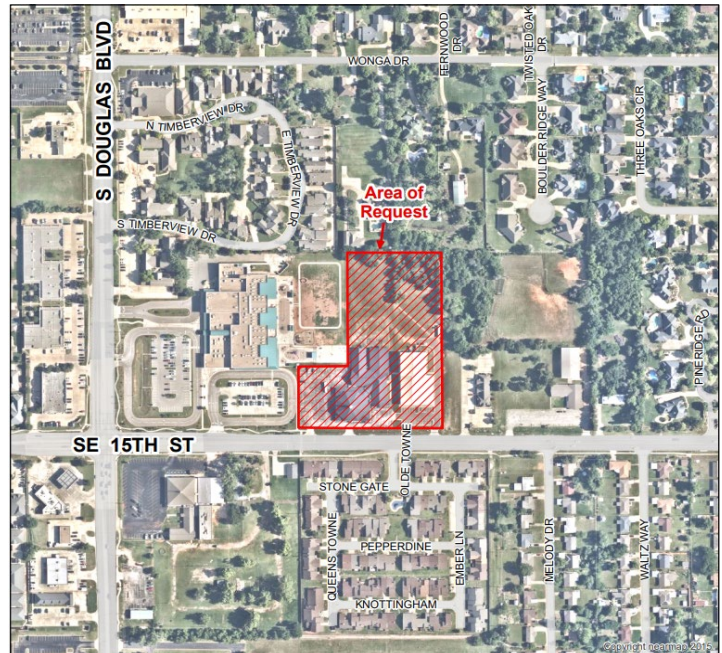
Subject: (PC-2180) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow “*Moderate Impact Institutional*” in the (R-6) Single-Family Detached Residential District for the property described as a part of the Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 9113-9125-9201 SE 15th St.

Executive Summary: The applicant, Carlos Adamson, is requesting a Special Use Permit for the subject property to allow for the uses allowable in 4.3.7. *Moderate Impact Institutional*.

The site was previously occupied by Harvest Life International Church.

The applicant is proposing to operate *Grind Prep Academy* at the location which is a preparatory school for aspiring athletes. The school will offer classes for junior high through high school with school hours being Monday through Thursday 8am to 4pm.

The current enrollment is approximately 35 students with anticipation of closer to 50 students at the start of the school year. Grind Prep Academy’s current location is in Oklahoma City.



Staff from Engineering & Construction Services, Fire Marshal’s Office, Line Maintenance, and Planning & Zoning conducted a General Walk-Through Inspection with the applicant on May 1, 2024 (reports attached). The applicant plans to only utilize 9201 SE 15th Street building (east building) and the other to remain unoccupied, but future potential use is being considered. Separate Certificates of Occupancy shall be required for each building.

Staff recommends approval of this application with the following conditions:

1. Paved parking to be installed to fulfill the requirements outlined in Section 5.3 -Parking and Loading.
2. Dumpster and dumpster enclosure to be required (due to change of use).
3. Landscaping to meet minimum zoning requirements prior to issuance of Certificate of Occupancy.
4. Special Use Permit expires with the occupancy of the Grind Prep Academy. If and when a new tenant applies for new occupancy, staff recommends they apply for their own Special Use Permit (if applicable).

If approved, the applicant shall apply for any applicable building permits and Certificate of Occupancy through the Engineering and Construction Services Department.

Both state and local public notice requirements were fulfilled, and staff received a few calls regarding clarification of the proposal. There were no oppositions voiced.

The Applicant was present at Planning Commission and addressed the Commission.

Two surrounding property owners addressed the commission with questions regarding clarification of proposed use, but no objections.

The Planning Commission unanimously recommended approval of the Special Use Permit subject to staff's comments.

Action is at the discretion of the Council.

Dates of Hearings:

Planning Commission- July 2, 2024

City Council- July 23, 2024

Council Ward: Ward 2, Pat Byrne

Proposed Use: The Grind Prep Academy

Zoning Districts:

Area of Request- Single-Family Detached Residential District ("R-6") w/ Special Use Permit ("SUP") for a church

North- Single-Family Detached Residential District ("R-6")

South- Single-Family Detached Residential District ("R-6")

East- Planned Unit Development ("PUD") governed by General Office District ("O-2")

West- Single-Family Detached Residential District "R-6") w/ Special Use Permit ("SUP") for a school

Land Use:

Area of Request- Vacant Harvest Life Church

North- Single-family residences; The Timbers; Boulder Ridge Estates

South- Olde Towne Addition

East- Kambree Square Office Park

West- Soldier Creek Elementary School

Comprehensive Plan Analysis:

The Comprehensive Plan does not offer much guidance on Special Use Permit applications. The Future Land Use map proposes Office/Retail land use for the subject property if it were to be rezoned in the future. Staff finds the Comprehensive Plan supports the reuse of the existing quasi-public structures on the project site for new quasi-public use.

Municipal Code Citation:

7.6. – Special Use Permit

- 7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.
- (A) *Consideration for compatibility.* With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.
 - (B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.
 - (C) *Use identified by individual zoning district.* If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.
- 7.6.2. *Application.* Application and public hearing procedures for a special permit shall be completed in the same manner as an application for rezoning. A site plan shall be included with the application as outlined in 7.5 Site Plan (Page 183).
- 7.6.3. *Criteria for Special Permit Approval.*
- (A) *Special use permit criteria.* The City Council shall use the following criteria to evaluate a special use permit:
 - (1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
 - (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
 - (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
 - (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
 - (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.
 - (B) *Specific conditions.* The City Council may impose specific conditions regarding:
 - (1) the duration of the permit,
 - (2) the location, design, operation, and screening to assure safety,
 - (3) to prevent a nuisance, and
 - (4) to control the noxious effects of excessive sound, light, odor, dust or similar conditions.
- 7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit.
Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.
- 7.6.5. *Expiration of Special Use Permits.* All special use permits shall expire by default:
- (A) *Non-establishment.*
 - (1) If the use is not established within twelve (12) months and no extension is approved.

- (2) When a building permit has not been issued for construction within twelve (12) months of City Council approval the applicant or owner may request a hearing for an extension of the initial special use permit approval.
 - (3) Good cause for an extension shall mean that the owner shows evidence that he has contractors or applications for continual development within the next year following the original approval.
- (B) *Discontinuance.* If the use once established has been discontinued for a period of twelve (12) months or abandoned.
- (C) *Lack of substantial compliance.* Whenever the Community Development Director finds that any proposed construction or occupancy will not, in his opinion, substantially comply with the special use permit, he shall refer the question to the City Council for its review.
- (D) *Amendment.* When the holder of a special use permit determines that an extension of time or modification of the use is necessary, he may apply for amendment in the same manner as the original application. The amendment shall be processed in the same manner as an original application.

The following use is permitted in the Single-Family Detached Residential District with a Special Use Permit:

4.3.7. *Moderate Impact Institutional.* Quasi-public and private institutional activities which may have significant impact on surrounding uses.

History:

1. A permanent Commercial Certificate of Occupancy was approved for 9125 SE 15th St. for First Assembly of God Church on January 23, 1989.
2. A permanent Commercial Certificate of Occupancy was approved for 9201 SE 15th St. for Harvest Life Church on June 12, 2006.
3. Planning Commission recommended unanimous approval at the July 2, 2024 Planning Commission meeting.

Next Steps:

- If approved, the applicant shall apply for any applicable building permits for remodel, signs, etc., and then for Certificate of Occupancy through the Engineering and Construction Services Department.

Staff Comments-

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

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, an eighteen (18) inch line running along the north side of South East 15th Street. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main that extends into the area of request along the northern part of the parcel. Any new building permit will require tying to the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is available from South East 15th Street, respectively. South East 15th Street is classified as a secondary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal's Comments:

New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, the 2018 International Fire Code (IFC), the 2018 International Building Code (IBC), and the National Fire Codes.

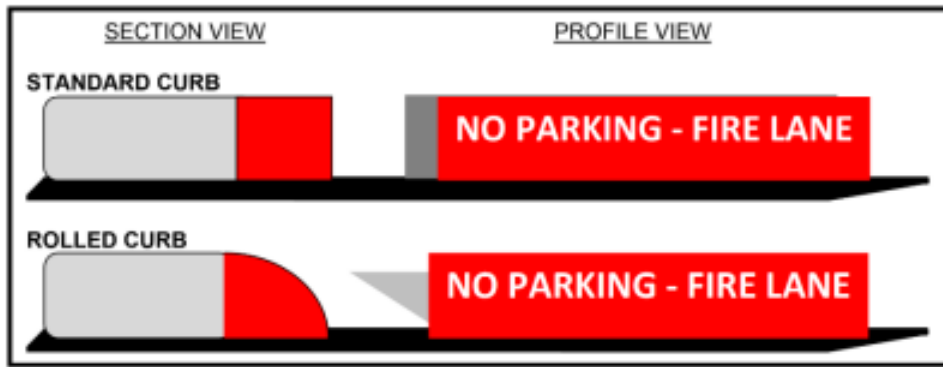
Fire extinguishers are required to be installed and current on service/maintenance in accordance with Section 906 of the International Fire Code, as well as NFPA 10.

Address shall be identified on the front side of the facility in contrasting colors and shall be legible from the public access road. IFC Section 505.

Fire / panic hardware is required on all egress doors that are not main entrance doors.

Duct detectors are required on any HVAC system that has the capability of producing 2,000 CFM. IF not already provided, duct detection is required to be tied into the fire alarm system on-site.

A fire lane is required in accordance with IFC Section 503 and the Midwest City Ordinances Section 15-15. A fire lane shall mean any thoroughfare twenty (20) feet or more in width and approved and accepted by the appropriate fire official as a fire lane. Fire lanes shall be interchangeable with the term "street" for the purpose of this Code, provided the entire width of a fire lane on the same site may be used to determine horizontal separation between two (2) or more structures. Fire lane to be a 6" continuous red stripe with "Fire Lane – No Parking" in 4" white lettering spaced every 60'-0" O.C. Face of curbs shall be painted when applicable and the fire lane shall begin at the street access / egress point of the road and wrap around into the parking lot.



Fire Alarm and Fire Suppression plans (including but not limited to hood suppression systems) shall be submitted to the Midwest City Fire Marshal’s Office for review. This requirement is in accordance with Midwest City Ordinance Chapter 15 Section 15-73; encompassing all new installations, modifications and/or relocations of more than seven (7) sprinkler heads in any structure.

Emergency preparedness plans are required to be maintained and displayed. (IFC 403.2).

“FACP” and “Fire Riser” sign shall be required at the top center of the door leading into the electrical room that contains the fire alarm control panel. The sign shall be a minimum of 6” X 12” with white letters on a red reflective background and be constructed of durable materials, permanently installed and readily visible. (IFC 2015 Section 509).



Paint striping is required on the floors in front of all electrical panels indicating “No Storage” areas. (IFC 605.3).

Knox Box 3200 series lock box keyed for Midwest City Fire Department is required to be installed adjacent to the main entrance to the facility and at the riser room exterior access door. (IFC 506).

Public Works' Comments:

Line Maintenance

Water

- If existing water meter must be relocated or new meter to be installed, water meter(s) shall be installed in "greenbelt" per Midwest City Municipal Code Section 43-54.
*Two-foot horizontal green belt buffer zone and vertical clearance of five feet.

Sewer

- All facilities that meet Sec. 43-189 (2) "Facilities generating FOG (fats, oils, grease) as a result of food manufacturing, processing, preparation or service shall install, use and maintain appropriate grease interceptors. These facilities include, but are not limited to, restaurants, food manufacturers, food processors, hospitals, hotels, motels, prisons, nursing homes, churches, day cares and any other facility preparing, serving or otherwise making any foodstuff available for consumption." shall be required to install and maintain a minimum 1000 gallon or equivalent interceptor as dictated by ordinance.
- A variance to the 1000-gallon requirement may be requested, it shall be reviewed, and a final ruling will be made by Line Maintenance.
- If approved, a City provided Sewer Use Survey will be required to be submitted by applicant to address types of wastewater produced and method(s) of wastewater disposal for any remodel permit, Change of Ownership Compliance, and/or Certificate of Occupancy applied for.

Sanitation

- Dumpster and dumpster enclosure to be required due to change of use.
- Dumpster enclosure shall meet zoning requirements outlines in Midwest City Municipal Code Section 5.7.2. Trash Dumpster(s) and Enclosure:

(A) *Dumpster Requirements*

- (1) All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City's Environmental Services Director in compliance with code.
- (2) All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall masonry walls.
- (3) Such enclosures shall have inside dimensions of no less than twelve (12) feet in width and fourteen (14) feet in length.
- (4) Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) foot wide clear space when open.
- (5) A locking device shall be installed on the gates.
- (6) Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) *Dumpster Site Location*

- (1) At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
 - a. Such location shall not occupy any designated parking space, dedicated right-of-way, easement and/or create any traffic sight hazard.
- (2) An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without backing onto a public street.

Planning Division:

Staff met with Applicant for a General Walk-Through Inspection on May 1, 2024, and a pre-application meeting May 9, 2024.

The subject property is currently zoned R-6, Single-Family Detached Residential District with a SUP, Special Use Permit to allow for a church. A Special Use Permit to allow for 4.3.7. Moderate Impact Institutional shall be required for the proposed use.

- Parking requirements:

- o Junior high schools- 1 space per 10 classroom seats.
- o High schools- 1 space per 4 classroom seats.
- o Required handicapped spaces TBD based on above requirements.
- *Shared parking will be allowed among the three parcels since under one ownership. If ever sold off, shared parking will have to be approved by the City.

- Sign permits shall be pulled by the property owner or licensed contractor. Please contact the City about allowable sign materials and placement.

- Health Department approval is required. Kitchen plans shall to be sent to the Current Planning Manager, then she will send them to the Health Department's plan reviewer.

Miscellaneous:

- Recommended to apply for Special Use Permit for all 3 parcels. - Occupancy to be issued separately for each building.
- The Applicant mentioned in the future turning the west building into dorm rooms. Proper zoning will have to be obtained first, and a meeting with City staff and/or walk-through is strongly recommended.

Staff recommends approval of this application due to its satisfaction of the criteria described in Section 7.6.3 (A) of the Zoning Regulations.

Staff's responses to the criteria are bolded below:

- (1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
The proposed use is in harmony with the policies of the Comprehensive Plan. The Future Land Use designation of the property is Office/Retail. Schools align with the Public/Semi-Public Land Use category, and that designation is generally permitted within any area.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
The proposed use is 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.
Due to the operating hours, being generally quiet in nature, and not known for noxious odors, schools are typically deemed compatible within any area. The subject property is adjacent to an office park to the east, and an elementary school to the west. Proposed use seemingly would not adversely affect 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.

Though the proposed use will add to the traffic, staff feels it would not be in conflict. A more intense use could not be conducted without a new Special Use Permit.

(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.

The structure is served by City water and sewer. Parking to be determined by enrollment numbers. Sign permits shall be pulled prior to being erected.

Staff also recommends the following conditions be approved with the Special Use Permit:

1. Paved parking to be installed to fulfill the requirements outlined in Section 5.3 -Parking and Loading.
2. Dumpster and dumpster enclosure to be required (due to change of use).
3. Landscaping to meet minimum zoning requirements prior to issuance of Certificate of Occupancy.
4. Special Use Permit expires with the occupancy of the Grind Prep Academy. If and when a new tenant applies for new occupancy, staff recommends they apply for their own Special Use Permit (if applicable).

Action is at the discretion of the Council.

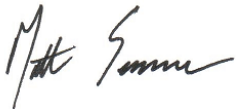
Action Required:

Approve or reject a Special Use Permit (SUP) to allow the use of “Moderate Impact Institutional” in the (R-6) Single-Family Detached Residential District for the property noted herein, subject to staff comments as found in the July 23, 2024 Council agenda packet and made part of the PC-2180 file.

Suggested Motion:

“To approve the Special Use Permit for 9113-9125-9201 SE 15th Street to allow the use of Moderate Impact Institutional in the R-6, Single-Family Detached Residential District subject to Staff Comments found in the July 23, 2024 Council agenda packet and made part of the PC-2180 file.”

Please feel free to contact the Current Planning Manager’s Office at (405) 739-1223 with any questions.

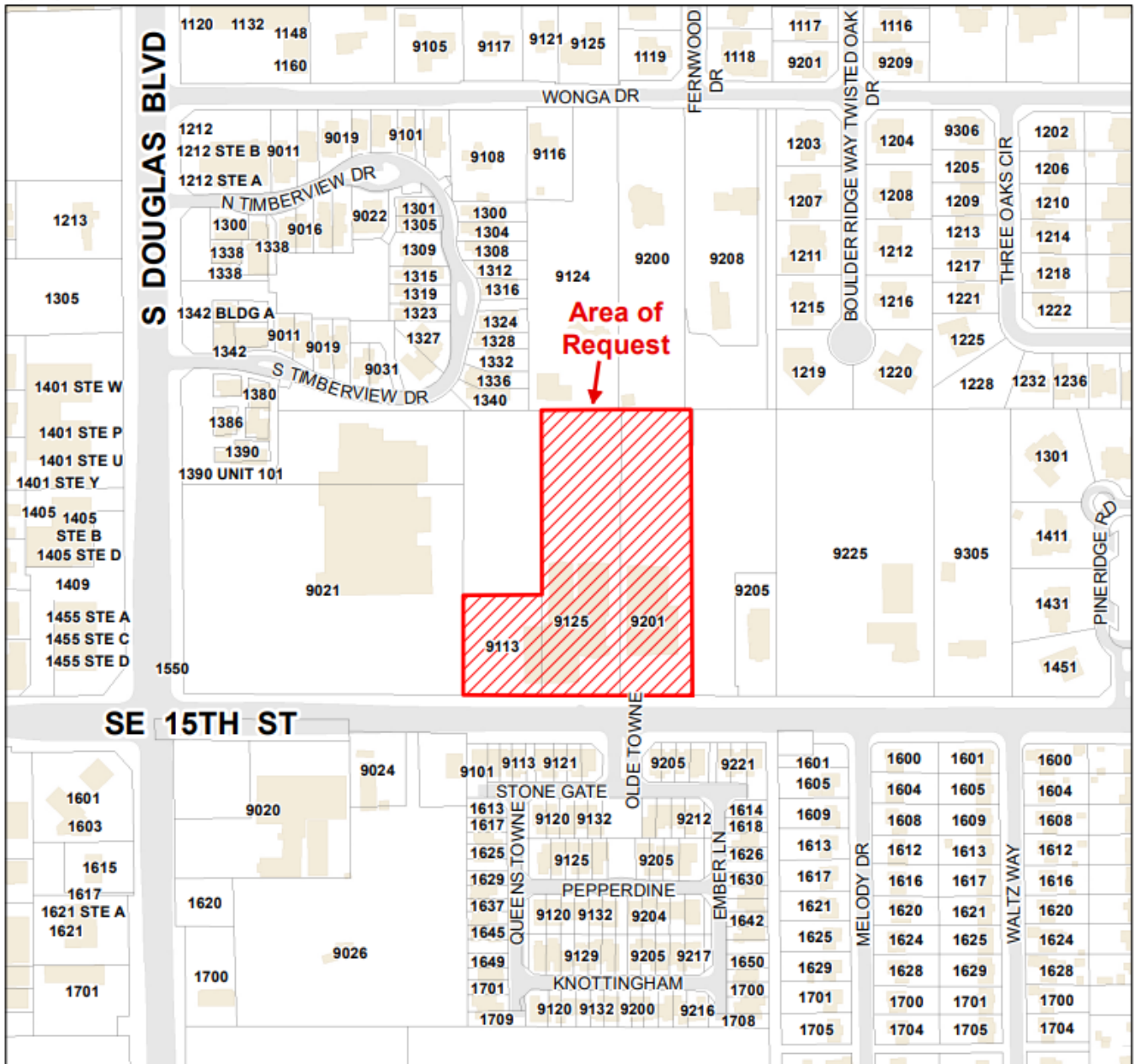


Matt Summers
Director of Planning & Zoning

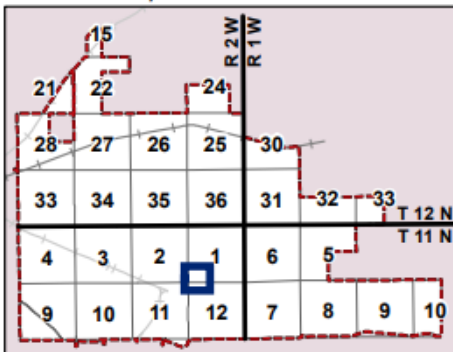
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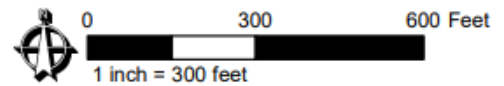
Locator Map



General Map Legend

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

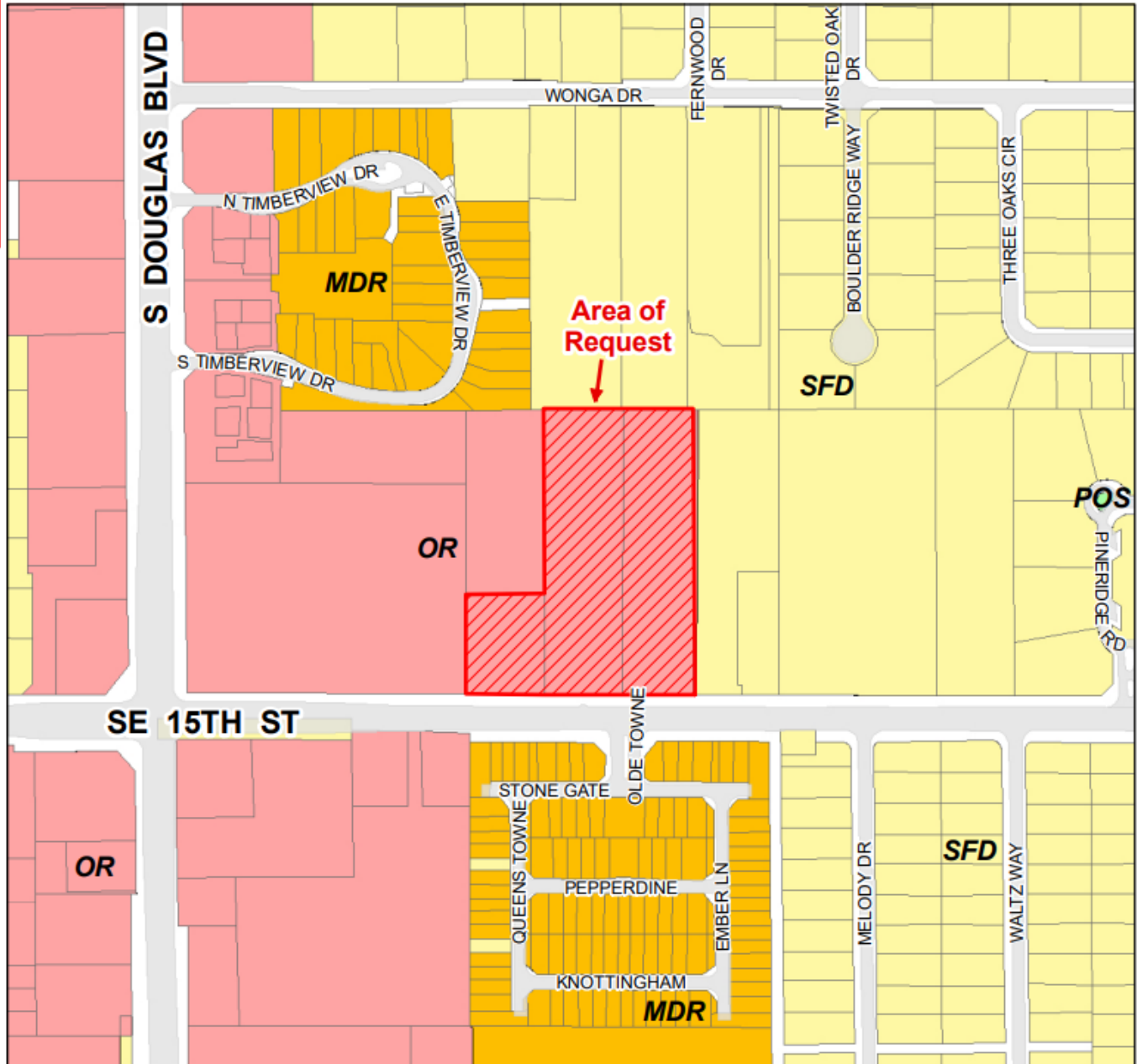
**GENERAL MAP FOR
PC-2180
(SW/4, Sec 1, T11N, R2W)**



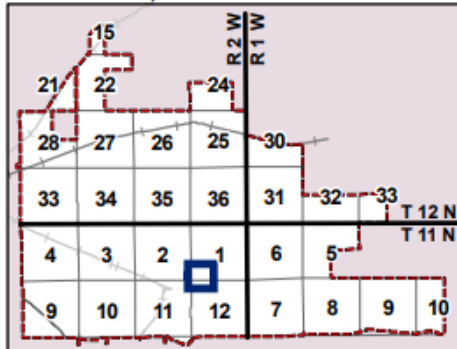
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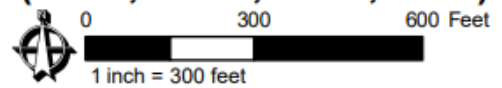
Locator Map



Future Land Use Legend

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

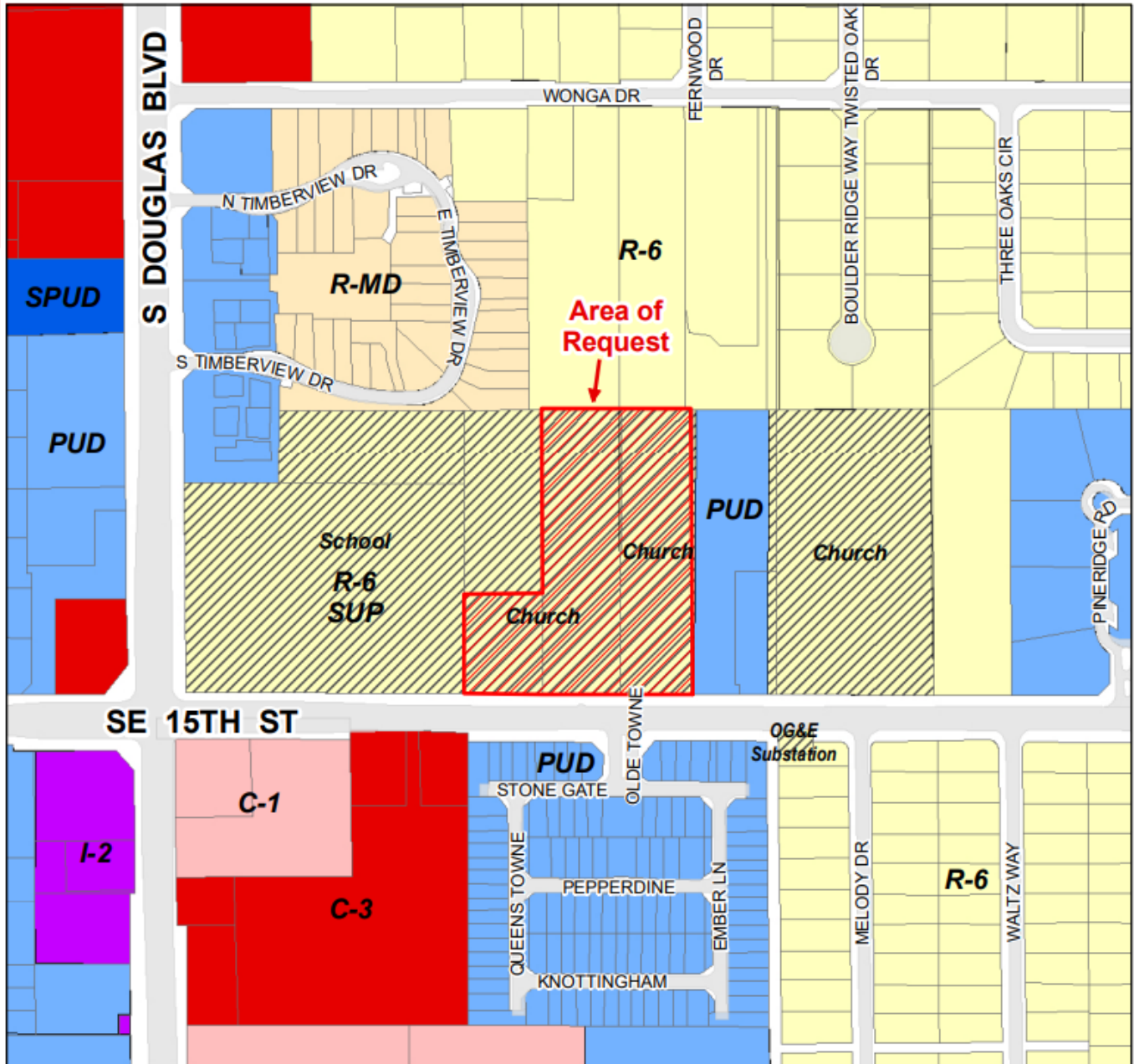
FUTURE LAND USE MAP FOR PC-2180 (SW/4, Sec 1, T11N, R2W)



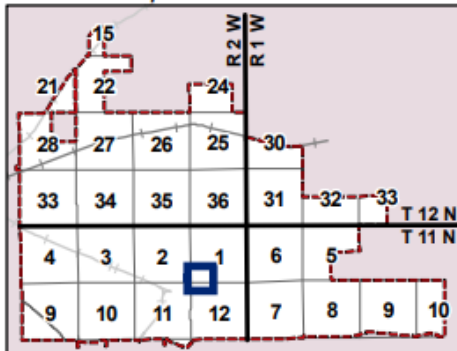
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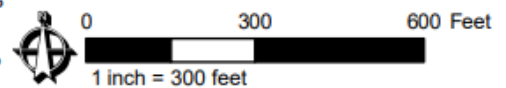
Locator Map



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

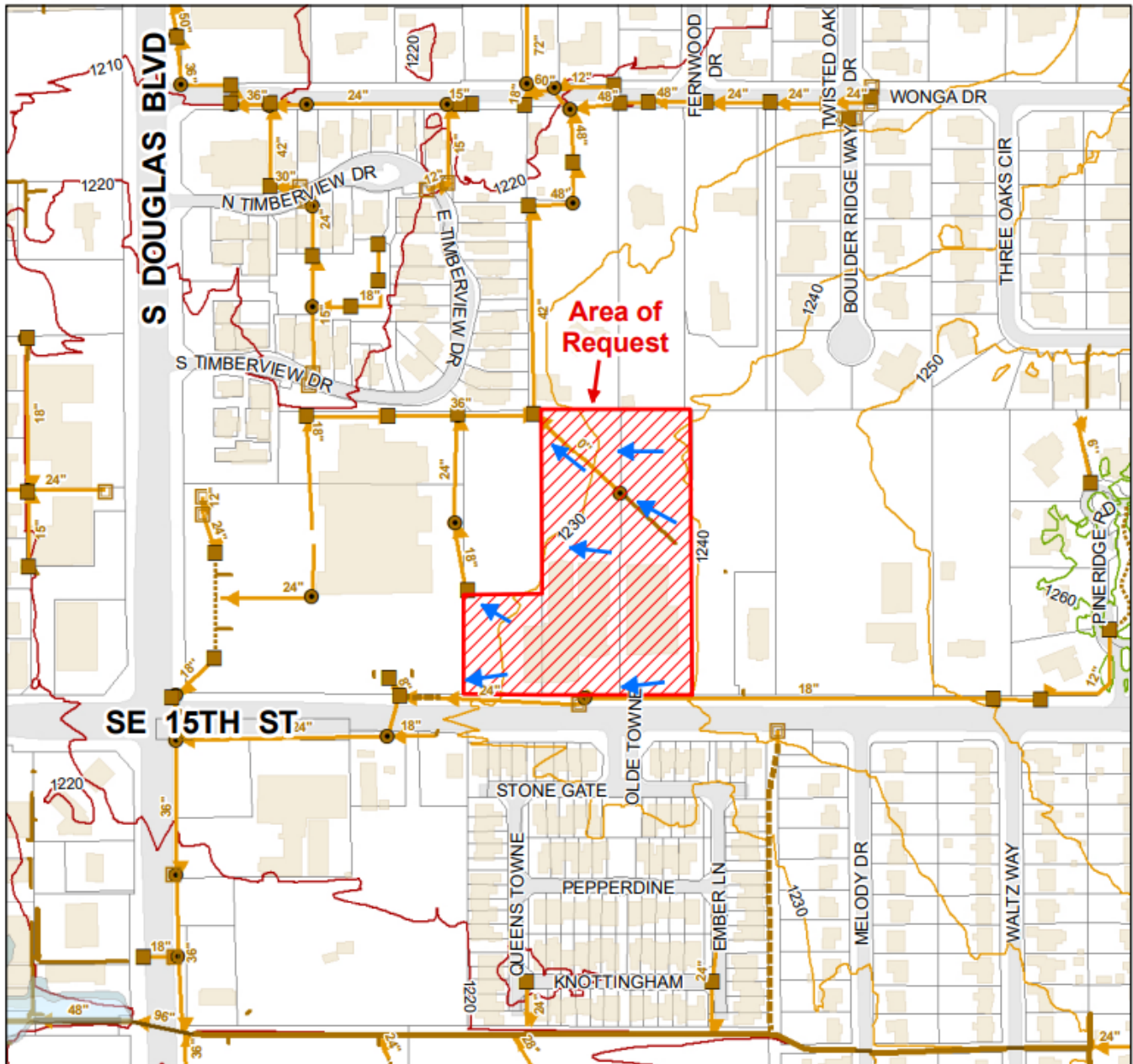
ZONING MAP FOR PC-2180 (SW/4, Sec 1, T11N, R2W)



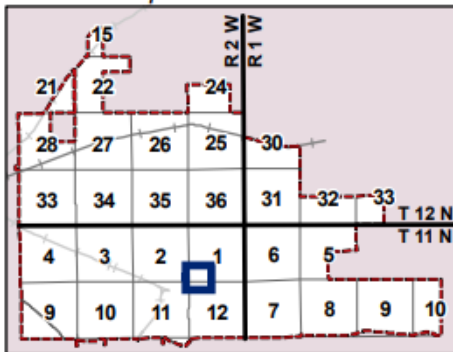
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Locator Map

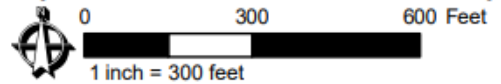


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- FLOODWAY

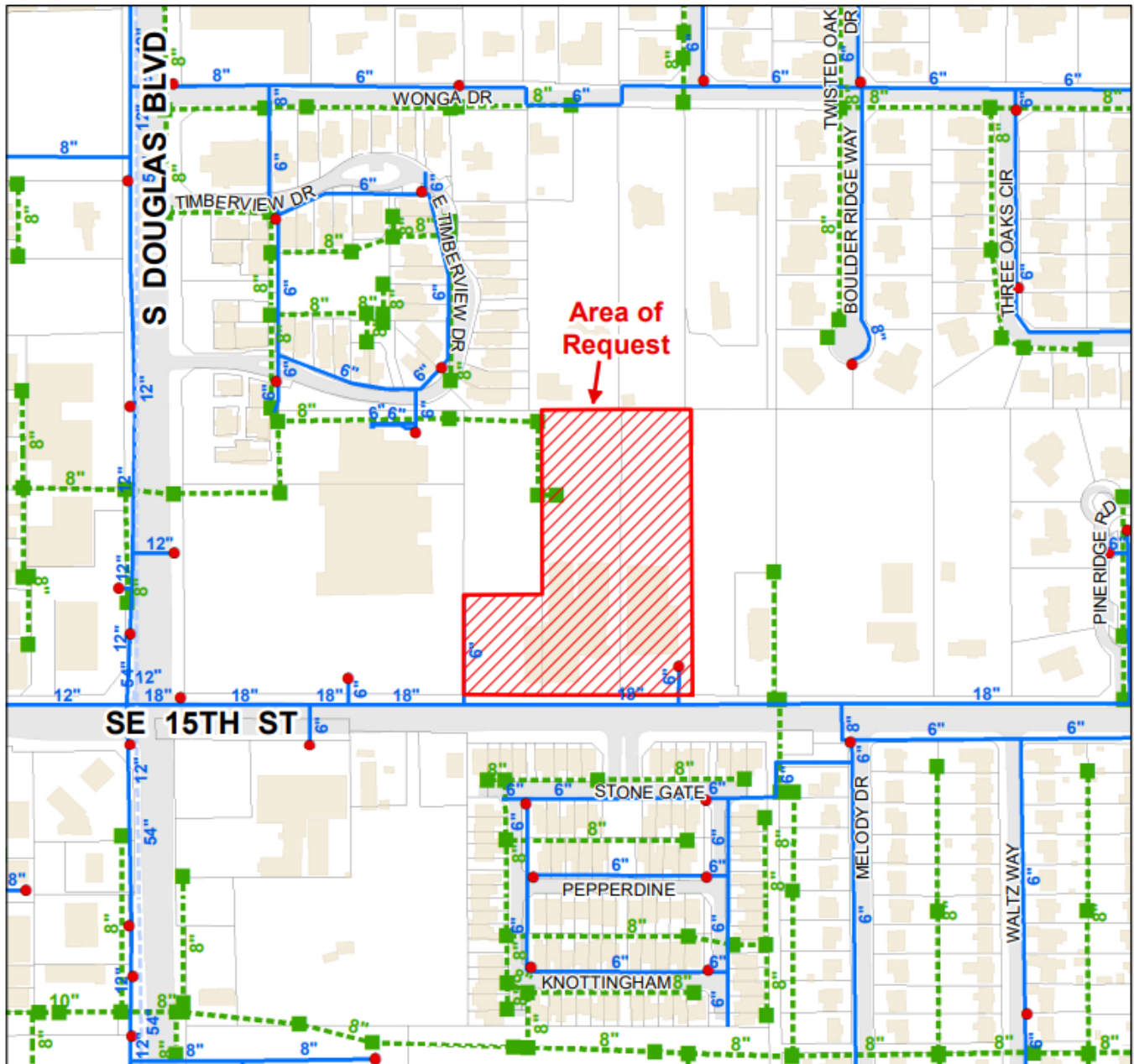
DRAINAGE LOCATION MAP FOR PC-2180 (SW/4, Sec 1, T11N, R2W)



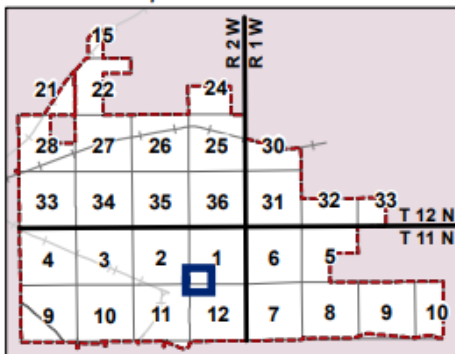
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Locator Map

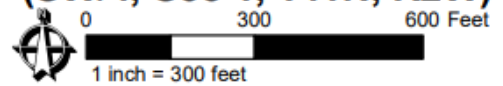


Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2180**

(SW/4, Sec 1, T11N, R2W)



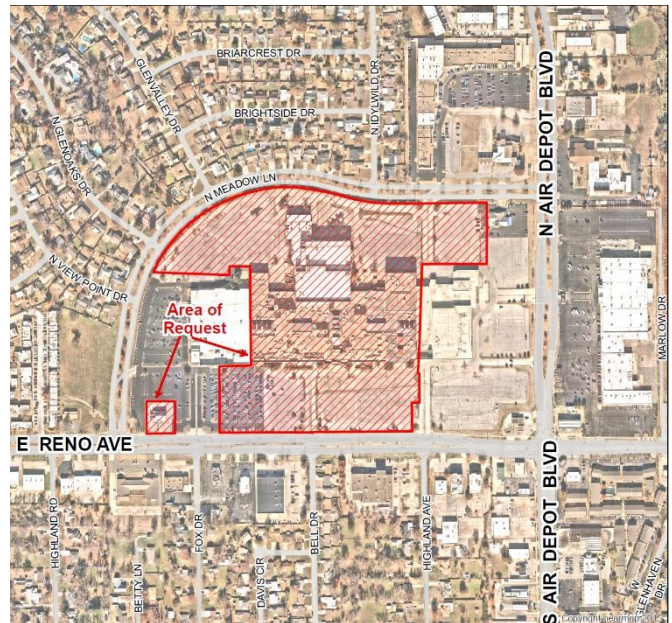
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To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: July 23, 2024

Subject: (PC-2168) Public hearing, discussion, consideration, and possible action approving a Resolution amending the Comprehensive Plan from Office/Retail to Office/Retail and High Density Residential and; an Ordinance to redistrict from Community Commercial District (“C-3”) to Planned Unit Development (“PUD”) with C-3 as a base zoning district, for the property described as Lot Three (3), Blocks Five (5), Six (6), Seven (7) and Eight (8) in Heritage Park Mall, A Re-Subdivision of Blocks 3, 4 and 5 of Miracle Mile Addition, An Addition to Midwest City, Oklahoma County, Oklahoma, As Shown By the Recorded Plat Thereof.

Executive Summary: The Applicant is requesting to rezone the subject property from Community Commercial (C-3) to a Planned Unit Development with an underlying C-3 zoning.

The subject property was developed as part of Heritage Park Mall in the 1970s. The site has not been used as a mall in several years, and in 2022 the City declared an area, which includes the subject property, to be a blighted area, consistent with and pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, et seq. In 2023, the City adopted the Heritage Park Mall Area Urban Renewal Plan (“Urban Renewal Plan”), which includes the subject property, and amended the Comprehensive Plan to include the Urban Renewal Plan.



The applicant submitted a master plan consisting of both a master development plan map and a design statement. This application proposes to allow high-density residential uses in certain areas of the existing structure as well as vertical aquaponics, and biomass manufacturing. The master development plan map indicates the site will largely remain the same, with no new buildings or changes to the parking lots proposed.

The application proposes amenities such as green spaces, community services, community event center, playground, and walking trail. The PUD master plan does not indicate where on the site any of these features are proposed. Without greater detail, it is impossible to evaluate these amenities as part of the PUD application.

Approval of this rezoning application would not be consistent with the Urban Renewal Plan or the Comprehensive Plan. Neither the Master Development Plan nor the request for a PUD includes a proposed amendment to the Comprehensive Plan concerning the impact of the Urban Renewal Plan. The Urban Renewal Plan specifies that the subject property is to be acquired by the Midwest City Urban Renewal Authority, which is currently undertaking actions to do so, consistent with the Urban Renewal Plan.

If this application is approved, all necessary permits through the Engineering and Construction Services Department shall be pulled prior to any construction/redevelopment. All applicable code requirements shall be observed.

Both state and local notification requirements were met.

At the time of this writing, staff had been contacted by three (3) property owners who were curious about the nature of the application or the date/time of the hearing.

The Applicant was present and addressed the Planning Commission. Several community members addressed the Commission, and stated their concerns about the proposed development.

The Planning Commission recommended denial of this application in a 5-2 vote.

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- July 2, 2024

City Council- July 23, 2024

Dates of Pre-Development Meeting:

January 15, 2024

Council Ward: Ward 4, Marc Thompson

Owner: Parcel 1 – ABAB Inc.

Parcel 2 – Ahmad Bahreini & Nasser Shakiba

Applicant: Ahmad Bahreini

Proposed Use: Multi-family residential and commercial uses

Size: Total: 27.35 Acres (Parcel 1: 18.59 Acres; Parcel 2: 8.76 Acres)

Development Proposed by Comprehensive Plan:

Area of Request-	Office / Retail
North-	Low Density Residential & Office / Retail
South-	Low Density Residential & Office / Retail
East-	Office / Retail
West-	Office / Retail

Zoning Districts:

Area of Request-	C-3, Community Commercial District
North-	R-6, Single-Family Detached Residential District; C-3, Community Commercial District
South-	R-6, Single-Family Detached Residential District; C-3, Community Commercial District; & PUD
East-	C-3, Community Commercial District
West-	C-3, Community Commercial District

Land Use:

Area of Request- Vacant Structure

North-	Single-family residence & Retail
South-	Single-family residence & Retail
East-	Vacant Structure
West-	Church

Comprehensive Plan Citation:

The Future Land Use map in Chapter 4 of the Comprehensive Plan shows the project site to be planned for Office/Retail uses. It also shows the site to be designated as a Special Planning Area. The Urban Renewal Plan, which amends the Comprehensive Plan, identifies that specific land uses will be controlled by applicable zoning approved by the City.

Office/Retail Land Use

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial). Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Special Planning Areas (SPAs)

Special Planning Areas (SPAs) indicate areas where special planning considerations should be given due to an area's unique characteristics or circumstances. The primary reason for establishing SPAs is to promote quality redevelopment and support existing development. These areas have a substantial chance of experiencing redevelopment or have experienced redevelopment in recent years. As a general guide, future land uses have been indicated within the SPAs on the Future Land Use Plan Map. SPAs are shown on the Future Land Use Plan Map as an overlay, which has underlying land uses. The City should consider incentives to encourage quality redevelopment within these areas. SPAs are focal points of the community. The image they portray is important to the overall image of the City. If redevelopment occurs, it should be compatible with the surrounding areas. Issues to consider would be how redevelopment influences existing single-family housing. Also, how can redevelopment be designed to improve these areas?

As part of this application, the applicant is requesting to amend the Comprehensive Plan to add High-Density Residential to the planned uses for this site.

High Density Residential Land Use

Traditional apartment-type units in attached living complexes characterize high density residential land use. There are currently several high-density residential areas within Midwest City. It should be noted that medium density uses should also be permitted in any area designated for high density use.

Utilize the Urban Renewal Authority

Consistent with the Oklahoma Urban Redevelopment Law, the City has declared certain areas within its municipal boundaries to be blighted areas and has further authorized the Midwest City Urban Renewal Authority to implement urban renewal plans adopted by the City. One such plan is the Heritage Park Area Urban Renewal Plan. That Urban Renewal Plan's area includes the site, which, as discussed above, is a Special Planning Area, particularly appropriate for the authorizations provided to the Urban Renewal Authority as by the City.

Municipal Code Citation:

2.25. – PUD, Planned Unit Development

2.26.1. *General Provisions.* The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

The PUD is subject to special review procedures within 7.3 PUD Application and Review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2. *Intent and Purpose.* The intent and purpose of the planned unit development provisions are as follows:

- (A) *Innovative land development.* Encourage innovative development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.
- (B) *Flexibility within developments.* Permit flexibility within the development to maximize the unique physical features of the particular site.
- (C) *Efficient use of land.* Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems, and encourage diversified living environments and land uses.
- (D) *Function, design, and diversity.* Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.
- (E) *Modifications to development requirements.* Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

2.25.3. *Planned Unit Development Authorized.* A PUD may be authorized by an amendment to the official Zoning District Map after public hearings by the Planning Commission and City Council, provided it complies with the following requirements:

- (A) *Locations and uses.* A PUD shall be considered a special zoning district; and it may be authorized for any use or combination of uses permitted in this Zoning Ordinance.
- (B) *Planned unit development master plan required.*
 - (1) The basis for review and approval of a PUD application shall be the PUD master plan, which shall be adopted as a part of the ordinance of rezoning in conformance with the requirements described in these regulations.
 - (2) The PUD master plan shall consist of two (2) following elements:
 - a. The design statement; and
 - b. The master development plan map.
 - (3) The PUD master plan establishes residential densities, as well as amount, type, and general location of all land uses.
 - (4) The PUD master plan shall serve as the basis for review and approval of all subdivision plats and building permits within the PUD.
- (C) *Effect of planned unit development approval.*
 - (1) Approval of a zoning change to a PUD adopts the master plan prepared by the applicant and reviewed as a part of the application.

- a. The master plan establishes new and specific requirements for the amount and type of land use, residential densities, development regulations and location of specific elements of the development, such as open space and screening.
- (2) The PUD classification replaces any previous zoning district classification of a parcel.
- (3) All PUDs shall establish a conventional or base zoning district to identify all applicable uses and development regulations not specified within the PUD master plan.
 - a. The conventional or base zoning district's use and development regulations standards shall be interpreted to be the most recently adopted version of the Zoning Ordinance.
 - b. Uses and development regulations may either be adopted into or deleted from a base zoning district and said uses and development regulations shall be applicable to PUD.

2.25.4. *Criteria for Planned Unit Development (PUD) Review and Approval.* Because the PUD provides the opportunity for higher densities, greater design flexibility, mixed land uses, and improved marketability, the applicant should be prepared to provide amenities and services that may not be required or possible in a conventional development.

Review and approval of a PUD is, therefore, a process of negotiation between the city government and the applicant to achieve the intents and purposes of these regulations and the comprehensive plan.

The following factors should be specifically included as review criteria for the evaluation of a PUD application. Other factors not listed herein may also be considered in the review process in order to respond to specific design and land use proposals:

- (A) *Design standards.*
 - (1) The proposed PUD shall be designed to provide for the unified development of the area in accordance with the spirit and purpose of the comprehensive plan and the land uses and zoning districts adjacent to it.
 - (2) Design of the PUD may provide for modification of conventional Zoning Ordinance requirements for such elements as setback areas, densities, setbacks, and height on individual lots in accordance with the PUD master plan.
 - (3) Density, land use, and intensity shall be based on the PUD master plan and shall be in conformance with the comprehensive plan.
 - (4) Building code requirements shall not be reduced in the design of a PUD.
 - (5) The maximum number of dwelling units within a PUD shall be based on calculation of gross density.
 - a. Gross density shall be established in the PUD master plan and shall be calculated by dividing the total land area to be developed for residential uses (exclusive of arterial streets) by the number of dwelling units.
 - (6) Location and type of housing shall be established in a general pattern and shown on the master development plan map.
- (B) *Minimum design and construction standards for streets and alleys.* Streets and alleys for PUDs shall be designed and constructed in accordance with city standards and specifications for right-of-way width and paving cross sections; provided that modifications may be requested and approved as part of the master plan if the following criteria are met:

- (1) *Public streets and alleys.* Proposed public street and alleys shall satisfy the following criteria:
 - a. Street right-of-way and paving shall be adequate to provide a traffic carrying and utility installation capacity related to the design of the overall street system, the function of the individual street, and the land uses served.
 - b. Paving cross sections shall be designed to be adequate to provide drainage in conformity with the drainage plan for the PUD; to receive loading commensurate with anticipated traffic based on the design of the overall street system; and to have a maintenance level commensurate with that of facilities constructed to regular standards.

- (2) *Private streets and alleys.* Proposed private streets and alleys shall satisfy the criteria for public facility modifications listed above and the following:
 - a. Private streets shall not be connected to an adjacent parcel which is not a part of the PUD in a manner that will circulate traffic into and through the private street system.
 - b. The owner/applicant shall clearly demonstrate the existence and capabilities of a property owners' association to provide the ongoing and long-term maintenance of the private street and alley facilities that will not be provided by the city.

- (C) *General design and development guidelines.*
 - (1) *Intensities.* Proposed developments shall conform to the general level of intensity outlined within the comprehensive plan and should be developed in a manner and at a scale that will be compatible with adjacent developed neighborhoods.

 - (2) *Amenities.* Amenities should be considered as an important justification for development and city approval of a PUD.
 - a. Where gross or net densities are to be increased to promote economy of development, or where other methods of land use intensification are proposed, usable open space should be furnished along with provision for its permanent retention and continued maintenance. Sidewalks and pedestrian ways should be planned where it is necessary to provide for amenities and public safety.

 - (3) *Minimum land area and frontage.* The minimum areas and frontage for a PUD request involving office, commercial, or industrial land uses should generally be at least the minimum required by the conventional zoning associated with the proposal.

 - (4) *Streets.*
 - a. Street design should be innovative and should restrict through traffic from residential areas as much as possible.
 - b. Encouragement should be given to design of short local streets serving limited areas, such as the residential cul-de-sac.
 - c. Local street right-of-way widths may be reduced to thirty (30) feet. However, a ten (10) foot easement shall be provided where utilities or sidewalks are proposed. These easements may be omitted when a letter can be provided from each utility company stating that they have no present or future need for a utility easement in the area which abuts the street.

- d. Development of a private street system should be considered appropriate under certain conditions where there is no through traffic. However a private street system should not serve as a reason for reduction of minimum design and paving standards.
 - e. On-street parking bays or other similar areas where vehicles must be backed into the traffic flow shall not be approved on arterial or collector streets or any local street; provided, however that certain cul-de-sac or small loop street designs may be considered as appropriate.
- (5) *Parking.* If the front building line in residential areas is less than twenty (20) feet, the Planning Commission and City Council may require additional guest parking at the suggested rate of one additional space per 7.5 units.
- (6) *Mixed land use developments.* Where a PUD proposes a mix of uses which would generally be incompatible with a conventional development, the PUD master plan should specifically establish appropriate guidelines to assure a harmonious development.
- (7) *Common access.* In commercial or industrial developments, the PUD master plan should establish specific standards and locations for common access driveways both within the development and abutting arterial streets. Approval of the bonus provisions in 5.3.2 Off-Street Parking Standards of this Ordinance for shared parking facilities should only be authorized in a PUD where this access commitment is provided in the PUD master plan.

History:

1. This property is part of the Miracle Mile Addition platted in 1966.
2. Was re-subdivided in 1977 as Heritage Park Mall A Re-Subdivision of Blocks 3, 4 and 5 of Miracle Mile Addition.
3. The subject property was declared blighted by City Resolution 2022-23 on August 23, 2022.
4. An Urban Renewal Plan, as defined by and in accordance with the provisions of the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.* was adopted by City Resolution 2023-09 on April 25, 2023. The subject property is within the established boundaries of the Urban Renewal Plan and is specifically authorized for acquisition.
5. This application was advertised to be heard at the April and May Planning Commission meetings, but was postponed to the July Planning Commission meeting.
6. The Planning Commission recommended denial of this application at the July 2, 2024, Planning Commission meeting.

Next Steps:

If the Council approves this rezone, the applicant will need to request an amendment to the Comprehensive Plan concerning the Urban Renewal Plan and the Plan's objective of acquisition of the property. Approval of the application without an amendment to the Urban Renewal Plan would create a nonconformity between the Plan and the approved zoning for the project site. The applicant would also need to apply for the appropriate building permits from the Engineering and Construction Services Department, and to verify the safety and security of the electrical and water systems within the building prior to those utilities becoming available.

Staff Comments-

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

Engineering Staff Comments:

Note: Any necessary Engineering improvements have yet to be determined as part of this application.

Water Supply and Distribution

There are public water mains throughout the proposed parcel, a ten (10) inch line encircles the entire building. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There are public sewer mains throughout the proposed parcel, eight (8) inch lines running along the north and south side of the parcel. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is available from North Air Depot Boulevard, East Reno Avenue, and Meadow Lane. North Air Depot Boulevard and East Reno Avenue are classified as secondary arterials in the 2008 Comprehensive Plan. Meadow Lane is classified as a local road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal's Comments:

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

Public Works' Comments:

Line Maintenance

Water

- Water infrastructure is available to the property. The applicant shall be responsible for evaluating the available flow on the water system for fire protection and/or domestic use.
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

Sewer

- Sanitary sewer is available to the property. The applicant shall be responsible for communicating the anticipated daily sewer discharge for capacity calculations.

- Sewer waste from food services, vehicle maintenance shops, car washes, etc. shall conform with Midwest City Ordinance Chapter 43, Division 6. The installation of an interceptor, separator, and/or grit chamber shall be required.
- A City provided Sewer Use Survey will be required to be submitted by the applicant to address types of wastewater produced and method(s) of wastewater disposal for any commercial remodel permit, commercial new construction permit, and/or Certificate of Occupancy applied for

Planning Division:

Staff met with the applicant January 15, 2024, for a pre-application meeting.

Notifications were sent in compliance with state and local requirements.

At the time of this writing, staff had been contacted by three (3) property owners who were curious about the nature of the application or the date/time of the hearing.

PUD Master Plan

The PUD master plan is required by Section 2.25.3 (B) and consists of two elements. The first is a Master development plan map, and the second is a PUD design statement. The following are staff's comments on these elements.

Master Development Plan Map

The master development plan map submitted as part of this application indicates the applicant intends to repurpose the existing structures on site and use the existing parking areas for parking. The bulk of the existing building is intended to retain those uses allowed under the C-3 zoning district, while two (2) areas within the existing building are intended to be redeveloped for high-density residential uses. The map does not indicate which areas, or how many square feet, are proposed to be used for aquaponics or biomass manufacturing. The map does not indicate any planned improvements to the transportation network, parks/open space, or landscaping/buffering. It is unclear whether any of the parking areas will be reserved for residential occupants. The map also does not indicate the provision for public amenities as part of the proposed redevelopment of the site.

The total number of proposed residences and the residential density of the development are not provided in the master development plan map, and staff cannot estimate it because there is no information about how many acres on the site are dedicated to residential uses. There are square footage numbers for the building itself, but residential uses include other things such as parking areas.

Design Statement *(The section headers below refer to the sections labeled in the design statement. References to Midwest City Municipal Code are specifically labeled as such.)*

Title Page: The address listed for the Developer, ABAB, Inc, matches the billing address listed on the County Assessor's page, but does not match the address listed for the business on the Secretary of State's records. The assessor lists a billing address in Oklahoma City, while the Secretary of State lists an address in Edmond.

Section 1.0: This section of the design statement introduces that the Applicant is seeking a rezoning to a PUD to allow for both commercial and residential uses on the subject property. The section concludes by stating a preliminary and final plat for the property will follow. This introductory section

does not make mention of any proposed agricultural (aquaponics) or biomass manufacturing uses.

Section 2.0: Staff does not have any comments on the legal descriptions of the two parcels that constitute the subject property. However, staff notes that the legal descriptions are somewhat odd in that one description references “LOT THREE (3)” and the other references “BLOCKS FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8)” for the same level of subdivided property on the same plat.

Section 3.0: As noted on the title page, between the County Assessor’s records and the Secretary of State’s records, there seems to be some inconsistency about whether the developer is operating out of Oklahoma City or Edmond.

Section 4.0 The site is mostly flat, with a gentle slope falling from east to west. The elevation of the eastern side of the property is at about 1,230 feet and the western side of the project site is at about 1,218 feet.

Section 5.0 The concept statement indicates there are proposed multi-family residential, commercial, agricultural, and industrial uses on the site. The residential uses are shown to be segregated from the commercial uses and will only be allowed in those areas indicated on the master development plan map. The agricultural uses are described as being a “vertical aquaponics farm” consisting of both the raising of fish and hydroponics in a somewhat closed loop system. There is also an industrial use proposed for the site to manufacture biomass from the waste produced by the aquaponics system. Neither the design statement or master development plan map indicate where on the site the aquaponics system or biomass manufacturing are proposed to take place. This makes it impossible to assess the impacts these uses might have on surrounding properties, or how those impacts might be mitigated.

The concept statement also refers to covered parking spaces that will be constructed, but these are not shown on the master development plan map. Staff is not opposed to the provision of covered parking spaces, but the application is unclear about where they are proposed to be located.

Section 5.1 In this section, the Applicant lays out how they view the application is supported by the Comprehensive Plan, Heritage Park Mall Urban Renewal Plan, and the Air Depot Corridor Plan. Below are some of the references discussed in this section of the design statement, and staff’s comments.

The Comprehensive Plan does state “The City should support the reuse of vacant retail store sites with various types of office and residential use.” (Page 4-25)¹ This land use policy is not entirely supportive of the application, because the uses proposed by this application extend beyond the office and residential uses recommended by the plan.

Goal 5 of the Comprehensive Plan states, “Encourage a quality housing environment within the City that meets the needs of a variety of people.” (Page 2-6)² This application may result in

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

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

furtherance of the goal, but staff does not feel there is enough information about the proposed agricultural or industrial uses to state the proposed residential development would be “quality housing”. As noted by Figure 4-3 in the Comprehensive Plan, industrial uses are the least compatible land use with residential. Housing developed in the same building as industrial uses would be unlikely to provide the “quality housing” sought by this goal.

The Applicant correctly mentions the siting guidelines for High-Density Residential uses (Page 4-28) calls for this land use to be located along arterial roads for transportation access. The other parts of these guidelines call for considerations that are not addressed by this plan including:

- “All structures within a multi-family development should be at least 90 percent masonry on the exterior of the first story;
- If the tract is adjacent to single-family residential dwellings, transition areas (green space, buffer areas, medium density development, etc.) should be incorporated into the project;
- Based on the density of the complex, an appropriate amount of usable open space should be required”).

The application proposes to only meet masonry requirements on any new buildings, there are no buffering or transition areas proposed between the project site and the adjoining single-family neighborhoods, and no useable open space is proposed as part of the residential development. Therefore, it seems like the only siting guideline for high-density residential met by this application is the proximity to arterial roads.

On page 6-29 of the Comprehensive Plan, there is a recommendation for the City to be supportive of the redevelopment of non-residential uses into mixed-use developments. The Comprehensive Plan does not mention support for mixed-uses involving residential, commercial, agricultural, and industrial uses. Combination of this many incompatible uses on the same site and within the same building would likely cause the development to not meet the standard of “sustainable, livable, and quality development” (page 6-29)³ that is encouraged in the Special Planning Areas. Staff also has concerns about the adverse impacts the industrial use of manufacturing biomass will have on adjoining and nearby properties.

The Heritage Park Mall Area Urban Renewal Plan calls for redevelopment of the project site and removal of the blighting conditions. It also lists as one of its objectives “Encourage investment and redevelopment in accordance with the City’s Comprehensive Plan.” (Page 3)⁴ The Urban Renewal Plan does not support this application for many of the same reasons discussed above for the Comprehensive Plan. The issues of compatible/incompatible land uses, building façade characteristics, buffering, open space, etc. must also be factored when considering the general support these plans give to the redevelopment of vacant, blighted, abandoned, or underutilized properties. There is further discussion of the Urban Renewal Plan later in this staff report.

Section 6.0 There are utilities in the area from when the site was developed as a mall in the 1970s. The City has issued notifications of the termination and disconnect of all service utilities due to the unsafe condition of the facilities. Further, converting former retail spaces into multi-family dwellings would increase the demands on the utility networks, and it has not been determined what, if any, improvements might be needed if the PUD were approved.

³ (Midwest City, Sefko Planning Group, & Freese and Nichols, Inc., Comprehensive Plan 2008, 2008)

⁴ (City of Midwest City, 2023)

- Section 7.0 The design statement “contemplates a mixed development with residential and commercial areas.” The intent is to allow high-density residential uses in those areas indicated on the master development plan map. The rest of the property will retain the uses allowable in the C-3 zoning district.
- Section 7.1 This section lays out a brief description of the proposed uses similar to that included in Section 5.0. It then goes on to describe in a little more detail the uses proposed for Parcel 1 & 2 on the site. Overall, there is a lack of information about the proposed residential uses on the site. What is the proposed density of the multi-family and how many units are proposed?
- For Parcel 1, it states there will be a total of 48 dwelling units. The design statement lists the amount of the building that will be occupied by these residential units, but not how much of the parking area will be dedicated to serving those units. Without knowing how many total square feet (or acres) of the parcel will be used residentially, a density cannot be calculated. It is also stated that both agricultural and industrial uses are proposed on this parcel, but there is no indication where these uses are proposed or how much space they are intended to occupy.
- For Parcel 2, the design statement lists the amount of the building that will be available for residential uses, but does not have information about the number of units or the area of the parking areas. An accurate density cannot be calculated without this information. Again, it is stated both agricultural and industrial uses are proposed on this parcel, but there is no indication where these uses are proposed or how much space they are intended to occupy.
- Section 8.0 The design statement states that access will be subject to the requirements and approval of the Engineering & Construction Services department.
- Section 9.0 The requirements for screening and landscaping are established in Appendix A of the Municipal Code, and will be reviewed by the Planning & Zoning Department and not Engineering & Construction Services.
- Section 10.0 The design statement states that signs will conform to the zoning district and will be installed according to the requirements and approval of the Engineering & Construction Services department.
- Section 11.0 The design statement states the development will meet the current parking requirements.
- Section 12.0 In addition to the items stated in this section, the applicant is responsible for verifying the safety of all existing lighting on the site.
- Section 13.0 The architecture section indicates all existing building exteriors are proposed to remain, but new exterior materials shall follow the requirements in the Zoning Regulations.
- Section 14.0 Staff has no comment on the ownership and maintenance section.

Section 15.1 The design statement indicates the development will retain the existing stormwater drainageways. Any renovations must be reviewed and approved by the Engineering & Construction Services department.

Section 15.2 The design statement states there will be green spaces, recreational facilities and community services provided as part of the development. The areas dedicated to these uses are not indicated on the master development plan map. Without these amenities described in both the master development plan map and the design statement, the Planning Commission and City Council have no assurances regarding what amenities will be provided.

Some of the social activity types of amenities (such as gardening) described in the design statement are too dependent upon the decisions of the ownership or operations of the site. Physical features as amenities, such as parks, trails, and building design amenities are more permanent and are less likely to change in availability over time.

Exhibit C: This exhibit is an overview of the Applicant's vision for the project. Staff has included a few remarks below regarding the proposed land uses and zoning related items. Staff has no comment on business plans, leadership of their organization, funding mechanisms, etc.

The Service Merchandise portion of the subject property is proposed to be redeveloped into housing catered to disabled seniors (Phase 1). The Montgomery Wards is proposed to be redeveloped into luxury apartments (Phase 2).

The third phase of development is proposed as the aquaponics area. The exhibit lists the location as "west retail wing". The description suggests it may also be used as an event venue hosting weddings, presentations, family gatherings, and more. The third phase also lists biomass manufacturing as being located in the west retail wing.

Phase 4 of the proposed development will be retail. The exhibit states, "east and west retail wing store footprint(s) will remain the same." Staff has some questions about how the footprints will remain the same if in Phase 3 the west wing will also be used for agricultural and industrial uses. This phase also mentions having a "Small Business Incubator Hub" with services for inventors. Business incubators can take a variety of forms, and without additional information it cannot be determined whether or not this would have adverse impacts on adjoining or nearby properties.

Phase 5 of the development would be to develop solar energy production on the subject property.

Overall Master Plan Comments

The notes above include staff's comments on specific elements of the materials provided by the applicant. This section addresses the Master Plan's conformance with the Municipal Code. The criteria for reviewing PUDs is described in Sections 2.25 and 7.3 of Appendix A of the Municipal Code. To reduce duplication, the analysis below only references Section 2.25.

Section 2.25.3 (B)(3) of Appendix A states, "The PUD master plan establishes the residential densities, as well as amount, type, and general location of all land uses." Some of these same standards of information that are to be provided by the master plan are also spelled out in Section 2.25.3 (C). This plan does not meet this standard, because:

1. The master plan does not state the density of the residential uses,
2. It does not mention the number of units proposed for Parcel 1 or 2,
3. It does not account for the amount of non-building area that will be used for residential purposes such as parking.
4. It does not indicate the location or amount of space to be used for agricultural uses (aquaponics).
5. It does not indicate the location or amount of space to be used for industrial uses (biomass manufacturing).

Section 2.25.4 of Appendix A describes the criteria for reviewing and approving Planned Unit Developments. This section opens by stating how important it is for PUDs to provide amenities and services that would not be required of conventional developments. Section 2.25.4 (C) (2) goes on to state, “Amenities should be considered as an important justification for development and city approval of a PUD.” Some of the amenities described in the design statement, such as the gardening, exercise facilities, access to retail, etc., are very dependent upon the future operations and ownership of the facility. If the ownership of the facility were to change after development, there is no guarantee these programs would be continued as community amenities. What assurances would the City have that these would be implemented or continued into the future? Other amenities listed in the design statement, such as the green spaces and walking trail, are not included in the master development plan map or other design documents. How can the City properly evaluate the PUD without more details regarding the proposed physical amenities?

Based on the analysis above, the application for a PUD should not be approved. The master plan lacks the information required under Appendix A Sections 2.25 and 7.3.

Long-Range Plans

The subject property was developed as part of the Heritage Park Mall in the late 1970s. The property has not operated as a mall in several years, and in 2022 was declared blighted. Since then, City Council, the Urban Renewal Authority, and the Planning Commission have reviewed, and the City has adopted the Urban Renewal Plan, which includes the subject property and authorizes its acquisition. The Urban Renewal Plan, the Comprehensive Plan, and the Air Depot Corridor study are all critical planning documents to consider when examining this PUD application. Staff has included notes below regarding whether or not this application is supported by each of these plans.

Urban Renewal Plan

The Urban Renewal Plan was adopted in April 2023, and the subject property is within the boundaries established by the plan. The plan states, “The principal activities consist of acquisition, disposition, and redevelopment to remedy blighting conditions in the Urban Renewal Area.”⁵ The plan calls for the Urban Renewal Authority to acquire the blighted subject property in order to facilitate redevelopment. Approval of this PUD would not be consistent with the objectives or the actionable items identified in the Urban Renewal Plan.

The Urban Renewal Plan permits the following land use categories: “office, retail, residential, institutional, and public,” and allows for specific land use to be controlled by applicable rezoning approved by the City. This application seeks approval for commercial and residential uses listed by this plan as permitted. It also seeks approval for agricultural and industrial uses that are not listed as permitted on the site. Further, the approval of a change in zoning that would allow such uses is inconsistent with the Comprehensive Plan.

⁵ (City of Midwest City , 2023)

The last paragraph of Section 5.1 of the design statement (page 5) states this application is in conformance with the Urban Renewal Plan. Staff disagrees with this analysis, based on the statements above.

2008 Comprehensive Plan

The subject property is shown on the Future Land Use Map to have a future land use designation of Office/Retail. This application proposes to alter the site's future land use designation to also include High Density Residential. The subject property is also located within a Special Planning Area (SPA). "Special Planning Areas indicate areas where special planning considerations should be given due to an area's unique characteristics or circumstances."⁶ Special Planning Areas are also discussed in Chapter 6 (Housing & Neighborhood Plans). The plan encourages quality developments and mixed-uses in these SPAs. The area around the hospital is an example of a SPA from the Comprehensive Plan that is on track to provide a quality mixed-use development.

Chapter 4 of the Comprehensive Plan also discusses High Density Residential Land Uses on page 4-28 stating that multi-family developments should be adjacent to arterial roads, have at least 90 percent masonry on the exterior of the first story, have buffer areas from single-family residential areas, and provide an appropriate amount of useable open space. The proposed PUD has not indicated any provision of open space will be a part of the plan for the site. The PUD indicates in Section 13.0 that the existing building materials are proposed to be allowed, but any new exterior materials will comply with the requirements of the Zoning Regulations. According to the PUD master plan, there are no provisions for additional buffering or screening of the subject property from the adjoining single-family neighborhood.

Chapter 4 of the Comprehensive Plan describes compatible land uses on page 4-12. This application proposes combining several incompatible uses within the same building. These include high-density residential, retail, commercial, and industrial. Some of these uses are acceptable to combine and can thrive. However, mixing industrial uses with residential uses, particularly when some of the identified occupants are disabled seniors and veterans, is not a best practice and seems likely to invite health related issues for vulnerable populations. The PUD master plan does not acknowledge any impacts the agricultural or industrial uses may have on the adjoining properties. Particularly, the nearby churches and residential developments may be sensitive to any changes stemming from the proposed industrial uses.

Air Depot Corridor Study

The Air Depot Corridor Study from 2022 does not go into specifics regarding proposed uses for the subject property. It states, "...the former Heritage Park Mall which was declared as "blighted" by the City on August 23, 2022, which will begin the Urban Renewal process to redevelop the property."⁷ This plan does not support or oppose the PUD application; however, it does specifically identify the Urban Renewal Plan, which does not support the PUD application.

Midwest City Trails Master Plan

The trails master plan for Midwest City identifies the Reno Trail as a trail connecting Bomber Run, to the subject property, the hospital, and the Municipal Complex. The trail is proposed to follow the south side of N. Meadow Ln. along the subject property.

⁶ (Midwest City, Sefko Planning Group, & Freese and Nichols, Inc., 2008)

⁷ (Midwest City & Catalyst, Air Depot Corridor Plan, 2022)

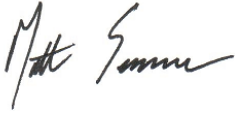
Staff Findings

1. The master plan does not contain adequate information about specific topics outlined in Sections 2.25 and 7.3 of Appendix A of the Municipal Code for the city to have clarity about what is being requested for approval.
2. The subject property was declared blighted in 2022, was included in the Urban Renewal Area, and is subject to the Urban Renewal Plan adopted in April 2023.
3. This application is not supported by the Heritage Park Mall Area Urban Renewal Plan.
4. The Comprehensive Plan generally supports quality mixed-use developments in Midwest City.
5. The Comprehensive Plan supports the provision of open space and masonry materials as part of projects involving high-density residential development.
6. The Comprehensive Plan does not support industrial land use in the same building or on adjacent properties to residential uses.

Action Required:

Approve or reject to amend the ordinance to redistrict from Community Commercial District (“C-3”) to Planned Unit Development (“PUD”) with underlying C-3 zoning for the property noted herein, subject to staff comments as found in the July 23, 2024, Council agenda packet and made part of PC-2168 file.

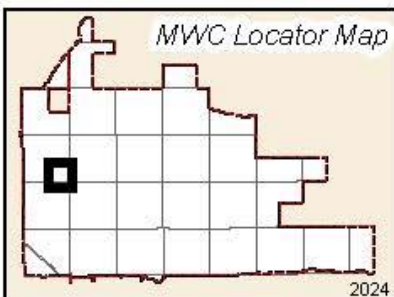
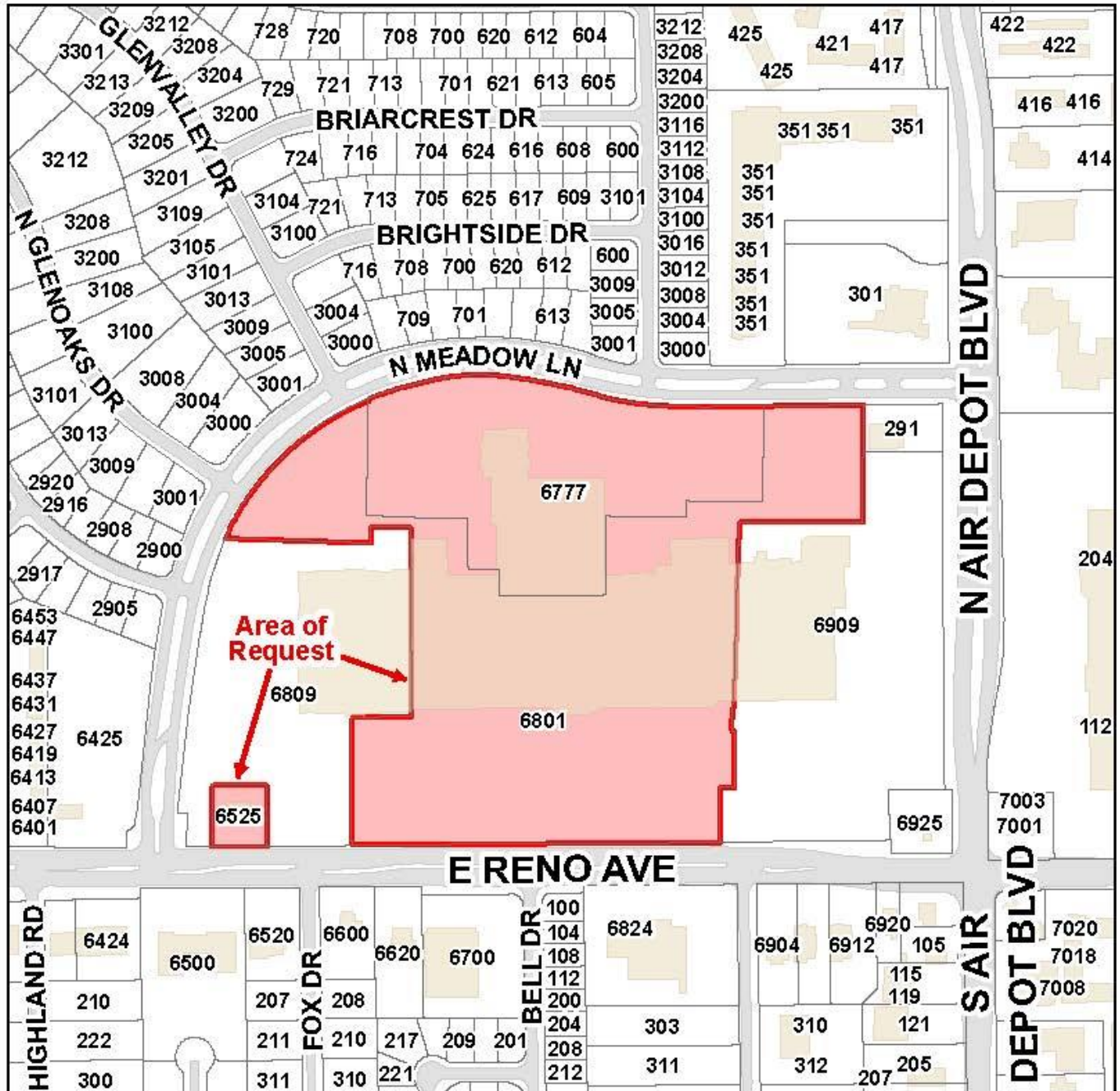
Please feel free to contact my office, at (405) 739-1228 with any questions.



Matt Summers
Director of Planning & Zoning



GIS - Information Technology
& Community Development
Departments

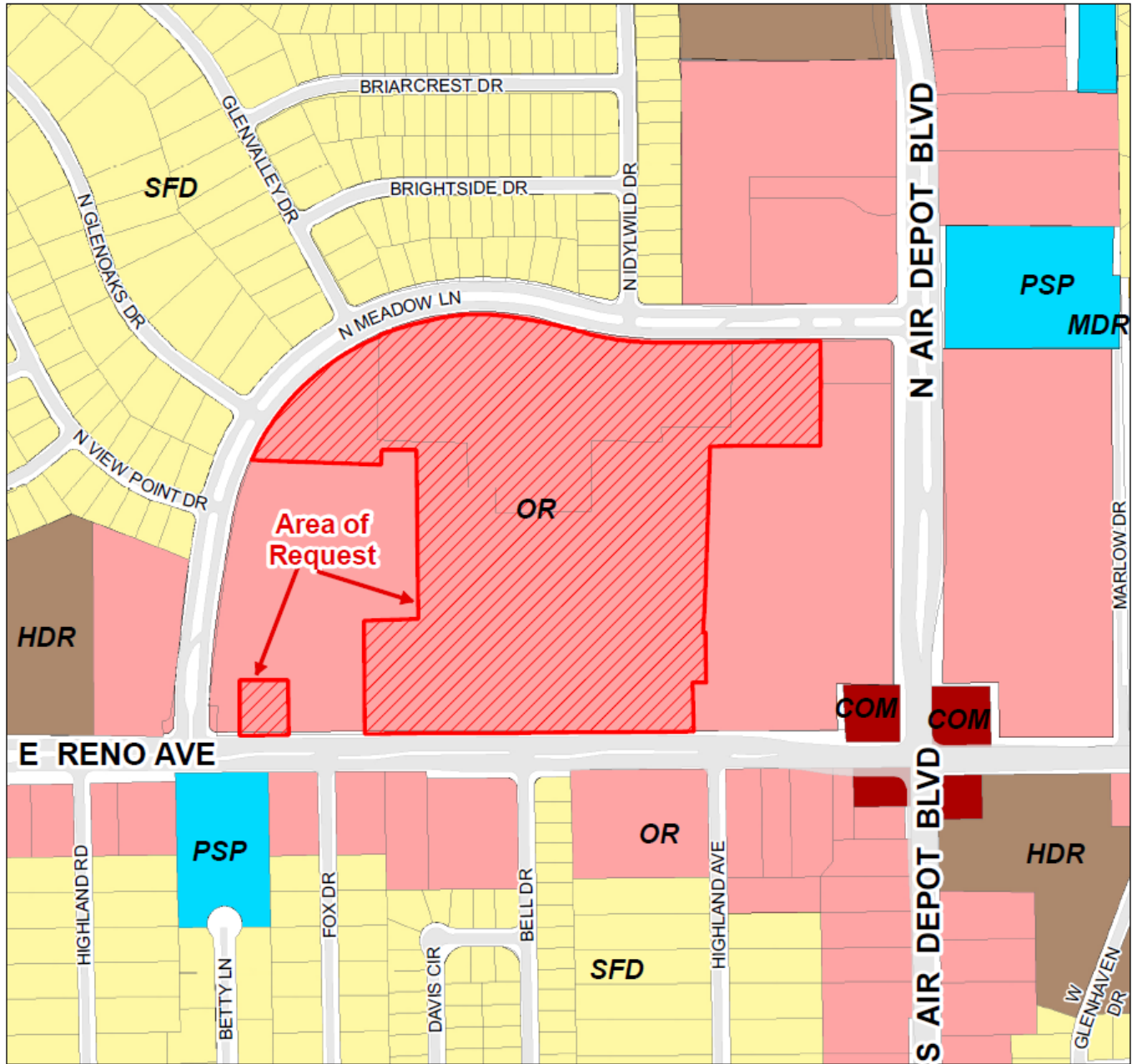


NOTIFICATION MAP FOR PC-2168

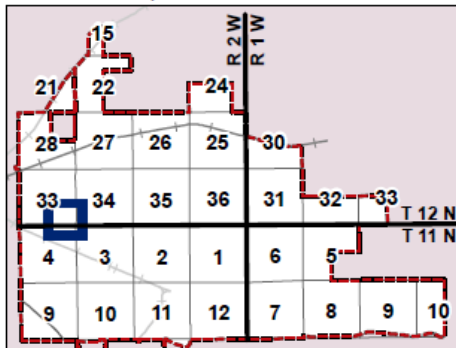
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Locator Map

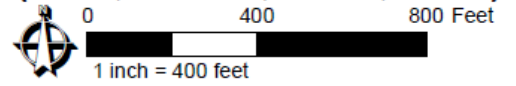


Future Land Use Legend

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

FUTURE LAND USE

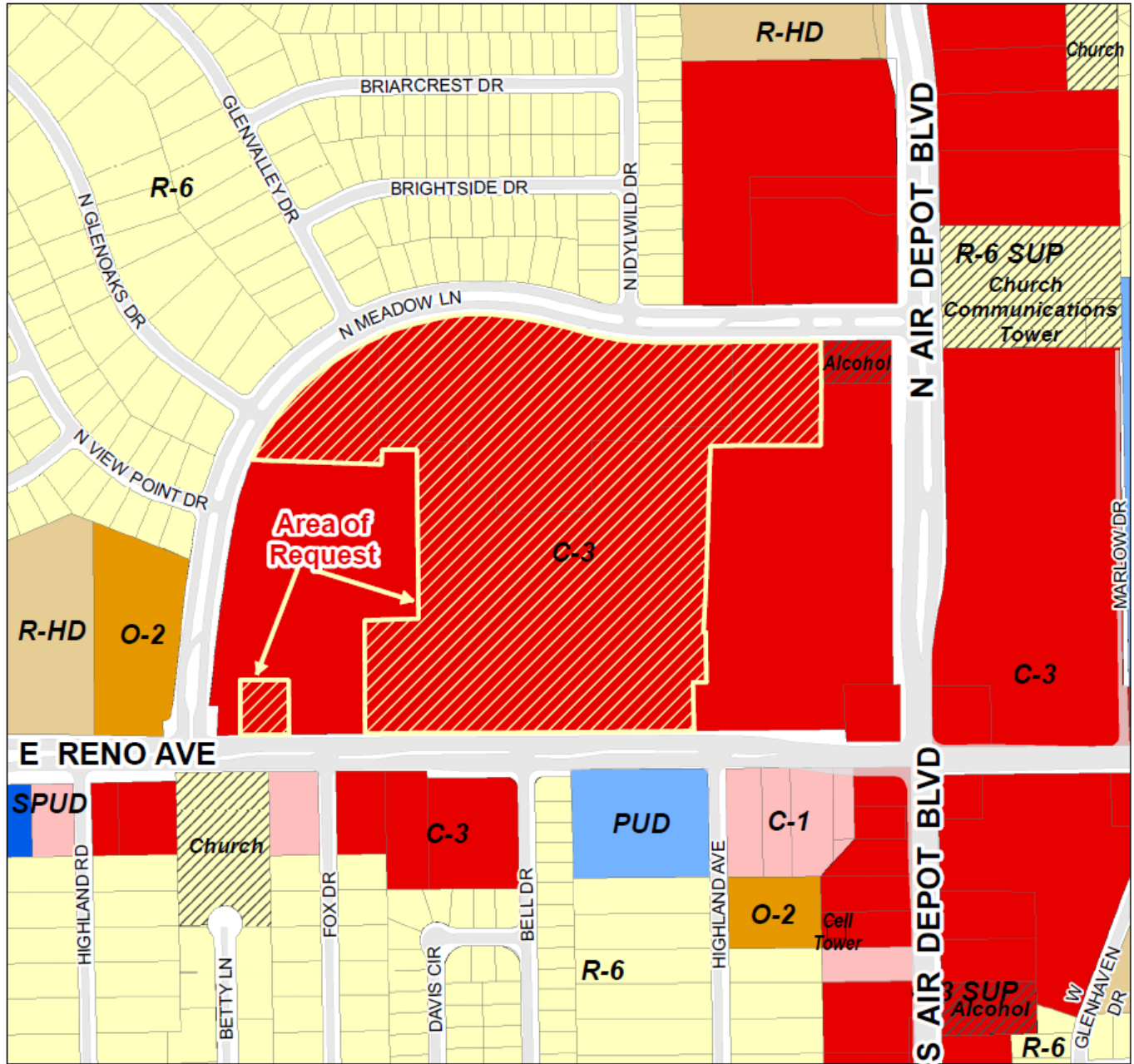
**MAP FOR
PC-2168
(SE/4, Sec 33, T12N, R2W)**



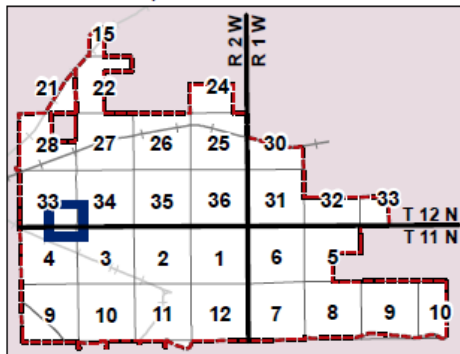
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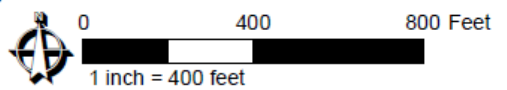
Locator Map



Current Zoning Legend

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

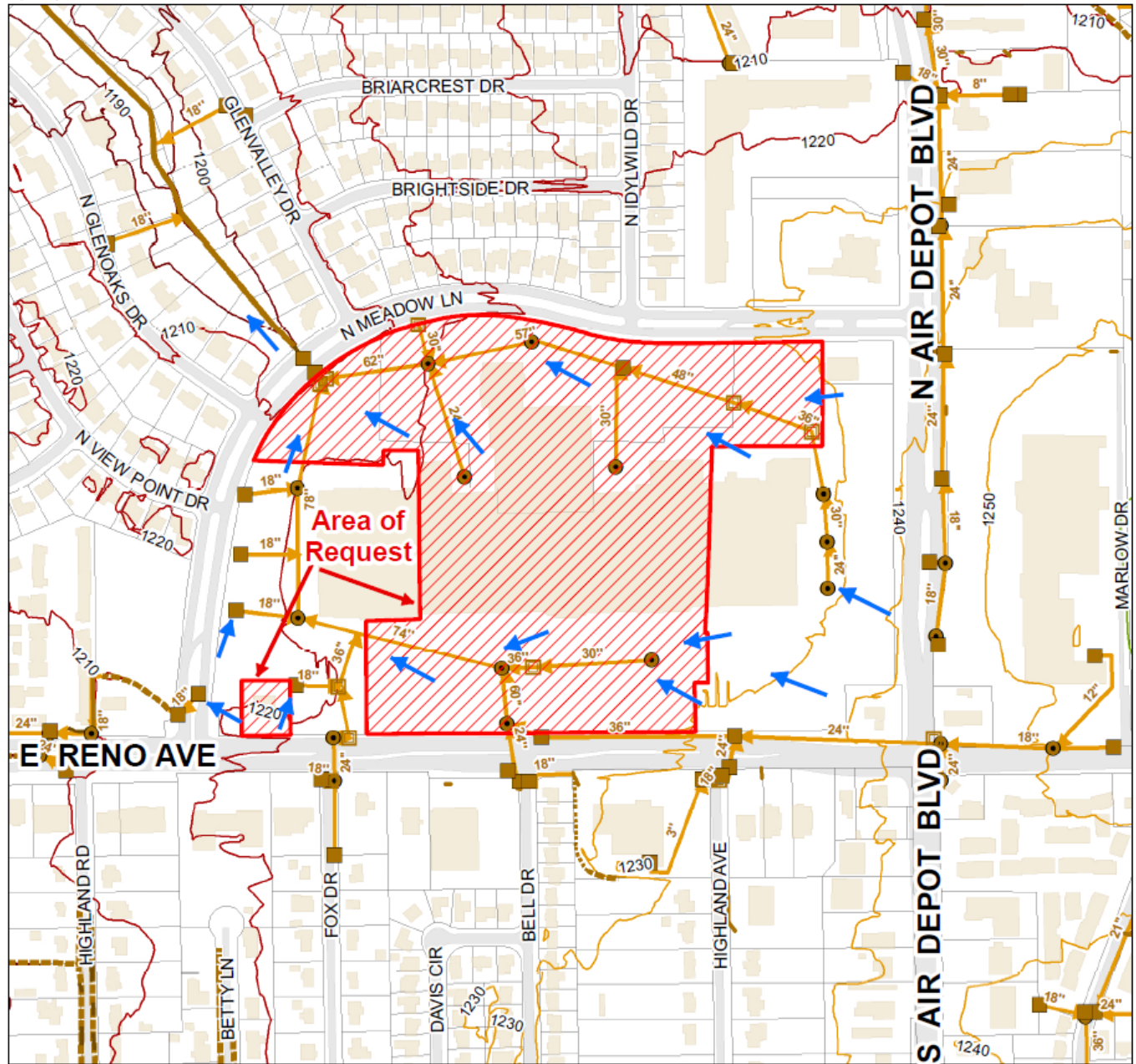
ZONING MAP FOR PC-2168 (SE/4, Sec 33, T12N, R2W)



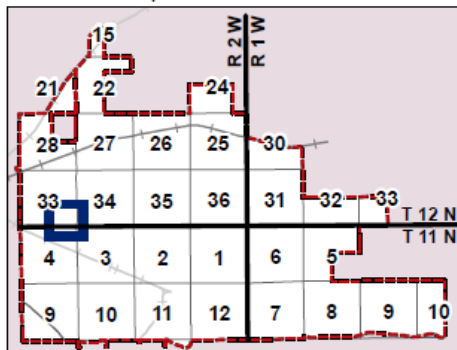
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Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-2168 (SE/4, Sec 33, T12N, R2W)

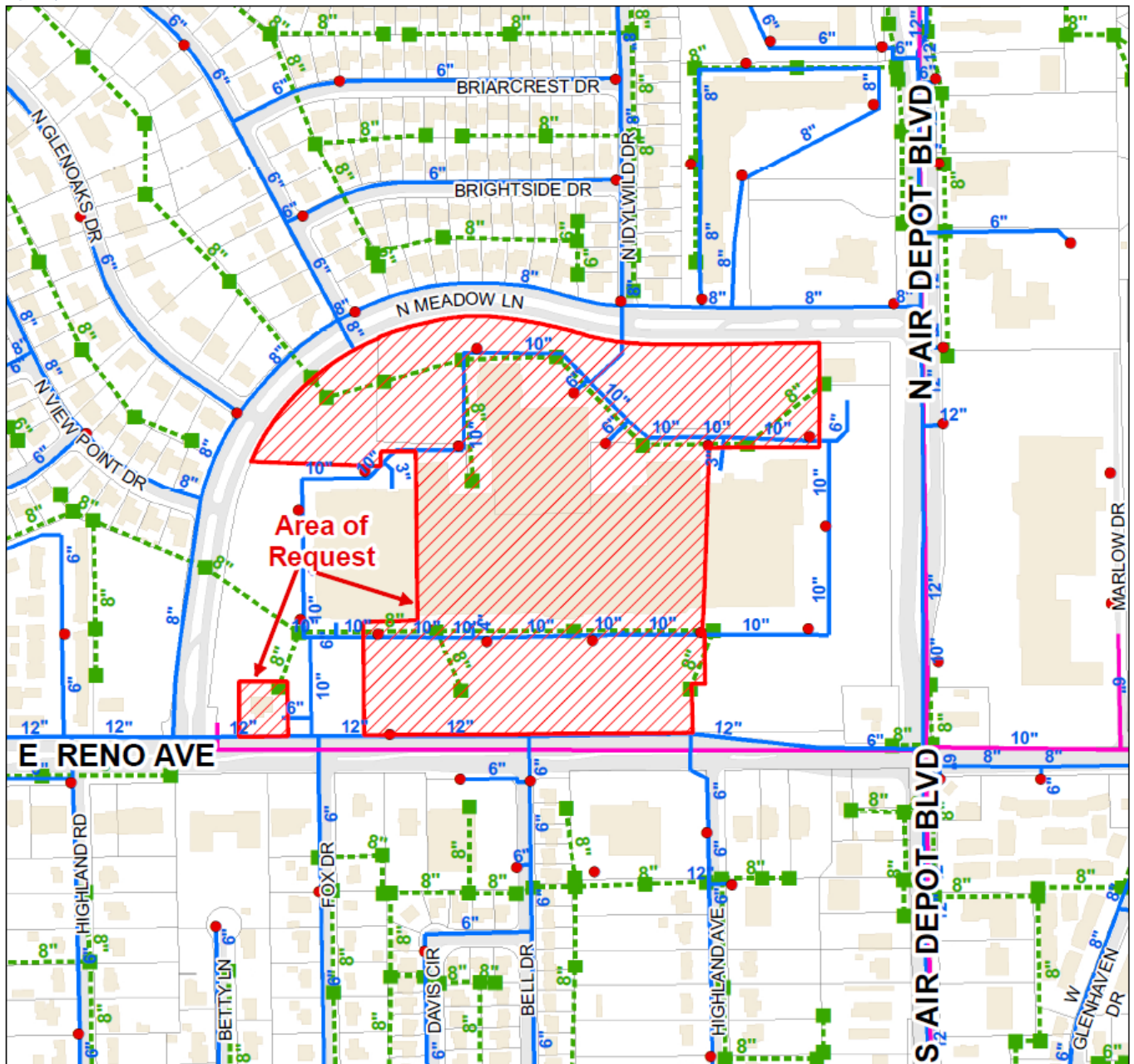
0 400 800 Feet

1 inch = 400 feet

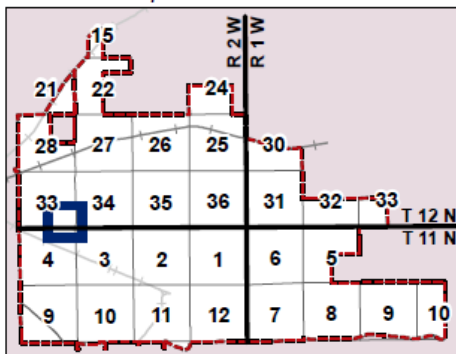
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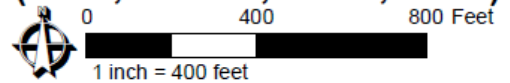
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2168
(SE/4, Sec 33, T12N, R2W)**



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Design Statement of the PLANNED UNIT DEVELOPMENT OF
**HERITAGE PARK MALL – DIGITAL
DYNASTY PLAZA**

Midwest City, Oklahoma

Friday May 3, 2024 (REV)

Revised June 20, 2024

Developer:

ABAB, INC
7008 NW 16th Street, Apt. 1105
Oklahoma City Oklahoma

Prepared by:

VFE Consulting
34001 Thunderbird Ridge
Norman, OK. 73026
Attn: Greg Vance

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1.0 Introduction

THIS PLANNED UNIT DEVELOPMENT is revised the 3rd day of May 2024, this Planned Unit Development contemplates a mixed development with residential and commercial areas. It will be divided into tracts as deemed by the Owner/Developer.

The developer is requesting a rezoning of this property to a PUD and is submitting an application for rezoning. Upon approval, the application will prepare a preliminary and final plat for this property.

2.0 Legal Description

PARCEL 1 – (Property Address - 6707 E. Reno Ave.)

BLOCKS FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) IN HERITAGE PARK MALL, A RE-SUBDIVISION OF BLOCKS 3, 4 AND 5 OF MIRACLE MILE ADDITION, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF.

Owner: ABAB Inc.
7008 NW 16th Street, Apt. 1105
Oklahoma City, OK 73127

PARCEL 2 – (Property Address – 6777 E. Reno Ave.)

LOT THREE (3) IN HERITAGE PARK MALL, A RE-SUBDIVISION OF BLOCKS 3, 4 AND 5 MIRACLE MILE ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

Owner(s): Bahreini Ahmad & Shakiba Nasser, (Husband and Wife)
14501 N. Western Ave.
Edmond, OK 73013-1828

3.0 The Developer

The developer of the Planned Unit Development of Heritage Park Mall – Digital Dynasty Plaza is ABAB, Inc. of Oklahoma City, Oklahoma, Mr. Ahmad Bahreini, President/CEO.

4.0 Site and Surrounding Development

4.1 Site Topography

The site varies and is relatively flat with gentle slope starting on the eastern portion of the site and sloping towards westerly boundary. This site is developed and is covered with asphalt paving with minimal tree cover contained within existing landscape islands.

4.2 Soil Condition

The soils is of the Renfrow-vernon-bethany association; shallow, nearly level to sloping, loamy and clayey soils.

4.3 Surrounding Site

The site is presently zoned C-3, Community Commercial Development District. Surrounding properties are zoned or developed as follows:

West: N. Meadow Lane forms the western boundary of the site. This area contains Residential and Multi-Family housing and Life Church resides within the existing westerly old Dillard's location adjacent to the PUD boundary.

North: N. Meadow Lane forms the northern boundary of the site. This area contains Residential and Commercial, with Restaurants.

East: N. Air depot Blvd. Commercial C-3, Community Commercial Development District and the City of Midwest City is the current owner of the existing Sear's building on the easterly boundary of this new PUD application.

South: Reno Ave., Commercial C-3, Business and Mercantile businesses with portions of residential development entrances.

5.0 Concept

The concept for this Planned Unit Development is to provide a cohesive mixed-use development containing both multi-family residential uses, commercial uses, agricultural use in the form of a vertical aquaponics farm, and biomass manufacturing in the form of a microbiomass manufacturing facility as an accessory use associated with the vertical aquaponics farm. The proposed aquaponics system combines aquaculture (raising fish) and hydroponics (growing plants in water) in a symbiotic environment. The proposed biomass manufacturing facility will be accessory to the vertical aquaponics farm and would convert organic waste produced from the aquaponics farm into energy or biofertilizers through processes like anaerobic digestion or composting..

The proposed multi-family residential uses will be dedicated to the existing Ward's and Wilson's or A-Z existing mercantile buildings, located on the North side of the existing Mall building. The remaining commercial zoning will remain the same to allow the Mall to re-open for commercial use. Electrical power will be generated by covered parking space structures and roof mounted solar panel units.

5.1 Conformance with the Comprehensive Plan, the Heritage Park Mall Area Urban Renewal Plan and the Air Depot Corridor Plan

This Planned Unit Development is in conformance with the Comprehensive Plan, the Heritage Park Mall Area Urban Renewal Plan ("Urban Renewal Plan") and the Air Depot Corridor Plan. A mixed land-use design concept is encouraged under these Plans for obsolete retail sites. The Comprehensive Plan states that the City should support the reuse of vacant retail store sites with various types of office and residential uses. Comprehensive Plan Chapter 4, pgs. 4-25. Goal Five (5) under the Comprehensive Plan states that the City should encourage a quality housing environment with the City that meets the needs of a variety of people. The Comprehensive Plan encourages multi-family residential use to be

located adjacent to arterial roadways. Comprehensive Plan Chapter 4, pgs. 4-28. The Comprehensive Plan encourages a mixture of different residential uses for Special Planning Areas, which includes this Planned Unit Development Subject Property. Comprehensive Plan, Chapter 6, pgs. 6-29.

The Comprehensive Plan states that the City should be supportive and encourage the redevelopment of vacant non-residential uses such as vacant strip retail areas, to be redeveloped as mixed-use development, multi-family units and single-family attached units. Comprehensive Plan, Chapter 6, pgs. 6-29.

For the Heritage Park Mall property, the Comprehensive Plan states that the site could be a location for a major redevelopment effort that would include a variety of new land uses and buildings, just as is provided for in this Planned Unit Development. Comprehensive Plan, Chapter 8, pgs. 8-13.

This Planned Unit Development is also in conformance with the Heritage Park Mall Urban Renewal Plan and the Air Depot Corridor Plan as it contemplates a major redevelopment of the Subject Property that would include a variety of new land uses and redevelopment of the vacant retail buildings, redeveloped as a mixed-use development, including multi-family residential uses, commercial uses and agricultural use in the form of a vertical aquaponics farm and accessory biomass manufacturing.

6.0 Service Availability

Due to the location and age of the existing Mall Facility and Planned Unit Development within the area of Midwest City, all services are presently available to serve this site. The services are as follows:

6.1 Streets

Adjacent to Reno Avenue, N. Air Depot and N. Meadow Lane, all roads are existing and paved.

6.2 Sanitary Sewer

Sanitary sewer facilities exist and currently extend off-site to public sewer system.

6.3 Water

Multiple City water mains connect to the existing mall and tenant locations.

6.4 Fire Protection

Fire protection is present to all existing building facilities within the mall, modifications and fire protection systems will be required per code.

6.5 Gas, Electricity, and Telephone

Adequate utility lines are available on site, this Planned Unit Development site, additional electrical power will be generated by covered parking space structures and roof mounted solar panel units. Final utility design calculations will be provided in construction

documents issued for permitting once re-zoning is approved. All new residential multi-family units will be individually metered.

7.0 Special Development Regulations

This Planned Unit Development contemplates a mixed development with residential and commercial areas. It will be divided into tracts as deemed by the Owner/Developer.

7.1 Use and Development Regulations

The concept for this Planned Unit Development is to provide a cohesive mixed use development containing both multi-family residential uses, commercial uses, and agricultural use in the form of a vertical aquaponics farm, and biomass manufacturing in the form of a microbiomass manufacturing facility as an accessory use associated with the vertical aquaponics farm. The proposed aquaponics system combines aquaculture (raising fish) and hydroponics (growing plants in water) in a symbiotic environment. The proposed biomass manufacturing facility will be accessory to the vertical aquaponics farm and would convert organic waste produced from the aquaponics farm into energy or biofertilizers through processes like anaerobic digestion or composting.

R-HD Multi-family residential development will be permitted in existing Tenant spaces identified in Exhibit B, will be dedicated to the Ward's and Wilson's or A-Z existing mercantile buildings. The remaining commercial zoning will remain the same to allow the Mall to re-open for commercial use.

The multi-family residential density for Parcel 1 and Parcel 2 shall be in accordance with the R-HD Zoning District as provided under the Midwest City Zoning Ordinance.

Parcel 1: R-HD Multi-family
C-3 Community Commercial
A-1, Agricultural District, limited to a vertical aquaponics farm and associated microbiomass manufacturing facility
Multi-Family residential use to include, but not be limited to, Wilson's (New Apartments)
87,666 s.f.
29,222 s.f. per floor (times 3-floors)
(12) 1 - Bedroom Units
(36) 2 - Bedroom Units
Total Building square footage: 248,721 s.f.

Parcel 2: R-HD Multi-family
C-3 Community Commercial
A-1, Agricultural District, limited to a vertical aquaponics farm and associated microbiomass manufacturing facility
Multi-Family residential use to include, but not be limited to, building square footage (New Apartments): 118,444 s.f.
Existing Auto Maintenance Store: 14,616 s.f.

7.2 Additional Use and Development Regulations

The development regulations of each parcel and/or tenant space shall conform with the zoning requirements as approved by the City of Midwest City.

8.0 Access

8.1 Determination of the need for and the subsequent design of the improvement would be subject to the requirements and approval of the Engineering & Construction Services department.

9.0 Screening and Landscaping

9.1 Sight-proof screening shall be required on any portion of the PUD per the requirements and approval of the Engineering & Construction Services department.

10.0 Signs

All free-standing and attached signs shall conform with the zoning district and shall be installed to the requirements and approval of the Engineering & Construction Services department of Midwest City.

11.0 Parking

11.1 Parking is existing, all parking requirements for new development(s) shall meet current parking requirements.

11.2 Parking and maneuvering within the existing parking lot(s) shall be permitted.

12.0 Lighting

All outdoor lighting in all areas are existing, all new lighting shall not be directed or reflected toward adjacent residential properties and meet Midwest City Engineering & Construction Services requirements for minimum lighting foot candles.

13.0 Architecture

All existing exterior building materials shall be acceptable, new building exterior material selections shall follow Planning and Zoning requirements of the City of Midwest City.

14.0 Ownership and Maintenance of Common Area/Open Space

The property owner shall be responsible for maintenance of all common/open space areas.

15.0 Amenities and Other Matters

15.1 Storm drainageways are existing within the development and will remain in place and intact. Any renovations to the existing storm drainage systems as part of any exterior renovations will be submitted for review and approval of the Midwest City Engineering & Construction Services.

15.2 Within the Planned Unit Development there will be provided green spaces, recreational facilities and community services. Social amenities to be included will be a community event center, playground and indoor walking trail. The development shall include modern street lighting, pedestrian pathways and security measures to enhance the safety and comfort of residents.

In conjunction with the vertical aquaponics farm, agro-therapy programs will be provided, along with various plant-related activities. Community residents will be able to participate in therapeutic gardening.

Included among the amenities to be provided for community residents will be exercise facilities, and entertainment options, community gardens and convenient access to retail shops.

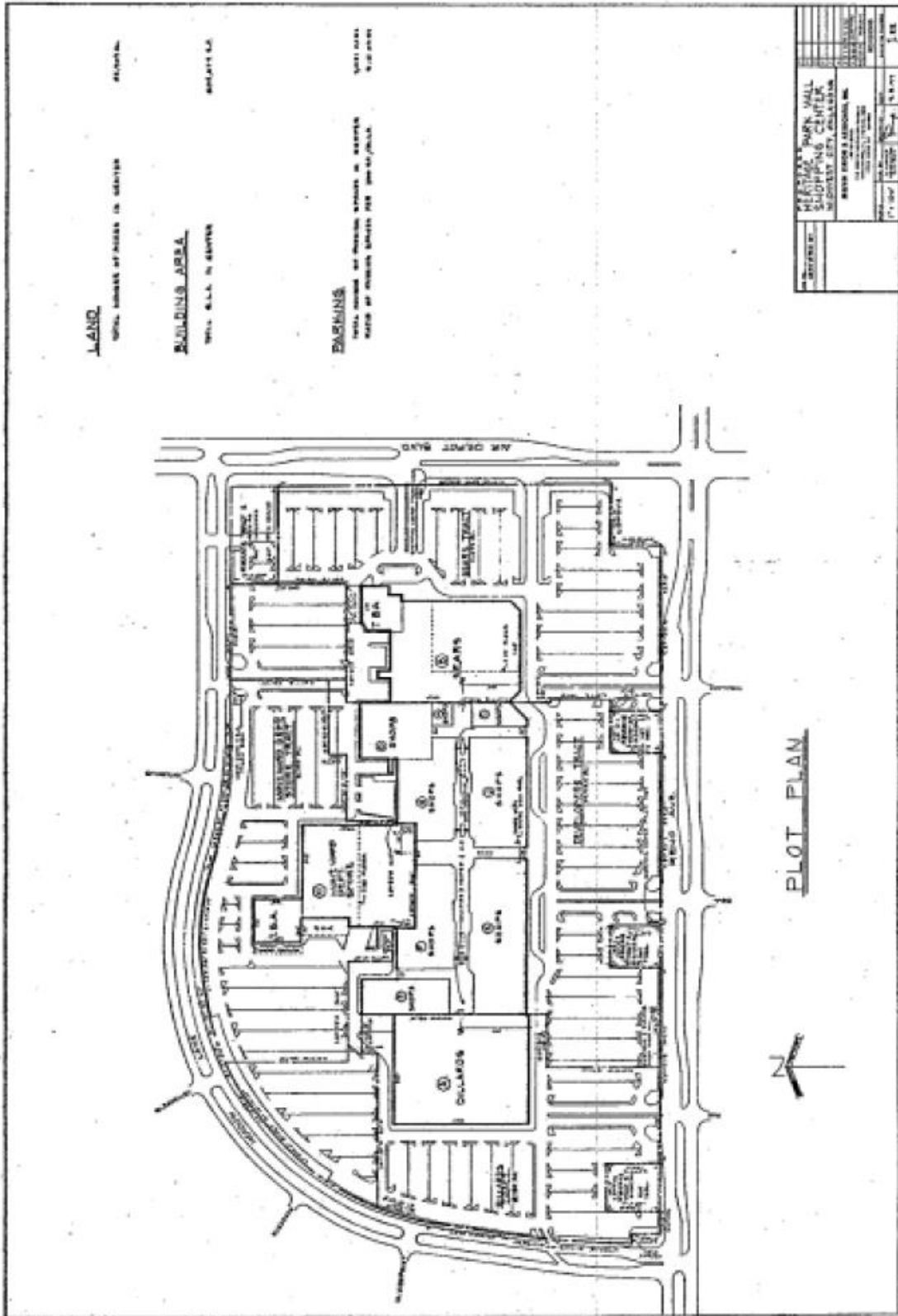
16.0 Exhibits

The following exhibits are hereby attached and incorporated into this PUD.

These are:

- Exhibit A: Existing Master Development Plan
- Exhibit B: New Master Development Plan
- Exhibit C: Overview of proposed redevelopment project
- Exhibit D: Addressing Blight and Revitalizing Heritage Park Mall: A Synergy with the Urban Renewal Plan

Exhibit A:



SHOPPING CENTER TRACT
LEGAL DESCRIPTION
FOR HERITAGE PARK MALL

A part of Blocks 3, 4, and 5 in MIRACLE MILE ADDITION to Midwest City, Oklahoma County, Oklahoma, according to the plat thereof recorded in Book 41, Page 42, Oklahoma County Records, Oklahoma;

said land is more particularly described by metes and bounds as follows,
to-wit:

COMMENCING at the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 33, Township 12 North, Range 2 West of the I.M.; thence North $0^{\circ}22'30''$ West on the East line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 210 feet; thence South $89^{\circ}53'$ West a distance of 50 feet to the point or place of beginning; said point being on the West right-of-way line of Air Depot Blvd.; thence North $0^{\circ}22'30''$ West on the West line of said Air Depot Blvd. and parallel to the East line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 858.03 feet; thence South $89^{\circ}53'$ West and parallel to the South line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of 253.33 feet; thence North $0^{\circ}07'$ West a distance of 120.00 feet to a point on the South right-of-way line of North Meadow Lane; thence due West on the South right-of-way line of North Meadow Lane for a distance of 377.81 feet to a point of tangency of a curve; thence Westerly on the arc of a curve to the right having a radius of 1212.55 feet and a central angle of $16^{\circ}23'42''$ and a chord of 345.79 feet bearing North $81^{\circ}48'09''$ West, and on said Southerly right-of-way line of North Meadow Lane for a distance of 346.97 feet to a point of tangency with a reverse curve; thence Westerly and Southwesterly on the arc of a curve to the left having a radius of 727 feet; a central angle of $97^{\circ}23'42''$ and a chord of 1092.30 feet bearing South $57^{\circ}41'51''$ West and on the Southerly and Easterly right-of-way line of North Meadow Lane for a distance of 1235.80 feet to a point of

SHOPPING CENTER TRACT

tangency; thence South $9^{\circ}00'$ West on the Easterly right-of-way line of said North Meadow Lane for a distance of 171.59 feet to a point of tangency of a curve; thence Southerly on the arc of a curve to the left having a radius of 2,445.47 feet and a central angle of $7^{\circ}56'48''$ and a chord of 338.91 feet bearing South $5^{\circ}01'36''$ West, and on the Easterly right-of-way line of said North Meadow Lane for a distance of 339.18 feet; thence North $89^{\circ}53'$ East for a distance of 24.50 feet; thence South $0^{\circ}07'$ East for a distance of 70 feet to a point 80 feet North of the South line of said Southeast Quarter (SE $\frac{1}{4}$) said point being on the North right-of-way line of East Reno Avenue; thence North $89^{\circ}53'$ East on the North right-of-way line of East Reno Avenue and parallel to the South line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 57.50 feet; thence North $0^{\circ}07'$ West a distance of 140 feet; thence North $89^{\circ}53'$ East a distance of 125 feet; thence South $0^{\circ}07'$ East a distance of 140 feet to a point on the North right-of-way line of East Reno Avenue; thence North $89^{\circ}53'$ East on the North right-of-way line of East Reno Avenue for a distance of 507.78 feet; thence North $0^{\circ}07'$ West for a distance of 130 feet; thence North $89^{\circ}53'$ East for a distance of 108 feet; thence South $0^{\circ}07'$ East for a distance of 130 feet to a point on the North right-of-way line of East Reno Avenue; thence North $89^{\circ}53'$ East on the North right-of-way line of East Reno Avenue for a distance of 444 feet; thence North $0^{\circ}07'$ West for a distance of 130 feet; thence North $89^{\circ}53'$ East for a distance of 108 feet; thence South $0^{\circ}07'$ East for a distance of 130 feet to a point on the North right-of-way line of East Reno Avenue; thence North $89^{\circ}53'$ East on the North right-of-way line of East Reno Avenue for a distance of 425 feet to a point 210 feet West of the East line of said Southeast Quarter (SE $\frac{1}{4}$); thence North $0^{\circ}22'30''$ West and parallel to the East line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 130 feet; thence North $89^{\circ}53'00''$ East and parallel to the South line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 160 feet to the point or place of beginning.

Containing 45.907 acres more or less.

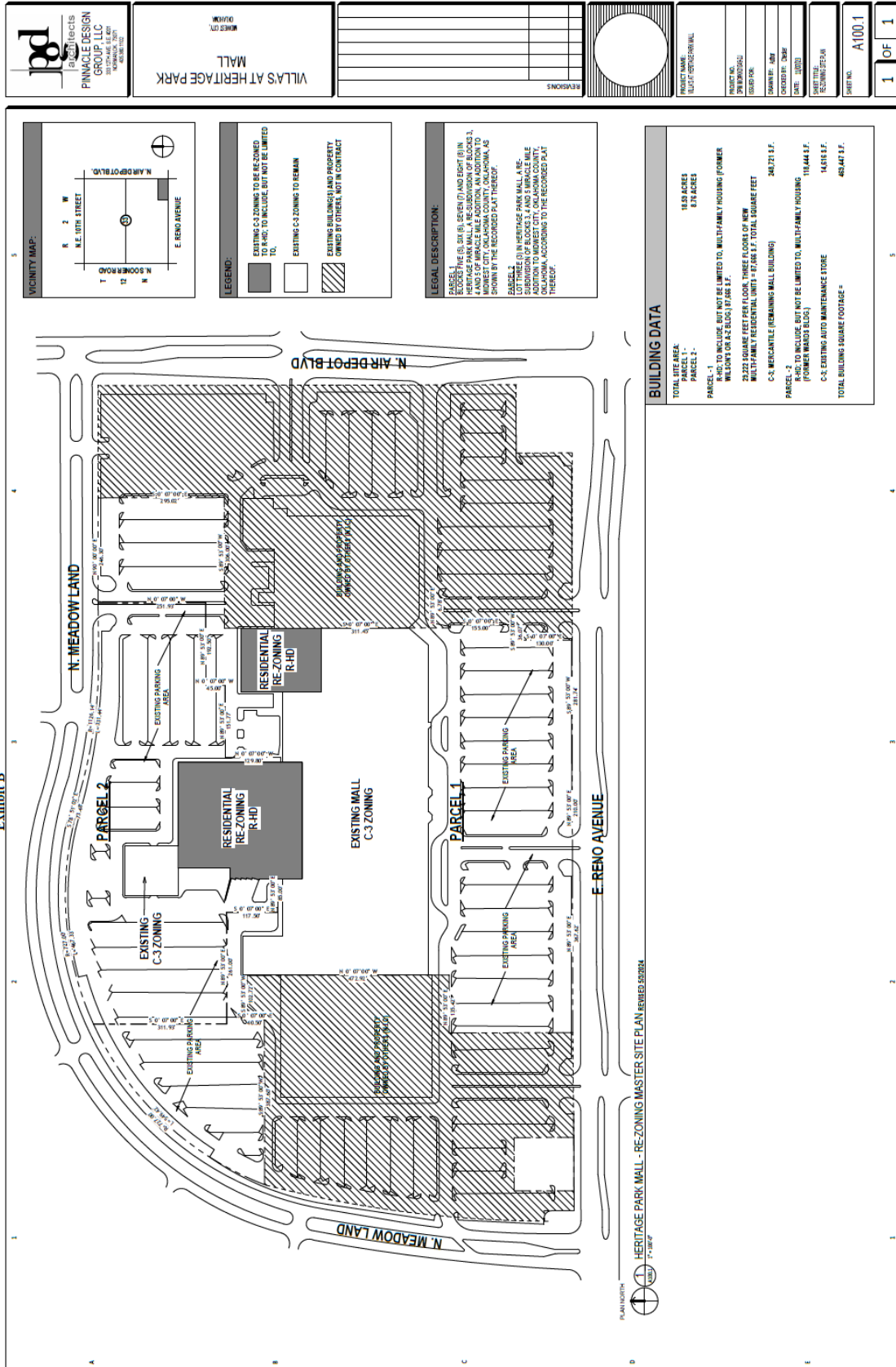


Exhibit B

BUILDING DATA

TOTAL SITE AREA:

PARCEL 1 -	18.59 ACRES
PARCEL 2 -	8.76 ACRES

PARCEL - 1

R-HD; TO INCLUDE, BUT NOT BE LIMITED TO, MULTI-FAMILY HOUSING (FORMER WILSON'S OR A-Z BLDG.) 87,666 S.F.

29,222 SQUARE FEET PER FLOOR, THREE FLOORS OF NEW MULTI-FAMILY RESIDENTIAL UNITS = 87,666 S.F. TOTAL SQUARE FEET

C-3; MERCANTILE (REMAINING MALL BUILDING)	248,721 S.F.
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PARCEL - 2

R-HD; TO INCLUDE, BUT NOT BE LIMITED TO, MULTI-FAMILY HOUSING (FORMER WARDS BLDG.)	118,444 S.F.
--	--------------

C-3; EXISTING AUTO MAINTENANCE STORE	14,616 S.F.
--------------------------------------	-------------

TOTAL BUILDING SQUARE FOOTAGE =	469,447 S.F.
--	---------------------

Exhibit C



Digital Dynasty Institute NGO

Dear prospective partner, sponsor, supporting agency, etc.,

The following document is a brief overview of “Our Unity Project Area”. Our corporation and NGO is a redevelopment startup and political organization dedicated to sustainable agriculture, energy, housing, and education, emphasizing best practices in implementation. With the emergence of new technologies, partnered with the need for a more sustainable way to meet the demands of the global food and housing crisis, collaboration and partnership are key to meeting those demands.

Certain Members of our Board of Directors' research works have been published by Optica, the American Physical Society, the Institute of Electrical and Electronics Engineers, the American Institute of Physics, and many other prominent publications. They have done extensive research in the areas of photovoltaic materials and will be a viable resource for our energy projects in collaboration with our partners.

Another internal company goal is to merge existing financial and data collection technologies with the above-mentioned areas of focus. Other Members of our Board of Directors have helped develop software for companies such as Fundera by Nerd Wallet.

Our company prides itself on being an advocate and innovator of tokenization and smart-climate environments that will give Mother Nature the much-needed break she deserves.

We value the Sustainable Development Goals of the United Nations, so much so that we have weaved certain goals within the framework of our company.

Thanks for your time,
Alexandria Mu El

*Secretary of Digital Dynasty Institute NGO
& CEO*

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Phase 3: 30,000 Sq Ft Vertical Aquaponics Farm and Micro Biomass
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Updated February 4th, 2024

Unity and Mending of Old Wounds

Our corporation and NGO, dedicated to research, innovation, and community advancement, has crafted a visionary project—Our Micro Smart City Concept—that aligns seamlessly with the aspirations and needs of the people of Midwest City, its Municipal Agency, and Federal Policies. This endeavor is designed to propel progress and foster healing and unity in our shared journey forward.

We recognize and deeply respect the historical context and the need to heal past wounds. Our corporation is driven not only by the pursuit of progress but also by the desire to collaborate in a manner that fosters reconciliation and mutual growth.

We humbly propose a partnership that unites our vision with the municipality's goals to create a dynamic, sustainable, and thriving urban landscape. Together, we can overcome challenges, forge a path to progress, and build a community that will stand as a beacon of innovation and unity for the Public at Large. We would like to work with Midwest City on a phase-by-phase basis for suggestions and improvements along the way to ensure project site success.

Thank you for considering this proposal. We look forward to the prospect of working hand in hand for a brighter future.

Warm regards,
Alexandria Mu El
Alex@dynastyrecorp.com
(405)800-3863
*Secretary of Digital Dynasty Institute NGO
& CEO*

Board of Directors

The Board of Directors shall consist of the following positions, each with its respective responsibilities and authority:

- Chief Executive Officer (CEO)
- Chairman of the Board
- Vice Chairman
- President
- Chief Operating Officer (COO)
- Chief Technology Officer (CTO) I, II
- Chief Sustainability Officer (CSO)
- Chief Renewable Energy Officer (CREO)
- Head of Research Committee
- Special Advisory Board

Some of our members on the Board include:

Chief Executive Officer (CEO)

- **Alexandria Mu El: Commercial Asset Management and Reorganization**, Investor, International Trade and Commerce Scholar (Micro-Smart City Visionary)

Vice Chairman:

- **Saeed Ahadizadeh: Commercial and Residential Real Estate Acquisition Specialist**

Sustainability Officer (CSO)

- **Mohammad Agha Bolorizadeh Ph.D.: Atomic, Optics, and Photonic Professor** published worldwide in Major Energy publications such as APS, Optica, American Institute of Physics, and other prominent Energy publications.

Chief Technology Officer (CTO) I

- **Pouria Pezeshkian.: Software Development Engineer at Uber**, Shopify Plugin App Creator, Tech Entrepreneur, Scientist & Investor (Areas: FinTech, AI, BioTech)

Chief Technology Officer (CTO) II

- **Pouya Tavakoli: Software Development Engineer II at Expedia Group** | Samsung| Capstone| Kubernetes | Go | Python

Chief Renewable Energy Officer (CREO)

- **Mehdi Bolorizadeh Dr: Physicist and Systems Engineer** published worldwide in Major Energy publications such as Cambridge University Press & Assessment,

NASA, Institute of Electrical and Electronics Engineers, and other prominent Energy publications.

Head of Research Committee (HRC)

- Mitra Bolorizadeh Dr. Geneticist published worldwide in Major health publications such as the National Institute of Health, and Genetics Medical Journal.

Special Advisory Board

International Marketing Firm

- United Consulting Group: International Commerce and Trade Networking Firm Shares a network with Ministers of Finance, and those involved in global oil trade etc.

International Inventor Services Firm

- TerraTech Inventor Services: Sustainable Agriculture and Water Inventor Services Assist inventors in developing and refining their agricultural and water-related technologies. Collaborates with teams to enhance prototypes.

Other Board Member and Special-Independent Advisory Agreements are in progress

Planning and Construction

- Donald L. Frick, Architect
President | Pinnacle Design Group, LLC
- Gerald Brinlee, Staff Architect at OU A&E
President | MBK architects/planners
- Small Business Development Center
- NRCS Natural Resources Conservation Service
- Agency of Housing and Urban Development
- United States Department of Agriculture
- Environmental Protection Agency
- National Institute of Food and Agriculture
- World Conference of Mayors

Demographics and Economic Analysis of Midwest City, Oklahoma

In 2021, Midwest City, OK had a population of 58.1k people with a median age of 36.2 and a median household income of \$52,196. Between 2020 and 2021 the population of Midwest City, OK grew from 57,392 to 58,146, a 1.31% increase and its median household income grew from \$49,368 to \$52,196, a 5.73% increase.

The 5 largest ethnic groups in Midwest City, OK are White (Non-Hispanic) (58.3%), Black or African American (Non-Hispanic) (23.4%), Two+ (Non-Hispanic) (7.24%), American Indian & Alaska Native (Non-Hispanic) (2.96%), and White (Hispanic) (2.7%).

None of the households in Midwest City, OK reported speaking a non-English language at home as their primary shared language. This does not consider the potential multi-lingual nature of households, but only the primary self-reported language spoken by all members of the household.

98.5% of the residents in Midwest City, OK are U.S. citizens.

The largest universities in Midwest City, OK are Rose State College (926 degrees awarded in 2021) and Mid-Del Technology Center (140 degrees).

In 2021, the median property value in Midwest City, OK was \$122,600, and the homeownership rate was 56.8%.

Most people in Midwest City, OK drove alone to work, and the average commute time was 22.3 minutes. The average car ownership in Midwest City, OK was 2 cars per household.

Economic Analysis and Demographics provided by Data USA

Summary of the Agritourism Site

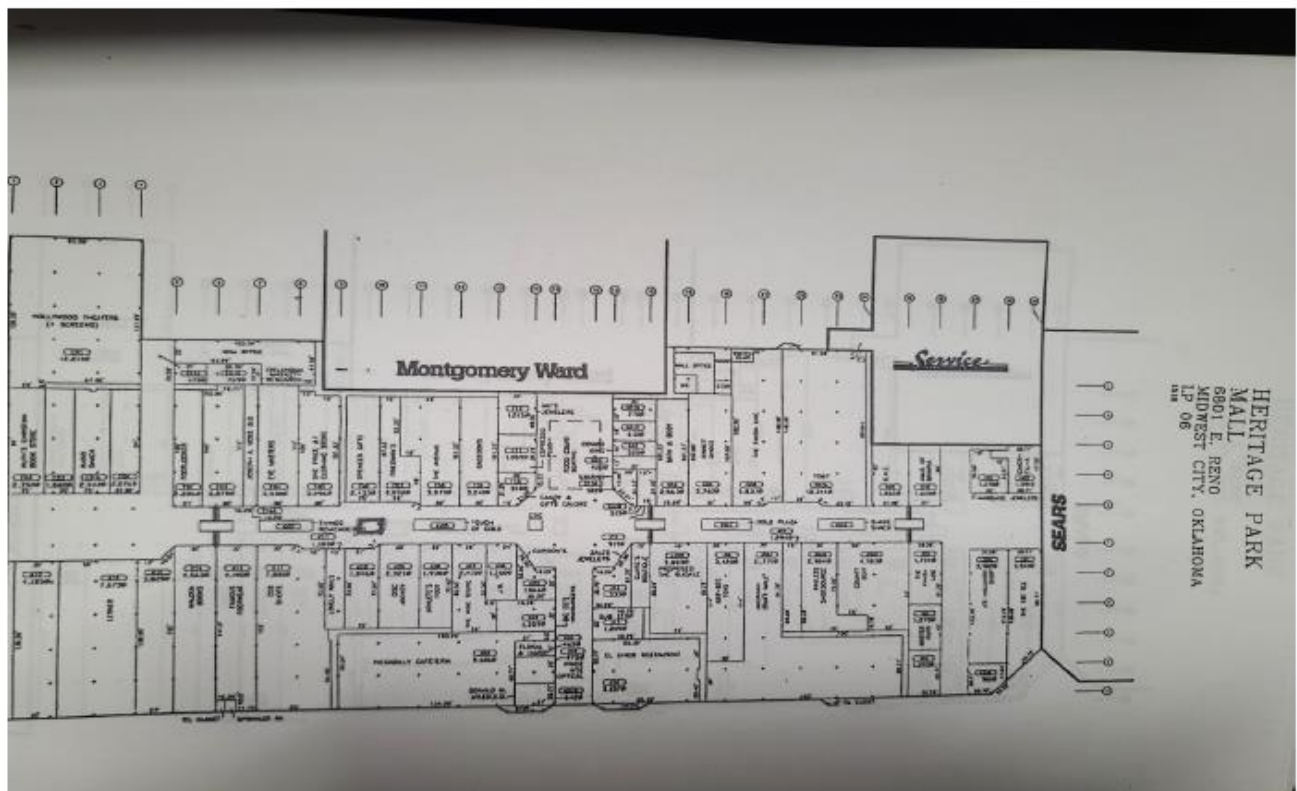
Multi-Use Facilities: We plan to repurpose the mall's infrastructure to accommodate residential spaces, entertainment venues, retail outlets, vertical farms, and clean energy generation, fostering a vibrant and integrated community.

Digital Banking Integration: Our project places a strong emphasis on digital banking services, enabling seamless financial transactions, smart resource management, and enhanced convenience for our residents and businesses. *See: Banking Analysis*

Sustainability: We are committed to environmental stewardship, incorporating state-of-the-art technologies for energy efficiency, waste reduction, and sustainable agriculture practices to create a green and eco-friendly urban environment.

Economic Growth: By fostering an ecosystem of diverse businesses and services, we aim to catalyze economic growth and job opportunities within the smart city, contributing positively to the local economy.

Inclusion of the Family of Nations: Our project will host an International Holistic Hub (medicine from around the world) that will strengthen International Trade and Commerce.



Phase 1: Apartment Retrofit of the Old Service Merchandise



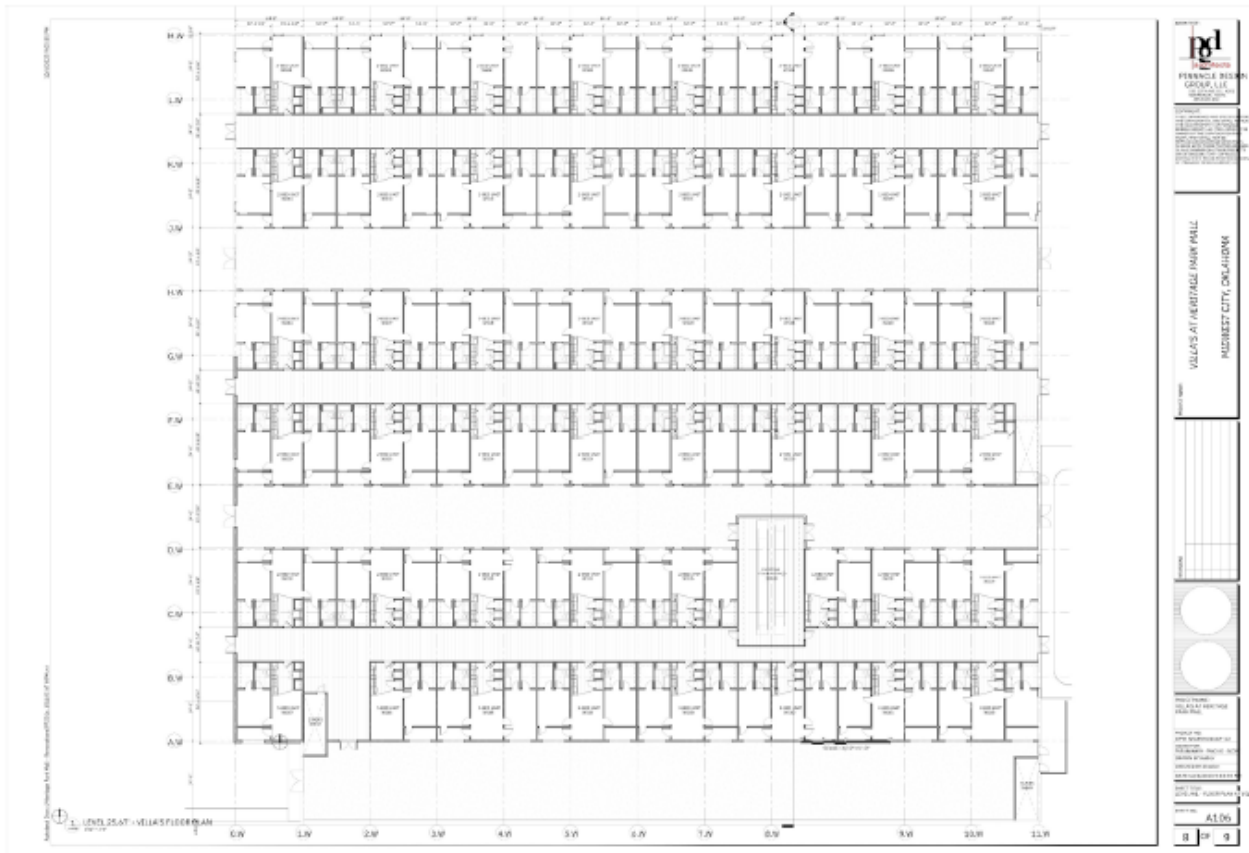
Our innovative housing development will cater specifically to disabled seniors, offering a unique blend of residential comfort and engaging activities. Central to our community is a state-of-the-art commercial aquaponics system, which supports agritherapy programs and various plant-related activities. This will allow residents to immerse themselves in therapeutic gardening, enhancing their physical and mental well-being.

The development will feature a comprehensive range of amenities designed to ensure an enriching lifestyle. Residents will have convenient access to shops, exercise facilities, and entertainment options within the community. To further enhance their experience, we will provide- (This software plan has been omitted for confidentiality purposes).

Our goal is to create a supportive and vibrant environment where disabled seniors can thrive, combining the benefits of modern technology with the healing power of nature. This development promises to deliver the best residential experience, fostering a sense of independence and community for all our residents.

A professional assessment of approximately 12 million dollars will be needed for the retrofit (phase 1 only) in which a host of banks, funds and other financial institutions are interested. This project shall receive federal assistance and may obtain capital via our digital funding mechanism.

Phase 2: Apartment Retrofit of the Old Montgomery Wards and Special Automotive Section



The Old Montgomery Wards will be retrofitted into a Luxury-Energy Efficient Smart Complex. Our planning team has finished the first phase Architectural Drawings and Prints. 3 contractor Bids will be accepted by Professional Contractors. Bank financing or similar institutions shall be used to fund this project. The selection of contractors will be based on their past work, time, cost, etc. Suggestions from Midwest City are welcome and much appreciated. (Rents 1,400++).

The residents will be able to work, play, and live at the Heritage Park Mall Site.

- Granite Countertops
- Mobile Rent Payments
- SMARTHOME
- Balcony/Patio
- Computer desk
- ADA Mobility
- Air Conditioner
- Stainless Steel Appliances
- Veteran-Military Discount
- Garbage disposal
- Mobile Account Management
- Walk-Through Kitchen
- Bundle AutoPay Discount
- Energy Efficient Appliances
- Patio/Balcony
- Dishwasher
- SMART Door Lock
- Covered, Reserved Parking
- Pet-Friendly
- Electric Vehicle Charging

Phase 3: 30,000 Sq Ft Vertical Aquaponics Farm (West Retail Wing)



One of the main features of the Unity Project Site will be our beautiful Aquaponics Farm. The Farm will serve as a commodity resource for the Americas, in line with several initiatives currently being implemented by the Federal United States. The Farm will serve as an educational resource for the public of all ages to learn about the sustainable goals of the world. Education surrounding Agriculture Production and International Trade will be at our Aquaponics site.

- The Farm is primarily for therapy, research, education, and production purposes. (This software plan has been omitted for confidentiality purposes).
See: Banking Analysis
- The farm will host field trips, family gatherings, and vacations. It is near our future entertainment venue (Old Theatre), hosting weddings, presentations, etc will be a success.
- Due to the size of the Farm, biomass from the farm is a concern. The Farm will have its own Micro Biomass Manufacturing Facility.

The U.S. Environmental Protection Agency ("EPA"), the U.S. Food and Drug Administration ("FDA"), and the U.S. Department of Agriculture ("USDA") has it's "Winning on Reducing Food Waste Initiative" that our company is in line with.

Special considerations are being made to host Sustainable Development Exhibits that the public can participate in similar to the Science Museum of Oklahoma.

Micro Biomass Manufacturing Facility (West Retail Wing)



Community-Based Biomass Manufacturing

Participatory initiatives like community gardens, composting centers, or small-scale biogas units that engage the public in sustainable biomass utilization. These projects often provide hands-on learning experiences and workshops for community members.

We will have tours available, workshops, and educational programs. Our Farm will welcome public participation and aim to raise awareness about sustainable biomass practices and their environmental benefits.

Aquaponics System and Biomass Facility: Therapeutic Jobs for Veterans

Our housing development integrates a cutting-edge aquaponics system and biomass facility, which not only support sustainable agriculture but also create therapeutic job opportunities for veterans. Here's how these systems will function and benefit veterans:

Aquaponics System

Overview:

The aquaponics system combines aquaculture (raising fish) and hydroponics (growing plants in water) in a symbiotic environment. The fish waste provides an organic nutrient source for the plants, while the plants help to filter and purify the water for the fish.

Fish Care and Maintenance:

Veterans will be involved in feeding, monitoring, and caring for the fish. This role promotes responsibility and provides a calming routine.

Plant Cultivation:

Tasks include planting, nurturing, and harvesting vegetables and herbs. This work fosters a connection to nature and a sense of accomplishment.

System Monitoring and Maintenance:

Veterans will oversee the system's health, ensuring that water quality, temperature, and nutrient levels are optimal. This technical aspect can be intellectually stimulating and rewarding.

Biomass Facility

Overview:

The biomass facility converts organic waste into energy or biofertilizers through processes like anaerobic digestion or composting. This promotes sustainability and reduces waste.

Organic Waste Collection and Sorting:

Veterans will manage the collection and sorting of organic waste materials, which supports physical activity and teamwork.

Operation and Monitoring of Biomass Processes:

Veterans will be trained to operate and monitor the biomass conversion processes. This role involves technical skills and problem-solving, providing a sense of purpose and engagement.

Production of Biofertilizers:

Veterans will be involved in producing and packaging biofertilizers, which can be used within the community's gardens or sold. This fosters a sense of contribution to the community's sustainability efforts.

Benefits for Veterans

Therapeutic Value:

Working with plants and animals can reduce stress, improve mood, and enhance overall mental health. The routine and physical activity associated with these jobs provide a therapeutic outlet.

Skill Development:

Veterans will acquire valuable skills in sustainable agriculture, aquaponics, and biomass management, which can be applied to future employment opportunities.

Sense of Community and Purpose:

Engaging in meaningful work within the community fosters a sense of belonging and purpose, helping veterans transition to civilian life.

The combination of physical activity, technical tasks, and interaction with nature promotes holistic wellness, addressing both physical and mental health needs.

Phase 4: East and West Retail Wing Features



Phase 4: East and West Retail Wing store footprint(s) will remain the same. The East Wing will house a 12,000 sq ft International Holistic Hub. Natural Medicines from around the world will be housed in one location as a symbol of unity.

A photo of the producer will be placed with their goods. Producers will get a Q-R Code assigned to them, which will enable the HUB to keep up with product, sales, data, etc.

This HUB will aid producers in underserved countries to access business resources that are in line with the policies of (EXIM)Export-Import Bank of the United States, Food and Agriculture Organization (FAO), the World Bank, and other International Authorities on food sustenance.

Education on the different varieties of plants, locations grown, producers, etc. will provide the public with information on sustainable agriculture practices from around the world, which is a part of the theme of the Site. A cafeteria area will be on the West Retail Wing for field trips, parties, etc.

The Retail Wings will also be home to a Small Business Incubator Hub that will offer services for Inventors, and house/host other Incubators that have a reputation of delivering economic and social success. Education around international trade of goods from the HUB will be at

The Headdress-Religious garb of each Nation will be on display throughout the Retail wings of the Site. A “Unity Tree” with Flags from the Family of Nations similar to the “Flag of Peace” showcased at the United Nations will be on display in the HUB.

Phase 5: Outdoor Solar Field and Awnings



We are launching an innovative solar field project that leverages blockchain technology to enhance transparency and efficiency in renewable energy production. The project aims to develop a large-scale solar energy facility, which will harness the power of the sun to generate clean, sustainable electricity. The solar field will use blockchain technology to securely track and verify energy production, distribution, and consumption. This ensures transparent and tamper-proof records, enhancing trust and accountability among stakeholders.

Initial Coin Offering (ICO):

To fund the development and deployment of the solar field, we will launch an Initial Coin Offering (ICO). Investors can purchase tokens, which represent a share in the project's future energy output and profits. These tokens can be traded on the blockchain, offering liquidity and potential financial returns.

Blockchain technology provides an immutable ledger of all transactions, ensuring that all energy production and financial activities are transparent and secure. The ICO allows for broad participation, enabling individuals and communities to invest in and benefit from renewable energy projects. By funding through an ICO, we align financial growth with sustainable energy development, contributing to global environmental goals.

Our plan is to lower the cost of energy to residents near the project site.

The Board has plans to assist the United States of America in collaboration with the Family of Nations on other Diplomatic and Humanitarian Projects.

Thanks For Your Time

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM RESEARCH & ANALYSIS

Money and Payments: The U.S. Dollar in the Age of Digital Transformation January 2022

The Existing Forms of Money (pg 5)

Money serves as a means of payment, a store of value, and a unit of account. In the United States, money takes multiple forms:

• Central bank money is a liability of the central bank. In the United States, central bank money comes in the form of physical currency issued by the Federal Reserve and digital balances held by commercial banks at the Federal Reserve.

• Commercial bank money is the digital form of money that is most commonly used by the public. Commercial bank money is held in accounts at commercial banks.

• Nonbank money is digital money held as balances at nonbank financial service providers. These firms typically conduct balance transfers on their own books using a range of technologies, including mobile apps.

Digital Assets (pg 11-12)

Technological innovation has recently ushered in a wave of digital assets with money-like characteristics. These “cryptocurrencies” arose from a combination of cryptographic and distributed-ledger technologies, which together provide a foundation for decentralized, peer-to-peer payments.

Cryptocurrencies have not been widely adopted as a means of payment in the United States. They remain subject to extreme price volatility, are difficult to use without service providers, and have severe limitations on transaction throughput.

Many cryptocurrencies also come with a significant energy footprint and make consumers vulnerable to loss, theft, and fraud. Stablecoins are a more recent incarnation of cryptocurrency that peg their value to one or more assets, such as a sovereign currency or commodity. Stablecoins pegged to the U.S. dollar are predominantly used today to facilitate the trading of other digital assets, but many firms are exploring ways to promote stablecoins as a widespread means of payment. A full discussion of stablecoin arrangements is outside the scope of this paper. However, the President’s Working Group on Financial Markets (PWG), along with the Federal Deposit Insurance Corporation (FDIC) and the Office of the Comptroller of the Currency (OCC), recently published a report on payment stablecoins. The PWG report

notes that well-designed and appropriately regulated stablecoins could potentially support faster, more efficient, and more inclusive payment options.

The PWG report also notes, however, that the potential for the increased use of stablecoins as a means of payment raises a range of concerns related to the potential for destabilizing runs, disruptions in the payment system, and concentration of economic power. The PWG report highlights gaps in the authority of regulators to reduce these risks.

To address the risks of payment stablecoins, the PWG report recommends that Congress act promptly to enact legislation that would ensure payment stablecoins and payment stablecoin arrangements are subject to a consistent and comprehensive federal regulatory framework. Such legislation would complement existing authorities regarding market integrity, investor protection, and illicit finance.

Our start-up IS operated in accordance with SEC and other financial regulatory authorities.

President's Working Group on Financial Markets, the Federal Deposit Insurance Corporation, and the Office of the Comptroller of the Currency
INTERAGENCY REPORT ON STABLECOINS
Executive Summary - November 2021

Stablecoins are digital assets that are designed to maintain a stable value relative to a national currency or other reference assets. Today, stablecoins are primarily used in the United States to facilitate trading, lending, or borrowing of other digital assets, predominantly on or through digital asset trading platforms. Proponents believe stablecoins could become widely used by households and businesses as a means of payment. If well-designed and appropriately regulated, stablecoins could support faster, more efficient, and more inclusive payment options. Moreover, the transition to broader use of stablecoins as a means of payment could occur rapidly due to network effects or relationships between stablecoins and existing user bases or platforms.

ABAB Inc and other closely held corporations
History of the Company(s)

Mr. Bahreini has been acquiring properties for the past two decades. He, in the past, has run his private business as a charity which will eventually affect any company. He has been presented with laws that are being implemented by the Federal United States and other International Authorities and has decided to use his portfolio as a Tool for Humanitarian Intervention (Research) and Low-Income housing remediation.

Exhibit D



Digital Dynasty Institute NGO & Redevelopment Corporation

The following is a brief correlative analysis of “Our Unity Project” and the needs of the residents of Midwest City, OK based on their Urban Renewal Plan, Innovation District Study, Air Depot Corridor Plan, 2019 Comprehensive Economic Development Strategy for the Association of Central Oklahoma Governments (ACOG), and 2008 Comprehensive Plan. We have included our NGO purposes which mirror our Corporation.

Addressing Blight and Revitalizing Heritage Park Mall: A Synergy with the Urban Renewal Plan

Introduction

Digital Dynasty Institute NGO and our Redevelopment Corporation are committed to transforming the blighted Heritage Park Mall into a vibrant scientific smart city, aligning with the objectives of the Urban Renewal Plan. Our project is designed to address the existing blight at the mall property, revitalizing the area without relying on public funding. This approach ensures that taxpayer money is preserved, avoiding the pitfalls of publicly funded commercial spaces currently managed by the city. Our Company and NGO are operating in accordance with the timeline given in the Air Depot Corridor plan on pg. 44.

Aligning with the Urban Renewal Plan

1. Tackling Blight:

- **Current Challenges:** The Heritage Park Mall has been a symbol of urban blight, with vacant storefronts, deteriorating infrastructure, and underutilized space contributing to a negative community perception.
- **Our Solution:** Our redevelopment project directly addresses these issues by repurposing the existing infrastructure into a multi-use scientific smart city. This transformation will eliminate blight by creating modern, functional spaces that attract businesses, residents, and tourists.

2. Economic Revitalization:

- **Current Challenges:** The surrounding area has struggled economically due to the decline of the mall, leading to reduced property values and diminished economic activity.
- **Our Solution:** By introducing residential, commercial, and agricultural spaces, our project will stimulate economic growth. The International Trade Business Incubation Hub will attract startups and established companies, creating jobs and fostering innovation. This economic revitalization will uplift the local community, increasing property values and driving economic activity.

Collaborative Efforts with Property Owner *(found in several Midwest City Catalyst plans and City-Wide economic development studies)*

Partnership for Progress:

- **Current Challenges:** The property owner has faced difficulties in maintaining and developing the site to meet current standards and community needs.
- **Our Solution:** We are working closely with the property owner to bring the property up to the required standards. This collaboration includes retrofitting existing structures, implementing sustainable practices, and ensuring compliance with modern building codes. By leveraging our expertise and resources, we are facilitating a seamless transition from a blighted property to a thriving smart city.

Financial Strategy: No Public Funding Required

Relieving Public Burden:

- **Current Challenges:** The city has previously invested public funds into managing commercial spaces with limited success, leading to concerns about further financial waste.
- **Our Solution:** Our project does not rely on public funds for acquisition, eliminating the need for public investment. This approach not only relieves the public of the financial burden but also demonstrates a sustainable model for urban renewal. Securing private and federal funding will ensure that public funds can be allocated to other critical community needs.

Benefits to the Community and City

1. Sustainable Development:

- **Current Challenges:** Sustainable development is often hindered by financial constraints and a lack of comprehensive planning.

- **Our Solution:** Our smart city model incorporates state-of-the-art sustainable practices, from energy-efficient buildings to a large-scale solar field and aquaponics farm. This holistic approach ensures long-term environmental benefits and positions the city as a leader in sustainable urban development.

2. Enhanced Quality of Life:

- **Current Challenges:** The blight and economic decline of the mall area have negatively impacted the quality of life for local residents.
- **Our Solution:** Our project will significantly enhance the quality of life by providing modern housing, green spaces, recreational facilities, and community services. The inclusion of therapeutic job opportunities for veterans and programs for disabled seniors further underscores our commitment to social equity and community well-being.

Conclusion

Our project is a strategic alignment with the Urban Renewal Plan, effectively addressing the blight at Heritage Park Mall and revitalizing the area through private funding. By partnering with the property owner and leveraging innovative, sustainable practices, we are transforming the mall into a smart city that meets modern standards and exceeds community expectations. This approach not only relieves the public of financial burden but also sets a precedent for future urban renewal efforts. Together, we can build a vibrant, sustainable future for Midwest City.

Digital Dynasty Institute NGO

ARTICLE I PURPOSES

“Public Enjoyment Purposes” shall mean one or a combination of the following either domestically and/or internationally.

- Development of commercial and residential Energy via solar or other sustainable energy production hydropower, wind, etc.
- EPA- Environmental Hazardous Site Remediation
- Regenerative Crop Research and Development
- Construction of federally funded housing for HUD or similar low-income housing programs (International Entities, States, etc similar equivalents).
- Federal Business Incubator for Commercial Property owners who are candidates for HUD, DOE, USDA, International Entities, etc. public benefit programs.

- Commercial Property Retrofit(s)-assisting property owners to participate in developments for low-income participants
- Job Creation via Sustainable Commercial Agriculture-Energy-Manufacturing Facilities Developmental Projects.
- Assists the public with inventions (prototypes, patents, etc.) that aid in water and other earth reclamation efforts including *public good*.
- Development of robotic technologies for sustainable agriculture and other production purposes
- Development and deployment of digital payment and data collection technologies for public projects.

Other "Public Enjoyment Purposes" may be adopted that are in accordance with the needs of the Family of Nations surrounding the above-mentioned.

We serve the global low-income, underserved, and Aboriginal-Indigenous individuals and their communities. *{Immediate attention should be brought to the Global Housing-Food Crisis and Intervention must be made without delay}*. Correlative ByLaws and regulatory guidelines will be outlined in the Organization's Certificate of Organization, as amended from time to time (the "Certificate of Organization").

We shall at all times collaborate with applicable Federal Agencies and International Entities to implement the Sustainable Development Goals of the United States of America and the United Nations that are in line with the "public enjoyment purposes" mentioned in this article.

The initiatives in our Unity Project are supported by Holy Roman Civil Catholic Church, The Episcopal Church's 76th General Convention Res. 2009-D035, United States Aug 8th, 1945 ratification of the United Nations Charter. Presidential Executive Order 13107 on Human Rights Treaties, and other corrective measures being set forth by the United States for events surrounding the "Colonial Period" *See: United States International Law Digest 2022*

Our NGO is currently registered with UNESCO and is waiting for consultative status, for direct assistance with international bodies with our Humanitarian Projects.

Our "Unity Project" is a collection of initiatives that have been adopted by the following Federal, State and International Agencies:

Pg. 9. Phase 1: Apartment Retrofit of the Old Service Merchandise: Our Senior Housing Project is in accordance with the following HUD Initiatives: Elderly Low-Income housing, and Innovative Housing Solutions, DOE-HUD-EPA Solar for All Program to provide solar energy to low income individuals.

Pg. 10. Phase 2: *Apartment Retrofit of the Old Montgomery Wards and Special Automotive Section* are initiatives set forth by HUD and the DOE.

Pg. 11. Phase 3: *30,000 Sq Ft Vertical Aquaponics Farm (West Retail Wing)*
This project is composed of several initiatives from the USDA urban farm, smart climate commodities, made in America etc. Other agencies include the Natural Resources Conservation Service NRCS, EPA, and FDA On Reducing Food Waste

Pg. 12-13. Phase 4: *Micro Biomass Manufacturing Facility (West Retail Wing)* This is a Plant Matter composting site due to the size of our Aquaponics Farm, making us ahead of the curve on the Reducing Food Waste and Education on Sustainable Agriculture Practices Initiatives being set forth by the USDA, EPA and FDA. The Veteran Initiatives are being set forth by most state and federal agencies (White House).

Pg. 14. Phase 4: *East and West Retail Wing Features; Our International Holistic HUB (International Farmers Market) and International Trade-Inventor Incubator* is a collection initiatives set forth by the United Nations, (EXIM)Export-Import Bank of the United States, Food and Agriculture Organization (FAO), the World Bank, and other International Authorities on food sustenance. This portion of the project is special, allowing for U.S citizens to learn how to conduct international trade while merging them with underserved producers worldwide, this will spur growth in both the made in America initiative and self-determination efforts of the underserved producer.

Our NGO has dozens of contacts with Unemployed Engineers who have water waste and other inventions as a gift for the Family of Nations. We will put forth a collaborative effort with small and large companies, multinational corporations, and international bodies to protect their intellectual property and launch inventions that will give global impact.

Pg.15. Phase 5: *Outdoor Solar Field and Awnings;* this project is an initiative that is being set forth by the DOE and our strongest scientific point. Our lead scientist has over 140 energy publications and has been cited over 1000 times worldwide.

The above mentioned are Initiatives (Programs) being set forth by various agencies. We will use the outline of these initiatives and may or may not use funding or technical assistance from the agency sponsoring the initiative, with the exception of the United Nations and its subsidiaries.

Our company is well aware of the monetary situation and is operating in accordance with SEC guidelines regarding the following: International Monetary Policies have been left out for public purposes.

**BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
RESEARCH & ANALYSIS**

• Central bank money is a liability of the central bank. In the United States, central bank money comes in the form of physical currency issued by the Federal Reserve and digital balances held by commercial banks at the Federal Reserve.

• Nonbank money is digital money held as balances at nonbank financial service providers. These firms typically conduct balance transfers on their own books using a range of technologies, including mobile apps.

Correlative Analysis of the Unity Project with the Innovation District Study and the Air Depot Corridor Plan

The Unity Project, encompassing its purposes, scientific team, and the development of a scientific smart city, can be analyzed in correlation with the language and strategic objectives outlined in the Innovation District Study and the Air Depot Corridor Plan. Both of these plans emphasize economic revitalization, technological advancement, and community development, which are central to the Unity Project.

Innovation District Study

Purpose and Vision: The Innovation District Study aims to create a thriving ecosystem that fosters innovation, collaboration, and economic growth. The Unity Project aligns with this vision by:

- **Fostering Innovation:** The scientific smart city is designed to be a hub of technological advancements, encouraging research and development in cutting-edge fields such as AI, IoT, and sustainable technologies.
- **Promoting Collaboration:** The scientific team leading the Unity Project will work closely with local universities, businesses, and government entities to drive collaborative projects and innovations.
- **Economic Growth:** By attracting high-tech companies and startups, the Unity Project aims to stimulate economic growth, much like the goals outlined in the Innovation District Study.

Key Objectives: The Innovation District Study highlights several key objectives that the Unity Project also addresses:

- **Talent Attraction and Retention:** The Unity Project focuses on creating a vibrant environment that attracts top-tier talent, providing state-of-the-art research facilities and a high quality of life.
- **Infrastructure Development:** Both the Innovation District and the Unity Project emphasize the importance of robust infrastructure. The smart city initiative includes advanced digital infrastructure, smart grids, and sustainable urban planning.
- **Business Ecosystem:** The Unity Project aims to cultivate a diverse business ecosystem by supporting startups and established tech companies, aligning with the Innovation District's goal of fostering a dynamic business environment.

Strategic Initiatives:

- **Public-Private Partnerships:** The Unity Project mirrors the Innovation District's approach to leveraging public-private partnerships to fund and develop innovative infrastructure projects.
- **Sustainability and Resilience:** The scientific smart city incorporates sustainable practices and resilient infrastructure, addressing the environmental goals set forth in the Innovation District Study.

Air Depot Corridor Plan

Strategic Vision: The Air Depot Corridor Plan focuses on revitalizing a key commercial corridor through strategic economic development, infrastructure improvements, and community engagement. The Unity Project aligns with this plan through:

- **Economic Revitalization:** By developing the scientific smart city, the Unity Project will drive economic revitalization along the Air Depot Corridor, attracting businesses and increasing commercial activity.
- **Infrastructure Upgrades:** The smart city's infrastructure improvements, including smart transportation systems and green energy solutions, will enhance the overall functionality and appeal of the Air Depot Corridor.

Core Goals: The Air Depot Corridor Plan outlines core goals that are mirrored in the Unity Project:

- **Enhanced Connectivity:** The scientific smart city will improve connectivity within the corridor through smart transportation networks and integrated communication systems.
- **Quality of Life Improvements:** Both plans prioritize enhancing the quality of life for residents. The Unity Project's smart city amenities, such as smart parks and efficient public services, directly contribute to this goal.
- **Business Support:** By providing resources and support for businesses, the Unity Project will help create a thriving commercial environment along the corridor, in line with the Air Depot Corridor Plan's objectives.

Actionable Steps:

- **Infrastructure Investments:** The Unity Project will make significant infrastructure investments, including the development of smart grids and broadband networks, supporting the Corridor Plan's focus on modernizing infrastructure.
- **Community Engagement:** Engaging with the community through educational programs, public consultations, and collaborative projects is a key aspect of both the Unity Project and the Air Depot Corridor Plan.

Synthesis and Conclusion

The Unity Project's alignment with both the Innovation District Study and the Air Depot Corridor Plan underscores its comprehensive approach to urban development, economic revitalization, and technological innovation. By fostering collaboration, enhancing infrastructure, and focusing on sustainable growth, the Unity Project not only adheres to but also amplifies the strategic objectives of these foundational plans. This correlative analysis highlights the Unity Project as a pivotal initiative driving forward the shared vision of creating a vibrant, innovative, and economically robust Midwest City.

Further suggestions on assisting and retaining New Talent in Oklahoma Economic Development Projects can be found in the 2019 Comprehensive Economic Development Strategy for the Association of Central Oklahoma Governments (ACOG):

<https://www.acogok.org/wp-content/uploads/2020/01/ACOG-CEDS-January-2020-Matrix.pdf>

Page 1;

GOAL 3. INNOVATION Grow the region's startup, entrepreneurship, and business innovation ecosystem by providing the support and tools needed for businesses to thrive.

Page 2;

II. TARGET INDUSTRY ANALYSIS INTRODUCTION Despite Oklahoma's long legacy in the oil and gas industry, the Association of Central Oklahoma Governments (ACOG) region has an increasingly diverse economic base in a wide variety of industries. As a state, Oklahoma identifies six target sectors. • aerospace & defense • agriculture & bioscience • energy • transportation & distribution • manufacturing • information & financial services.

Our company and NGO fall into several **TARGET SECTOR** industries for ACOG.

Comprehensive Plan 2008 Chapter 2

Correlative Description: Building a Smart City at Heritage Park Mall

Digital Dynasty Institute NGO and our Redevelopment Corporation are transforming the Heritage Park Mall into a cutting-edge smart city, aligned with the principles outlined in Chapter 2 of the 2008 Comprehensive Plan. This innovative redevelopment project emphasizes sustainability, economic growth, and community well-being.

The Vision: Heritage Park Mall as a Smart City

Our project reimagines the Heritage Park Mall as a vibrant, multi-use community integrating residential, commercial, and agricultural spaces. The development will feature state-of-the-art digital infrastructure, energy-efficient buildings, and sustainable practices to create a holistic urban environment.

International Trade Business Incubation Hub

Central to our project is the establishment of an International Trade Business Incubation Hub. This hub will serve as a catalyst for economic growth, providing resources and support for startups and small businesses engaged in global trade. The hub aims to foster innovation, facilitate access to international markets, and create a network of entrepreneurs dedicated to sustainable development.

Key Features of the International Trade Business Incubation Hub:

- **Global Networking Opportunities:** Connecting local businesses with international partners, investors, and markets.
- **Educational Programs:** Offering training and workshops on international trade, export regulations, and market entry strategies.
- **Resource Access:** Providing access to financial, legal, and logistical support to help businesses scale globally.

- **Innovation Labs:** Dedicated spaces for developing and testing new products and technologies aimed at global markets such as seed-to-sale software and data-payment technologies.

Job Creation and Export Focus

Addressing the need for more jobs, particularly in exporting, is a critical aspect of our project. The International Trade Business Incubation Hub will directly contribute to job creation by:

- **Supporting Local Entrepreneurs:** Helping local businesses expand their reach and create new employment opportunities.
- **Attracting International Companies:** Encouraging foreign companies to establish operations within the smart city, further boosting job opportunities.
- **Educational and Training Programs:** Equipping residents with the skills needed for jobs in international trade, technology, and sustainable practices.

Sustainable Development Goals (SDGs) Integration

Our project aligns with the United Nations Sustainable Development Goals (SDGs), particularly:

- **Goal 8: Decent Work and Economic Growth:** By fostering job creation through the International Trade Business Incubation Hub.
- **Goal 9: Industry, Innovation, and Infrastructure:** Through the development of modern, sustainable infrastructure and support for innovative businesses.
- **Goal 11: Sustainable Cities and Communities:** By transforming the Heritage Park Mall into a smart city that promotes sustainability, inclusivity, and economic resilience.

Collaborative Approach.

Our NGO and Redevelopment Corporation are committed to working closely with local authorities, community members, and international partners to ensure the project's success. We aim to incorporate feedback and suggestions at every phase, fostering a collaborative environment that supports mutual growth and development.

Conclusion

The redevelopment of the Heritage Park Mall into a smart city is a transformative project that combines sustainable practices with economic growth initiatives. The International Trade Business Incubation Hub, Aquaponics system and the focus on job creation around exporting are pivotal to this vision, ensuring that the community thrives in a globalized economy.

Comprehensive Plan 2008 Chapter 4

Correlative Description: Senior Housing Complex in Midwest City, Oklahoma

1. Alignment with Future Land Use Categories:

The senior housing complex proposed by our NGO aligns primarily with the **High-Density Residential Land Use** category as defined in the **Midwest City Future Land Use Plan (Comprehensive Plan 2008)**. This category is intended for traditional apartment-type units in attached living complexes, catering to a demographic that prefers compact living spaces with convenient access to amenities and services.

2. Strategic Location and Design:

The proposed senior housing complex will be strategically located to maximize compatibility with existing land uses and minimize impact from major roadways, aligning with the plan's emphasis on preserving neighborhood integrity and ensuring resident safety. It will also adhere to design concepts such as vertical integration, possibly incorporating ground-floor amenities or services that benefit both residents and the broader community.

3. Support for Community and City Objectives:

In line with Midwest City's goals outlined in the Future Land Use Plan, the senior housing complex will contribute to a balanced and compatible land use pattern. By providing housing options tailored for seniors within existing city limits, it supports sustainable growth practices without expanding geographically. This approach aligns with the city's projection of accommodating future population increases through the redevelopment of existing land.

4. Economic and Social Benefits:

The senior housing complex not only meets demographic housing needs but also enhances the city's economic vitality. It ensures efficient use of public services and infrastructure, minimizing costs associated with urban sprawl. Furthermore, by creating a supportive living environment for seniors, the complex contributes to the overall livability and cultural enrichment of Midwest City, in line with fostering a high quality of life as outlined in the plan.

5. Compatibility and Integration:

To ensure compatibility with neighboring land uses, the senior housing complex will incorporate appropriate buffering, screening, and landscaping measures. These design elements are crucial for enhancing the community's aesthetic appeal and promoting harmonious coexistence between residential and non-residential areas, as emphasized in the plan's guidelines on land use compatibility.

Conclusion

In conclusion, the senior housing complex planned by our NGO exemplifies a proactive approach toward urban development that aligns with the vision outlined in Midwest City's Future Land Use Plan. By focusing on high-density residential development within existing city limits, we contribute to sustainable growth, economic resilience, and community well-being.

Comprehensive Plan 2008 Chapter 6

Our project aligns closely with the objectives and recommendations outlined in Chapter 6 of the 2008 Midwest City Comprehensive Plan for Housing and Neighborhoods. **This chapter emphasizes the need for quality housing, strong neighborhoods, and sustainable development practices.**

Here's a correlative description of how our project aligns with specific aspects of this chapter:

Sustainable Housing and Neighborhoods

Quality Construction and Maintenance:

Chapter 6 underscores the importance of quality construction and maintenance of housing units. Our project prioritizes the use of high-quality, durable materials and modern construction techniques to ensure longevity and reduce the need for frequent maintenance. This aligns with the chapter's call for housing that remains in excellent condition over time.

Accessibility to Schools and Recreational Facilities:

The plan advocates for neighborhoods where schools and recreational facilities are centrally located. Our project design incorporates easy access to these facilities, promoting a family-friendly environment and encouraging community engagement.

Strategic Placement of Non-Residential Land Uses:

We have carefully planned the integration of non-residential land uses such as retail and public services onsite with our residential areas. This strategic placement enhances convenience for residents and supports the chapter's goal of creating balanced, mixed-use neighborhoods.

Community and Belonging

Fostering a Sense of Community:

The chapter highlights the need for neighborhoods where residents can develop a sense of belonging. Our project includes public education around international trade

and social areas that encourage interactions among residents, thereby fostering a strong sense of community.

Opportunities for Social Interaction:

We have designed the project to include various social amenities such as a community event center, playground, and indoor walking trail. These features provide ample opportunities for residents to engage with each other, supporting the chapter's emphasis on social interaction.

Safety and Infrastructure

Emergency Services Accessibility:

Ensuring that emergency services are readily accessible is a priority in the comprehensive plan. Our plan is to strategically work with the City to include nearby or onsite emergency services.

Adequate Lighting and Safety Features:

The plan calls for adequate lighting and other safety features in neighborhoods. Our project shall include modern street lighting, pedestrian pathways, and security measures that enhance the safety and comfort of residents.

Investment and Property Values

Continued Investment in Public and Private Property:

Our project encourages continued investment in the neighborhood through regular maintenance and community-driven initiatives. This aligns with the plan's goal of stabilizing property values and ensuring the long-term economic health of the area.

Environmental Considerations

Proximity to Green Spaces and Trails:

We have ensured that homes in our project are in close proximity to green spaces, hiking, and biking trails currently being constructed and updated by Midwest City.

Preservation of Existing Site Features:

In line with the plan's recommendations, our project preserves existing natural features such as trees and topography. We plan on working closely with the City on designing the layout to minimize the impact on the natural landscape, promoting environmental sustainability and enhancing the aesthetic value of the neighborhood.

Implementation of Model Neighborhood Elements

Anti-Monotony Standards:

To avoid the cookie-cutter effect, our project includes diverse architectural designs and varied building materials. This approach creates a visually appealing neighborhood and aligns with the plan's anti-monotony standards.

Pedestrian Connectivity:

Our project shall emphasize pedestrian connectivity by including extensive sidewalk networks and pedestrian-friendly pathways that link various parts of the neighborhood. This encourages walking and reduces reliance on automobiles, aligning with the chapter's recommendations for pedestrian connections.

Conclusion

By aligning our project with these principles and recommendations from Chapter 6 of the 2008 Comprehensive Plan, we are contributing to the creation of sustainable, vibrant, and high-quality neighborhoods in Midwest City.

Comprehensive Plan 2008 Chapter 8

Alignment of the Scientific Smart City with the 2008 Midwest City Comprehensive Plan Chapter 8:

The development of a scientific smart city aligns seamlessly with the goals and objectives outlined in Chapter 8 of the Midwest City Comprehensive Plan 2008, **focusing on economic development strategies**. Below is a detailed description of how the scientific smart city aligns with the specific language and objectives of Chapter 8.

1. Introduction and Economic Development Targets

Chapter 8 defines economic development as the process influencing the growth and restructuring of an economy to enhance economic well-being, aiming at job creation and improving the quality of life. The scientific smart city initiative supports this definition by:

- **Creating new business/industry:** The smart city will attract tech-driven businesses, fostering innovation and expanding the tax base through increased employment in high-tech sectors.
- **Enhancing existing business/industry:** By integrating smart technologies, existing businesses can enhance their operations, improving efficiency and competitiveness.
- **Attracting outside investment:** The advanced infrastructure and smart city amenities will draw investors and tourists, stimulating local spending.

2. Review of the Goals & Objectives of Chapter 8 of the Comprehensive Plan

Goal 12 of the Comprehensive Plan: Provide a stable, high-quality economic environment.

The smart city aligns with the goal by offering a high-quality live, learn, and play environment through smart infrastructure, which includes:

- **Objective 12.1:** Acting as a "business advocate" by simplifying the development process using digital platforms and smart technologies.
- **Objective 12.2:** Establishing high standards for non-residential development with state-of-the-art facilities that meet modern economic demands.
- **Objective 12.3:** Implementing key image enhancement projects through smart city initiatives, improving urban aesthetics and functionality.
- **Objective 12.4:** Promoting primary job creation by attracting tech firms and startups that export services and products globally.
- **Objective 12.5:** Increasing high-paying jobs by developing sectors such as IT, R&D, and engineering within the smart city framework.
- **Objective 12.6:** Develop a target business list focusing on tech-driven enterprises and smart industries.
- **Objective 12.7:** Implementing business retention strategies through continuous innovation and support services for local businesses.

3. Economic Characteristics

Industry Information and Employment Trends:

The scientific smart city will address the current economic characteristics by:

- Expanding employment in professional, scientific, and technical services, is crucial for smart city development.
- Encouraging diversification in industries, moving beyond traditional sectors to incorporate more tech-driven opportunities.

Location Quotient Analysis:

The smart city initiative will focus on developing export industries, crucial for economic expansion. By enhancing sectors with high LQs, such as public administration and other services, and introducing new high-LQ industries like technology and research, the local economy will grow through external investments.

4. Current Economic Development Efforts

Chamber of Commerce and Business Assistance Zones:

The scientific smart city will collaborate with the Chamber of Commerce to provide incentives and support for businesses, ensuring:

- Efficient use of special incentives and business assistance zones to attract high-tech firms.
- Development projects such as the 29th Street/Downtown Redevelopment Project and Tinker Business and Industrial Park (CAN) incorporate smart city technologies to enhance these areas.

Smart city infrastructure will significantly improve the quality of life by:

Image and Design:

Implementing smart city technologies will improve the city's image and design, making it a hub of innovation and modernity.

Housing and Neighborhoods:

Smart housing solutions and smart initiatives will ensure sustainable and high-quality living environments.

Conclusion

The development of a scientific smart city aligns with the economic development strategies outlined in the 2008 Comprehensive Plan for Midwest City by focusing on creating a high-quality economic environment, supporting existing businesses, attracting new industries, and improving the overall quality of life for residents. Through strategic planning and the implementation of advanced technologies, the smart city initiative will drive economic growth and sustainability in line with the objectives and recommendations of Chapter 8.

Further Correlations between Our Unity Project and the needs of the Residents of Midwest City via their 2008 Comprehensive Plan at the request of Midwest City Municipal Corp. and/or its Urban Renewal Authority. The Importance of being a “Business Advocate” is stressed in the comprehensive plan in chapters 2 & 8 in which we are in accordance.

2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM OFFICE/RETAIL LAND USE TO OFFICE/RETAIL AND HIGH DEN-**
5 **SITY RESIDENTIAL LAND USE FOR THE PROPERTY DESCRIBED IN THE RESO-**
6 **LUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
8 lowing described property identified, for future planning purposes, as Office/Retail:

9 For the property described as:

10 Parcel 1- Blocks five (5), six (6), seven (7), and eight (8) in Heritage Park Mall, a re-
11 subdivision of Blocks 3, 4, and 5 of Miracle Mile Addition, an addition to Midwest
12 City, Oklahoma County, Oklahoma, as shown by the recorded plat thereof, also ad-
13 dressed as 6707 E. Reno Ave., Midwest City, OK and;

14 Parcel 2- Lot three (3) in Heritage Park Mall, a re-subdivision of Blocks 3, 4, and 5
15 Miracle Mile Addition to Midwest City, Oklahoma County, Oklahoma, according to
16 the recorded plat thereof, also addressed as 6707 E. Reno Ave., Midwest City, OK.

17 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
18 above referenced property from Office/Retail to Office/Retail and High Density Residential.

19 **WHEREAS**, with the applicant’s request the change in future planning classification complies
20 with the City’s Comprehensive Plan.

21 **WHEREAS**, the applicant has met both state and local notification requirements.

22 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,**
23 **OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

24 That the classification of above described property located in Midwest City, Oklahoma is hereby
25 changed from Office/Retail Land Use to Office/Retail and High Density Residential Land Use
26 on the Comprehensive Plan Map.

27 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
28 homa, on the _____ day of _____, 2024.

29 THE CITY OF MIDWEST CITY, OKLAHOMA

30 _____
31 MATTHEW D. DUKES II, Mayor

32 ATTEST:

33 _____
34 SARA HANCOCK, City Clerk

35 **APPROVED** as to form and legality this _____ day of _____, 2024.

36 _____
DONALD MAISCH, City Attorney

1 **PC-2168**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY DE-**
4 **SCRIBED IN THIS ORDINANCE FROM C-3, COMMUNITY COMMERCIAL DISTRICT TO A**
5 **PUD, PLANNED UNIT DEVELOPMENT GOVERNED BY C-3, COMMUNITY COMMERCIAL**
6 **DISTRICT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP**
7 **TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
8 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 **SECTION 1.** That the zoning district of the following described property is hereby reclassified from C-
12 3, Community Commercial District to a PUD, Planned Unit Development, governed by the C-3, Commu-
13 nity Commercial District, subject to the conditions contained in the PC-2168 file, and that the official
14 Zoning District Map shall be amended to reflect the reclassification of the property’s zoning district as
15 specified in this ordinance:

16 For the property described as:

17 Parcel 1- Blocks five (5), six (6), seven (7), and eight (8) in Heritage Park Mall, a re-subdivi-
18 sion of Blocks 3, 4, and 5 of Miracle Mile Addition, an addition to Midwest City, Oklahoma
19 County, Oklahoma, as shown by the recorded plat thereof, also addressed as 6707 E. Reno
20 Ave., Midwest City, OK and;

21 Parcel 2- Lot three (3) in Heritage Park Mall, a re-subdivision of Blocks 3, 4, and 5 Miracle
22 Mile Addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat
23 thereof, also addressed as 6707 E. Reno Ave., Midwest City, OK.

24 **SECTION 2.** That the PUD master plan is adopted for the property described by the legal description
25 in Section 1. The master plan consists of both a Design Statements and a Master Development Plan Map.
26 The master plan is included in this ordinance as Exhibit A. Any modifications, revisions, or expirations
27 of the PUD master plan will be handled in accordance with Appendix A of the Midwest City Municipal
28 Code.

29 **SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby re-
30 pealed.

31 **SECTION 4. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any
32 reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordi-
33 nance.

34 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the
35 _____ day of _____, 2024.

36 THE CITY OF MIDWEST CITY, OKLA-
HOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2024.

DONALD MAISCH, City Attorney

Exhibit A

Design Statement of the PLANNED UNIT DEVELOPMENT OF
**HERITAGE PARK MALL – DIGITAL
DYNASTY PLAZA**

Midwest City, Oklahoma

Friday May 3, 2024 (REV)

Revised June 20, 2024

Developer:

ABAB, INC
7008 NW 16th Street, Apt. 1105
Oklahoma City Oklahoma

Prepared by:

VFE Consulting
34001 Thunderbird Ridge
Norman, OK. 73026
Attn: Greg Vance

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 - 4.1 Site Topography
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1.0 Introduction

THIS PLANNED UNIT DEVELOPMENT is revised the 3rd day of May 2024, this Planned Unit Development contemplates a mixed development with residential and commercial areas. It will be divided into tracts as deemed by the Owner/Developer.

The developer is requesting a rezoning of this property to a PUD and is submitting an application for rezoning. Upon approval, the application will prepare a preliminary and final plat for this property.

2.0 Legal Description

PARCEL 1 – (Property Address - 6707 E. Reno Ave.)

BLOCKS FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) IN HERITAGE PARK MALL, A RE-SUBDIVISION OF BLOCKS 3, 4 AND 5 OF MIRACLE MILE ADDITION, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF.

Owner: ABAB Inc.
7008 NW 16th Street, Apt. 1105
Oklahoma City, OK 73127

PARCEL 2 – (Property Address – 6777 E. Reno Ave.)

LOT THREE (3) IN HERITAGE PARK MALL, A RE-SUBDIVISION OF BLOCKS 3, 4 AND 5 MIRACLE MILE ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

Owner(s): Bahreini Ahmad & Shakiba Nasser, (Husband and Wife)
14501 N. Western Ave.
Edmond, OK 73013-1828

3.0 The Developer

The developer of the Planned Unit Development of Heritage Park Mall – Digital Dynasty Plaza is ABAB, Inc. of Oklahoma City, Oklahoma, Mr. Ahmad Bahreini, President/CEO.

4.0 Site and Surrounding Development

4.1 Site Topography

The site varies and is relatively flat with gentle slope starting on the eastern portion of the site and sloping towards westerly boundary. This site is developed and is covered with asphalt paving with minimal tree cover contained within existing landscape islands.

4.2 Soil Condition

The soils is of the Renfrow-vernon-bethany association; shallow, nearly level to sloping, loamy and clayey soils.

4.3 Surrounding Site

The site is presently zoned C-3, Community Commercial Development District. Surrounding properties are zoned or developed as follows:

West: N. Meadow Lane forms the western boundary of the site. This area contains Residential and Multi-Family housing and Life Church resides within the existing westerly old Dillard's location adjacent to the PUD boundary.

North: N. Meadow Lane forms the northern boundary of the site. This area contains Residential and Commercial, with Restaurants.

East: N. Air depot Blvd. Commercial C-3, Community Commercial Development District and the City of Midwest City is the current owner of the existing Sear's building on the easterly boundary of this new PUD application.

South: Reno Ave., Commercial C-3, Business and Mercantile businesses with portions of residential development entrances.

5.0 Concept

The concept for this Planned Unit Development is to provide a cohesive mixed-use development containing both multi-family residential uses, commercial uses, agricultural use in the form of a vertical aquaponics farm, and biomass manufacturing in the form of a microbiomass manufacturing facility as an accessory use associated with the vertical aquaponics farm. The proposed aquaponics system combines aquaculture (raising fish) and hydroponics (growing plants in water) in a symbiotic environment. The proposed biomass manufacturing facility will be accessory to the vertical aquaponics farm and would convert organic waste produced from the aquaponics farm into energy or biofertilizers through processes like anaerobic digestion or composting..

The proposed multi-family residential uses will be dedicated to the existing Ward's and Wilson's or A-Z existing mercantile buildings, located on the North side of the existing Mall building. The remaining commercial zoning will remain the same to allow the Mall to re-open for commercial use. Electrical power will be generated by covered parking space structures and roof mounted solar panel units.

5.1 Conformance with the Comprehensive Plan, the Heritage Park Mall Area Urban Renewal Plan and the Air Depot Corridor Plan

This Planned Unit Development is in conformance with the Comprehensive Plan, the Heritage Park Mall Area Urban Renewal Plan ("Urban Renewal Plan") and the Air Depot Corridor Plan. A mixed land-use design concept is encouraged under these Plans for obsolete retail sites. The Comprehensive Plan states that the City should support the reuse of vacant retail store sites with various types of office and residential uses. Comprehensive Plan Chapter 4, pgs. 4-25. Goal Five (5) under the Comprehensive Plan states that the City should encourage a quality housing environment with the City that meets the needs of a variety of people. The Comprehensive Plan encourages multi-family residential use to be

located adjacent to arterial roadways. Comprehensive Plan Chapter 4, pgs. 4-28. The Comprehensive Plan encourages a mixture of different residential uses for Special Planning Areas, which includes this Planned Unit Development Subject Property. Comprehensive Plan, Chapter 6, pgs. 6-29.

The Comprehensive Plan states that the City should be supportive and encourage the redevelopment of vacant non-residential uses such as vacant strip retail areas, to be redeveloped as mixed-use development, multi-family units and single-family attached units. Comprehensive Plan, Chapter 6, pgs. 6-29.

For the Heritage Park Mall property, the Comprehensive Plan states that the site could be a location for a major redevelopment effort that would include a variety of new land uses and buildings, just as is provided for in this Planned Unit Development. Comprehensive Plan, Chapter 8, pgs. 8-13.

This Planned Unit Development is also in conformance with the Heritage Park Mall Urban Renewal Plan and the Air Depot Corridor Plan as it contemplates a major redevelopment of the Subject Property that would include a variety of new land uses and redevelopment of the vacant retail buildings, redeveloped as a mixed-use development, including multi-family residential uses, commercial uses and agricultural use in the form of a vertical aquaponics farm and accessory biomass manufacturing.

6.0 Service Availability

Due to the location and age of the existing Mall Facility and Planned Unit Development within the area of Midwest City, all services are presently available to serve this site. The services are as follows:

6.1 Streets

Adjacent to Reno Avenue, N. Air Depot and N. Meadow Lane, all roads are existing and paved.

6.2 Sanitary Sewer

Sanitary sewer facilities exist and currently extend off-site to public sewer system.

6.3 Water

Multiple City water mains connect to the existing mall and tenant locations.

6.4 Fire Protection

Fire protection is present to all existing building facilities within the mall, modifications and fire protection systems will be required per code.

6.5 Gas, Electricity, and Telephone

Adequate utility lines are available on site, this Planned Unit Development site, additional electrical power will be generated by covered parking space structures and roof mounted solar panel units. Final utility design calculations will be provided in construction

documents issued for permitting once re-zoning is approved. All new residential multi-family units will be individually metered.

7.0 Special Development Regulations

This Planned Unit Development contemplates a mixed development with residential and commercial areas. It will be divided into tracts as deemed by the Owner/Developer.

7.1 Use and Development Regulations

The concept for this Planned Unit Development is to provide a cohesive mixed use development containing both multi-family residential uses, commercial uses, and agricultural use in the form of a vertical aquaponics farm, and biomass manufacturing in the form of a microbiomass manufacturing facility as an accessory use associated with the vertical aquaponics farm. The proposed aquaponics system combines aquaculture (raising fish) and hydroponics (growing plants in water) in a symbiotic environment. The proposed biomass manufacturing facility will be accessory to the vertical aquaponics farm and would convert organic waste produced from the aquaponics farm into energy or biofertilizers through processes like anaerobic digestion or composting.

R-HD Multi-family residential development will be permitted in existing Tenant spaces identified in Exhibit B, will be dedicated to the Ward's and Wilson's or A-Z existing mercantile buildings. The remaining commercial zoning will remain the same to allow the Mall to re-open for commercial use.

The multi-family residential density for Parcel 1 and Parcel 2 shall be in accordance with the R-HD Zoning District as provided under the Midwest City Zoning Ordinance.

Parcel 1:	R-HD Multi-family C-3 Community Commercial A-1, Agricultural District, limited to a vertical aquaponics farm and associated microbiomass manufacturing facility
Multi-Family residential use to include, but not be limited to, Wilson's (New Apartments)	87,666 s.f. 29,222 s.f. per floor (times 3-floors) (12) 1 - Bedroom Units (36) 2 - Bedroom Units
Total Building square footage:	248,721 s.f.
Parcel 2:	R-HD Multi-family C-3 Community Commercial A-1, Agricultural District, limited to a vertical aquaponics farm and associated microbiomass manufacturing facility
Multi-Family residential use to include, but not be limited to, building square footage (New Apartments):	118,444 s.f.
Existing Auto Maintenance Store:	14,616 s.f.

7.2 Additional Use and Development Regulations

The development regulations of each parcel and/or tenant space shall conform with the zoning requirements as approved by the City of Midwest City.

8.0 Access

8.1 Determination of the need for and the subsequent design of the improvement would be subject to the requirements and approval of the Engineering & Construction Services department.

9.0 Screening and Landscaping

9.1 Sight-proof screening shall be required on any portion of the PUD per the requirements and approval of the Engineering & Construction Services department.

10.0 Signs

All free-standing and attached signs shall conform with the zoning district and shall be installed to the requirements and approval of the Engineering & Construction Services department of Midwest City.

11.0 Parking

11.1 Parking is existing, all parking requirements for new development(s) shall meet current parking requirements.

11.2 Parking and maneuvering within the existing parking lot(s) shall be permitted.

12.0 Lighting

All outdoor lighting in all areas are existing, all new lighting shall not be directed or reflected toward adjacent residential properties and meet Midwest City Engineering & Construction Services requirements for minimum lighting foot candles.

13.0 Architecture

All existing exterior building materials shall be acceptable, new building exterior material selections shall follow Planning and Zoning requirements of the City of Midwest City.

14.0 Ownership and Maintenance of Common Area/Open Space

The property owner shall be responsible for maintenance of all common/open space areas.

15.0 Amenities and Other Matters

15.1 Storm drainageways are existing within the development and will remain in place and intact. Any renovations to the existing storm drainage systems as part of any exterior renovations will be submitted for review and approval of the Midwest City Engineering & Construction Services.

15.2 Within the Planned Unit Development there will be provided green spaces, recreational facilities and community services. Social amenities to be included will be a community event center, playground and indoor walking trail. The development shall include modern street lighting, pedestrian pathways and security measures to enhance the safety and comfort of residents.

In conjunction with the vertical aquaponics farm, agro-therapy programs will be provided, along with various plant-related activities. Community residents will be able to participate in therapeutic gardening.

Included among the amenities to be provided for community residents will be exercise facilities, and entertainment options, community gardens and convenient access to retail shops.

16.0 Exhibits

The following exhibits are hereby attached and incorporated into this PUD.

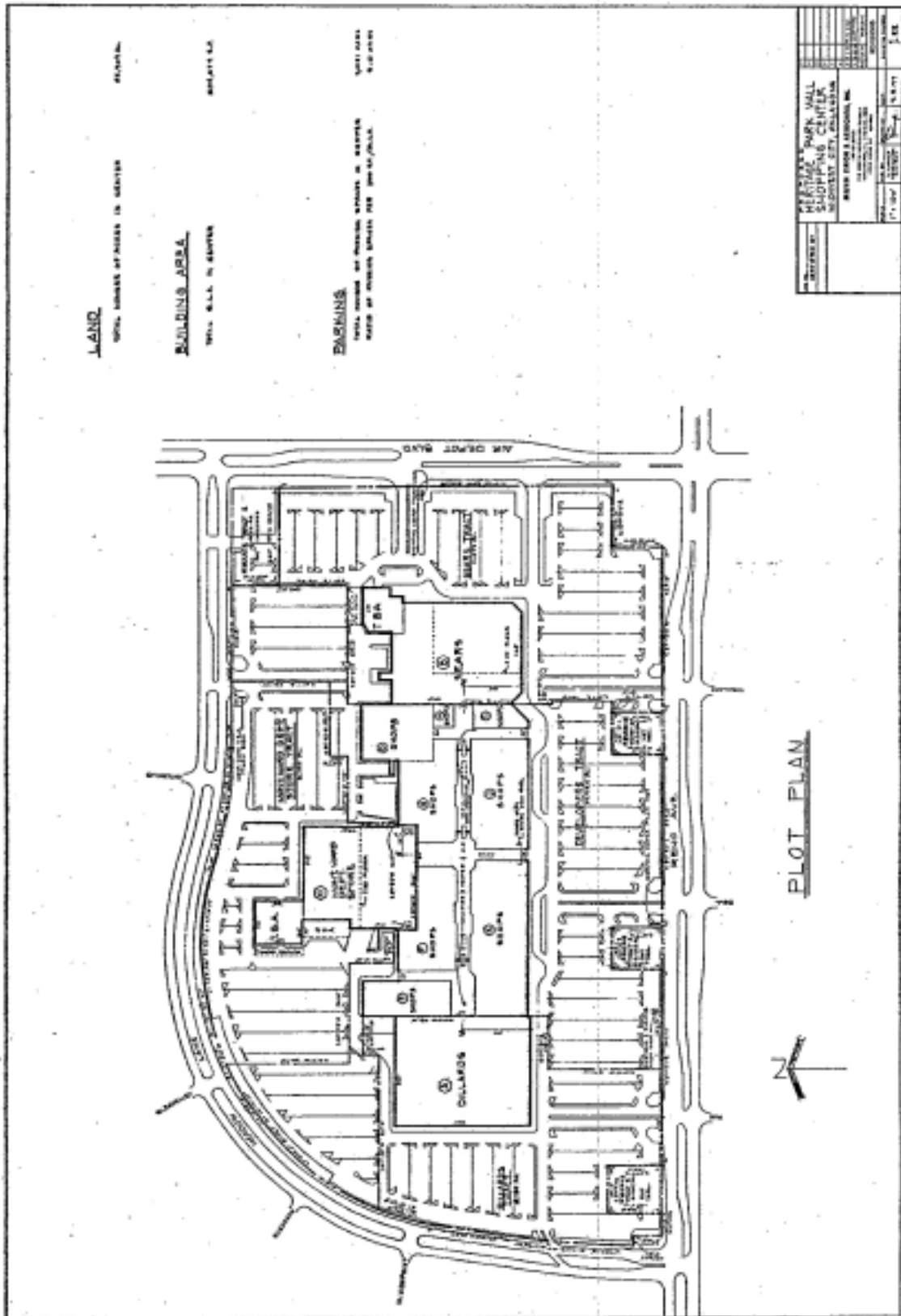
These are:

Exhibit A: Existing Master Development Plan

Exhibit B: New Master Development Plan

Exhibit C: Overview of proposed redevelopment project

Exhibit D: Addressing Blight and Revitalizing Heritage Park Mall: A Synergy with the Urban Renewal Plan



LAND

TOTAL NUMBER OF SPACES IN CENTER

REMARKS

BUILDING AREA

TOTAL S.F.A. IN CENTER

REMARKS

PARKING

TOTAL NUMBER OF PARKING SPACES IN CENTER

REMARKS

PROJECT		HESTON PARK MALL SHOPPING CENTER	
		WESTLEY, ILL. 62458	
DESIGNED BY		HARRIS ENGINEERS & ARCHITECTS, INC.	
		1001 S. W. 10TH AVENUE	
		MILWAUKEE, WIS. 53224	
DATE	SCALE	BY	CHKD.
12/15/68	AS SHOWN	J. H. HARRIS	J. H. HARRIS

SHOPPING CENTER TRACT
LEGAL DESCRIPTION
FOR HERITAGE PARK MALL

A part of Blocks 3, 4, and 5 in MIRACLE MILE ADDITION to Midwest City, Oklahoma County, Oklahoma, according to the plat thereof recorded in Book 41, Page 42, Oklahoma County Records, Oklahoma;

said land is more particularly described by metes and bounds as follows,
to-wit:

COMMENCING at the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 33, Township 12 North, Range 2 West of the I.M.; thence North 0°22'30" West on the East line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 210 feet; thence South 89°53' West a distance of 50 feet to the point or place of beginning; said point being on the West right-of-way line of Air Depot Blvd.; thence North 0°22'30" West on the West line of said Air Depot Blvd. and parallel to the East line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 858.03 feet; thence South 89°53' West and parallel to the South line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of 253.33 feet; thence North 0°07' West a distance of 120.00 feet to a point on the South right-of-way line of North Meadow Lane; thence due West on the South right-of-way line of North Meadow Lane for a distance of 377.81 feet to a point of tangency of a curve; thence Westerly on the arc of a curve to the right having a radius of 1212.55 feet and a central angle of 16°23'42" and a chord of 345.79 feet bearing North 81°48'09" West, and on said Southerly right-of-way line of North Meadow Lane for a distance of 346.97 feet to a point of tangency with a reverse curve; thence Westerly and Southwesterly on the arc of a curve to the left having a radius of 727 feet; a central angle of 97°23'42" and a chord of 1092.30 feet bearing South 57°41'51" West and on the Southerly and Easterly right-of-way line of North Meadow Lane for a distance of 1235.80 feet to a point of

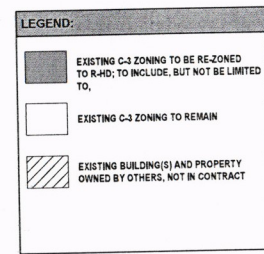
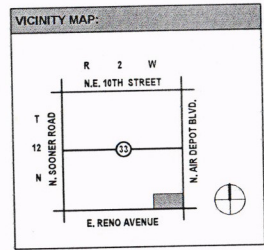
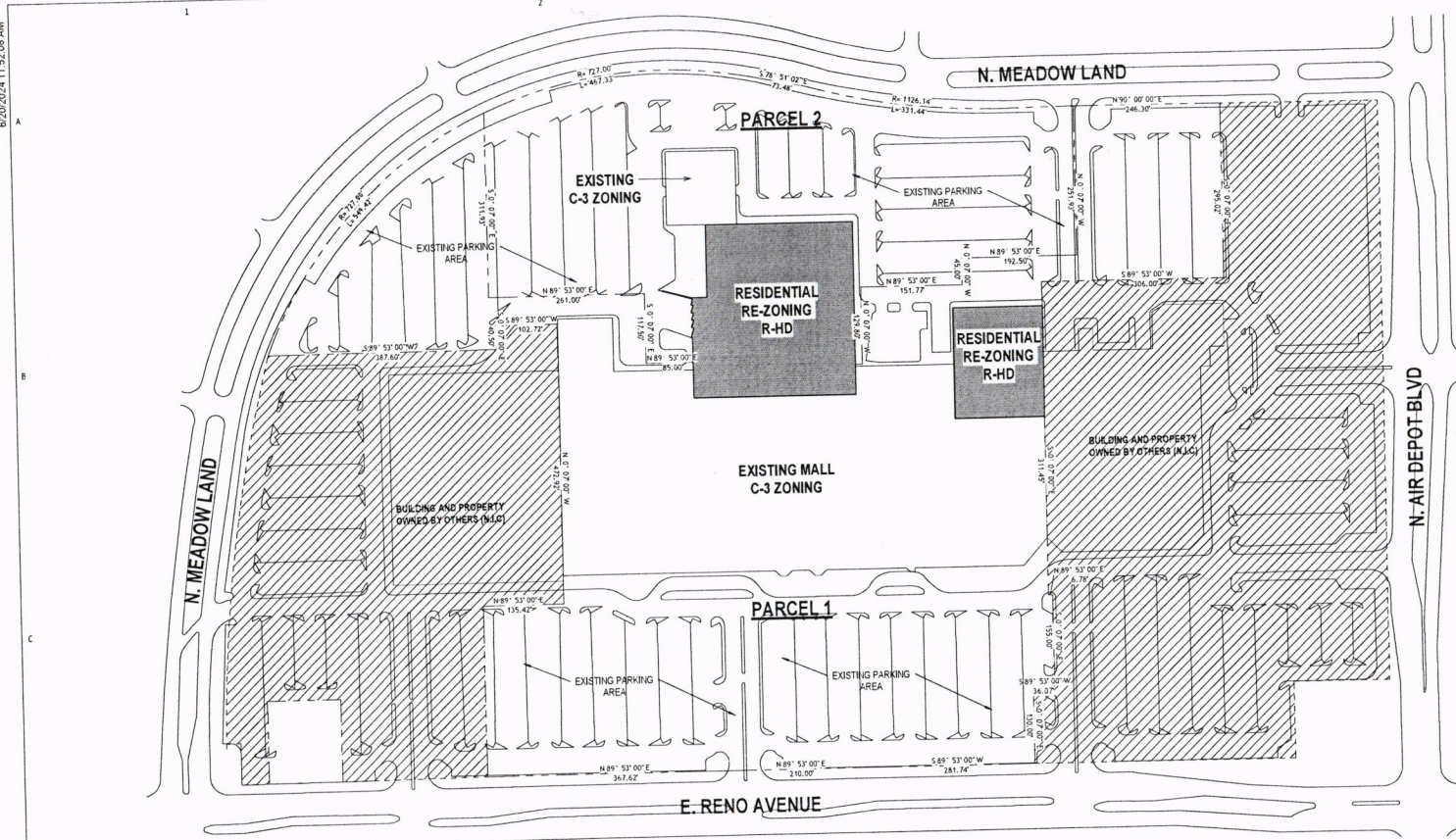
SHOPPING CENTER TRACT

tangency; thence South $9^{\circ}00'$ West on the Easterly right-of-way line of said North Meadow Lane for a distance of 171.59 feet to a point of tangency of a curve; thence Southerly on the arc of a curve to the left having a radius of 2,445.47 feet and a central angle of $7^{\circ}56'48''$ and a chord of 338.91 feet bearing South $5^{\circ}01'36''$ West, and on the Easterly right-of-way line of said North Meadow Lane for a distance of 339.18 feet; thence North $89^{\circ}53'$ East for a distance of 24.50 feet; thence South $0^{\circ}07'$ East for a distance of 70 feet to a point 80 feet North of the South line of said Southeast Quarter (SE $\frac{1}{4}$) said point being on the North right-of-way line of East Reno Avenue; thence North $89^{\circ}53'$ East on the North right-of-way line of East Reno Avenue and parallel to the South line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 57.50 feet; thence North $0^{\circ}07'$ West a distance of 140 feet; thence North $89^{\circ}53'$ East a distance of 125 feet; thence South $0^{\circ}07'$ East a distance of 140 feet to a point on the North right-of-way line of East Reno Avenue; thence North $89^{\circ}53'$ East on the North right-of-way line of East Reno Avenue for a distance of 507.78 feet; thence North $0^{\circ}07'$ West for a distance of 130 feet; thence North $89^{\circ}53'$ East for a distance of 108 feet; thence South $0^{\circ}07'$ East for a distance of 130 feet to a point on the North right-of-way line of East Reno Avenue; thence North $89^{\circ}53'$ East on the North right-of-way line of East Reno Avenue for a distance of 444 feet; thence North $0^{\circ}07'$ West for a distance of 130 feet; thence North $89^{\circ}53'$ East for a distance of 108 feet; thence South $0^{\circ}07'$ East for a distance of 130 feet to a point on the North right-of-way line of East Reno Avenue; thence North $89^{\circ}53'$ East on the North right-of-way line of East Reno Avenue for a distance of 425 feet to a point 210 feet West of the East line of said Southeast Quarter (SE $\frac{1}{4}$); thence North $0^{\circ}22'30''$ West and parallel to the East line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 130 feet; thence North $89^{\circ}53'00''$ East and parallel to the South line of said Southeast Quarter (SE $\frac{1}{4}$) for a distance of 160 feet to the point or place of beginning.

Containing 45.907 acres more or less.

6/20/2024 11:52:08 AM

Exhibit B



LEGAL DESCRIPTION:

PARCEL 1
BLOCKS FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) IN HERITAGE PARK MALL, A RE-SUBDIVISION OF BLOCKS 3, 4 AND 5 OF MIRACLE MILE ADDITION, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF.

PARCEL 2
LOT THREE (3) IN HERITAGE PARK MALL, A RE-SUBDIVISION OF BLOCKS 3, 4 AND 5 MIRACLE MILE ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

PLAN NORTH

HERITAGE PARK MALL - RE-ZONING MASTER SITE PLAN REVISED 6/3/2024
1" = 100'-0"

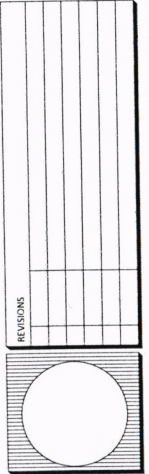
BUILDING DATA

TOTAL SITE AREA:	18.89 ACRES
PARCEL 1 -	8.76 ACRES
PARCEL 2 -	
PARCEL - 1	
R-HD; TO INCLUDE, BUT NOT BE LIMITED TO, MULTI-FAMILY HOUSING (FORMER WILSON'S OR A-Z BLDG.)	87,666 S.F.
29,222 SQUARE FEET PER FLOOR, THREE FLOORS OF NEW MULTI-FAMILY RESIDENTIAL UNITS = 87,666 S.F. TOTAL SQUARE FEET	
C-3; MERCANTILE (REMAINING MALL BUILDING)	248,721 S.F.
PARCEL - 2	
R-HD; TO INCLUDE, BUT NOT BE LIMITED TO, MULTI-FAMILY HOUSING (FORMER WARDS BLDG.)	119,444 S.F.
C-3; EXISTING AUTO MAINTENANCE STORE	14,616 S.F.
TOTAL BUILDING SQUARE FOOTAGE =	469,447 S.F.



VILLAS AT HERITAGE PARK MALL

MIDWEST CITY, OKLAHOMA



PROJECT NAME:
VILLAS AT HERITAGE PARK MALL

PROJECT NO:
20170204-2

ISSUED FOR:

DRAWN BY: *tdbr*

CHECKED BY: *dstie*

DATE: 11/07/23

SHEET TITLE:
RE-ZONING MASTER PLAN

SHEET NO.: A100.1

Autodesk Docs://Heritage Park Mall - Renovations/PRJ01x_VILLAS AT HPM.rvt

BUILDING DATA

TOTAL SITE AREA:

PARCEL 1 -

18.59 ACRES

PARCEL 2 -

8.76 ACRES

PARCEL - 1

R-HD; TO INCLUDE, BUT NOT BE LIMITED TO, MULTI-FAMILY HOUSING (FORMER WILSON'S OR A-Z BLDG.) 87,666 S.F.

29,222 SQUARE FEET PER FLOOR, THREE FLOORS OF NEW MULTI-FAMILY RESIDENTIAL UNITS = 87,666 S.F. TOTAL SQUARE FEET

C-3; MERCANTILE (REMAINING MALL BUILDING)

248,721 S.F.

PARCEL - 2

R-HD; TO INCLUDE, BUT NOT BE LIMITED TO, MULTI-FAMILY HOUSING (FORMER WARDS BLDG.)

118,444 S.F.

C-3; EXISTING AUTO MAINTENANCE STORE

14,616 S.F.

TOTAL BUILDING SQUARE FOOTAGE =

469,447 S.F.



Digital Dynasty Institute NGO

Dear prospective partner, sponsor, supporting agency, etc.,

The following document is a brief overview of “Our Unity Project Area”. Our corporation and NGO is a redevelopment startup and political organization dedicated to sustainable agriculture, energy, housing, and education, emphasizing best practices in implementation. With the emergence of new technologies, partnered with the need for a more sustainable way to meet the demands of the global food and housing crisis, collaboration and partnership are key to meeting those demands.

Certain Members of our Board of Directors' research works have been published by Optica, the American Physical Society, the Institute of Electrical and Electronics Engineers, the American Institute of Physics, and many other prominent publications. They have done extensive research in the areas of photovoltaic materials and will be a viable resource for our energy projects in collaboration with our partners.

Another internal company goal is to merge existing financial and data collection technologies with the above-mentioned areas of focus. Other Members of our Board of Directors have helped develop software for companies such as Fundera by Nerd Wallet.

Our company prides itself on being an advocate and innovator of tokenization and smart-climate environments that will give Mother Nature the much-needed break she deserves.

We value the Sustainable Development Goals of the United Nations, so much so that we have weaved certain goals within the framework of our company.

Thanks for your time,
Alexandria Mu El

*Secretary of Digital Dynasty Institute NGO
& CEO*

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Updated February 4th, 2024

Unity and Mending of Old Wounds

Our corporation and NGO, dedicated to research, innovation, and community advancement, has crafted a visionary project—Our Micro Smart City Concept—that aligns seamlessly with the aspirations and needs of the people of Midwest City, its Municipal Agency, and Federal Policies. This endeavor is designed to propel progress and foster healing and unity in our shared journey forward.

We recognize and deeply respect the historical context and the need to heal past wounds. Our corporation is driven not only by the pursuit of progress but also by the desire to collaborate in a manner that fosters reconciliation and mutual growth.

We humbly propose a partnership that unites our vision with the municipality's goals to create a dynamic, sustainable, and thriving urban landscape. Together, we can overcome challenges, forge a path to progress, and build a community that will stand as a beacon of innovation and unity for the Public at Large. We would like to work with Midwest City on a phase-by-phase basis for suggestions and improvements along the way to ensure project site success.

Thank you for considering this proposal. We look forward to the prospect of working hand in hand for a brighter future.

Warm regards,
Alexandria Mu El
Alex@dynastyrecorp.com
(405)800-3863
*Secretary of Digital Dynasty Institute NGO
& CEO*

Board of Directors

The Board of Directors shall consist of the following positions, each with its respective responsibilities and authority:

- Chief Executive Officer (CEO)
- Chairman of the Board
- Vice Chairman
- President
- Chief Operating Officer (COO)
- Chief Technology Officer (CTO) I, II
- Chief Sustainability Officer (CSO)
- Chief Renewable Energy Officer (CREO)
- Head of Research Committee
- Special Advisory Board

Some of our members on the Board include:

Chief Executive Officer (CEO)

- **Alexandria Mu El: Commercial Asset Management and Reorganization**, Investor, International Trade and Commerce Scholar (Micro-Smart City Visionary)

Vice Chairman:

- **Saeed Ahadzadeh: Commercial and Residential Real Estate Acquisition Specialist**

Sustainability Officer (CSO)

- **Mohammad Agha Bolorizadeh Ph.D.: Atomic, Optics, and Photonic Professor** published worldwide in Major Energy publications such as APS, Optica, American Institute of Physics, and other prominent Energy publications.

Chief Technology Officer (CTO) I

- **Pouria Pezeshkian.: Software Development Engineer at Uber**, Shopify Plugin App Creator, Tech Entrepreneur, Scientist & Investor (Areas: FinTech, AI, BioTech)

Chief Technology Officer (CTO) II

- **Pouya Tavakoli: Software Development Engineer II at Expedia Group** | Samsung| Capstone| Kubernetes | Go | Python

Chief Renewable Energy Officer (CREO)

- **Mehdi Bolorizadeh Dr: Physicist and Systems Engineer** published worldwide in Major Energy publications such as Cambridge University Press & Assessment,

NASA, Institute of Electrical and Electronics Engineers, and other prominent Energy publications.

Head of Research Committee (HRC)

- **Mitra Bolorizadeh Dr. Geneticist** published worldwide in Major health publications such as the National Institute of Health, and Genetics Medical Journal.

Special Advisory Board

International Marketing Firm

- **United Consulting Group: International Commerce and Trade Networking Firm** Shares a network with Ministers of Finance, and those involved in global oil trade etc.

International Inventor Services Firm

- **TerraTech Inventor Services: Sustainable Agriculture and Water Inventor Services** Assist inventors in developing and refining their agricultural and water-related technologies. Collaborates with teams to enhance prototypes.

Other Board Member and Special-Independent Advisory Agreements are in progress

Planning and Construction

- Donald L. Frick, Architect
President | Pinnacle Design Group, LLC
- Gerald Brinlee, Staff Architect at OU A&E
President | MBK architects/planners
- Small Business Development Center
- NRCS Natural Resources Conservation Service
- Agency of Housing and Urban Development
- United States Department of Agriculture
- Environmental Protection Agency
- National Institute of Food and Agriculture
- World Conference of Mayors

Demographics and Economic Analysis of Midwest City, Oklahoma

In 2021, Midwest City, OK had a population of 58.1k people with a median age of 36.2 and a median household income of \$52,196. Between 2020 and 2021 the population of Midwest City, OK grew from 57,392 to 58,146, a 1.31% increase and its median household income grew from \$49,368 to \$52,196, a 5.73% increase.

The 5 largest ethnic groups in Midwest City, OK are White (Non-Hispanic) (58.3%), Black or African American (Non-Hispanic) (23.4%), Two+ (Non-Hispanic) (7.24%), American Indian & Alaska Native (Non-Hispanic) (2.96%), and White (Hispanic) (2.7%).

None of the households in Midwest City, OK reported speaking a non-English language at home as their primary shared language. This does not consider the potential multi-lingual nature of households, but only the primary self-reported language spoken by all members of the household.

98.5% of the residents in Midwest City, OK are U.S. citizens.

The largest universities in Midwest City, OK are Rose State College (926 degrees awarded in 2021) and Mid-Del Technology Center (140 degrees).

In 2021, the median property value in Midwest City, OK was \$122,600, and the homeownership rate was 56.8%.

Most people in Midwest City, OK drove alone to work, and the average commute time was 22.3 minutes. The average car ownership in Midwest City, OK was 2 cars per household.

Economic Analysis and Demographics provided by Data USA

Summary of the Agritourism Site

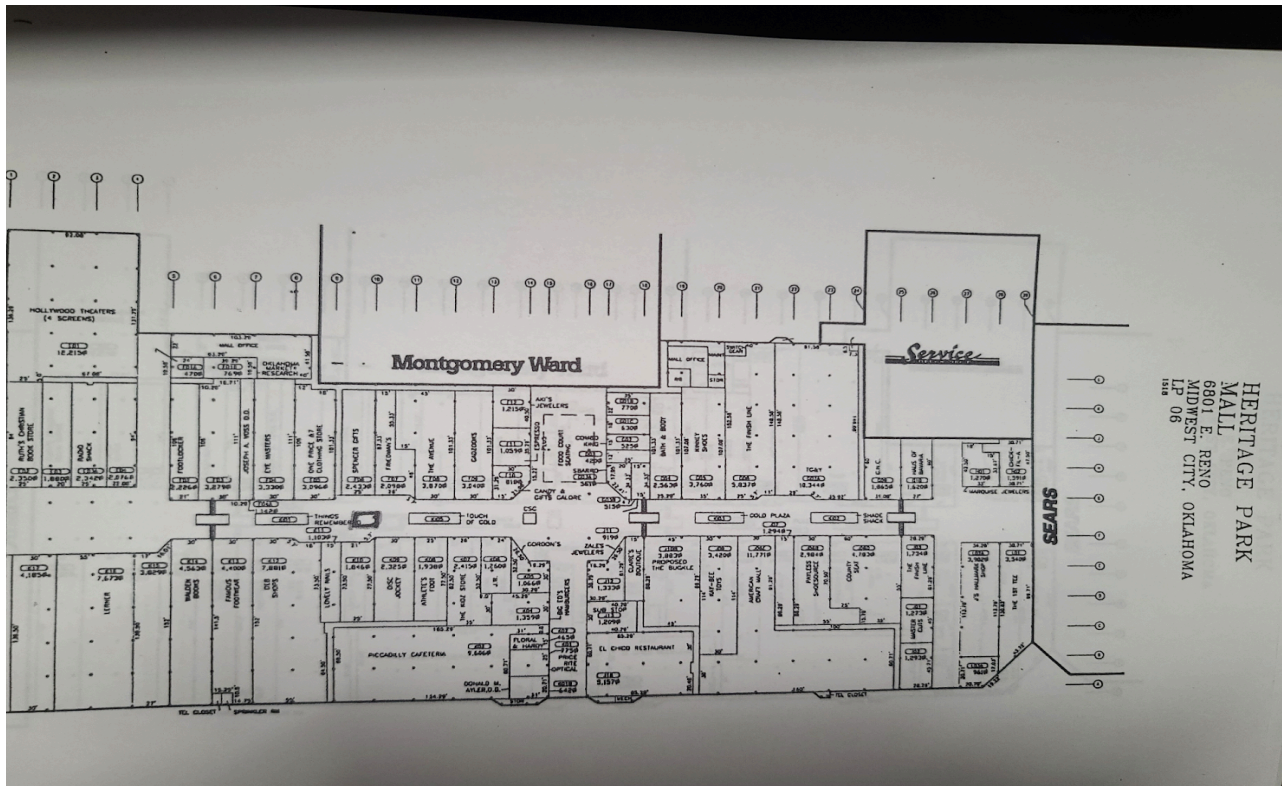
Multi-Use Facilities: We plan to repurpose the mall's infrastructure to accommodate residential spaces, entertainment venues, retail outlets, vertical farms, and clean energy generation, fostering a vibrant and integrated community.

Digital Banking Integration: Our project places a strong emphasis on digital banking services, enabling seamless financial transactions, smart resource management, and enhanced convenience for our residents and businesses. *See: Banking Analysis*

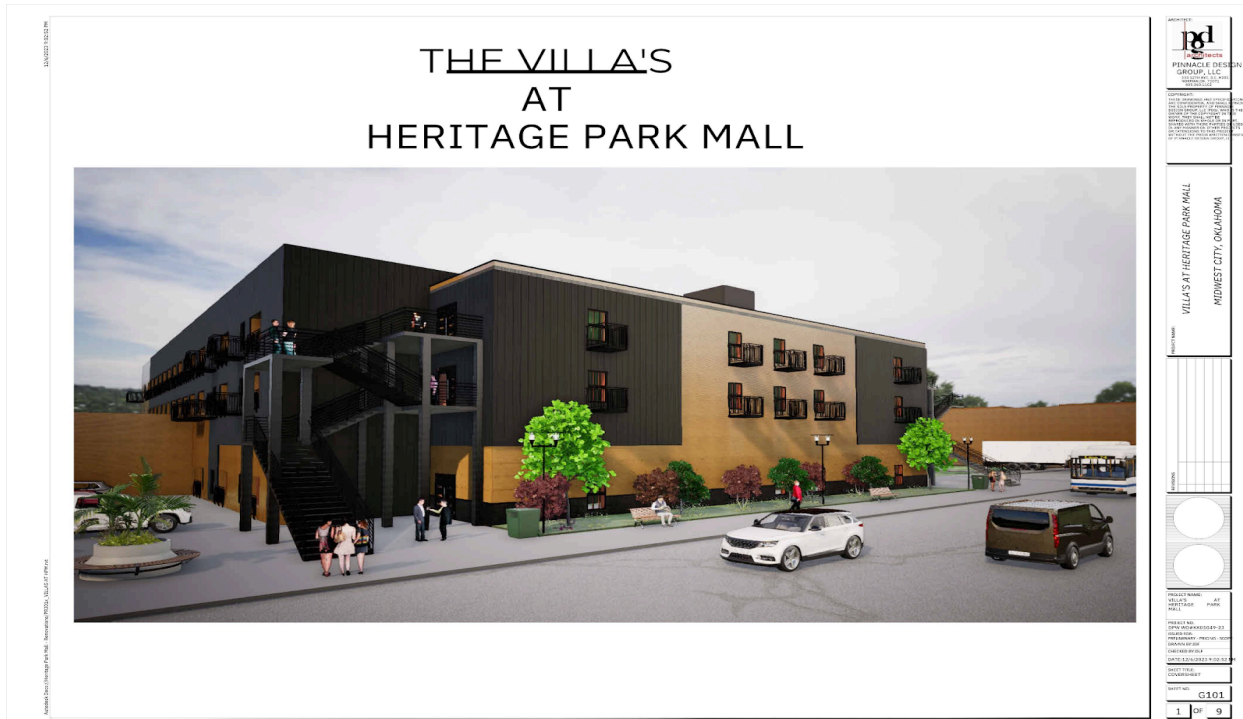
Sustainability: We are committed to environmental stewardship, incorporating state-of-the-art technologies for energy efficiency, waste reduction, and sustainable agriculture practices to create a green and eco-friendly urban environment.

Economic Growth: By fostering an ecosystem of diverse businesses and services, we aim to catalyze economic growth and job opportunities within the smart city, contributing positively to the local economy.

Inclusion of the Family of Nations: Our project will host an International Holistic Hub (medicine from around the world) that will strengthen International Trade and Commerce.



Phase 1: Apartment Retrofit of the Old Service Merchandise



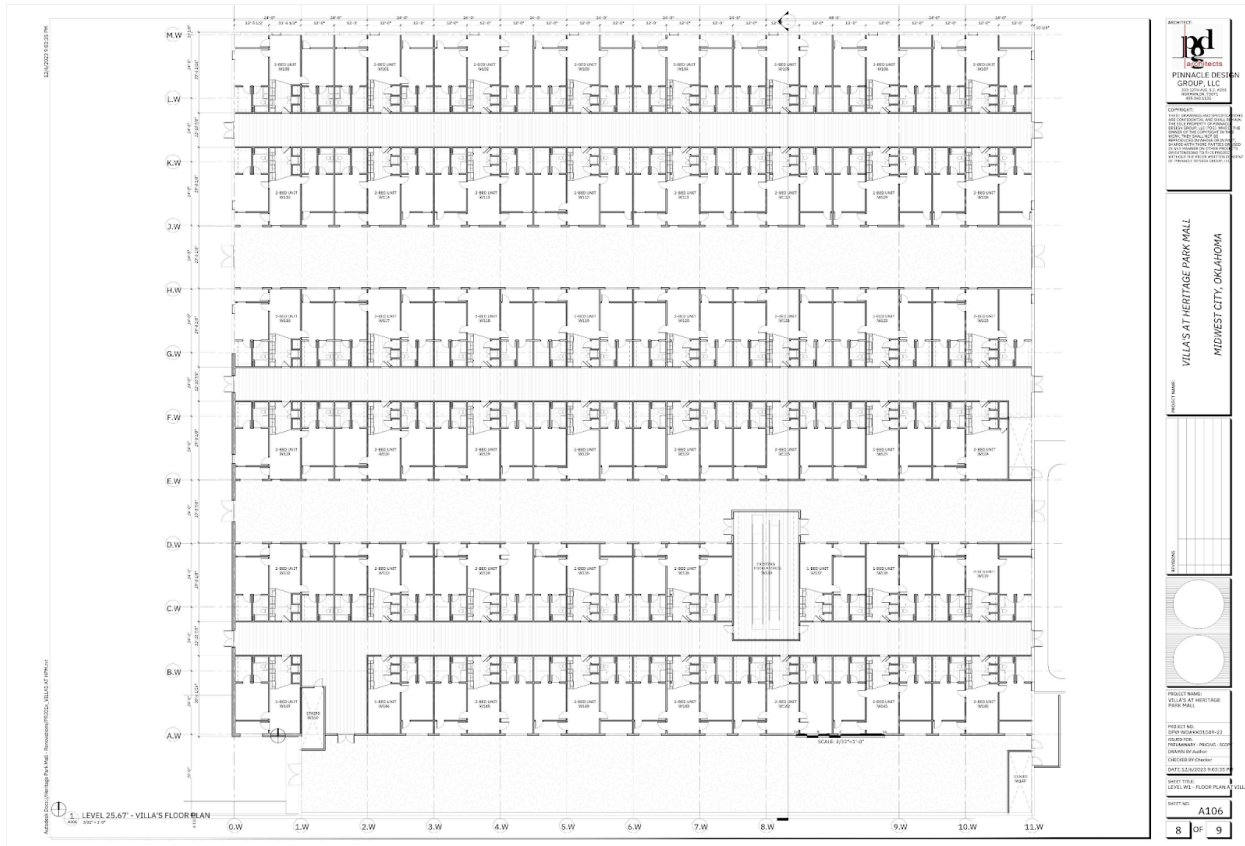
Our innovative housing development will cater specifically to disabled seniors, offering a unique blend of residential comfort and engaging activities. Central to our community is a state-of-the-art commercial aquaponics system, which supports agritherapy programs and various plant-related activities. This will allow residents to immerse themselves in therapeutic gardening, enhancing their physical and mental well-being.

The development will feature a comprehensive range of amenities designed to ensure an enriching lifestyle. Residents will have convenient access to shops, exercise facilities, and entertainment options within the community. To further enhance their experience, we will provide- **(This software plan has been omitted for confidentiality purposes)**.

Our goal is to create a supportive and vibrant environment where disabled seniors can thrive, combining the benefits of modern technology with the healing power of nature. This development promises to deliver the best residential experience, fostering a sense of independence and community for all our residents.

A professional assessment of approximately 12 million dollars will be needed for the retrofit (phase 1 only) in which a host of banks, funds and other financial institutions are interested. This project shall receive federal assistance and may obtain capital via our digital funding mechanism.

Phase 2: Apartment Retrofit of the Old Montgomery Wards and Special Automotive Section



The Old Montgomery Wards will be retrofitted into a Luxury-Energy Efficient Smart Complex. Our planning team has finished the first phase Architectural Drawings and Prints. 3 contractor Bids will be accepted by Professional Contractors. Bank financing or similar institutions shall be used to fund this project. The selection of contractors will be based on their past work, time, cost, etc. Suggestions from Midwest City are welcome and much appreciated. (Rents 1,400++).

The residents will be able to work, play, and live at the Heritage Park Mall Site.

- | | |
|------------------------------|-----------------------------|
| ● Granite Countertops | Mobile Account Management |
| ● Mobile Rent Payments | Walk-Through Kitchen |
| ● SMARTHOME | Bundle AutoPay Discount |
| ● Balcony/Patio | Energy Efficient Appliances |
| ● Computer desk | Patio/Balcony |
| ● ADA Mobility | Dishwasher |
| ● Air Conditioner | SMART Door Lock |
| ● Stainless Steel Appliances | Covered, Reserved Parking |
| ● Veteran-Military Discount | Pet-Friendly |
| ● Garbage disposal | Electric Vehicle Charging |

Phase 3: 30,000 Sq Ft Vertical Aquaponics Farm (West Retail Wing)



One of the main features of the Unity Project Site will be our beautiful Aquaponics Farm. The Farm will serve as a commodity resource for the Americas, in line with several initiatives currently being implemented by the Federal United States. The Farm will serve as an educational resource for the public of all ages to learn about the sustainable goals of the world. Education surrounding Agriculture Production and International Trade will be at our Aquaponics site.

- The Farm is primarily for therapy, research, education, and production purposes. **(This software plan has been omitted for confidentiality purposes).**
See: Banking Analysis
- The farm will host field trips, family gatherings, and vacations. It is near our future entertainment venue (Old Theatre), hosting weddings, presentations, etc will be a success.
- Due to the size of the Farm, biomass from the farm is a concern. The Farm will have its own Micro Biomass Manufacturing Facility.

The U.S. Environmental Protection Agency ("EPA"), the U.S. Food and Drug Administration ("FDA"), and the U.S. Department of Agriculture ("USDA") has it's "Winning on Reducing Food Waste Initiative" that our company is in line with.

Special considerations are being made to host Sustainable Development Exhibits that the public can participate in similar to the Science Museum of Oklahoma.

Micro Biomass Manufacturing Facility (West Retail Wing)



Community-Based Biomass Manufacturing

Participatory initiatives like community gardens, composting centers, or small-scale biogas units that engage the public in sustainable biomass utilization. These projects often provide hands-on learning experiences and workshops for community members.

We will have tours available, workshops, and educational programs. Our Farm will welcome public participation and aim to raise awareness about sustainable biomass practices and their environmental benefits.

Aquaponics System and Biomass Facility: Therapeutic Jobs for Veterans

Our housing development integrates a cutting-edge aquaponics system and biomass facility, which not only support sustainable agriculture but also create therapeutic job opportunities for veterans. Here's how these systems will function and benefit veterans:

Aquaponics System

Overview:

The aquaponics system combines aquaculture (raising fish) and hydroponics (growing plants in water) in a symbiotic environment. The fish waste provides an organic nutrient source for the plants, while the plants help to filter and purify the water for the fish.

Fish Care and Maintenance:

Veterans will be involved in feeding, monitoring, and caring for the fish. This role promotes responsibility and provides a calming routine.

Plant Cultivation:

Tasks include planting, nurturing, and harvesting vegetables and herbs. This work fosters a connection to nature and a sense of accomplishment.

System Monitoring and Maintenance:

Veterans will oversee the system's health, ensuring that water quality, temperature, and nutrient levels are optimal. This technical aspect can be intellectually stimulating and rewarding.

Biomass Facility

Overview:

The biomass facility converts organic waste into energy or biofertilizers through processes like anaerobic digestion or composting. This promotes sustainability and reduces waste.

Organic Waste Collection and Sorting:

Veterans will manage the collection and sorting of organic waste materials, which supports physical activity and teamwork.

Operation and Monitoring of Biomass Processes:

Veterans will be trained to operate and monitor the biomass conversion processes. This role involves technical skills and problem-solving, providing a sense of purpose and engagement.

Production of Biofertilizers:

Veterans will be involved in producing and packaging biofertilizers, which can be used within the community's gardens or sold. This fosters a sense of contribution to the community's sustainability efforts.

Benefits for Veterans

Therapeutic Value:

Working with plants and animals can reduce stress, improve mood, and enhance overall mental health. The routine and physical activity associated with these jobs provide a therapeutic outlet.

Skill Development:

Veterans will acquire valuable skills in sustainable agriculture, aquaponics, and biomass management, which can be applied to future employment opportunities.

Sense of Community and Purpose:

Engaging in meaningful work within the community fosters a sense of belonging and purpose, helping veterans transition to civilian life.

The combination of physical activity, technical tasks, and interaction with nature promotes holistic wellness, addressing both physical and mental health needs.

Phase 4: East and West Retail Wing Features



Phase 4: East and West Retail Wing store footprint(s) will remain the same. The East Wing will house a 12,000 sq ft International Holistic Hub. Natural Medicines from around the world will be housed in one location as a symbol of unity.

A photo of the producer will be placed with their goods. Producers will get a Q-R Code assigned to them, which will enable the HUB to keep up with product, sales, data, etc.

This HUB will aid producers in underserved countries to access business resources that are in line with the policies of (EXIM)Export-Import Bank of the United States, Food and Agriculture Organization (FAO), the World Bank, and other International Authorities on food sustenance.

Education on the different varieties of plants, locations grown, producers, etc. will provide the public with information on sustainable agriculture practices from around the world, which is a part of the theme of the Site. A cafeteria area will be on the West Retail Wing for field trips, parties, etc.

The Retail Wings will also be home to a Small Business Incubator Hub that will offer services for Inventors, and house/host other Incubators that have a reputation of delivering economic and social success. Education around international trade of goods from the HUB will be at

The Headdress-Religious garb of each Nation will be on display throughout the Retail wings of the Site. A “Unity Tree” with Flags from the Family of Nations similar to the “Flag of Peace” showcased at the United Nations will be on display in the HUB.

Phase 5: Outdoor Solar Field and Awnings



We are launching an innovative solar field project that leverages blockchain technology to enhance transparency and efficiency in renewable energy production. The project aims to develop a large-scale solar energy facility, which will harness the power of the sun to generate clean, sustainable electricity. The solar field will use blockchain technology to securely track and verify energy production, distribution, and consumption. This ensures transparent and tamper-proof records, enhancing trust and accountability among stakeholders.

Initial Coin Offering (ICO):

To fund the development and deployment of the solar field, we will launch an Initial Coin Offering (ICO). Investors can purchase tokens, which represent a share in the project's future energy output and profits. These tokens can be traded on the blockchain, offering liquidity and potential financial returns.

Blockchain technology provides an immutable ledger of all transactions, ensuring that all energy production and financial activities are transparent and secure. The ICO allows for broad participation, enabling individuals and communities to invest in and benefit from renewable energy projects. By funding through an ICO, we align financial growth with sustainable energy development, contributing to global environmental goals.

Our plan is to lower the cost of energy to residents near the project site.

The Board has plans to assist the United States of America in collaboration with the Family of Nations on other Diplomatic and Humanitarian Projects.

Thanks For Your Time

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
RESEARCH & ANALYSIS

Money and Payments: The U.S. Dollar in the Age of Digital Transformation January 2022

The Existing Forms of Money (pg 5)

Money serves as a means of payment, a store of value, and a unit of account. In the United States, money takes multiple forms:

- **Central bank money is a liability of the central bank. In the United States, central bank money comes in the form of physical currency** issued by the Federal Reserve and digital balances held by commercial banks at the Federal Reserve.

- Commercial bank money is the digital form of money that is most commonly used by the public. Commercial bank money is held in accounts at commercial banks.

- **Nonbank money is digital money held as balances at nonbank financial service providers. These firms typically conduct balance transfers on their own books using a range of technologies, including mobile apps.**

Digital Assets (pg 11-12)

Technological innovation has recently ushered in a wave of digital assets with money-like characteristics. These “cryptocurrencies” arose from a combination of cryptographic and distributed-ledger technologies, which together provide a foundation for decentralized, peer-to-peer payments.

Cryptocurrencies have not been widely adopted as a means of payment in the United States. They remain subject to extreme price volatility, are difficult to use without service providers, and have severe limitations on transaction throughput.

Many cryptocurrencies also come with a significant energy footprint and make consumers vulnerable to loss, theft, and fraud. **Stablecoins are a more recent incarnation of cryptocurrency that peg their value to one or more assets, such as a sovereign currency or commodity.** Stablecoins pegged to the U.S. dollar are predominantly used today to facilitate the trading of other digital assets, but many firms are exploring ways to promote stablecoins as a widespread means of payment. A full discussion of stablecoin arrangements is outside the scope of this paper. However, the **President’s Working Group on Financial Markets (PWG)**, along with the Federal Deposit Insurance Corporation (FDIC) and the **Office of the Comptroller of the Currency (OCC)**, recently published a report on payment stablecoins. The PWG report

notes that well-designed and appropriately regulated stablecoins could potentially support faster, more efficient, and more inclusive payment options.

The PWG report also notes, however, that the potential for the increased use of stablecoins as a means of payment raises a range of concerns related to the potential for destabilizing runs, disruptions in the payment system, and concentration of economic power. The PWG report highlights gaps in the authority of regulators to reduce these risks.

To address the risks of payment stablecoins, the PWG report recommends that Congress act promptly to enact legislation that would ensure payment stablecoins and payment stablecoin arrangements are subject to a consistent and comprehensive federal regulatory framework. Such legislation would complement existing authorities regarding market integrity, investor protection, and illicit finance.

Our start-up IS operated in accordance with SEC and other financial regulatory authorities.

President's Working Group on Financial Markets, the Federal Deposit Insurance Corporation, and the Office of the Comptroller of the Currency
INTERAGENCY REPORT ON STABLECOINS
Executive Summary–November 2021

Stablecoins are digital assets that are designed to maintain a stable value relative to a national currency or other reference assets. Today, stablecoins are primarily used in the United States to facilitate trading, lending, or borrowing of other digital assets, predominantly on or through digital asset trading platforms. Proponents believe stablecoins could become widely used by households and businesses as a means of payment. If well-designed and appropriately regulated, stablecoins could support faster, more efficient, and more inclusive payment options. Moreover, the transition to broader use of stablecoins as a means of payment could occur rapidly due to network effects or relationships between stablecoins and existing user bases or platforms.

ABAB Inc and other closely held corporations
History of the Company(s)

Mr. Bahreini has been acquiring properties for the past two decades. He, in the past, has run his private business as a charity which will eventually affect any company. He has been presented with laws that are being implemented by the Federal United States and other International Authorities and has decided to use his portfolio as a Tool for Humanitarian Intervention (Research) and Low-Income housing remediation.



**Digital Dynasty Institute NGO
&
Redevelopment Corporation**

The following is a brief correlative analysis of “Our Unity Project” and the needs of the residents of Midwest City, OK based on their Urban Renewal Plan, Innovation District Study, Air Depot Corridor Plan, 2019 Comprehensive Economic Development Strategy for the Association of Central Oklahoma Governments (ACOG), and 2008 Comprehensive Plan. We have included our NGO purposes which mirror our Corporation.

Addressing Blight and Revitalizing Heritage Park Mall: A Synergy with the Urban Renewal Plan

Introduction

Digital Dynasty Institute NGO and our Redevelopment Corporation are committed to transforming the blighted Heritage Park Mall into a vibrant scientific smart city, aligning with the objectives of the Urban Renewal Plan. Our project is designed to address the existing blight at the mall property, revitalizing the area without relying on public funding. This approach ensures that taxpayer money is preserved, avoiding the pitfalls of publicly funded commercial spaces currently managed by the city. Our Company and NGO are operating in accordance with the timeline given in the Air Depot Corridor plan on pg. 44.

Aligning with the Urban Renewal Plan

1. Tackling Blight:

- **Current Challenges:** The Heritage Park Mall has been a symbol of urban blight, with vacant storefronts, deteriorating infrastructure, and underutilized space contributing to a negative community perception.
- **Our Solution:** Our redevelopment project directly addresses these issues by repurposing the existing infrastructure into a multi-use scientific smart city. This transformation will eliminate blight by creating modern, functional spaces that attract businesses, residents, and tourists.

2. Economic Revitalization:

- **Current Challenges:** The surrounding area has struggled economically due to the decline of the mall, leading to reduced property values and diminished economic activity.
- **Our Solution:** By introducing residential, commercial, and agricultural spaces, our project will stimulate economic growth. The International Trade Business Incubation Hub will attract startups and established companies, creating jobs and fostering innovation. This economic revitalization will uplift the local community, increasing property values and driving economic activity.

Collaborative Efforts with Property Owner (*found in several Midwest City Catalyst plans and City-Wide economic development studies*)

Partnership for Progress:

- **Current Challenges:** The property owner has faced difficulties in maintaining and developing the site to meet current standards and community needs.
- **Our Solution:** We are working closely with the property owner to bring the property up to the required standards. This collaboration includes retrofitting existing structures, implementing sustainable practices, and ensuring compliance with modern building codes. By leveraging our expertise and resources, we are facilitating a seamless transition from a blighted property to a thriving smart city.

Financial Strategy: No Public Funding Required

Relieving Public Burden:

- **Current Challenges:** The city has previously invested public funds into managing commercial spaces with limited success, leading to concerns about further financial waste.
- **Our Solution:** Our project does not rely on public funds for acquisition, eliminating the need for public investment. This approach not only relieves the public of the financial burden but also demonstrates a sustainable model for urban renewal. Securing private and federal funding will ensure that public funds can be allocated to other critical community needs.

Benefits to the Community and City

1. Sustainable Development:

- **Current Challenges:** Sustainable development is often hindered by financial constraints and a lack of comprehensive planning.

- **Our Solution:** Our smart city model incorporates state-of-the-art sustainable practices, from energy-efficient buildings to a large-scale solar field and aquaponics farm. This holistic approach ensures long-term environmental benefits and positions the city as a leader in sustainable urban development.

2. Enhanced Quality of Life:

- **Current Challenges:** The blight and economic decline of the mall area have negatively impacted the quality of life for local residents.
- **Our Solution:** Our project will significantly enhance the quality of life by providing modern housing, green spaces, recreational facilities, and community services. The inclusion of therapeutic job opportunities for veterans and programs for disabled seniors further underscores our commitment to social equity and community well-being.

Conclusion

Our project is a strategic alignment with the Urban Renewal Plan, effectively addressing the blight at Heritage Park Mall and revitalizing the area through private funding. By partnering with the property owner and leveraging innovative, sustainable practices, we are transforming the mall into a smart city that meets modern standards and exceeds community expectations. This approach not only relieves the public of financial burden but also sets a precedent for future urban renewal efforts. Together, we can build a vibrant, sustainable future for Midwest City.

Digital Dynasty Institute NGO

ARTICLE I PURPOSES

“Public Enjoyment Purposes” shall mean one or a combination of the following either domestically and/or internationally.

- Development of commercial and residential Energy via solar or other sustainable energy production hydropower, wind, etc.
- EPA-Environmental Hazardous Site Remediation
- Regenerative Crop Research and Development
- Construction of federally funded housing for HUD or similar low-income housing programs (International Entities, States, etc similar equivalents).
- Federal Business Incubator for Commercial Property owners who are candidates for HUD, DOE, USDA, International Entities, etc. public benefit programs.

- Commercial Property Retrofit(s)-assisting property owners to participate in developments for low-income participants
- Job Creation via Sustainable Commercial Agriculture-Energy-Manufacturing Facilities Developmental Projects.
- Assists the public with inventions (prototypes, patents, etc.) that aid in water and other earth reclamation efforts including *public good*.
- Development of robotic technologies for sustainable agriculture and other production purposes
- Development and deployment of digital payment and data collection technologies for public projects.

Other “Public Enjoyment Purposes” may be adopted that are in accordance with the needs of the Family of Nations surrounding the above-mentioned.

We serve the global low-income, underserved, and Aboriginal-Indigenous individuals and their communities. ***{Immediate attention should be brought to the Global Housing-Food Crisis and Intervention must be made without delay}***. Correlative ByLaws and regulatory guidelines will be outlined in the Organization’s Certificate of Organization, as amended from time to time (the “Certificate of Organization”).

We shall at all times collaborate with applicable Federal Agencies and International Entities to implement the Sustainable Development Goals of the United States of America and the United Nations that are in line with the “public enjoyment purposes” mentioned in this article.

The initiatives in our Unity Project are supported by Holy Roman Civil Catholic Church, The Episcopal Church’s 76th General Convention Res. 2009-D035, United States Aug 8th, 1945 ratification of the United Nations Charter. Presidential Executive Order 13107 on Human Rights Treaties, and other corrective measures being set forth by the United States for events surrounding the “Colonial Period” *See: United States International Law Digest 2022*

Our NGO is currently registered with UNESCO and is waiting for consultative status, for direct assistance with international bodies with our Humanitarian Projects.

Our “Unity Project” is a collection of initiatives that have been adopted by the following Federal, State and International Agencies:

Pg. 9. Phase 1: Apartment Retrofit of the Old Service Merchandise: Our Senior Housing Project is in accordance with the following HUD Initiatives: Elderly Low-Income housing, and Innovative Housing Solutions, DOE-HUD-EPA Solar for All Program to provide solar energy to low income individuals.

Pg. 10. Phase 2: *Apartment Retrofit of the Old Montgomery Wards and Special Automotive Section* are initiatives set forth by HUD and the DOE.

Pg. 11. Phase 3: *30,000 Sq Ft Vertical Aquaponics Farm (West Retail Wing)*
This project is composed of several initiatives from the USDA urban farm, smart climate commodities, made in America etc. Other agencies include the Natural Resources Conservation Service NRCS, EPA, and FDA On Reducing Food Waste

Pg. 12-13. Phase 4: *Micro Biomass Manufacturing Facility (West Retail Wing)* This is a Plant Matter composting site due to the size of our Aquaponics Farm, making us ahead of the curve on the Reducing Food Waste and Education on Sustainable Agriculture Practices Initiatives being set forth by the USDA, EPA and FDA. The Veteran Initiatives are being set forth by most state and federal agencies (White House).

Pg. 14. Phase 4: *East and West Retail Wing Features; Our International Holistic HUB (International Farmers Market) and International Trade-Inventor Incubator* is a collection initiatives set forth by the United Nations, (EXIM)Export-Import Bank of the United States, Food and Agriculture Organization (FAO), the World Bank, and other International Authorities on food sustenance. This portion of the project is special, allowing for U.S citizens to learn how to conduct international trade while merging them with underserved producers worldwide, this will spur growth in both the made in America initiative and self-determination efforts of the underserved producer.

Our NGO has dozens of contacts with Unemployed Engineers who have water waste and other inventions as a gift for the Family of Nations. We will put forth a collaborative effort with small and large companies, multinational corporations, and international bodies to protect their intellectual property and launch inventions that will give global impact.

Pg.15. Phase 5: *Outdoor Solar Field and Awnings;* this project is an initiative that is being set forth by the DOE and our strongest scientific point. Our lead scientist has over 140 energy publications and has been cited over 1000 times worldwide.

The above mentioned are Initiatives (Programs) being set forth by various agencies. We will use the outline of these initiatives and may or may not use funding or technical assistance from the agency sponsoring the initiative, with the exception of the United Nations and its subsidiaries.

Our company is well aware of the monetary situation and is operating in accordance with SEC guidelines regarding the following: International Monetary Policies have been left out for public purposes.

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM RESEARCH & ANALYSIS

• Central bank money is a liability of the central bank. In the United States, central bank money comes in the form of physical currency issued by the Federal Reserve and digital balances held by commercial banks at the Federal Reserve.

• Nonbank money is digital money held as balances at nonbank financial service providers. These firms typically conduct balance transfers on their own books using a range of technologies, including mobile apps.

Correlative Analysis of the Unity Project with the Innovation District Study and the Air Depot Corridor Plan

The Unity Project, encompassing its purposes, scientific team, and the development of a scientific smart city, can be analyzed in correlation with the language and strategic objectives outlined in the Innovation District Study and the Air Depot Corridor Plan. Both of these plans emphasize economic revitalization, technological advancement, and community development, which are central to the Unity Project.

Innovation District Study

Purpose and Vision: The Innovation District Study aims to create a thriving ecosystem that fosters innovation, collaboration, and economic growth. The Unity Project aligns with this vision by:

- **Fostering Innovation:** The scientific smart city is designed to be a hub of technological advancements, encouraging research and development in cutting-edge fields such as AI, IoT, and sustainable technologies.
- **Promoting Collaboration:** The scientific team leading the Unity Project will work closely with local universities, businesses, and government entities to drive collaborative projects and innovations.
- **Economic Growth:** By attracting high-tech companies and startups, the Unity Project aims to stimulate economic growth, much like the goals outlined in the Innovation District Study.

Key Objectives: The Innovation District Study highlights several key objectives that the Unity Project also addresses:

- **Talent Attraction and Retention:** The Unity Project focuses on creating a vibrant environment that attracts top-tier talent, providing state-of-the-art research facilities and a high quality of life.
- **Infrastructure Development:** Both the Innovation District and the Unity Project emphasize the importance of robust infrastructure. The smart city initiative includes advanced digital infrastructure, smart grids, and sustainable urban planning.
- **Business Ecosystem:** The Unity Project aims to cultivate a diverse business ecosystem by supporting startups and established tech companies, aligning with the Innovation District's goal of fostering a dynamic business environment.

Strategic Initiatives:

- **Public-Private Partnerships:** The Unity Project mirrors the Innovation District's approach to leveraging public-private partnerships to fund and develop innovative infrastructure projects.
- **Sustainability and Resilience:** The scientific smart city incorporates sustainable practices and resilient infrastructure, addressing the environmental goals set forth in the Innovation District Study.

Air Depot Corridor Plan

Strategic Vision: The Air Depot Corridor Plan focuses on revitalizing a key commercial corridor through strategic economic development, infrastructure improvements, and community engagement. The Unity Project aligns with this plan through:

- **Economic Revitalization:** By developing the scientific smart city, the Unity Project will drive economic revitalization along the Air Depot Corridor, attracting businesses and increasing commercial activity.
- **Infrastructure Upgrades:** The smart city's infrastructure improvements, including smart transportation systems and green energy solutions, will enhance the overall functionality and appeal of the Air Depot Corridor.

Core Goals: The Air Depot Corridor Plan outlines core goals that are mirrored in the Unity Project:

- **Enhanced Connectivity:** The scientific smart city will improve connectivity within the corridor through smart transportation networks and integrated communication systems.
- **Quality of Life Improvements:** Both plans prioritize enhancing the quality of life for residents. The Unity Project's smart city amenities, such as smart parks and efficient public services, directly contribute to this goal.
- **Business Support:** By providing resources and support for businesses, the Unity Project will help create a thriving commercial environment along the corridor, in line with the Air Depot Corridor Plan's objectives.

Actionable Steps:

- **Infrastructure Investments:** The Unity Project will make significant infrastructure investments, including the development of smart grids and broadband networks, supporting the Corridor Plan's focus on modernizing infrastructure.
- **Community Engagement:** Engaging with the community through educational programs, public consultations, and collaborative projects is a key aspect of both the Unity Project and the Air Depot Corridor Plan.

Synthesis and Conclusion

The Unity Project's alignment with both the Innovation District Study and the Air Depot Corridor Plan underscores its comprehensive approach to urban development, economic revitalization, and technological innovation. By fostering collaboration, enhancing infrastructure, and focusing on sustainable growth, the Unity Project not only adheres to but also amplifies the strategic objectives of these foundational plans. This correlative analysis highlights the Unity Project as a pivotal initiative driving forward the shared vision of creating a vibrant, innovative, and economically robust Midwest City.

Further suggestions on assisting and retaining New Talent in Oklahoma Economic Development Projects can be found in the 2019 Comprehensive Economic Development Strategy for the Association of Central Oklahoma Governments (ACOG):

<https://www.acogok.org/wp-content/uploads/2020/01/ACOG-CEDS-January-2020-Matrix.pdf>

Page 1;

GOAL 3. INNOVATION Grow the region's startup, entrepreneurship, and business innovation ecosystem by providing the support and tools needed for businesses to thrive.

Page 2;

II. TARGET INDUSTRY ANALYSIS INTRODUCTION Despite Oklahoma's long legacy in the oil and gas industry, the Association of Central Oklahoma Governments (ACOG) region has an increasingly diverse economic base in a wide variety of industries. As a state, Oklahoma identifies six target sectors. • aerospace & defense • agriculture & bioscience • energy • transportation & distribution • manufacturing • information & financial services.

Our company and NGO fall into several **TARGET SECTOR** industries for ACOG.

Comprehensive Plan 2008 Chapter 2

Correlative Description: Building a Smart City at Heritage Park Mall

Digital Dynasty Institute NGO and our Redevelopment Corporation are transforming the Heritage Park Mall into a cutting-edge smart city, aligned with the principles outlined in **Chapter 2 of the 2008 Comprehensive Plan**. This innovative redevelopment project emphasizes sustainability, economic growth, and community well-being.

The Vision: Heritage Park Mall as a Smart City

Our project reimagines the Heritage Park Mall as a vibrant, multi-use community integrating residential, commercial, and agricultural spaces. The development will feature state-of-the-art digital infrastructure, energy-efficient buildings, and sustainable practices to create a holistic urban environment.

International Trade Business Incubation Hub

Central to our project is the establishment of an International Trade Business Incubation Hub. This hub will serve as a catalyst for economic growth, providing resources and support for startups and small businesses engaged in global trade. The hub aims to foster innovation, facilitate access to international markets, and create a network of entrepreneurs dedicated to sustainable development.

Key Features of the International Trade Business Incubation Hub:

- **Global Networking Opportunities:** Connecting local businesses with international partners, investors, and markets.
- **Educational Programs:** Offering training and workshops on international trade, export regulations, and market entry strategies.
- **Resource Access:** Providing access to financial, legal, and logistical support to help businesses scale globally.

- **Innovation Labs:** Dedicated spaces for developing and testing new products and technologies aimed at global markets such as seed-to-sale software and data-payment technologies.

Job Creation and Export Focus

Addressing the need for more jobs, particularly in exporting, is a critical aspect of our project. The International Trade Business Incubation Hub will directly contribute to job creation by:

- **Supporting Local Entrepreneurs:** Helping local businesses expand their reach and create new employment opportunities.
- **Attracting International Companies:** Encouraging foreign companies to establish operations within the smart city, further boosting job opportunities.
- **Educational and Training Programs:** Equipping residents with the skills needed for jobs in international trade, technology, and sustainable practices.

Sustainable Development Goals (SDGs) Integration

Our project aligns with the United Nations Sustainable Development Goals (SDGs), particularly:

- **Goal 8: Decent Work and Economic Growth:** By fostering job creation through the International Trade Business Incubation Hub.
- **Goal 9: Industry, Innovation, and Infrastructure:** Through the development of modern, sustainable infrastructure and support for innovative businesses.
- **Goal 11: Sustainable Cities and Communities:** By transforming the Heritage Park Mall into a smart city that promotes sustainability, inclusivity, and economic resilience.

Collaborative Approach.

Our NGO and Redevelopment Corporation are committed to working closely with local authorities, community members, and international partners to ensure the project's success. We aim to incorporate feedback and suggestions at every phase, fostering a collaborative environment that supports mutual growth and development.

Conclusion

The redevelopment of the Heritage Park Mall into a smart city is a transformative project that combines sustainable practices with economic growth initiatives. The International Trade Business Incubation Hub, Aquaponics system and the focus on job creation around exporting are pivotal to this vision, ensuring that the community thrives in a globalized economy.

Comprehensive Plan 2008 Chapter 4

Correlative Description: Senior Housing Complex in Midwest City, Oklahoma

1. Alignment with Future Land Use Categories:

The senior housing complex proposed by our NGO aligns primarily with the **High-Density Residential Land Use** category as defined in the **Midwest City Future Land Use Plan** (Comprehensive Plan 2008). This category is intended for traditional apartment-type units in attached living complexes, catering to a demographic that prefers compact living spaces with convenient access to amenities and services.

2. Strategic Location and Design:

The proposed senior housing complex will be strategically located to maximize compatibility with existing land uses and minimize impact from major roadways, aligning with the plan's emphasis on preserving neighborhood integrity and ensuring resident safety. It will also adhere to design concepts such as vertical integration, possibly incorporating ground-floor amenities or services that benefit both residents and the broader community.

3. Support for Community and City Objectives:

In line with Midwest City's goals outlined in the Future Land Use Plan, the senior housing complex will contribute to a balanced and compatible land use pattern. By providing housing options tailored for seniors within existing city limits, it supports sustainable growth practices without expanding geographically. This approach aligns with the city's projection of accommodating future population increases through the redevelopment of existing land.

4. Economic and Social Benefits:

The senior housing complex not only meets demographic housing needs but also enhances the city's economic vitality. It ensures efficient use of public services and infrastructure, minimizing costs associated with urban sprawl. Furthermore, by creating a supportive living environment for seniors, the complex contributes to the overall livability and cultural enrichment of Midwest City, in line with fostering a high quality of life as outlined in the plan.

5. Compatibility and Integration:

To ensure compatibility with neighboring land uses, the senior housing complex will incorporate appropriate buffering, screening, and landscaping measures. These design elements are crucial for enhancing the community's aesthetic appeal and promoting harmonious coexistence between residential and non-residential areas, as emphasized in the plan's guidelines on land use compatibility.

Conclusion

In conclusion, the senior housing complex planned by our NGO exemplifies a proactive approach toward urban development that aligns with the vision outlined in Midwest City's Future Land Use Plan. By focusing on high-density residential development within existing city limits, we contribute to sustainable growth, economic resilience, and community well-being.

Comprehensive Plan 2008 Chapter 6

Our project aligns closely with the objectives and recommendations outlined in Chapter 6 of the 2008 Midwest City Comprehensive Plan for Housing and Neighborhoods. **This chapter emphasizes the need for quality housing, strong neighborhoods, and sustainable development practices.**

Here's a correlative description of how our project aligns with specific aspects of this chapter:

Sustainable Housing and Neighborhoods

Quality Construction and Maintenance:

Chapter 6 underscores the importance of quality construction and maintenance of housing units. Our project prioritizes the use of high-quality, durable materials and modern construction techniques to ensure longevity and reduce the need for frequent maintenance. This aligns with the chapter's call for housing that remains in excellent condition over time.

Accessibility to Schools and Recreational Facilities:

The plan advocates for neighborhoods where schools and recreational facilities are centrally located. Our project design incorporates easy access to these facilities, promoting a family-friendly environment and encouraging community engagement.

Strategic Placement of Non-Residential Land Uses:

We have carefully planned the integration of non-residential land uses such as retail and public services onsite with our residential areas. This strategic placement enhances convenience for residents and supports the chapter's goal of creating balanced, mixed-use neighborhoods.

Community and Belonging

Fostering a Sense of Community:

The chapter highlights the need for neighborhoods where residents can develop a sense of belonging. Our project includes public education around international trade

and social areas that encourage interactions among residents, thereby fostering a strong sense of community.

Opportunities for Social Interaction:

We have designed the project to include various social amenities such as a community event center, playground, and indoor walking trail. These features provide ample opportunities for residents to engage with each other, supporting the chapter's emphasis on social interaction.

Safety and Infrastructure

Emergency Services Accessibility:

Ensuring that emergency services are readily accessible is a priority in the comprehensive plan. Our plan is to strategically work with the City to include nearby or onsite emergency services.

Adequate Lighting and Safety Features:

The plan calls for adequate lighting and other safety features in neighborhoods. Our project shall include modern street lighting, pedestrian pathways, and security measures that enhance the safety and comfort of residents.

Investment and Property Values

Continued Investment in Public and Private Property:

Our project encourages continued investment in the neighborhood through regular maintenance and community-driven initiatives. This aligns with the plan's goal of stabilizing property values and ensuring the long-term economic health of the area.

Environmental Considerations

Proximity to Green Spaces and Trails:

We have ensured that homes in our project are in close proximity to green spaces, hiking, and biking trails currently being constructed and updated by Midwest City.

Preservation of Existing Site Features:

In line with the plan's recommendations, our project preserves existing natural features such as trees and topography. We plan on working closely with the City on designing the layout to minimize the impact on the natural landscape, promoting environmental sustainability and enhancing the aesthetic value of the neighborhood.

Implementation of Model Neighborhood Elements

Anti-Monotony Standards:

To avoid the cookie-cutter effect, our project includes diverse architectural designs and varied building materials. This approach creates a visually appealing neighborhood and aligns with the plan's anti-monotony standards.

Pedestrian Connectivity:

Our project shall emphasize pedestrian connectivity by including extensive sidewalk networks and pedestrian-friendly pathways that link various parts of the neighborhood. This encourages walking and reduces reliance on automobiles, aligning with the chapter's recommendations for pedestrian connections.

Conclusion

By aligning our project with these principles and recommendations from Chapter 6 of the 2008 Comprehensive Plan, we are contributing to the creation of sustainable, vibrant, and high-quality neighborhoods in Midwest City.

Comprehensive Plan 2008 Chapter 8

Alignment of the Scientific Smart City with the 2008 Midwest City Comprehensive Plan Chapter 8:

The development of a scientific smart city aligns seamlessly with the goals and objectives outlined in Chapter 8 of the Midwest City Comprehensive Plan 2008, **focusing on economic development strategies**. Below is a detailed description of how the scientific smart city aligns with the specific language and objectives of Chapter 8.

1. Introduction and Economic Development Targets

Chapter 8 defines economic development as the process influencing the growth and restructuring of an economy to enhance economic well-being, aiming at job creation and improving the quality of life. The scientific smart city initiative supports this definition by:

- **Creating new business/industry:** The smart city will attract tech-driven businesses, fostering innovation and expanding the tax base through increased employment in high-tech sectors.
- **Enhancing existing business/industry:** By integrating smart technologies, existing businesses can enhance their operations, improving efficiency and competitiveness.
- **Attracting outside investment:** The advanced infrastructure and smart city amenities will draw investors and tourists, stimulating local spending.

2. Review of the Goals & Objectives of Chapter 8 of the Comprehensive Plan

Goal 12 of the Comprehensive Plan: Provide a stable, high-quality economic environment.

The smart city aligns with the goal by offering a high-quality live, learn, and play environment through smart infrastructure, which includes:

- **Objective 12.1:** Acting as a "business advocate" by simplifying the development process using digital platforms and smart technologies.
- **Objective 12.2:** Establishing high standards for non-residential development with state-of-the-art facilities that meet modern economic demands.
- **Objective 12.3:** Implementing key image enhancement projects through smart city initiatives, improving urban aesthetics and functionality.
- **Objective 12.4:** Promoting primary job creation by attracting tech firms and startups that export services and products globally.
- **Objective 12.5:** Increasing high-paying jobs by developing sectors such as IT, R&D, and engineering within the smart city framework.
- **Objective 12.6:** Develop a target business list focusing on tech-driven enterprises and smart industries.
- **Objective 12.7:** Implementing business retention strategies through continuous innovation and support services for local businesses.

3. Economic Characteristics

Industry Information and Employment Trends:

The scientific smart city will address the current economic characteristics by:

- Expanding employment in professional, scientific, and technical services, is crucial for smart city development.
- Encouraging diversification in industries, moving beyond traditional sectors to incorporate more tech-driven opportunities.

Location Quotient Analysis:

The smart city initiative will focus on developing export industries, crucial for economic expansion. By enhancing sectors with high LQs, such as public administration and other services, and introducing new high-LQ industries like technology and research, the local economy will grow through external investments.

4. Current Economic Development Efforts

Chamber of Commerce and Business Assistance Zones:

The scientific smart city will collaborate with the Chamber of Commerce to provide incentives and support for businesses, ensuring:

- Efficient use of special incentives and business assistance zones to attract high-tech firms.
- Development projects such as the 29th Street/Downtown Redevelopment Project and Tinker Business and Industrial Park (CAN) incorporate smart city technologies to enhance these areas.

Smart city infrastructure will significantly improve the quality of life by:

Image and Design:

Implementing smart city technologies will improve the city's image and design, making it a hub of innovation and modernity.

Housing and Neighborhoods:

Smart housing solutions and smart initiatives will ensure sustainable and high-quality living environments.

Conclusion

The development of a scientific smart city aligns with the economic development strategies outlined in the 2008 Comprehensive Plan for Midwest City by focusing on creating a high-quality economic environment, supporting existing businesses, attracting new industries, and improving the overall quality of life for residents. Through strategic planning and the implementation of advanced technologies, the smart city initiative will drive economic growth and sustainability in line with the objectives and recommendations of Chapter 8.

Further Correlations between Our Unity Project and the needs of the Residents of Midwest City via their 2008 Comprehensive Plan at the request of Midwest City Municipal Corp. and/or its Urban Renewal Authority. The Importance of being a “Business Advocate” is stressed in the comprehensive plan in chapters 2 & 8 in which we are in accordance.

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 23, 2024

SUBJECT : Public Hearing, discussion, consideration, and possible action of an ordinance amending Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections; Section 43-182, Connections to sewer mains in Sections 9 and 10, Township 11 N, Range 1 W; Section 43-183, Connections to sewer mains in Sections 1, Township 11N, Range 2W; Section 43-184, Reserved; providing for repealer and severability.

This item is the first of three City Council action items that will need to happen in consecutive order for the purposes of lifting the sewer moratorium.

1. Development Fee – to help fund the necessary capital improvements
2. Sewer Rate Increase – to help fund the necessary capital improvements
3. Sewer Moratorium – once the proposed capital plan is funded; City staff can begin improvements concurrently with development.

The ordinance presented is to help fund the necessary capital improvements to increase capacity of our sanitary sewer system on the east side in reference to the moratorium passed by City Council on August 22, 2023 by resolution.

As part of the proposed ordinance; Sections 43-182 and 43-183 of the municipal ordinance are being repealed and placed into reserve, thereby eliminating two sewer connection fees within the areas identified in the Ordinance.

The City Council entered into an agreement with Freese and Nichols (FNI) to first study the capacity of the system and later a secondary effort to determine a funding mechanism to pay for those improvements.

City Council was presented with the options during a Special Council meeting on February 8, 2024 at which time City Council instructed staff to pursue the suggested solution of utilizing a series of revenue bonds. The payments for those bonds will be paid for by an estimated increase of **\$3.77** to the minimum sewer rates across the entire City AND the proposed Development Fee to the any new connections within the affected area (moratorium area).

Pursuant to Title 62 of the Oklahoma Statutes (O.S.), Section 895, municipalities are given the authority to, by ordinance, resolution or regulation adopt Development Fees, which is defined in 62 O.S. Sec. 895 (A) (1) as meaning: “any payment of money imposed, in whole or in part, as a condition of approval of any building permit, plat approval, or zoning change, to the extent the fee is to pay for public infrastructure systems that are attributable to new development or to expand or modify existing development.”

This is the second of the two required public hearings. The Midwest City Planning Commission had a special meeting on Monday, March 11, 2024. At that meeting, I presented background information on the east side sewer study and presented this same ordinance and how it would be applied. There was general discussion among the Planning Commissioners. Two citizens spoke in opposition to the ordinance. The following motion was made and approved unanimously by all six planning commissioners.

“I'd like to make a motion that we approve the ordinance, or approve recommendation to the City Council of the ordinance with the caveat of we're not satisfied with the percentages and we'd like them to reevaluate these percentages.”


At the City Council meeting on March 26, 2024; this item was pulled from the agenda with no action taken. Since that time, staff has amended the ordinance language to reflect a different cost structure.

- Single Family Residential: \$1.17 per square foot of structure.
- Non-Single Family Residential: Based on equivalent water meter of one Development Unit = \$3,126.71.

Attached is supporting information that has been posted on our website.

www.midwestcityok.org/community-development/page/development-fee

- Notice
- Development Fee Justification
- Development Fee – Draft Ordinance Updated 3.6.2024
- Component Capital Improvement Plan



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

Attachment

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 43 WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY; ARTICLE III, SEWERS AND SEWAGE DISPOSAL; DIVISION 5, OTHER PROVISIONS RELATING TO TAPS AND CONNECTIONS; SECTION 43-182, CONNECTIONS TO SEWER MAINS IN SECTIONS 9 AND 10, TOWNSHIP 11 N, RANGE 1 W; SECTION 43-183, CONNECTIONS TO SEWER MAINS IN SECTIONS 1, TOWNSHIP 11N, RANGE 2W; SECTION 43-184, RESERVED; PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 5, Other Provisions Related to Taps and Connections, Section 43-182, Connections to sewer mains in Sections 9 and 10, Township 11 N, Range 1 W, is hereby revoked and placed in reserve:

Sec. 43-182. - Connections to sewer mains in Sections 9 and 10, Township 11 N, Range 1 W. Reserved.

~~For all persons tying onto public sewer and whose discharge will flow through the sanitary sewer line that discharges to lift station no. 4, located approximately nine hundred eighty five (985) feet west of the intersection of SE 15th Street and Hiwassee there is hereby established a three hundred and fifty dollar (\$350.00) sewer line assessment fee which must be paid at the time a building permit is issued or at the time of tying onto the above described lines or any extension thereof. This fee shall be in addition to all other current fees or charges. The fee established by this section shall remain in effect until revenues from this fee equals construction and right of way costs associated with the above described lines. The revenues from this fee shall be placed in the sewer improvement/construction account in order to reimburse that account.~~

Section 2. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 5, Other Provisions Related to Taps and Connections, Section 43-183, Connections to sewer mains in Sections 1, Township 11N, Range 2W, is hereby revoked and placed in reserve:

Sec. 43-183. - Connections to sewer main located in Sections 1, Township 11N, Range 2W Reserved.

~~For all persons tying onto the sanitary sewer line located at the intersection of Caldwell Drive and Southern Oaks Drive in the west right of way of Caldwell Drive and extending north six hundred ninety (690) feet, there is hereby established a one thousand dollar (\$1,000.00) sewer line assessment fee which must be paid at the time a building permit is issued or at the time of~~

1 ~~tying onto the above described line or any extension thereof. This fee shall be in addition to all~~
2 ~~other fees or charges. The fee established by this section shall remain in effect until revenues~~
3 ~~from this fee equal the twenty thousand dollar (\$20,000) construction and right of way costs~~
4 ~~associated with the above described line. The revenues from this fee shall be placed in the sewer~~
5 ~~improvement/construction account in order to reimburse that account.~~

6
7 **Section 3.** That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal
8 and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 5, Other Provisions
9 Related to Taps and Connections, Section 43-184, Reserved; is hereby taken out of reserve and
10 amended to read as follows:

11
12 **43-184. – Reserved.–Development fee for new construction that connects to sewer mains in**
13 **portions of Sections 30, 31, 32, 33, Township 12 North, Range 1 West, and Sections 5, 6, 7, 8,**
14 **9 and 10, Township 11 North, Range 1 West, all in Oklahoma County, Oklahoma.**
15

16 A. Development Fee is hereby established for all single family residential building permits
17 for:
18

- 19 1. new construction; or
- 20 2. additions which results in an increase of square foot of building. For an increase to
21 the size of the square foot of building, the Development Fee charged shall be the
22 difference of the square foot of the existing building and proposed building;
23

24 that will connect to public sewer in the areas identified in Figure 43-184.1 below, in the amount
25 of one dollar and seventeen cents (\$1.17) per square foot.
26

27 B. Development Fee is hereby established for all agricultural, commercial, industrial, and
28 multi-family residential building permits, based on a Development Unit calculated based on size
29 of water meter for:
30

- 31 1. new construction; or
- 32 2. remodeling or additions which results in the addition of a water meter or an increase
33 to the size of an existing water meter. For an increase to the size of an existing water
34 meter, the Development Fee charged shall be the difference of Development Units
35 between the existing water meter size and new water meter size;
36

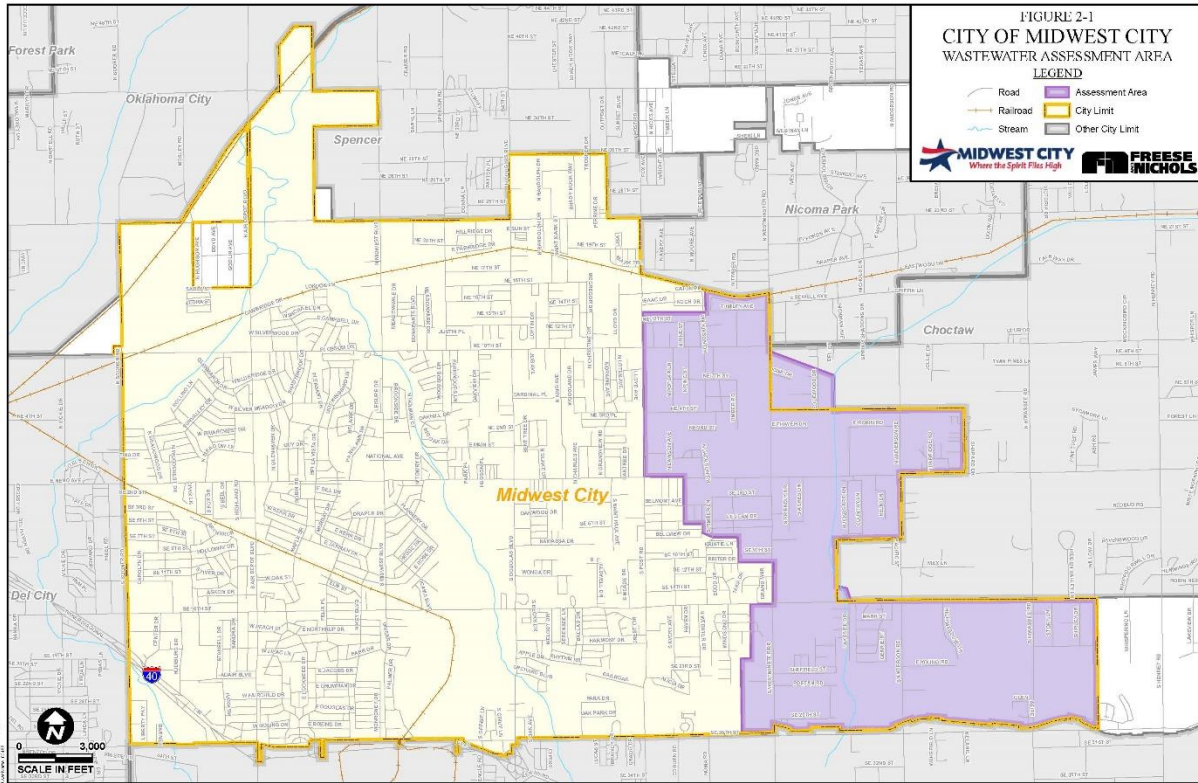
37 that will connect to public sewer in the areas identified in Figure 43-184.1 below, in the amount
38 of three thousand one hundred twenty six dollars and seventy one cents (\$3,126.71) per
39 Development Unit. A Development Unit is calculated based on size of water meter, as follows:
40

1

DEVELOPMENT FEE SCHEDULE			
<u>Typical Land Use</u>	<u>Meter Size</u>	<u>Flow Rate (Gallons Per Minute)</u>	<u>Development Units</u>
<u>Agricultural, Commercial, Industrial, and Multi-Family Residential</u>	<u>5/8" x 3/4"</u>	<u>35</u>	<u>1.0</u>
	<u>1"</u>	<u>55</u>	<u>1.57</u>
	<u>1 1/2"</u>	<u>200</u>	<u>5.71</u>
	<u>2"</u>	<u>250</u>	<u>7.14</u>
	<u>3"</u>	<u>650</u>	<u>18.57</u>
	<u>4"</u>	<u>1250</u>	<u>35.71</u>
	<u>6"</u>	<u>2500</u>	<u>71.43</u>
	<u>8"</u>	<u>3500</u>	<u>100.00</u>

2
3

Figure 43-184.1



4
5

1
2 C Annual review of Development Fee.

3 The Development Fee may be adjusted annually by the average monthly increase in the
4 Consumer Price Index, U.S. City Average for all Urban Consumers, Water Sewer Trash
5 Collection, Not Seasonally Adjusted. (Published by the United States Bureau of Labor Statistics,
6 Consumer Price Index) (the "CPI") during the twelve (12) most recently published months. In
7 the event U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular
8 CPI, an equally authoritative measure of change in purchasing power of the U.S. dollar may be
9 substituted as approved by the City Manager. The annual CPI adjustment will be implemented
10 by May 1st of each year.

11
12 1. The fee is defined as:

13 Development Fee = (C x F) + F

14 Where:

15 C = CPI

16 F = Current Fee as of the adoption of this ordinance

17
18 D. The Development Fee shall be charged on each building permit issued as described above
19 in the area identified in Figure 43-184.1, except for any connection to the City's public sewer
20 system where water is provided through the use of a private water well. The Development Fee
21 for any connection to the City's public sewer system where water is provided through a private
22 water well shall be charged when the plumbing permit is issued in the area listed in Figure 43-
23 184.1.

24 1. For single family residential uses, within the exception above, the Development
25 Fee shall be by the square foot as stated above in 43-184(A).

26 2. For any other use, other than single family residential, for the exception listed
27 above, an Oklahoma licensed architect or engineer shall provide to the City the sewer use
28 calculations which will determine the equivalent Development Unit listed above in
29 "Development Fee Schedule". The City shall review and approve the calculations.

30
31 E. The Development Fee shall be charged on each new sewer connection at existing
32 buildings in the area identified in Figure 43-184.1. The Development Fee for any connection to
33 the City's public sewer system shall be charged when the plumbing permit is issued in the area
34 listed in Figure 43-184.1.

35 1. For single family residential uses, within the exception above, the Development
36 Fee shall be by the square foot as stated above in 43-184(A).

37 2. For any other use, other than single family residential, the Development Fee shall
38 be by the Development Unit listed above in "Development Fee Schedule".

39
40 F. The revenues from this fee shall be placed in the Sewer Development Fee account.

41
42 G. The Development Fee shall automatically terminate once payment for the construction
43 of the expansion of the sewer system in the affected area is completed.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 43 WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY; ARTICLE III, SEWERS AND SEWAGE DISPOSAL; DIVISION 5, OTHER PROVISIONS RELATING TO TAPS AND CONNECTIONS; SECTION 43-182, CONNECTIONS TO SEWER MAINS IN SECTIONS 9 AND 10, TOWNSHIP 11 N, RANGE 1 W; SECTION 43-183, CONNECTIONS TO SEWER MAINS IN SECTIONS 1, TOWNSHIP 11N, RANGE 2W; SECTION 43-184, RESERVED; PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 5, Other Provisions Related to Taps and Connections, Section 43-182, Connections to sewer mains in Sections 9 and 10, Township 11 N, Range 1 W, is hereby revoked and placed in reserve:

Sec. 43-182. - Reserved.

Section 2. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 5, Other Provisions Related to Taps and Connections, Section 43-183, Connections to sewer mains in Sections 1, Township 11N, Range 2W, is hereby revoked and placed in reserve:

Sec. 43-183. - Reserved.

Section 3. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 5, Other Provisions Related to Taps and Connections, Section 43-184, Reserved; is hereby taken out of reserve and amended to read as follows:

43-184. – Development fee for new construction that connects to sewer mains in portions of Sections 30, 31, 32, 33, Township 12 North, Range 1 West, and Sections 5, 6, 7, 8, 9 and 10, Township 11 North, Range 1 West, all in Oklahoma County, Oklahoma.

A. Development Fee is hereby established for all single family residential building permits for:

1. new construction; or
2. additions which results in an increase of square foot of building. For an increase to the size of the square foot of building, the Development Fee charged shall be the difference of the square foot of the existing building and proposed building;

1 that will connect to public sewer in the areas identified in Figure 43-184.1 below, in the amount
2 of one dollar and seventeen cents (\$1.17) per square foot.
3

4 B. Development Fee is hereby established for all agricultural, commercial, industrial, and
5 multi-family residential building permits, based on a Development Unit calculated based on size
6 of water meter for:
7

- 8 1. new construction; or
- 9 2. remodeling or additions which results in the addition of a water meter or an increase
10 to the size of an existing water meter. For an increase to the size of an existing water
11 meter, the Development Fee charged shall be the difference of Development Units
12 between the existing water meter size and new water meter size;
13

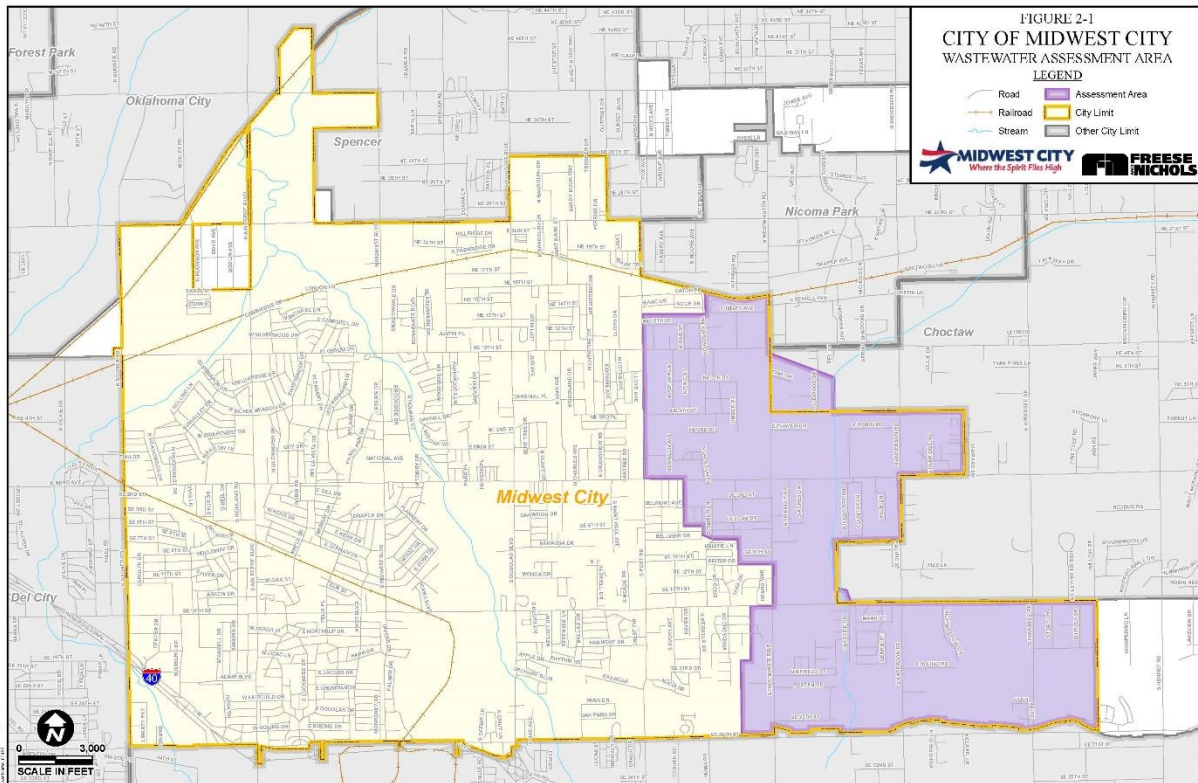
14 that will connect to public sewer in the areas identified in Figure 43-184.1 below, in the amount
15 of three thousand one hundred twenty six dollars and seventy one cents (\$3,126.71) per
16 Development Unit. A Development Unit is calculated based on size of water meter, as follows:
17

1

DEVELOPMENT FEE SCHEDULE			
<u>Typical Land Use</u>	<u>Meter Size</u>	<u>Flow Rate (Gallons Per Minute)</u>	<u>Development Units</u>
<u>Agricultural, Commercial, Industrial, and Multi-Family Residential</u>	<u>5/8" x 3/4"</u>	<u>35</u>	<u>1.0</u>
	<u>1"</u>	<u>55</u>	<u>1.57</u>
	<u>1 1/2"</u>	<u>200</u>	<u>5.71</u>
	<u>2"</u>	<u>250</u>	<u>7.14</u>
	<u>3"</u>	<u>650</u>	<u>18.57</u>
	<u>4"</u>	<u>1250</u>	<u>35.71</u>
	<u>6"</u>	<u>2500</u>	<u>71.43</u>
	<u>8"</u>	<u>3500</u>	<u>100.00</u>

2
3

Figure 43-184.1



4
5

1
2 C Annual review of Development Fee.

3 The Development Fee may be adjusted annually by the average monthly increase in the
4 Consumer Price Index, U.S. City Average for all Urban Consumers, Water Sewer Trash
5 Collection, Not Seasonally Adjusted. (Published by the United States Bureau of Labor Statistics,
6 Consumer Price Index) (the "CPI") during the twelve (12) most recently published months. In
7 the event U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular
8 CPI, an equally authoritative measure of change in purchasing power of the U.S. dollar may be
9 substituted as approved by the City Manager. The annual CPI adjustment will be implemented
10 by May 1st of each year.
11

12 1. The fee is defined as:

13 Development Fee = (C x F) + F

14 Where:

15 C = CPI

16 F = Current Fee as of the adoption of this ordinance
17

18 D. The Development Fee shall be charged on each building permit issued as described above
19 in the area identified in Figure 43-184.1, except for any connection to the City's public sewer
20 system where water is provided through the use of a private water well. The Development Fee
21 for any connection to the City's public sewer system where water is provided through a private
22 water well shall be charged when the plumbing permit is issued in the area listed in Figure 43-
23 184.1.

24 1. For single family residential uses, within the exception above, the Development
25 Fee shall be by the square foot as stated above in 43-184(A).

26 2. For any other use, other than single family residential, for the exception listed
27 above, an Oklahoma licensed architect or engineer shall provide to the City the sewer use
28 calculations which will determine the equivalent Development Unit listed above in
29 "Development Fee Schedule". The City shall review and approve the calculations.
30

31 E. The Development Fee shall be charged on each new sewer connection at existing
32 buildings in the area identified in Figure 43-184.1. The Development Fee for any connection to
33 the City's public sewer system shall be charged when the plumbing permit is issued in the area
34 listed in Figure 43-184.1.

35 1. For single family residential uses, within the exception above, the Development
36 Fee shall be by the square foot as stated above in 43-184(A).

37 2. For any other use, other than single family residential, the Development Fee shall
38 be by the Development Unit listed above in "Development Fee Schedule".
39

40 F. The revenues from this fee shall be placed in the Sewer Development Fee account.
41

42 G. The Development Fee shall automatically terminate once payment for the construction
43 of the expansion of the sewer system in the affected area is completed.
44

1 **Section 4. REPEALER.** All other ordinances or parts of ordinances in conflict herewith are hereby
2 repealed.

3
4 **Section 5. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
5 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
6 of the ordinance.

7
8 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City
9 of Midwest City, Oklahoma, this _____ day of _____, 2024.

10
11 **THE CITY OF MIDWEST CITY, OKLAHOMA**

12
13
14 _____
15 MATTHEW D. DUKES, II, Mayor

16
17 ATTEST:
18
19
20 _____
21 SARA HANCOCK, City Clerk

22
23 Approved as to form and legality this ____ day of _____, 2024.
24
25
26 _____
27 DONALD D. MAISCH, City Attorney

28

DEVELOPMENT FEE JUSTIFICATION

Pursuant to Title 62 of the Oklahoma Statutes (O.S.), Section 895, municipalities are given the authority to, by ordinance, resolution or regulation adopt Development Fees, which is defined in 62 O.S. Sec. 895 (A) (1) as meaning: “any payment of money imposed, in whole or in part, as a condition of approval of any building permit, plat approval, or zoning change, to the extent the fee is to pay for public infrastructure systems that are attributable to new development or to expand or modify existing development.” Pursuant to 62 O.S. Sec. 895 (B) and (C) the following information is required to be ascertained by the municipality to be able to adopt a Development Fee:

1. 62 O.S. Sec. 895 (B)(1): Development fees shall not exceed a clear, ascertainable, and reasonably determined proportionate share of the cost of capital improvement to the public infrastructure system attributable to the expansion or increase in functional service capacity generated, or to be generated by, the development being charged the fee. There shall be a clearly established functional nexus between the purpose and amount of the development fee being charged and the development against which the fee is charged. In determining the development fee, the municipality shall make a documented effort to quantify the projected impact from development and determine that the proposed development fee is reasonably and roughly proportional to the nature and extent of the impact of development.

Response: The City of Midwest City commissioned an engineering evaluation of various lift stations and sewer lines on the East side of the Midwest City to determine capacity. The reason for the requested study was due to the anticipated equivalent construction of between 2,900 to 4,000 new homes in the affected service area. The study found that 3 lift stations and certain sewer lines were near or at capacity. The addition of the anticipated construction would make the lift stations and certain sewer lines beyond capacity. The estimated cost to remedy the over capacity of the lift stations and sewer lines was determined to be approximately \$62,037,464.00. It is anticipated that the Development Fee would cover less than 30% of the estimated costs to remedy the over capacity of the lift stations and sewer lines.

2. 62 O.S. Sec. 895 (B)(2): Development fees cannot be adopted or used to fund repairs, maintenance, restorations, refurbishments, alterations, improvements, or fixes to existing public infrastructure systems in any way that does not result in an increase or expansion in the functional service capacity of the system which is available to serve new or expanded existing growth and development in the applicable service area.

Response: The Development Fee would be used to fund sewer system improvements that would increase or expand the capacity of the sewer system, including: lift station upgrades; enlargement of sewer piping, necessary to meet growth capacity demands for the anticipated construction of between 2,900 to 4,000 new homes in the affected service area.

3. 62 O.S. Sec. 895 (B)(3): The development fees shall be based on actual system improvement costs or reliable, ascertainable and reasonable projected estimates of the

costs. Any estimates of costs shall be based upon factual and historically realized costs for similar system capital improvements.

Response: As stated above the Development Fee is based on the projected cost to expand the wastewater system in the affected service area to meet growth capacity demands as determined by the previously referenced engineering report. As previously stated, it is anticipated that the Development Fee will cover less than 30% of the projected costs of the project to meet the portion of costs related to growth.

4. 62 O.S. Sec. 895 (B)(4): Development fees may only be imposed to recover or fund the costs of public infrastructure system capital improvements, including, but not limited to, the cost of real property interest acquisitions, rights-of-ways, capital improvements, design, construction, inspection, and capital improvement construction administration, related to one or more public infrastructure systems.

Response: The Development Fee will only be used to cover those costs anticipated to expand the capacity of the sewer system so that the sewer system can safely and properly handle the additional wastewater flow from the anticipated construction of the equivalent of 2,900 to 4,000 new homes in the affected service area.

A municipal development fee ordinance, resolution, or regulation shall provide for the following:

5. 62 O.S. Sec. 895 (C)(1): A schedule of development fees specifying the development fee for various land uses per unit of development, the purpose for the development fee, and termination of the development fee when the applicable public infrastructure system has been fully funded and the expanded or modified development has no additional impact on the public infrastructure system.

Response: See the proposed Development Fee Ordinance.

6. 62 O.S. Sec. 895 (C)(2): A component capital improvement plan that:
 - a. lists public infrastructure system capital projects or facility expansions that are necessitated by development of various land uses in designated areas,
 - b. provides reasonable notice to developers of specific public infrastructure system impacts from development of various land uses within the area of the development, and
 - c. delineates the property locations that are clearly served by the public infrastructure system that will be funded through the development fee.

In the alternative, a municipality may establish one or more service areas for the collection of development fees. As used in this section, "service area" means a geographic area defined by a municipality in which a defined public infrastructure system provides service to developments within that service area. Service areas shall be carefully drawn so as to include only property locations that are clearly served by the cost of capital improvements that increase or expand the functional service capacity of the public infrastructure system

that will be funded through the development fee that is associated with the service area. The determinations regarding the establishment of one or more service areas will be a matter of legislative determination and discretion. Different public infrastructure systems may have different and separately defined service areas unique to each system's coverage. The development fees within a particular service area may be different as applied to different types of land uses.

Response: A Component Capital Improvement Plan has been developed as a part of the engineering report. The public infrastructure capital projects are identified for the Eastside affected service area. The affected service area boundary is delineated in the engineering report as the Eastside service area but includes extra-territorial property that discharges into the Eastside sewer service area.



Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

MEMORANDUM

TO: Honorable Mayor and Council

FROM: R. Paul Streets, Public Works Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges; Section 43-224 Sewer User Charge; Section 43-230 Capital Improvement Charges; and providing for a repealer and severability.

In 2022, the City of Midwest City commissioned an engineering evaluation of various lift stations and sewer lines on the east side of Midwest City to determine capacity. The reason for the requested study was due to the anticipated construction of between 2,900 to 4,000 new homes in the affected service area. The study found that 3 lift stations and certain sewer lines were near or at capacity. The addition of the anticipated new sewer connections would cause the lift stations and certain sewer lines to operate beyond capacity. The estimated cost to make the improvements needed to increase the capacity of the lift stations and sewer lines was determined to be approximately \$47,212,386 in 2024 dollars. The engineering study recommended a two-fold source of funding: the establishment of a Development Fee to be added to each building permit issued in the affected area and an increase to the sewer user charge and the capital improvement charges citywide. According to the engineering study and based on projected development over the next twenty-five (25) years, the Development Fee would cover 19% of the estimated costs to increase the capacity of the lift stations and sewer lines in this area while the sewer rate increase will cover the remaining 81% of the estimated costs of these infrastructure improvements and fund additional infrastructure improvements citywide. This ordinance amends the sewer user charge and capital improvement charges citywide accordingly.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY, ARTICLE III, SEWERS AND SEWAGE DISPOSAL, DIVISION 8, USAGE RATES AND CHARGES, SECTION 43-224, SEWER USER CHARGE; SECTION 43-230, CAPITAL IMPROVEMENT CHARGE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge, is hereby amended to read as follows:

Sec. 43-224. Sewer user charge.

- (a) For the purpose of providing funds for the operation and maintenance of the sanitary sewerage system of the city and for other related purposes, there is hereby fixed and established sewer system user charges for the use of the sanitary sewerage system to be levied against each respective user thereof within the city as follows:

Beginning September 1, 2024, Ssewer user charge (minimum) shall be seven dollars and seventy-six cents (\$7.76) twenty dollars and forty-three cents (\$20.43) per month. Rates shall increase annually as follows:

~~Beginning September 1, 2020 \$13.20~~

~~Beginning May 1, 2021 \$14.20~~

~~Beginning May 1, 2022 \$15.20~~

~~Beginning May 1, 2023 \$16.20~~

~~Beginning May 1, 2024 \$17.20~~

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

- (1) A minimum sewer user charge shall apply for wastewater discharges up to two thousand (2,000) gallons per month.
- (2) For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged at a rate of three dollars and seventy-two cents (\$3.72) ~~three dollars and thirteen cents (\$3.13)~~ per one thousand (1,000) gallons.
- (3) The user’s monthly wastewater contribution shall be estimated from the average of the user’s monthly water billed during the months of December, January, February and

1 March, as the water is measured by a water meter or meters of a type approved by the
2 city, or as the wastewater contribution is otherwise currently established.

3 (4) The estimated monthly wastewater contribution from a user shall prevail for a twelve-
4 month period, until a new estimated monthly wastewater contribution is obtained.

5 (5) Beginning September 1, 2024, for industrial and commercial users, the minimum
6 monthly wastewater contribution shall be ~~nine dollars and twenty-six cents~~
7 ~~(\$9.26*)~~ twenty-two dollars and eighty-one cents (\$22.81). For users discharging more
8 than two thousand (2,000) gallons of wastewater per month to the sanitary sewer
9 system, each additional one thousand (1,000) gallons, or portion thereof, shall be
10 charged as shown in subsection 43-224(a)(2) above times the actual water used.

11 ~~Beginning September 1, 2020~~\$15.20*

12 ~~Beginning May 1, 2021~~\$16.20*

13 ~~Beginning May 1, 2022~~\$17.20*

14 ~~Beginning May 1, 2023~~\$18.20*

15 ~~Beginning May 1, 2024~~\$19.20*

16 *—Beginning May 1, 2025, the rates will be adjusted annually by the average monthly
17 increase in the Consumer Price Index as set out in section 43-227.

18 (6) In the event a lot, parcel of land, premises, or facility discharging sewage, industrial
19 waste, water or other liquids, either directly or indirectly into the city's sewer system,
20 or which ultimately enters the sewerage system, is supplied, either in whole or in part,
21 with water from wells or any source other than the city's utilities department, then such
22 wells or other source of supply shall be registered with the city's utilities department
23 on or before June 10, 1986, and if the water from said wells or other supply isn't
24 measured by a water meter, the owner or occupant shall, or the city may at the city's
25 option and at the city's cost, install and maintain a meter on said supplies in such a
26 location and in such a manner as is satisfactory to the city's utilities department. These
27 meters shall serve as a basis for the establishment of the sewer user charge and shall be
28 read monthly or bi-monthly by the city. If, in the opinion of the city, the installation of
29 a meter would be impractical, residential water consumption will be determined by the
30 number in the family for the sewer charge for that household, per the table in
31 subsection 43-224(a)(10). The number of residents of the household will be certified
32 annually. Failure to certify will result in billing at the maximum rate for the next fiscal
33 year. Multifamily dwellings and mobile home parks will be determined by the total
34 number of occupants divided by the number of units or occupied pad to find the
35 average occupancy. This figure will be rounded to the nearest whole number. The
36 sewer rate per unit will be based on the table in subsection 43-224(a)(10). The number
37 of residents of the household will be certified annually. Failure to certify will result in
38 billing at the maximum rate for the next fiscal year. A commercial business which has
39 no means of measuring water consumption will be placed in a class of like businesses
40 whose water consumption was averaged to determine a rate class. Each rate class was
41 determined by a random selection with their water consumption averaged and rounded
42 off to the nearest whole number and multiplied by the present sewer rate per one
43 thousand (1,000) gallons usage. Class rates are as follows:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
-a.	\$594.57	Over 125	189
b.	\$200.19	51—125	63
e.	\$ 49.95	11—50	15
d.	\$ 34.30	Minimum	10

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2

Beginning September 1, 2020:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
-a.	\$606.77	Over 125	189
b.	\$212.39	51—125	63
e.	\$ 62.15	11—50	15
d.	\$ 46.50	Minimum	10

3

4

Beginning May 1, 2021:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
-a.	\$607.77	Over 125	189
b.	\$213.39	51—125	63
e.	\$ 63.15	11—50	15
d.	\$ 47.50	Minimum	10

5

6

Beginning May 1, 2022:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
-a.	\$608.77	Over 125	189
b.	\$214.39	51—125	63
e.	\$ 64.15	11—50	15
d.	\$ 48.50	Minimum	10

7

8

Beginning May 1, 2023:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
-a.	\$609.77	Over 125	189
b.	\$215.39	51—125	63
e.	\$ 65.15	11—50	15
d.	\$ 49.50	Minimum	10

9

10

Beginning May 1, 2024:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
a.	\$610.77	Over 125	189
b.	\$216.39	51—125	63
c.	\$ 66.15	11—50	15
d.	\$ 50.50	Minimum	10

1
2

Beginning September 1, 2024:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
a.	\$610.77 \$725.60	Over 125	189
b.	\$216.39 \$257.07	51—125	63
c.	\$ 66.15 \$78.59	11—50	15
d.	\$ 50.50 \$60.00	Minimum	10

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Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

Any other type of sewer user who does not fall within the definitions above will be billed in the same manner as a commercial business.

8 (7) Beginning September 1, 2024, mMultifamily complexes that contain three (3) or more
9 units, including apartments, shall be charged ~~seven dollars and seventy six cents~~
10 ~~(\$7.76)*~~ twenty dollars and forty-three cents (\$20.43) per unit per month, plus ~~three~~
11 ~~dollars and thirteen cents (\$3.13)~~ three dollars and seventy-two cents (\$3.72) per one
12 thousand (1,000) gallons based on actual usage each month unless the use of outside
13 water or product water can be determined by the superintendent, whether such unit is
14 occupied or vacant.

~~Beginning September 1, 2020~~ \$13.20* per unit per month
~~Beginning May 1, 2021~~ \$14.20* per unit per month
~~Beginning May 1, 2022~~ \$15.20* per unit per month
~~Beginning May 1, 2023~~ \$16.20* per unit per month
~~Beginning May 1, 2024~~ \$17.20* per unit per month

*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

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(8) Beginning September 1, 2024, mMobile home parks shall be charged ~~seven dollars and~~
~~seventy six cents (\$7.76)*~~ twenty dollars and forty-three cents (\$20.43) per pad per
month, plus ~~three dollars and thirteen cents (\$3.13)~~ three dollars and seventy-two cents
(\$3.72) per one thousand (1,000) gallons based on actual usage each month unless the
use of outside water or product water can be determined by the superintendent, based
upon the highest number of pads occupied for the month.

~~Beginning September 1, 2020~~ \$13.20* per pad per month
~~Beginning May 1, 2021~~ \$14.20* per pad per month

~~Beginning May 1, 2022~~ \$15.20* per pad per month
~~Beginning May 1, 2023~~ \$16.20* per pad per month
~~Beginning May 1, 2024~~ \$17.20* per pad per month

*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

(9) ~~Beginning September 1, 2024, u~~Users who reside in two-family residential units with one (1) meter shall be charged ~~fifteen dollars and fifty-two cents (\$15.52)*~~forty dollars and eighty-six cents (\$40.86) per month, plus ~~three dollars and thirteen cents (\$3.13)~~three dollars and seventy-two cents (\$3.72) per one thousand (1,000) gallons based on water consumption on average billed during December, January, February and March or, in the case of separate water meters for each user, ~~seven dollars and seventy-six cents (\$7.76)**~~twenty dollars and forty-three cents (\$20.43) per month, plus ~~three dollars and thirteen cents (\$3.13)~~three dollars and seventy-two cents (\$3.72) per one thousand (1,000) gallons based on water consumption on average billed during December, January, February and March.

~~Users who reside in two-family residential units with one (1) meter shall be charged:~~

Beginning September 1, 2020	\$26.40*
Beginning May 1, 2021	\$28.40*
Beginning May 1, 2022	\$30.40*
Beginning May 1, 2023	\$32.40*
Beginning May 1, 2024	\$34.40

~~* Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.~~

~~Units with one (1) meter shall be charged:~~

Beginning September 1, 2020	\$13.20**
Beginning May 1, 2021	\$14.20**
Beginning May 1, 2022	\$15.20**
Beginning May 1, 2023	\$16.20**
Beginning May 1, 2024	\$17.20**

~~** Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.~~

(10) For new residential users, there shall be a minimum sewer rate established based on the number of people in the family as per the following table:

Number of People	Minimum Gallons	Amount
-------------------------	------------------------	---------------

1	2,000	\$ 7.76
2	4,000	\$14.02
3	6,000	\$20.28
4	8,000	\$26.54
5 or more	10,000	\$32.80

1

2

Beginning September 1, 2020, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$13.20
2	4,000	\$19.46
3	6,000	\$25.72
4	8,000	\$31.98
5 or more	10,000	\$38.24

3

4

Beginning May 1, 2021, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$14.20
2	4,000	\$20.46
3	6,000	\$26.72
4	8,000	\$32.98
5 or more	10,000	\$39.24

5

6

Beginning May 1, 2022, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$15.20
2	4,000	\$21.46
3	8,000	\$27.72
4	10,000	\$33.98

5 or more	10,000	\$40.24
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1

2

Beginning May 1, 2023, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$16.20
2	4,000	\$22.46
3	6,000	\$28.72
4	8,000	\$34.98
5 or more	10,000	\$41.24

3

4

Beginning May 1, 2024, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$17.20
2	4,000	\$23.46
3	6,000	\$29.72
4	8,000	\$35.98
5 or more	10,000	\$42.24

5

6

Beginning September 1, 2024, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$17.20 <u>\$20.43</u>
2	4,000	\$23.46 <u>\$27.87</u>
3	6,000	\$29.72 <u>\$38.84</u>
4	8,000	\$35.98 <u>\$42.74</u>
5 or more	10,000	\$42.24 <u>\$50.18</u>

7

1 Beginning May 1, 2025, the rates will be adjusted annually by the average monthly
2 increase in the Consumer Price Index as set out in section 43-227.

- 3 (b) For nonresidential users of the city's sewerage system, the following conditions apply:
- 4 (1) *Sewer user charge.* All users of the city's sanitary sewer system having connections
5 serving property beyond the city boundaries shall be charged according to the same
6 rates on water used per month, as set forth in the city ordinances.
- 7 (2) *City not obligated to provide nonresident service.* The city does not obligate itself to
8 furnish sanitary sewer service to any person whomsoever, but will furnish such service
9 as is reasonable within its financial ability to do so.
- 10 (c) Any household whose gross income for its family size is below the amount determined
11 annually by the HUD income guidelines for very low income households, for any tax year,
12 may bring proof of its gross income to the city clerk to receive a credit against its charges
13 for sewer user charge each calendar year. This credit will be calculated as one dollar and
14 fifty cents (\$1.50) per month toward the minimum charge, plus an additional credit of fifty
15 cents (\$.50) per thousand (1,000) gallons above the two thousand-gallon minimum, for each
16 month the household had an account with the city during the tax year shown. Residents
17 requesting this credit must show photo identification to prove ownership of the account and
18 proof of gross income by April 15th of each year.

19
20
21 **SECTION 2.** That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal
22 and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and
23 Charges, Section 43-230, Capital Improvement Charges, is hereby amended to read as follows:

24 **Sec. 43-230. Capital improvement charges.**

25 There shall be established a capital improvement fund for the express purpose of funding
26 improvements to the sanitary sewer system of the City of Midwest City.

- 27 (1) Revenues for this fund shall be deposited in a nontransferable interest bearing account.
28 Funds from other sources may be deposited in this account but, once deposited in this
29 account, can only be expended in the same manner and under the same regulations that
30 govern this account.
- 31 (2) Expenditures may be made from this account for physical capital improvements
32 including, but not limited to, items such as new or upgraded sanitary sewer treatment
33 facilities, new lift stations and the replacement of existing lift stations, new sanitary
34 sewer lines and replacement of old sanitary sewer lines, and engineering studies, site
35 preparation, buildings, structures, furniture, equipment, software and other and/or
36 services necessary or appropriate to effect the improvements to the sewer system.
- 37 (3) Expenditures from this account can also be made for general operation, maintenance,
38 supplies, operational salaries, or any item or structure that has an expected useful life
39 of less than twenty (20) years.
- 40 (4) There is hereby added a ~~fifty-cent (\$0.50)~~ sixty cent (\$0.60) fee per one thousand
41 (1,000) gallons of sewage charged to each customer to fund this account.

1 (5) Expenditures from this account in any amount, in excess of one hundred thousand
2 dollars (\$100,000.00) must be approved by a majority vote of the city council. Any
3 expenditure from this account that is one hundred thousand dollars (\$100,000.00) or
4 less shall be approved by the city manager.

5 (6) In addition to the fee established in paragraph four (4) above, there is hereby added
6 ~~ninety cent (\$0.90)~~ one dollar and seven cent (\$1.07) fee per one thousand (1,000)
7 gallons of sewage billed to each customer to fund this account.
8

9 **Section 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
10 repealed.
11

12 **Section 4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
13 any reason held to be invalid, such decision shall not affect the validity of the remaining
14 provisions of the ordinance.
15

16
17 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
18 Oklahoma, this _____ day of _____, 2024.
19

20
21 THE CITY OF MIDWEST CITY, OKLAHOMA

22 ATTEST:
23
24

25
26 _____
27 MATTHEW D. DUKES, II, Mayor

28
29 _____
30 SARA HANCOCK, City Clerk

31 Approved as to form and legality this _____ day of _____, 2024.
32
33

34
35 _____
DON MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY, ARTICLE III, SEWERS AND SEWAGE DISPOSAL, DIVISION 8, USAGE RATES AND CHARGES, SECTION 43-224, SEWER USER CHARGE; SECTION 43-230, CAPITAL IMPROVEMENT CHARGE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge, is hereby amended to read as follows:

Sec. 43-224. Sewer user charge.

- (a) For the purpose of providing funds for the operation and maintenance of the sanitary sewerage system of the city and for other related purposes, there is hereby fixed and established sewer system user charges for the use of the sanitary sewerage system to be levied against each respective user thereof within the city as follows:

Beginning September 1, 2024, sewer user charge (minimum) shall be twenty dollars and forty-three cents (\$20.43) per month.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in section 43-227.

- (1) A minimum sewer user charge shall apply for wastewater discharges up to two thousand (2,000) gallons per month.
- (2) For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged at a rate of three dollars and seventy-two cents (\$3.72) per one thousand (1,000) gallons.
- (3) The user's monthly wastewater contribution shall be estimated from the average of the user's monthly water billed during the months of December, January, February and March, as the water is measured by a water meter or meters of a type approved by the city, or as the wastewater contribution is otherwise currently established.
- (4) The estimated monthly wastewater contribution from a user shall prevail for a twelve-month period, until a new estimated monthly wastewater contribution is obtained.
- (5) Beginning September 1, 2024, for industrial and commercial users, the minimum monthly wastewater contribution shall be twenty-two dollars and eighty-one cents (\$22.81). For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons,

1 or portion thereof, shall be charged as shown in subsection 43-224(a)(2) above times
2 the actual water used.

3 Beginning May 1, 2025, the rates will be adjusted annually by the average monthly
4 increase in the Consumer Price Index as set out in section 43-227.

- 5 (6) In the event a lot, parcel of land, premises, or facility discharging sewage, industrial
6 waste, water or other liquids, either directly or indirectly into the city's sewer system,
7 or which ultimately enters the sewerage system, is supplied, either in whole or in part,
8 with water from wells or any source other than the city's utilities department, then such
9 wells or other source of supply shall be registered with the city's utilities department
10 on or before June 10, 1986, and if the water from said wells or other supply isn't
11 measured by a water meter, the owner or occupant shall, or the city may at the city's
12 option and at the city's cost, install and maintain a meter on said supplies in such a
13 location and in such a manner as is satisfactory to the city's utilities department. These
14 meters shall serve as a basis for the establishment of the sewer user charge and shall be
15 read monthly or bi-monthly by the city. If, in the opinion of the city, the installation of
16 a meter would be impractical, residential water consumption will be determined by the
17 number in the family for the sewer charge for that household, per the table in
18 subsection 43-224(a)(10). The number of residents of the household will be certified
19 annually. Failure to certify will result in billing at the maximum rate for the next fiscal
20 year. Multifamily dwellings and mobile home parks will be determined by the total
21 number of occupants divided by the number of units or occupied pad to find the
22 average occupancy. This figure will be rounded to the nearest whole number. The
23 sewer rate per unit will be based on the table in subsection 43-224(a)(10). The number
24 of residents of the household will be certified annually. Failure to certify will result in
25 billing at the maximum rate for the next fiscal year. A commercial business which has
26 no means of measuring water consumption will be placed in a class of like businesses
27 whose water consumption was averaged to determine a rate class. Each rate class was
28 determined by a random selection with their water consumption averaged and rounded
29 off to the nearest whole number and multiplied by the present sewer rate per one
30 thousand (1,000) gallons usage. Class rates are as follows:

31 Beginning September 1, 2024:

Class	Monthly Rate	Consumption (000's)	Avg. (in 000's)
a.	\$725.60	Over 125	189
b.	\$257.07	51—125	63
c.	\$78.59	11—50	15
d.	\$60.00	Minimum	10

32
33 Beginning May 1, 2025, the rates will be adjusted annually by the average monthly
34 increase in the Consumer Price Index as set out in section 43-227.

35 Any other type of sewer user who does not fall within the definitions above will be
36 billed in the same manner as a commercial business.

1 (7) Beginning September 1, 2024, multifamily complexes that contain three (3) or more
2 units, including apartments, shall be charged twenty dollars and forty-three cents
3 (\$20.43) unit per month, plus three dollars and seventy-two cents (\$3.72) per one
4 thousand (1,000) gallons based on actual usage each month unless the use of outside
5 water or product water can be determined by the superintendent, whether such unit is
6 occupied or vacant.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly
increase in the Consumer Price Index as set out in section 43-227.

7

8 (8) Beginning September 1, 2024, mobile home parks shall be charged twenty dollars and
9 forty-three cents (\$20.43) per pad per month, plus three dollars and seventy-two cents
10 (\$3.72) per one thousand (1,000) gallons based on actual usage each month unless the
11 use of outside water or product water can be determined by the superintendent, based
12 upon the highest number of pads occupied for the month.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly
increase in the Consumer Price Index as set out in section 43-227.

13

14 (9) Beginning September 1, 2024, users who reside in two-family residential units with
15 one (1) meter shall be charged forty dollars and eighty-six cents (\$40.86) per month,
16 plus three dollars and seventy-two cents (\$3.72) per one thousand (1,000) gallons
17 based on water consumption on average billed during December, January, February
18 and March or, in the case of separate water meters for each user, twenty dollars and
19 forty-three cents (\$20.43) per month, plus three dollars and seventy-two cents (\$3.72)
20 per one thousand (1,000) gallons based on water consumption on average billed during
21 December, January, February and March.

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly
increase in the Consumer Price Index as set out in section 43-227.

22

23 (10) For new residential users, there shall be a minimum sewer rate established based on the
24 number of people in the family as per the following table:

25 Beginning September 1, 2024, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$20.43
2	4,000	\$27.87
3	6,000	\$38.84
4	8,000	\$42.74
5 or more	10,000	\$50.18

26

1 Beginning May 1, 2025, the rates will be adjusted annually by the average monthly
2 increase in the Consumer Price Index as set out in section 43-227.

- 3 (b) For nonresidential users of the city's sewerage system, the following conditions apply:
- 4 (1) *Sewer user charge.* All users of the city's sanitary sewer system having connections
5 serving property beyond the city boundaries shall be charged according to the same
6 rates on water used per month, as set forth in the city ordinances.
- 7 (2) *City not obligated to provide nonresident service.* The city does not obligate itself to
8 furnish sanitary sewer service to any person whomsoever, but will furnish such service
9 as is reasonable within its financial ability to do so.
- 10 (c) Any household whose gross income for its family size is below the amount determined
11 annually by the HUD income guidelines for very low-income households, for any tax year,
12 may bring proof of its gross income to the city clerk to receive a credit against its charges
13 for sewer user charge each calendar year. This credit will be calculated as one dollar and
14 fifty cents (\$1.50) per month toward the minimum charge, plus an additional credit of fifty
15 cents (\$.50) per thousand (1,000) gallons above the two thousand-gallon minimum, for each
16 month the household had an account with the city during the tax year shown. Residents
17 requesting this credit must show photo identification to prove ownership of the account and
18 proof of gross income by April 15th of each year.

19
20 **SECTION 2.** That the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal
21 and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and
22 Charges, Section 43-230, Capital Improvement Charges, is hereby amended to read as follows:

23 **Sec. 43-230. Capital improvement charges.**

24 There shall be established a capital improvement fund for the express purpose of funding
25 improvements to the sanitary sewer system of the City of Midwest City.

- 26 (1) Revenues for this fund shall be deposited in a nontransferable interest bearing account.
27 Funds from other sources may be deposited in this account but, once deposited in this
28 account, can only be expended in the same manner and under the same regulations that
29 govern this account.
- 30 (2) Expenditures may be made from this account for physical capital improvements
31 including, but not limited to, items such as new or upgraded sanitary sewer treatment
32 facilities, new lift stations and the replacement of existing lift stations, new sanitary
33 sewer lines and replacement of old sanitary sewer lines, and engineering studies, site
34 preparation, buildings, structures, furniture, equipment, software and other and/or
35 services necessary or appropriate to effect the improvements to the sewer system.
- 36 (3) Expenditures from this account can also be made for general operation, maintenance,
37 supplies, operational salaries, or any item or structure that has an expected useful life
38 of less than twenty (20) years.
- 39 (4) There is hereby added a sixty cent (\$0.60) fee per one thousand (1,000) gallons of
40 sewage charged to each customer to fund this account.

1 (5) Expenditures from this account in any amount, in excess of one hundred thousand
2 dollars (\$100,000.00) must be approved by a majority vote of the city council. Any
3 expenditure from this account that is one hundred thousand dollars (\$100,000.00) or
4 less shall be approved by the city manager.

5 (6) In addition to the fee established in paragraph four (4) above, there is hereby added a
6 one dollar and seven cent (\$1.07) fee per one thousand (1,000) gallons of sewage billed
7 to each customer to fund this account.

8
9 **Section 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
10 repealed.
11

12 **Section 4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
13 any reason held to be invalid, such decision shall not affect the validity of the remaining
14 provisions of the ordinance.
15

16
17 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
18 Oklahoma, this _____ day of _____, 2024.
19

20
21
22 THE CITY OF MIDWEST CITY, OKLAHOMA

23 ATTEST:
24

25
26 _____
27 MATTHEW D. DUKES, II, Mayor
28

29 _____
30 SARA HANCOCK, City Clerk
31

32 Approved as to form and legality this _____ day of _____, 2024.
33

34
35 _____
36 DON MAISCH, City Attorney

FEE/RATE JUSTIFICATION

ORDINANCES FOR THE CITY OF MIDWEST CITY

CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY

SEWER (WASTEWATER) RATES

The City of Midwest City is proposing to amend the rate schedule governing sewer rates in Sections 43-224 and 43-230. This fee/rate justification is being produced to meet the requirements set forth by the Oklahoma Supreme Court in the case of *Red Slipper Club v. City of Oklahoma City*, 599 P.2d 406, 1979 OK 118.

Each of these regulatory activities are labor-intensive and the costs associated with them are not easy to avoid or minimize. Based upon the premise that the regulated community should bear all or substantially all of the costs routinely or regularly incurred by the City, the current fee structure for these entities is not adequate to recoup the City's expenses. The rate changes proposed for Chapter 43 will permit the City to offset the costs that provide proper handling and disposal of wastewater present in the City of Midwest City. The increased revenue will assist this program to meet the budget demands for the operation and maintenance of the program and reduce the public health risk. Fifty percent (50%) of the revenue received will go to maintenance of the sewer system across the entire city, while the other fifty percent (50%) will go to increasing capacity in the area identified in the sewer moratorium passed by the City in 2023.

Maintaining the current level and quality of oversight will help ensure the community receives a safe and clean environment. The proposed rate change will enable the City to accomplish this important responsibility without creating an undue burden. The changes are necessary to cover increasing costs for these programs, to allow flexibility to better track reporting and streamline processes. The revised rate structure allows greater flexibility to identify types of businesses which will assist in the identification of hazards based on specific establishment types.

COST IMPACT RESPONSE: Those classes of persons affected are the residents and businesses of the City of Midwest City.

The City has received comments from interested parties based on the Development Fee discussion that a Development Fee should not be adopted and that the sewer fees should be increased. The Planning Commission in recommending the Development Fee also requested the City Council to review and reexamine the split between the amount of the Development Fee and the amount of these sewer fees.

BENEFITS: The benefits to the general public derive from continued proper collection and treatment of wastewater are improved public health. The revised fee structure simplifies the calculation for the customer, reduces error and administrative resources for education and support.

PROPOSED FEE CHANGES: The last adjustment to these license fees occurred in 2020. The proposed fee changes from the last set of changes in 2020 are in the Ordinance documents.

ALTERNATIVES CONSIDERED: The City and its consultants reviewed multiple different approaches to funding the wastewater issues. Based on that renewal process, the rate structure that is proposed was done based on the recommendations of the City's consultants, Freese and Nichols.

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 23, 2024

SUBJECT : Discussion, consideration, and possible action regarding Resolution 2023-25 pertaining to the moratorium on new construction and new development that will connect to the Midwest City wastewater collection system that serves a portion of the east side of Midwest City.

This item is presented before the City Council with the assumption that a Development Fee and Sewer Rate increase has been approved.

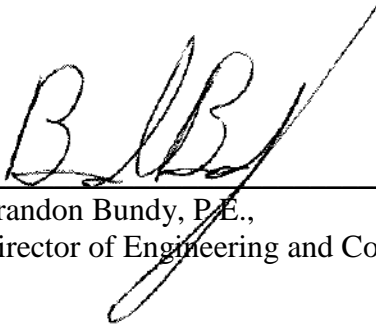
The moratorium was passed by Council on August 22, 2023 by resolution with the intent of developing an action plan and funding mechanism necessary to increase sewer capacity within the identified area.

With the help of Freese and Nichols (FNI); staff has developed the attached action plan (component capital improvement plan). As a summary:

1. Staff has currently engaged separate engineering consultants to complete construction plans to install larger pumps at the Edgewood and Hiawassee Lift Stations. Funding for the construction is in the current budget.
2. Staff will seek a loan to begin the next phase of engineering and construction.
 - a. Upsize of the Timber Ridge Sewer Line
 - b. Upsize of the East 1-5 Sewer Line
 - c. Partial reconstruction of the Hiawassee Lift Station and new associated Force Main.
3. The remaining projects will be based on development progress and will be engineered and constructed as needed.
 - a. Upsize of the Lakeside Dr Sewer Line
 - b. New outfall related to the East 1-5 Lift Station and subsequent removal
 - c. Rebuild of the Edgewood Lift Station

The combination of a Development Fee and Sewer Rate increase is required to fund this action plan.

Staff requests that the moratorium is lifted no earlier than August 22nd, 2024 (30 days). That time will allow for the Development Fee ordinance to be in effect and allow for staff to make the appropriate adjustments to the permitting process. It is important to note that the moratorium prevented approval of Preliminary Plats in the area but not application. So a developer could come in tomorrow with knowledge of the moratorium ended but the earliest that they would be before Planning Commission would be September 3rd.

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and extends above and below the line.

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

CC: Paul Streets, Public Works Director

RESOLUTION 2023- 25

A RESOLUTION TO ESTABLISH A MORATORIUM FOR NEW CONSTRUCTION AND NEW DEVELOPMENT THAT WILL CONNECT TO THE MIDWEST CITY WASTEWATER COLLECTION SYSTEM THAT SERVES A PORTION OF THE EAST SIDE OF MIDWEST CITY.

WHEREAS, in June of 2022, the City of Midwest City (City) issued an Request for Proposal (RFP) to solicit bids to conduct a study of a certain portion of the East side of the Midwest City Wastewater Collection System; and

WHEREAS, the City received proposals and found the proposal from Freese and Nichols, Inc. to be the best proposal; and

WHEREAS, on July 26, 2022, the City entered into a contract with Fresse and Nichols, Inc, to conduct the study; and

WHEREAS, the study was to, among other things, to focus on the capacity of a portion of the City of Midwest City Wastewater Collection System, that serves the Eastside of Midwest City, and is further identified on the attached map, attached hereto as “Exhibit A”; and

WHEREAS, on July 25, 2023, Freese and Nichols, Inc. submitted to the City Council the Study. The City Council voted to accept the Study on July 25, 2023; and

WHEREAS, the Study found certain lift station and certain wastewater collection system lines that are identified in Exhibit “A” at or near capacity; and

WHEREAS, the final report of the Study, signed and sealed by Freese and Nichols, Inc. was submitted to the City on or about August 22, 2023; and

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

Based on the Freese and Nichols, Inc. Study, the City Council hereby declares that as of the 23rd day of August, 2023, there is established a moratorium within the City’s Wastewater Collection System in the area identified in “Exhibit A” as follows:

1. No approval of preliminary plats shall be issued;
2. No approval of minor plats shall be issued;
3. No construction permits for commercial construction shall be issued that either:
 - a. Establish a new connection to the wastewater collection system; or
 - b. Add volume to the wastewater collection system;
4. No construction permits shall be issued to locations that have received preliminary plats if the City has not already received and the City Council taken action on the sewer permit from the Oklahoma Department of Environmental Quality; and
5. No sewer tap shall be approved and installed for any residential site that is not included in either a city approved preliminary plat or minor plat.

The following exceptions are hereby established to the moratorium:

- A. New construction and new development may occur in location identified in "Exhibit A" that does not require connection to the City's Wastewater Collection System and can meet all the requirements of the Oklahoma Department of Environmental Quality for the construction and installation as allowed in Title 252 of the Oklahoma Administrative Code, Chapter 641, entitled, Individual and Small Public On-Site Sewage Treatment Systems, provided, the deed and plat for any such lot specifies that the lot shall never be split, any attempt to split the lot identified in this document into smaller lots shall be denied by the City of Midwest City for further development.
- B. New construction and new development may occur in location identified in "Exhibit A" that pumps and/or flows the wastewater so that the wastewater does not flow into any of the lift stations identified in the Freese and Nichols, Inc. Report.

This moratorium may be amended or modified by the City Council. The City Council shall review this moratorium every six (6) months, at a minimum until lifted.

PASSED AND APPROVED BY the Mayor and City Council of the City of Midwest City on this 22 day of August, 2023.

CITY OF MIDWEST CITY, OKLAHOMA



Matthew D. Dukes, II
Matthew D. Dukes, II, Mayor

Attest:

Sara Hancock
Sara Hancock, City Clerk

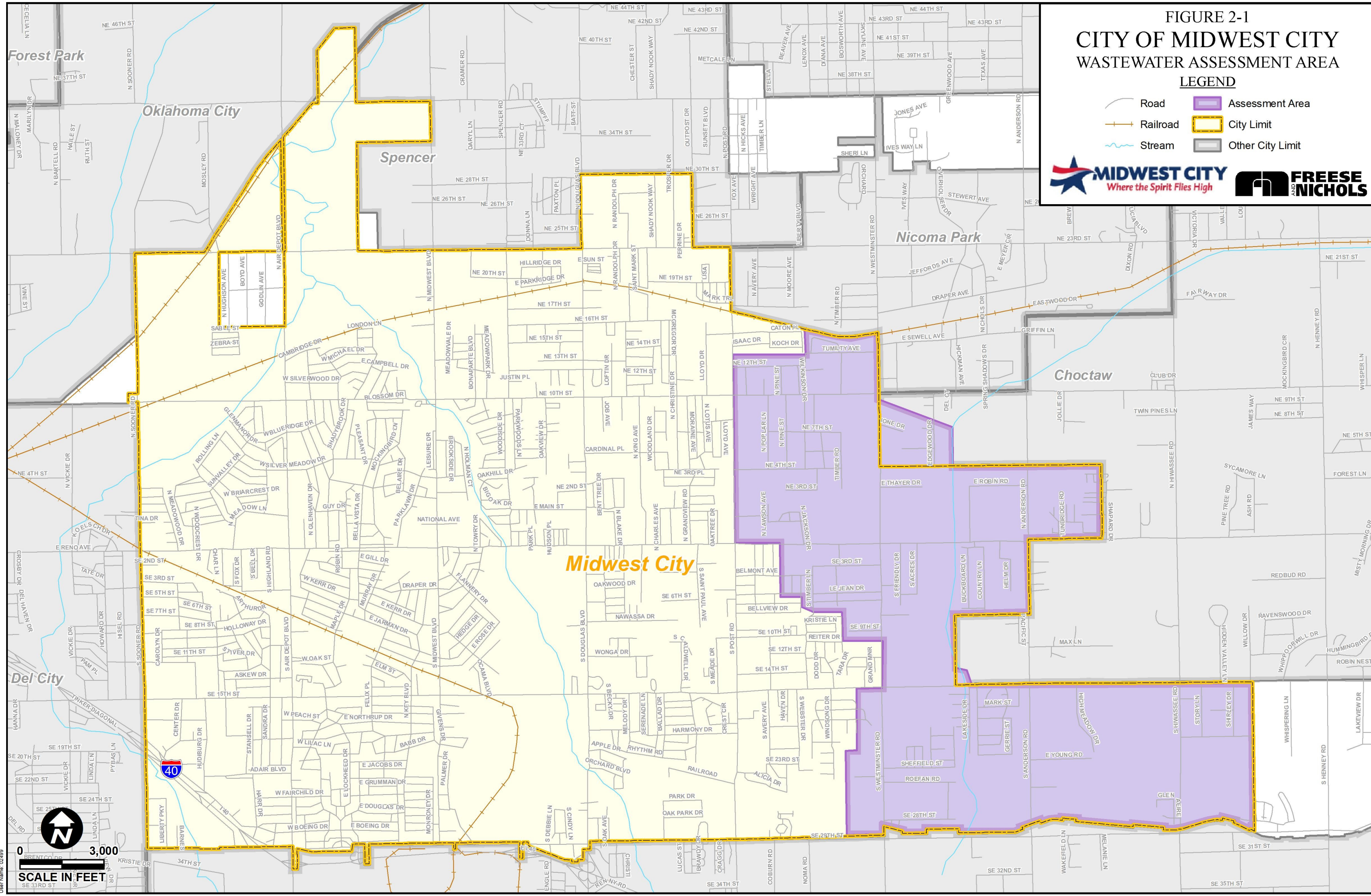
APPROVED as to form and legality this 22nd day of August, 2023.

Donald D. Maisch
Donald D. Maisch, City Attorney

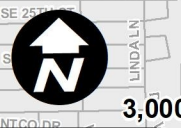
FIGURE 2-1
CITY OF MIDWEST CITY
WASTEWATER ASSESSMENT AREA

LEGEND

-  Road
-  Railroad
-  Stream
-  Assessment Area
-  City Limit
-  Other City Limit



Midwest City



Created By Freese and Nichols, Inc.
 Job No.: MDW22622
 Location: H.W. Planning 01_DELIVERABLES\01_FINAL_REPORT\Figure_2-1\Wastewater_Assessment_Area.mxd
 Updated: Monday, July 17, 2023 3:02:21 PM
 User Name: 02459

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 23, 2024

SUBJECT : Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Wynn Construction Co., Inc. for \$1,614,883 and 210 Calendar Days for the Mid-America Park Phase 1 Project, a 2018 GO Bond project. City Council delegates the Mayor to sign and execute the contract.

Bids were received on July 2, 2024 for the above referenced project. Staff recommends award of the bid to Wynn Construction Co., which is the lowest and best bidder.

Staff recommends awarding the Base Bid totaling \$1,614,883. The contractor selected the contract length of 210 Calendar Days. The Add Alternate is not recommended at this time but is still a priority which can be built as funds allow.

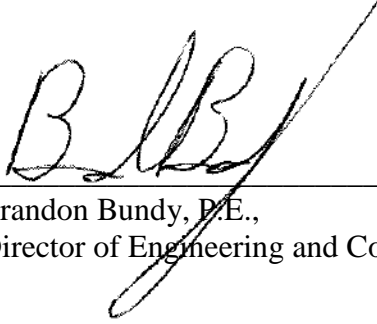
This project is the first phase of the 2018 GO Bond project to expand the existing Mid-America Park. This phase of construction will largely be located off Midwest Blvd across from Rolling Meadow Blvd. The new amenities being added include:

- Entrance with Parking Lot
- Pavilion
- Playground with pour in place surface. Equipment is being provided by another contract.
- Paved sidewalk connection to the existing multi-use Mid-America Trail
- Reconstruction of a portion of a sanitary sewer main.
- Disc golf practice area
- Landscaping, benches, trashcans, and other associated amenities and improvements

Attached are the bid tabulations for the three bids received.

Once the Council awards the bid, staff will work with the contractor to obtain proper bonds and contract signatures; hence the reason for delegation for later Mayor signature as is our common practice.

Funding for this project is appropriated as project #1419G1 (Fund 270) and 901902 (Fund 425).

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and extends above and below the line.

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

Attachment

Mid-America Park Phase 1 Bidtab

#	Pay Item	Description	Unit	QTY	Engineer's Estimate		Lippert Bros., Inc		Rudy Construction Co.		Wynn Construction Co., Inc.	
					Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	SP1	PAVILION	LSUM	1	\$ 270,000.00	\$ 270,000.00	\$ 297,000.00	\$ 297,000.00	\$ 300,000.00	\$ 300,000.00	\$ 193,000.00	\$ 193,000.00
2	SP2	DECORATIVE BENCH	EA	7	\$ 1,200.00	\$ 8,400.00	\$ 2,300.00	\$ 16,100.00	\$ 3,000.00	\$ 21,000.00	\$ 2,900.00	\$ 20,300.00
3	SP3	TRASH RECEPTACLE	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 4,200.00	\$ 12,600.00	\$ 5,500.00	\$ 16,500.00	\$ 6,400.00	\$ 19,200.00
4	SP4	PICNIC TABLE	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 3,400.00	\$ 13,600.00	\$ 4,000.00	\$ 16,000.00	\$ 3,700.00	\$ 14,800.00
5	SP5	ADA ACCESSIBLE PICNIC TABLE	EA	2	\$ 3,400.00	\$ 6,800.00	\$ 3,200.00	\$ 6,400.00	\$ 4,000.00	\$ 8,000.00	\$ 3,500.00	\$ 7,000.00
6	SP6	DISC GOLF BASKET INSTALLATION	EA	1	\$ 500.00	\$ 500.00	\$ 1,215.00	\$ 1,215.00	\$ 1,000.00	\$ 1,000.00	\$ 630.00	\$ 630.00
7	SP7	TURF REINFORCEMENT (FLEXAMAT)	SY	106	\$ 90.00	\$ 9,540.00	\$ 115.00	\$ 12,190.00	\$ 60.00	\$ 6,360.00	\$ 105.00	\$ 11,130.00
8	SP8	WOOD FENCE	LF	35	\$ 80.00	\$ 2,800.00	\$ 187.00	\$ 6,545.00	\$ 100.00	\$ 3,500.00	\$ 220.00	\$ 7,700.00
9	328400	IRRIGATION	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 26,000.00	\$ 26,000.00	\$ 28,500.00	\$ 28,500.00	\$ 31,000.00	\$ 31,000.00
10	329000	CANOPY TREE	EA	16	\$ 1,500.00	\$ 24,000.00	\$ 825.00	\$ 13,200.00	\$ 850.00	\$ 13,600.00	\$ 1,000.00	\$ 16,000.00
11	329000	ORNAMENTAL TREE	EA	14	\$ 900.00	\$ 12,600.00	\$ 825.00	\$ 11,550.00	\$ 850.00	\$ 11,900.00	\$ 1,000.00	\$ 14,000.00
12	329000	PLANTING	LSUM	1	\$ 7,600.00	\$ 7,600.00	\$ 10,150.00	\$ 10,150.00	\$ 10,500.00	\$ 10,500.00	\$ 12,000.00	\$ 12,000.00
13	SP9	CLEARING AND GRUBBING	LSUM	1	\$ 24,000.00	\$ 24,000.00	\$ 56,000.00	\$ 56,000.00	\$ 35,000.00	\$ 35,000.00	\$ 42,000.00	\$ 42,000.00
14	SP10	UNCLASSIFIED EXCAVATION	CY	100	\$ 28.00	\$ 2,800.00	\$ 33.00	\$ 3,300.00	\$ 40.00	\$ 4,000.00	\$ 65.00	\$ 6,500.00
15	SP11	UNCLASSIFIED BORROW	CY	100	\$ 26.00	\$ 2,600.00	\$ 54.00	\$ 5,400.00	\$ 50.00	\$ 5,000.00	\$ 95.00	\$ 9,500.00
16	SP12	EARTHWORK	LSUM	1	\$ 72,000.00	\$ 72,000.00	\$ 43,000.00	\$ 43,000.00	\$ 220,000.00	\$ 220,000.00	\$ 120,000.00	\$ 120,000.00
17	SP13	TEMPORARY SILT FENCE	LF	500	\$ 3.00	\$ 1,500.00	\$ 3.25	\$ 1,625.00	\$ 4.00	\$ 2,000.00	\$ 5.00	\$ 2,500.00
18	SP14	TEMPORARY FIBER LOG	LF	20	\$ 7.00	\$ 140.00	\$ 7.00	\$ 140.00	\$ 15.00	\$ 300.00	\$ 31.00	\$ 620.00
19	329200	SOLID SLAB SODDING	SY	8622	\$ 5.50	\$ 47,421.00	\$ 6.00	\$ 51,732.00	\$ 5.75	\$ 49,576.50	\$ 8.50	\$ 73,287.00
20	SP15	STABILIZED CONSTRUCTION EXIT	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,400.00	\$ 5,400.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
21	SP16	AGGREGATE BASE - TYPE E	CY	80	\$ 75.00	\$ 6,000.00	\$ 98.00	\$ 7,840.00	\$ 115.00	\$ 9,200.00	\$ 130.00	\$ 10,400.00
22	SP17	AGGREGATE BASE - TYPE A	CY	517	\$ 80.00	\$ 41,360.00	\$ 103.00	\$ 53,251.00	\$ 115.00	\$ 59,455.00	\$ 93.00	\$ 48,081.00
23	SP18	SEPARATOR FABRIC	SY	500	\$ 6.00	\$ 3,000.00	\$ 6.06	\$ 3,030.00	\$ 3.00	\$ 1,500.00	\$ 5.00	\$ 2,500.00
24	SP19	GEOGRID REINFORCEMENT	SY	500	\$ 9.00	\$ 4,500.00	\$ 17.50	\$ 8,750.00	\$ 6.00	\$ 3,000.00	\$ 8.00	\$ 4,000.00
25	SP20	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	3102	\$ 65.00	\$ 201,630.00	\$ 27.00	\$ 83,754.00	\$ 40.00	\$ 124,080.00	\$ 45.00	\$ 139,590.00
26	SP21	P.C. CONCRETE FOR PAVEMENT	CY	776	\$ 135.00	\$ 104,760.00	\$ 229.00	\$ 177,704.00	\$ 230.00	\$ 178,480.00	\$ 275.00	\$ 213,400.00
27	SP22	CONCRETE HEADER CURB (9" x 18")	LF	322	\$ 28.00	\$ 9,016.00	\$ 33.00	\$ 10,626.00	\$ 60.00	\$ 19,320.00	\$ 50.00	\$ 16,100.00
28	SP23	INTEGRAL CURB	LF	1254	\$ 24.00	\$ 30,096.00	\$ 21.50	\$ 26,961.00	\$ 12.00	\$ 15,048.00	\$ 20.00	\$ 25,080.00
29	SP24	5" CONCRETE SIDEWALK	SY	1239	\$ 100.00	\$ 123,900.00	\$ 98.00	\$ 121,422.00	\$ 100.00	\$ 123,900.00	\$ 75.00	\$ 92,925.00
30	SP25	6" CONCRETE SIDEWALK	SY	547	\$ 105.00	\$ 57,435.00	\$ 120.00	\$ 65,640.00	\$ 95.00	\$ 51,965.00	\$ 85.00	\$ 46,495.00
31	SP26	MANHOLE (4' DIA.)	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 9,500.00	\$ 9,500.00
32	SP27	ADD'L. DEPTH IN MANHOLE (4' DIA.)	VF	8.7	\$ 460.00	\$ 4,002.00	\$ 430.00	\$ 3,741.00	\$ 600.00	\$ 5,220.00	\$ 350.00	\$ 3,045.00
33	SP28	CONNECT TO EXISTING MANHOLE	EA	1	\$ 3,097.79	\$ 3,097.79	\$ 4,300.00	\$ 4,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,100.00	\$ 3,100.00
34	SP29	4" PERFORATED PIPE UNDERDRAIN ROUND	LF	228	\$ 18.00	\$ 4,104.00	\$ 27.00	\$ 6,156.00	\$ 25.00	\$ 5,700.00	\$ 74.00	\$ 16,872.00
35	SP30	4" NON-PERF. PIPE UNDERDRAIN RND.	LF	129	\$ 16.00	\$ 2,064.00	\$ 27.00	\$ 3,483.00	\$ 25.00	\$ 3,225.00	\$ 54.00	\$ 6,966.00
36	SP31	OUTLET LATERAL HEADWALL	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,625.00	\$ 1,625.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
37	SP32	STANDARD BEDDING MATERIAL, CLASS B	CY	65	\$ 77.50	\$ 5,037.50	\$ 54.00	\$ 3,510.00	\$ 155.00	\$ 10,075.00	\$ 425.00	\$ 27,625.00
38	SP33	TRENCH EXCAVATION	CY	410	\$ 27.85	\$ 11,418.50	\$ 65.00	\$ 26,650.00	\$ 60.00	\$ 24,600.00	\$ 45.00	\$ 18,450.00
39	SP34	18" POLYVINYL CHLORIDE (PVC) (DR 35) PIPE	LF	278	\$ 73.15	\$ 20,335.70	\$ 47.00	\$ 13,066.00	\$ 375.00	\$ 104,250.00	\$ 125.00	\$ 34,750.00
40	SP35	SANITARY SEWER SERVICE CONNECTION	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,800.00	\$ 3,800.00	\$ 1,450.00	\$ 1,450.00	\$ 14,000.00	\$ 14,000.00
41	SP36	SANITARY SEWER SERVICE LINE	LF	45	\$ 35.00	\$ 1,575.00	\$ 215.00	\$ 9,675.00	\$ 32.00	\$ 1,440.00	\$ 86.00	\$ 3,870.00
42	SP37	1" POLYVINYL CHLORIDE (PVC) PIPE (TRENCHED)	LF	197	\$ 40.00	\$ 7,880.00	\$ 38.00	\$ 7,486.00	\$ 16.00	\$ 3,152.00	\$ 50.00	\$ 9,850.00
43	SP38	1" POLYVINYL CHLORIDE (PVC) PIPE (BORED)	LF	70	\$ 80.00	\$ 5,600.00	\$ 76.00	\$ 5,320.00	\$ 67.00	\$ 4,690.00	\$ 125.00	\$ 8,750.00
44	SP39	WATER METER	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,700.00	\$ 2,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,400.00	\$ 1,400.00
45	SP40	SERVICE CONNECTION	EA	1	\$ 1,758.33	\$ 1,758.33	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00	\$ 640.00	\$ 640.00
46	SP41	12" TAPPING SADDLE	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 860.00	\$ 860.00	\$ 1,800.00	\$ 1,800.00	\$ 430.00	\$ 430.00
47	SP42	1" TAPPING VALVE	EA	1	\$ 95.00	\$ 95.00	\$ 540.00	\$ 540.00	\$ 1,100.00	\$ 1,100.00	\$ 640.00	\$ 640.00
48	SP43	REMOVAL OF CONCRETE SIDEWALK	SY	58	\$ 12.00	\$ 696.00	\$ 21.00	\$ 1,218.00	\$ 20.00	\$ 1,160.00	\$ 24.00	\$ 1,392.00
49	SP44	REMOVAL OF CURB AND GUTTER	LF	86	\$ 14.00	\$ 1,204.00	\$ 9.50	\$ 817.00	\$ 20.00	\$ 1,720.00	\$ 11.00	\$ 946.00
50	SP45	REMOVAL OF MANHOLES	EA	1	\$ 1,000.95	\$ 1,000.95	\$ 8,600.00	\$ 8,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
51	SP46	REMOVAL OF EXISTING PIPE	LF	278	\$ 14.87	\$ 4,133.86	\$ 31.00	\$ 8,618.00	\$ 17.00	\$ 4,726.00	\$ 48.00	\$ 13,344.00
52	SP47	STAKING	LSUM	1	\$ 8,500.00	\$ 8,500.00	\$ 14,500.00	\$ 14,500.00	\$ 25,000.00	\$ 25,000.00	\$ 13,000.00	\$ 13,000.00
53	SP48	ELECTRICAL SERVICE	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 16,700.00	\$ 16,700.00	\$ 8,100.00	\$ 8,100.00	\$ 27,000.00	\$ 27,000.00
54	SP49	(PL) ELECTRICAL RECEPTACLE (20A)	EA	3	\$ 500.00	\$ 1,500.00	\$ 800.00	\$ 2,400.00	\$ 275.00	\$ 825.00	\$ 420.00	\$ 1,260.00
55	SP50	1" SCHEDULE 40 PVC CONDUIT (TRENCHED)	LF	374	\$ 16.00	\$ 5,984.00	\$ 15.00	\$ 5,610.00	\$ 20.00	\$ 7,480.00	\$ 16.00	\$ 5,984.00
56	SP51	2" SCHEDULE 40 PVC CONDUIT (TRENCHED)	LF	1594	\$ 18.00	\$ 28,692.00	\$ 24.00	\$ 38,256.00	\$ 17.50	\$ 27,895.00	\$ 17.00	\$ 27,098.00
57	SP52	3" SCHEDULE 40 PVC CONDUIT (TRENCHED)	LF	330	\$ 28.00	\$ 9,240.00	\$ 29.00	\$ 9,570.00	\$ 38.00	\$ 12,540.00	\$ 22.00	\$ 7,260.00
58	SP53	STRUCTURAL CONCRETE	CY	5	\$ 1,200.00	\$ 6,000.00	\$ 3,655.00	\$ 18,275.00	\$ 1,500.00	\$ 7,500.00	\$ 4,700.00	\$ 23,500.00
59	SP54	PULL BOX	EA	14	\$ 1,300.00	\$ 18,200.00	\$ 1,612.00	\$ 22,568.00	\$ 1,850.00	\$ 25,900.00	\$ 1,100.00	\$ 15,400.00
60	SP55	CAMERA POLE	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,225.00	\$ 6,450.00	\$ 5,500.00	\$ 11,000.00	\$ 8,200.00	\$ 16,400.00
61	SP56	SHEET ALUMINUM SIGNS	SF	7	\$ 25.00	\$ 175.00	\$ 32.00	\$ 224.00	\$ 50.00	\$ 350.00	\$ 250.00	\$ 1,750.00
62	SP57	2" @ 3.65 GALV. STEEL PIPE POST	LF	56	\$ 15.00	\$ 840.00	\$ 21.00	\$ 1,176.00	\$ 30.00	\$ 1,680.00	\$ 20.00	\$ 1,120.00
63	SP58	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)	LF	1493	\$ 6.00	\$ 8,958.00	\$ 1.00	\$ 1,493.00	\$ 3.50	\$ 5,225.50	\$ 3.00	\$ 4,479.00
64	SP59	TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)	LF	48	\$ 24.00	\$ 1,152.00	\$ 17.50	\$ 840.00	\$ 18.00	\$ 864.00	\$ 63.00	\$ 3,024.00
65	SP60	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,300.00	\$ 4,300.00	\$ 20,000.00	\$ 20,000.00	\$ 12,800.00	\$ 12,800.00
66	SP61	MOBILIZATION	LSUM	1	\$ 92,626.02	\$ 92,626.02	\$ 465,000.00	\$ 465,000.00	\$ 90,000.00	\$ 90,000.00	\$ 70,000.00	\$ 70,000.00
Base BidSubtotal					\$ 1,416,067.65		\$ 1,889,352.00		\$ 1,782,352.00		\$ 1,614,883.00	
67	SP6	DISC GOLF BASKET INSTALLATION	CY	40	\$ 500.00	\$ 20,000.00	\$ 370.00	\$ 14,800.00	\$ 500.00	\$ 20,000.00	\$ 565.00	\$ 22,600.00
68	SP62	DISC GOLF SIGN	SY	1	\$ 3,500.00	\$ 3,500.00	\$ 8,600.00	\$ 8,600.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
69	SP63	DISC GOLF FOOTBRIDGE	SY	2	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,700.00	\$ 9,400.00
70	311000	SELECTIVE CLEARING	LF	1	\$ 75,000.00	\$ 75,000.00	\$ 315,000.00	\$ 315,000.00	\$ 220,000.00	\$ 220,000.00	\$ 955,000.00	\$ 955,000.00
71	SP15	AGGREGATE BASE - TYPE E	SY	7	\$ 75.00	\$ 525.00	\$ 99.00	\$ 693.00	\$ 200.00	\$ 1,400.00	\$ 1,400.00	\$ 9,800.00
72	SP64	4" CONCRETE SIDEWALK	SY	134	\$ 100.00	\$ 13,400.00	\$ 88.00	\$ 11,792.00	\$ 150.00	\$ 20,100.00	\$ 380.00	\$ 50,920.00
Alternate 1					\$ 118,425.00		\$ 357,885.00		\$ 279,000.00		\$ 1,054,220.00	
Total w Alt 1					\$ 1,534,492.65		\$ 2,247,237.00		\$ 2,061,352.00		\$ 2,669,103.00	



Public Works Administration

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

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 23, 2024

Subject: Discussion, consideration, and possible action of approving a Professional Services Agreement with Freese and Nichols, Inc., in the amount of \$799,000.00 to develop a citywide stormwater master plan.

On October 17, 2023, the Oklahoma Water Resources Board approved the City of Midwest City's request for an American Rescue Plan Act grant and committed funds in the amount of \$2,000,000.00 for the development of citywide master plans for the water, wastewater, and stormwater infrastructure and construction of water lines needed to connect the Water Resources Recovery Facility and Centrillium to Midwest City's water supply system.

On April 29, 2024, a Request for Proposals was issued requesting proposals from qualified firms for a comprehensive, citywide stormwater master plan. Four (4) proposals were received on May 28, 2024, and all four consultant teams were interviewed on June 10, 2024. The selection committee recommends award of a contract in the amount of \$799,000.00 to Freese and Nichols, Inc., based on qualifications, experience, and proposed project approach.

Funds for this project are available in Account # 061.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
FREESE AND NICHOLS, INC.
And
CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

THIS PROFESSIONAL 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 “**City**”), and the Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**City and Authority**”), and **FREESE AND NICHOLS, INC.**, (hereinafter referred to as “**Service Provider**”) (**City, Authority, and Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, City and Authority are in need of the following professional services to develop an ARPA-funded citywide Stormwater Master Plan; and

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

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

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

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

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

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this Agreement, the **City and Authority** retain the **Service Provider** as an independent contractor, to provide **City and Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City**

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and Authority services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City and Authority** shall meet with **Service Provider** to identify service needs on a project-by-project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City and Authority** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City and Authority** and, upon approval of the invoice, the **City and Authority** will pay the invoice. Upon completion of each Project and provision to the **City and Authority** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City and Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City and Authority**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City and Authority** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

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between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City and Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City and Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City and Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**.

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Service Provider shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City and Authority**.

3. CONSIDERATION

A. The **City and Authority** shall pay the **Service Provider** compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **City and Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

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

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taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City and Authority**.

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

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

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3. Upon notice of termination for *cause* from the **City and Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City and Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City and Authority** by reason of **Service Provider's** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City and Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

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

C. Upon notice to **Service Provider**, the **City and Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City and Authority** issues a stop work order to **Service Provider**, the **City and Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City and Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City and Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City and Authority**, without cause and without cost to the **City and Authority**; provided however, the **Service Provider** shall be entitled to an

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extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **City and Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City and Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City and Authority**.

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

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City and Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City and Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the

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original performance date, the **City and Authority** shall be entitled to recover, should the **City and Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City and Authority**. Should the **Service Provider** fail to reimburse the **City and Authority** within thirty (30) calendar days of demand, the **City and Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City and Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City and Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City and Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City and Authority** as an additional insured as their interest may appear under this **Agreement**.

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D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City and Authority** from making a claim or recovering under such insurance or insurance coverage.

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

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City and Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City and Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the negligent performance of the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs

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are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City and Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City and Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City and Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**. For professional liability claims, Service Provider shall reimburse City for all reasonable costs of their defense in the same proportion Service Provide is found liable.

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

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City and Authority**, the **City and Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City and Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City and Authority**, shall disclose to any person, other than to the **City and Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

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10. NOTICES

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

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

AND

Midwest City Municipal Authority,
Secretary for the Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

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

Jennifer Wasinger, Account Director/Principal
Freese and Nichols, Inc.
3600 NW 138th Street, Suite 202
Oklahoma City, OK 73134

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

11. ABIDES BY LAW

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

PROFESSIONAL SERVICES AGREEMENT
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be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City and Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City and Authority**. The **City and Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City and Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City and Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

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

14. TIME OF ESSENCE

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

15. MULTIPLE ORIGINALS

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

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16. ANTI-COLLUSION

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

17. 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 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 **Lease**.

C. Should the **City and Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

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

PROFESSIONAL SERVICES AGREEMENT
between
FREESE AND NICHOLS, INC.
And
CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

19. VENUE AND CHOICE OF LAW

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

20. DISPUTE RESOLUTION

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
FREESE AND NICHOLS, INC.
And
CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

21. VALIDITY

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

22. NO WAIVER

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

23. NO EXTRA WORK

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

24. AMENDMENT

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

25. EFFECTIVE DATE

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

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PROFESSIONAL SERVICES AGREEMENT
between
FREESE AND NICHOLS, INC.
And
CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

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

Service Provider: _____ FREESE AND NICHOLS, INC _____

By: Alan C. Hutson

Name: Alan C. Hutson

Title: Vice President

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PROFESSIONAL SERVICES AGREEMENT
between
FREESE AND NICHOLS, INC.
And
CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

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

CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachment A

ENGINEERING SCOPE OF SERVICES

FNI (Freese and Nichols, Inc. referred to as the Service Provider) understands that the City of Midwest City and the Midwest City Municipal Authority (jointly referred to as City) desire to develop a comprehensive stormwater master plan. The stormwater master plan will be a proactive approach to determining needs, costs, and priorities associated with current and projected stormwater quantity and quality issues through the city, including drainage system condition assessment, development of drainage models, development of a new drainage criteria design manual, CIP planning, and financial and asset planning. More specifically, the City must expend ARPA funding by August 2026. Finally, the City desires to assess potential future needs related to resources, policies, organizational structure, and internal processes.

The following work for the Stormwater Master Plan is described in more detail below.:

Basic services: The ENGINEER shall render the following professional services in connection with the development of the engineering plans to include:

Phase I

Task 1 - Project Management

Task 2 - Staff Interviews

Task 3 - Data Collection and Review

Task 4 - Stormwater Asset GIS Inventory Enhancement

Phase II

Task 1 - Drainage System Condition Assessment

Task 2 - Citywide Rain-on-Grid Modeling

Task 3 - Detailed Modeling

Task 4 - Project Prioritization Process

Task 5 - Project Development

Task 6 - CIP Development

Task 7 - Stormwater Design Manual Development

Task 8 - Policies and Business Operations Assessment

Task 9 - Financial Strategy

Task 10 - Final Documentation

ARTICLE I

Basic Services

I. Phase 1- Assessment

1. Project management - FNI will provide management oversight for the Stormwater Master Plan project through August 2026. This will include kickoff meeting, 12 total coordination meetings, 6 hybrid (in-person and virtual) and 6 virtual, managing budget and schedule, QA/QC, subcontract management, and providing monthly status reports.
 - a. Deliverables
 - i. Monthly status report, agendas, and meeting notes
2. Staff Interviews – FNI will conduct on a single designated day, group interview sessions with city staff based on focus areas that include organizational structure and coordination, backlog and needs, current initiatives and goals, and policies and processes. These interviews will include City staff responsible for drainage standards, stormwater quality, capital project planning and management, and drainage field operations. Key FNI staff will be onsite the entire day for the interviews. Once city staff determines the appropriate interview participants, each interview session will be scheduled in advance. Interviews will include discussion of pre-supplied questions or surveys and follow up conversation.
 - a. Deliverables
 - i. Draft and final memorandum summarizing all of the interview results and how the insights provided inform next steps in the development of the Stormwater Master Plan. The memorandum will include notes taken during each individual session. The memo will include an assessment of current policies and business operations as well as recommendations on Phase II tasks that leverage the perspective gained from the interviews to optimize the overall outcome of the Plan.
3. Data Collection and Review – FNI will collect, organize and review readily available data including: current project backlog, flood history, budget and financial data, inventory and other GIS data, condition assessments, work orders, CityWorks implementation status, drainage ordinance/policies/criteria, existing hydrologic and hydraulic models, bid tabs on recent City stormwater capital projects, and other relevant City plans.
 - a. Deliverables
 - i. Incorporation of the items reviewed and how they will be applied toward further development of the Stormwater Master Plan into the deliverable from Task 2/Staff Interviews above.
4. Stormwater Asset GIS Inventory Enhancements - FNI will conduct a stormwater GIS inventory assessment, develop a stormwater GIS inventory improvement plan, create an ArcGIS Online Web Map Editor and Field Maps Mobile Map, and deploy field crews for survey data collection.
 - a. Deliverables -
 - i. Add additional features collected through Data Collection to existing City stormwater geodatabase

II. Phase 2- Plan Development

1. Drainage System Condition Assessment – FNI will develop an approach/prioritization methodology and set of criteria to evaluate the condition and criticality of the City’s stormwater infrastructure
 - a. Goals -
 - i. Deploy field crews for CCTV inspection
 - ii. Develop a graphical representation of risk around the City.
 - iii. Evaluate ability to create decision trees to guide future condition assessment priorities that can be incorporated into the existing CityWorks work order system
2. Citywide rain-on-grid modeling – FNI will provide citywide rain on grid modeling. FNI will incorporate data such as flood history, work orders, prior studies, etc. as provided by the City.
 - a. Goals -
 - i. With City input, FNI will use this modeling, to the extent practical, for identifying priority areas for further detailed H&H study and mitigation project development. FNI will perform a citywide screening assessment of drainage conditions based on a rain-on-grid analysis. The results will also have benefits for assessing the potential drainage impacts of proposed site development projects.
3. Detailed Modeling - FNI will develop guidelines to identify the various data sources that are to be used for the modeling inputs. This document will then be used as a guide to develop models for specifically identified areas selected by the City. The number and specific areas to be studied and detailed will be determined based on decisions made on project resource allocation/prioritization made following Phase I. H&H modeling will identify and prioritize problem areas and develop effective alternatives for mitigating water quality/quantity problems
 - a. Goals
 - i. Develop Technical Modeling Guidelines document
 - ii. Create digital models for a determined amount of storm drain miles and/or channel miles
 - iii. Develop a modeling report documenting the model results and development according to the modeling guidelines
4. Project prioritization process - FNI work with staff to prepare an objective capital projects prioritization process. The tool will include infrastructure rehabilitation/renewal projects and flood reduction projects. Once staff identifies appropriate stakeholder participants, FNI will conduct in-person workshops. One of the workshops will be used to determine the scoring metrics and weighting for rehabilitation/renewal projects and the second will be for flood reduction projects. FNI will bring common scoring metric options to facilitate discussion.
 - a. Goals
 - i. Develop MWC focused prioritization tool
5. Project Development - FNI will develop conceptual solutions to the top priority hazards identified from task 4. The number of conceptual solutions to be developed will be determined based on project resource allocation/prioritization decisions subsequent to phase I. The solutions will be

defined sufficiently for budget estimates to be prepared. It is anticipated that simple conveyance capacity improvements, such as increasing sizes of existing assets, would be evaluated using the models. FNI will provide opinions of probable construction costs and include available information on City implementation costs provided by the City. Developed projects could include flood reduction projects, rehabilitation projects, as well as channel/bank stabilization projects.

6. Capital Improvement Plan (CIP) Development– FNI will work with City staff to take the hazard mitigation needs identified in task 4 and develop a framework for a 5-year, rolling CIP. The CIP will be based on a combination of infrastructure renewal, flood reduction projects and channel/bank stabilization projects. Projects will be taken from priority ranking of projects identified, developed and ranked as part of the prior tasks. FNI will host a hybrid in-person/virtualwork session with staff to obtain city input to help FNI define a strategy for allocating capital investments between infrastructure renewal, flood reduction projects and other project categories identified by the city. FNI will use the final allocation strategy to program the 20-year CIP.

7. Stormwater Design Manual Development– FNI will develop a complete and comprehensive Stormwater Design Manual that is a user-friendly guidance document for stakeholders and includes both drainage and green stormwater infrastructure (GSI) design standards and specifications. FNI will also evaluate current maintenance practices for drainage systems constructed as a part of site development projects and maintained by private property owners (e.g detention ponds) and identify any barriers to GSI implementation.
 - a. Goals
 - i. Develop drainage criteria manual document
 - ii. Develop Maintenance and Inspection Plan technical memo

8. Policy and Business Operations Assessment – FNI will analyze the information provided in the initial staff interviews and other data, identify/define opportunities for improvement, and formulate recommendations on how to implement value-added changes as a part of the holistic stormwater master plan, to include such topics as floodplain and stormwater quality regulations, Community Rating System participation, and others.
 - a. Goal
 - i. Develop Policy and Business Operations technical memo

9. Financial Strategy – FNI will evaluate current and supplemental funding needed to address findings and recommendations developed through the Stormwater Master Plan and will develop a matrix of potential funding options for identified projects/program improvements.
 - a. Goal
 - i. Create a memorandum summarizing the items reviewed, matrix of funding options with the requirements and constraints and suggested best fit opportunities for Midwest City.

10. Final Documentation - FNI will prepare an executive summary of the overall stormwater master plan assignment, assembling previously submitted technical memos work products into an organized master plan document for future use and reference by City staff. Presentations will also be given to City Council meeting as well as with the City Manager's Office encompassing the overall Plan.

ARTICLE II

SPECIAL SERVICES: No special services have been identified in connection with the development of the Project.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services by August 2026.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

CITY's Primary Contact

Name: Carrie Evenson
Address: 8730 SE 15th
Midwest City, OK 73110
Phone: 405-739-1062
Email: CEvenson@MidwestCityOK.org

CITY's Accounting Contact

Name: Carrie Evenson
Address: 8730 SE 15th
Midwest City, OK 73110
Phone: 405-739-1062
Email: CEvenson@MidwestCityOK.org

FNI's Primary Contact

Name: Austin Dugger
Address: 3600 NW 138th Street, Suite 202,
Oklahoma City, OK 73134
Phone: 405-252-5934
Email: Austin.dugger@freese.com

FNI's Accounting Contact

Name: Stephanie Kirchstein
Address: 12770 Merit Drive, Suite 900
Dallas, Texas 75251
Phone: 214-217-2200
Email: Stephanie.Kirchstein@freese.com

Attachment B: Schedule of Fees

The scope of work for tasks in Basic services for Phases 1 and 2 will be completed for a LUMP SUM fee of \$799,000 INCLUSIVE of EXPENSES.

Fee Breakdown by Task

Task	Description	Total Fee
1	Project Management both Phases	\$ 121,000
Basic Services- Phase 1		
2	Staff Interviews	\$ 19,000
3	Data Collection/ Review	\$ 14,000
4	Stormwater Asset GIS Inventory Enhancements	\$ 70,000
Basic Services - Phase 2		
1	Condition Assessment	\$ 130,000
2	Citywide rain-on-grid modeling	\$ 21,000
3	Detailed Modeling	\$ 142,000
4	Project prioritization process	\$ 29,000
5	Project Development	\$ 96,000
6	Capital Improvement Plan (CIP) Development	\$ 29,000
7	Stormwater Design Manual	\$ 68,000
8	Policy and Business Operations Assessment	\$ 19,000
9	Financial Strategy	\$ 27,000
10	Final Documentation	\$ 14,000
Grand Total of Proposed Scope of Work		\$ 799,000

4. Qualifications/Experience of Key Personnel

Midwest City



Principal-in-Charge
Jennifer Wasinger



Project Manager
Austin Dugger, PE, CFM



Assistant Project Manager
Chris Johnson, PE, CFM, IAM



**Senior Advisor
Strategic Lead**
Greg Simmons, PE, CFM



SYSTEM PRESERVATION

System Inventory/Mapping

Austin Dugger, PE, CFM
Robert Wood
Will Gustafson, GISP

Risk Assessment and Asset Management

Trey Shanks, IAM
Steven Rhodes, PE*, IAM



SYSTEM EXPANSION

Design Criteria Review

Greg Simmons, PE, CFM
Austin Dugger, PE, CFM
Kale Farmer, PE, CFM

Design Review Process Assessment

Greg Simmons, PE, CFM
Chris Johnson, PE, CFM, IAM

CIP Delivery Process

Greg Simmons, PE, CFM



HAZARD MITIGATION

H&H Modeling and Flood Mitigation

Austin Dugger, PE, CFM
Alyssa Fields, EI
Kale Farmer, PE, CFM

Geomorphology and Erosion Mitigation

Connor Kee, PG
Keith Byrne, PE, CFM

Sinkhole Mitigation

Justin Oswald, PE, CFM

Water Quality Hazard Mitigation

Lauren O'Donley
Jeremy Rice



HAZARD WARNING

Floodplain Administration and Risk Mapping

Kale Farmer, PE, CFM
Robert Wood

Erosion Risk Mapping

Conner Kee, PG
Robert Wood

Flood Warning System

Greg Simmons, PE, CFM
Chris Johnson, PE, CFM, IAM

Public Education

Dawn Warrick, AICP



FUNDING ALTERNATIVES

Jennifer Wasinger
Ryan Slattery, AICP, ENV SP



PUBLIC OUTREACH

Dawn Warrick, AICP
David Van De Weghe, AICP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2024

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279		
E-MAIL ADDRESS: admin@amesgough.com					
INSURER A : National Fire Insurance Company of Hartford A(XV)					20478
INSURER B : Valley Forge Insurance Company A(XV)					20508
INSURER C : Continental Insurance Company A(XV)					35289
INSURER D : Travelers Casualty and Surety Company A++ . XV					19038
INSURER E :					
INSURER F :					

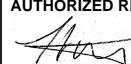
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7063394194	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7063394177	10/23/2023	10/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7063394180	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7063394213	10/23/2023	10/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			107930947	10/23/2023	10/23/2024	Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: develop an ARPA-funded citywide Stormwater Master Plan;

City of Midwest City, Midwest City Municipal Authority, its officers, invitees, representatives, contractors, employees or agents are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
City of Midwest City 100 N. Midwest Boulevard Midwest City, OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 23, 2023

SUBJECT : Discussion, consideration, and possible action of awarding the bid to and entering into a contract with H&H Plumbing & Utilities, Inc. for \$2,230,775 to construct the North Side Utilities Water Project. City Council delegates the Mayor to sign and execute the contract.


Bids were received on July 16, 2024 for the above referenced project. Staff recommends award of the bid to H&H Plumbing & Utilities, Inc which submitted the lowest and best bid; meeting specifications. Staff recommends awarding the bid totaling \$2,230,775.

This project will extend a 12 inch public water line approximately 8,810 linear feet to serve both the Centrillum project and the City's Water Resources Recovery Facility (WRRF). This is the City's obligation and timely award will assist in getting the project delivered in a timely fashion.

The benefits of this project will include add an industrial user as a customer for our water system and allow the WRRF to terminate the purchase of water from another municipality.

Attached are the bid tabulations for the 5 bids received.

Funding for this project is appropriated in project #4224A2 (Fund 191) and through the recently awarded Financial Assistance Program via Oklahoma Water Resources Board (OWRB).



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

Attachment

North Side Utilities Water Project Bidtab

#	Description	Unit	QTY	Engineer's Estimate		H&H Plumbing & Utilities, Inc.		4M Trenching, LLC		Matthews Trenching Co., Inc.		Cimarron Construction Company,		Southwest Water Works LLC	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	12-INCH C-900 PVC (DR 14) WATER PIPE (OPEN CUT)	LF	7130	\$ 205.00	\$ 1,461,650.00	\$ 125.00	\$ 891,250.00	\$ 135.40	\$ 965,402.00	\$ 190.00	\$ 1,354,700.00	\$ 214.00	\$ 1,525,820.00	\$ 185.00	\$ 1,319,050.00
2	12-INCH FUSIBLE PVC WATER PIPE (HORIZONTAL DIRECTION DRILL)	LF	1680	\$ 385.00	\$ 646,800.00	\$ 240.00	\$ 403,200.00	\$ 305.00	\$ 512,400.00	\$ 210.00	\$ 352,800.00	\$ 331.00	\$ 556,080.00	\$ 350.00	\$ 588,000.00
3	12-INCH C-900 (DR14) PVC WATER PIPE WITH 18-INCH STEEL ENCASEMENT (BORE)	LF	60	\$ 450.00	\$ 27,000.00	\$ 590.00	\$ 35,400.00	\$ 751.00	\$ 45,060.00	\$ 675.00	\$ 40,500.00	\$ 880.00	\$ 52,800.00	\$ 425.00	\$ 25,500.00
4	12-INCH C-900 (DR14) PVC WATER PIPE WITH 18-INCH STEEL ENCASEMENT (OPEN CUT)	LF	70	\$ 350.00	\$ 24,500.00	\$ 360.00	\$ 25,200.00	\$ 415.00	\$ 29,050.00	\$ 400.00	\$ 28,000.00	\$ 510.00	\$ 35,700.00	\$ 330.00	\$ 23,100.00
5	12-INCH 11.25 DEGREE DUCTILE IRON BEND	EA	7	\$ 2,200.00	\$ 15,400.00	\$ 2,450.00	\$ 17,150.00	\$ 1,450.00	\$ 10,150.00	\$ 1,600.00	\$ 11,200.00	\$ 1,495.00	\$ 10,465.00	\$ 1,500.00	\$ 10,500.00
6	12-INCH 22.5 DEGREE DUCTILE IRON BEND	EA	2	\$ 2,300.00	\$ 4,600.00	\$ 2,450.00	\$ 4,900.00	\$ 1,450.00	\$ 2,900.00	\$ 1,650.00	\$ 3,300.00	\$ 1,530.00	\$ 3,060.00	\$ 1,600.00	\$ 3,200.00
7	12-INCH 45 DEGREE DUCTILE IRON BEND	EA	21	\$ 2,400.00	\$ 50,400.00	\$ 2,850.00	\$ 59,850.00	\$ 1,920.00	\$ 40,320.00	\$ 1,750.00	\$ 36,750.00	\$ 1,920.00	\$ 40,320.00	\$ 2,100.00	\$ 44,100.00
8	12-INCH 90 DEGREE DUCTILE IRON BEND	EA	4	\$ 2,600.00	\$ 10,400.00	\$ 3,250.00	\$ 13,000.00	\$ 1,650.00	\$ 6,600.00	\$ 3,000.00	\$ 12,000.00	\$ 2,690.00	\$ 10,760.00	\$ 2,300.00	\$ 9,200.00
9	6-INCH x 6-INCH TEE	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,380.00	\$ 1,380.00	\$ 1,290.00	\$ 1,290.00	\$ 1,200.00	\$ 1,200.00	\$ 1,005.00	\$ 1,005.00	\$ 1,000.00	\$ 1,000.00
10	12-INCH x 6-INCH TEE	EA	15	\$ 2,000.00	\$ 30,000.00	\$ 2,580.00	\$ 38,700.00	\$ 1,880.00	\$ 28,200.00	\$ 2,000.00	\$ 30,000.00	\$ 2,390.00	\$ 35,850.00	\$ 2,600.00	\$ 39,000.00
11	12-INCH x 12-INCH TEE	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,790.00	\$ 2,790.00	\$ 2,280.00	\$ 2,280.00	\$ 2,800.00	\$ 2,800.00	\$ 3,305.00	\$ 3,305.00	\$ 2,800.00	\$ 2,800.00
12	12-INCH x 4-INCH REDUCER	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 1,180.00	\$ 1,180.00	\$ 1,200.00	\$ 1,200.00	\$ 1,005.00	\$ 1,005.00	\$ 1,000.00	\$ 1,000.00
13	12-INCH x 6-INCH REDUCER	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,150.00	\$ 1,150.00	\$ 1,230.00	\$ 1,230.00	\$ 1,200.00	\$ 1,200.00	\$ 1,475.00	\$ 1,475.00	\$ 1,200.00	\$ 1,200.00
14	8-INCH x 4-INCH REDUCER	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 950.00	\$ 950.00	\$ 873.00	\$ 873.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00
15	12-INCH x 8-INCH REDUCER	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,250.00	\$ 1,250.00	\$ 1,280.00	\$ 1,280.00	\$ 1,200.00	\$ 1,200.00	\$ 1,575.00	\$ 1,575.00	\$ 1,200.00	\$ 1,200.00
16	8-INCH x 8-INCH TAPPING SLEEVE	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 4,850.00	\$ 9,700.00	\$ 4,747.00	\$ 9,494.00	\$ 5,000.00	\$ 10,000.00	\$ 4,715.00	\$ 9,430.00	\$ 3,000.00	\$ 6,000.00
17	12-INCH SOLID SLEEVE	EA	2	\$ 4,750.00	\$ 9,500.00	\$ 5,500.00	\$ 11,000.00	\$ 1,120.00	\$ 2,240.00	\$ 1,650.00	\$ 3,300.00	\$ 1,535.00	\$ 3,070.00	\$ 1,700.00	\$ 3,400.00
18	8-INCH TAPPING VALVE AND VALVE BOX	EA	2	\$ 5,500.00	\$ 11,000.00	\$ 3,950.00	\$ 7,900.00	\$ 3,440.00	\$ 6,880.00	\$ 3,600.00	\$ 7,200.00	\$ 5,830.00	\$ 11,660.00	\$ 4,000.00	\$ 8,000.00
19	6-INCH GATE VALVE AND VALVE BOX (MJ)	EA	15	\$ 6,500.00	\$ 97,500.00	\$ 2,350.00	\$ 35,250.00	\$ 2,120.00	\$ 31,800.00	\$ 2,100.00	\$ 31,500.00	\$ 1,925.00	\$ 28,875.00	\$ 2,750.00	\$ 41,250.00
20	12-INCH GATE VALVE AND VALVE BOX (MJ)	EA	6	\$ 9,000.00	\$ 54,000.00	\$ 4,850.00	\$ 29,100.00	\$ 4,930.00	\$ 29,580.00	\$ 6,600.00	\$ 39,600.00	\$ 6,845.00	\$ 41,070.00	\$ 6,500.00	\$ 39,000.00
21	12-INCH GATE VALVE (MJ) IN MANHOLE (4')	EA	3	\$ 17,500.00	\$ 52,500.00	\$ 10,575.00	\$ 31,725.00	\$ 10,500.00	\$ 31,500.00	\$ 12,000.00	\$ 36,000.00	\$ 9,285.00	\$ 27,855.00	\$ 12,000.00	\$ 36,000.00
22	FIRE HYDRANT ASSEMBLY	EA	15	\$ 7,500.00	\$ 112,500.00	\$ 7,890.00	\$ 118,350.00	\$ 5,150.00	\$ 77,250.00	\$ 5,500.00	\$ 82,500.00	\$ 6,860.00	\$ 102,900.00	\$ 8,500.00	\$ 127,500.00
23	12-INCH FIRE HYDRANT RISER	EA	15	\$ 700.00	\$ 10,500.00	\$ 650.00	\$ 9,750.00	\$ 3,160.00	\$ 47,400.00	\$ 950.00	\$ 14,250.00	\$ 815.00	\$ 12,225.00	\$ 650.00	\$ 9,750.00
24	2-INCH COMBINATION AIR/VACUUM RELEASE VALVE	EA	6	\$ 9,500.00	\$ 57,000.00	\$ 8,450.00	\$ 50,700.00	\$ 8,100.00	\$ 48,600.00	\$ 10,000.00	\$ 60,000.00	\$ 4,415.00	\$ 26,490.00	\$ 6,500.00	\$ 39,000.00
25	PROPOSED 4-INCH WATER METER VAULT	EA	1	\$ 24,000.00	\$ 24,000.00	\$ 42,575.00	\$ 42,575.00	\$ 41,000.00	\$ 41,000.00	\$ 38,500.00	\$ 38,500.00	\$ 47,875.00	\$ 47,875.00	\$ 45,000.00	\$ 45,000.00
26	PROPOSED 6-INCH WATER METER VAULT	EA	1	\$ 50,000.00	\$ 50,000.00	\$ 52,250.00	\$ 52,250.00	\$ 70,100.00	\$ 70,100.00	\$ 35,750.00	\$ 35,750.00	\$ 62,161.00	\$ 62,161.00	\$ 40,000.00	\$ 40,000.00
27	CONNECTION TO EXISTING 8-INCH WATER LINE ON SECONDARY FEED AT STA 1+00	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 745.00	\$ 745.00	\$ 5,000.00	\$ 5,000.00	\$ 2,740.00	\$ 2,740.00	\$ 2,250.00	\$ 2,250.00
28	CONNECTION TO EXISTING 12-INCH WATER LINE ON PRIMARY FEED AT STA 1+00	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,690.00	\$ 3,690.00	\$ 5,000.00	\$ 5,000.00	\$ 2,770.00	\$ 2,770.00	\$ 1,800.00	\$ 1,800.00
29	CONNECTION TO EXISTING 12-INCH WATER LINE ON PRIMARY FEED AT STA 36+87.40	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 2,200.00	\$ 2,200.00	\$ 5,000.00	\$ 5,000.00	\$ 2,770.00	\$ 2,770.00	\$ 2,500.00	\$ 2,500.00
30	CONNECTION TO EXISTING 8-INCH WATER LINE ON SECONDARY FEED AT STA 32+75	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 745.00	\$ 745.00	\$ 5,000.00	\$ 5,000.00	\$ 2,740.00	\$ 2,740.00	\$ 1,100.00	\$ 1,100.00
31	UTILITY DOME MARKER	EA	28	\$ 300.00	\$ 8,400.00	\$ 220.00	\$ 6,160.00	\$ 240.00	\$ 6,720.00	\$ 150.00	\$ 4,200.00	\$ 1,775.00	\$ 49,700.00	\$ 150.00	\$ 4,200.00
32	SEDIMENT AND EROSION CONTROL	LS	1.0	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 28,400.00	\$ 28,400.00	\$ 7,500.00	\$ 7,500.00	\$ 89,605.00	\$ 89,605.00	\$ 4,500.00	\$ 4,500.00
33	TRENCH SAFETY	LF	7500	\$ 10.00	\$ 75,000.00	\$ 3.00	\$ 22,500.00	\$ 1.20	\$ 9,000.00	\$ 5.00	\$ 37,500.00	\$ 4.00	\$ 30,000.00	\$ 55.00	\$ 412,500.00
34	UTILITY LOCATION AND SUPPORT	LF	7270	\$ 5.00	\$ 36,350.00	\$ 3.00	\$ 21,810.00	\$ 6.00	\$ 43,620.00	\$ 5.00	\$ 36,350.00	\$ 6.00	\$ 43,620.00	\$ 25.00	\$ 181,750.00
35	SEEDING	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 18,000.00	\$ 18,000.00	\$ 12,800.00	\$ 12,800.00	\$ 20,000.00	\$ 20,000.00	\$ 46,350.00	\$ 46,350.00	\$ 15,000.00	\$ 15,000.00
36	PAVEMENT CUT AND PERMANENT REPAIR	SY	232	\$ 250.00	\$ 58,000.00	\$ 310.00	\$ 71,920.00	\$ 285.00	\$ 66,120.00	\$ 400.00	\$ 92,800.00	\$ 345.00	\$ 80,040.00	\$ 250.00	\$ 58,000.00
37	PRESSURE TESTING OF PIPELINES	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,710.00	\$ 3,710.00	\$ 15,000.00	\$ 15,000.00	\$ 15,980.00	\$ 15,980.00	\$ 35,000.00	\$ 35,000.00
38	DISINFECTION OF PIPELINES	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,140.00	\$ 2,140.00	\$ 15,000.00	\$ 15,000.00	\$ 24,860.00	\$ 24,860.00	\$ 35,000.00	\$ 35,000.00
39	STORMWATER POLLUTION PREVENTION PLAN DOCUMENTATION AND MANAGEMENT	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,400.00	\$ 10,400.00	\$ 5,000.00	\$ 5,000.00	\$ 3,450.00	\$ 3,450.00	\$ 4,500.00	\$ 4,500.00
40	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 157,440.00	\$ 157,440.00	\$ 103,165.00	\$ 103,165.00	\$ 30,359.00	\$ 30,359.00	\$ 10,000.00	\$ 10,000.00	\$ 141,225.00	\$ 141,225.00	\$ 115,000.00	\$ 115,000.00
Base BidSubtotal					\$ 3,306,240.00		\$ 2,230,775.00		\$ 2,264,708.00		\$ 2,499,400.00		\$ 3,189,481.00		\$ 3,337,450.00



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





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

Memorandum

TO: Honorable Mayor and Council
FROM: Troy Bradley, Human Resources Director
DATE: July 23, 2024
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of June 2024, which is the twelfth (12) and final period of FY 2023/2024.

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2023-2024</u>	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	<u>May-24</u>	<u>Jun-24</u>
PLAN INCOME												
Projected Budgeted (MTD)	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962
Actual (MTD)	842,448	830,192	859,381	837,643	1,121,966	605,683	925,894	819,806	872,511	868,550	872,489	864,639
Projected Budgeted (YTD)	908,962	1,817,924	2,726,886	3,635,848	4,544,810	5,453,772	6,362,734	7,271,696	8,180,658	9,089,620	9,998,582	10,907,544
Actual (YTD)	842,448	1,672,640	2,532,021	3,369,664	4,491,630	5,097,313	6,023,207	6,843,013	7,715,524	8,584,074	9,456,563	10,321,202
PLAN CLAIMS/ADMIN COSTS	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	<u>May-24</u>	<u>Jun-24</u>
Projected Budgeted (MTD)	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918
Actual (MTD)	955,777	772,922	874,065	858,857	1,012,243	778,430	1,122,190	803,629	753,491	849,456	802,326	961,942
Projected Budgeted (YTD)	1,006,148	1,811,066	2,615,984	3,622,132	4,427,050	5,231,968	6,238,116	7,043,034	7,847,952	8,854,100	9,659,018	10,463,936
Actual (YTD)	955,777	1,728,699	2,602,764	3,461,621	4,473,864	5,252,294	6,374,484	7,178,113	7,931,604	8,781,060	9,583,386	10,545,328
EXCESS INCOME vs. EXPENDITURES	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	<u>May-24</u>	<u>Jun-24</u>
Projected Budgeted (MTD)	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044
Actual (MTD)	-113,329	57,270	-14,684	-21,214	109,723	-172,747	-196,296	16,177	119,020	19,094	70,163	-97,303
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743	-91,957	17,766	-154,981	-351,277	-335,100	-216,080	-196,986	-126,823	-224,126
<u>FISCAL YEAR 2022-2023</u>	<u>Jul-22</u>	<u>Aug-22</u>	<u>Sep-22</u>	<u>Oct-22</u>	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>	<u>Feb-23</u>	<u>Mar-23</u>	<u>Apr-23</u>	<u>May-23</u>	<u>Jun-23</u>
PLAN INCOME												
Projected Budgeted (MTD)	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885
Actual (MTD)	790,434	884,482	800,157	807,616	807,917	792,497	798,910	798,616	800,050	821,430	804,100	841,808
Projected Budgeted (YTD)	821,885	1,643,770	2,465,655	3,287,540	4,109,425	4,931,310	5,753,195	6,575,080	7,396,965	8,218,850	9,040,735	9,862,620
Actual (YTD)	790,434	1,674,916	2,475,073	3,282,689	4,090,606	4,883,103	5,682,013	6,480,629	7,280,679	8,102,109	8,906,209	9,748,017
PLAN CLAIMS/ADMIN COSTS	<u>Jul-22</u>	<u>Aug-22</u>	<u>Sep-22</u>	<u>Oct-22</u>	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>	<u>Feb-23</u>	<u>Mar-23</u>	<u>Apr-23</u>	<u>May-23</u>	<u>Jun-23</u>
Projected Budgeted (MTD)	744,605	930,756	744,605	930,756	744,605	744,605	930,756	744,605	744,605	744,605	930,756	744,605
Actual (MTD)	801,455	1,114,999	734,533	861,832	864,708	665,891	774,525	842,342	777,097	696,459	884,587	757,408
Projected Budgeted (YTD)	744,605	1,675,361	2,419,966	3,350,722	4,095,327	4,839,932	5,770,688	6,515,293	7,259,898	8,004,503	8,935,259	9,679,864
Actual (YTD)	801,455	1,916,454	2,650,987	3,512,819	4,377,527	5,043,418	5,817,943	6,660,285	7,437,382	8,133,841	9,018,428	9,775,836
EXCESS INCOME vs. EXPENDITURES	<u>Jul-22</u>	<u>Aug-22</u>	<u>Sep-22</u>	<u>Oct-22</u>	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>	<u>Feb-23</u>	<u>Mar-23</u>	<u>Apr-23</u>	<u>May-23</u>	<u>Jun-23</u>
Projected Budgeted (MTD)	77,280	-108,871	77,280	-108,871	77,280	77,280	-108,871	77,280	77,280	77,280	-108,871	77,280
Actual (MTD)	-11,021	-230,517	65,624	-54,216	-56,791	126,606	24,385	-43,726	22,953	124,971	-80,487	84,400
Projected Budgeted (YTD)	77,280	-31,591	45,689	-63,182	14,098	91,378	-17,493	59,787	137,067	214,347	105,476	182,756
Actual (YTD)	-11,021	-241,538	-175,914	-230,130	-286,921	-160,315	-135,930	-179,656	-156,703	-31,732	-112,219	-27,819

June 12/FY 2024: \$2,341,115
 June 12/FY 2023: \$2,565,242
 June 12/FY 2022: \$2,593,060
 June 12/FY 2021: \$1,439,926

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



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : July 23rd, 2024

SUBJECT : Monthly Residential and Commercial Building report for June 2024

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



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 6/1/2024 to 6/30/2024

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
3	Com Driveway Permit	
1	Com Fence Permit	\$5,000.00
8	Com General Electrical Permit	
1	Com General Mechanical Permit	
11	Com General Plumbing Permit	
1	Com New Const Bldg Permit	\$99,000.00
1	Com New Const Plumbing Permit	
4	Com Remodel Bldg Permit	\$1,801,390.00
1	Com Roofing Permit	\$4,000.00
14	Com Sign Permit	\$349,800.00
Total Value of Building - Commercial & Industrial:		2,259,190.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
2	Res Accessory Bldg Permit	\$9,057.49
5	Res Carport Permit	\$19,000.00
11	Res Driveway Permit	\$0.00
2	Res Duplex New Const Bldg Permit	\$598,000.00
8	Res Fence Permit	\$52,300.00
35	Res General Electrical Permit	
29	Res General Mechanical Permit	
52	Res General Plumbing Permit	
4	Res New Const Electrical Permit	
3	Res New Const Mechanical Permit	
4	Res New Const Plumbing Permit	
1	Res Patio Cover Permit	
27	Res Roofing Permit	\$345,768.00
3	Res Single-Fam New Const Bldg Permit	\$840,000.00
10	Res Single-Fam Remodel Building Permit	\$317,382.71
6	Res Solar Permit	\$128,947.35
13	Res Storm Shelter Permit	\$58,255.00
2	Res Swimming Pool / Hot Tub Permit	\$10,400.00
Total Value of Building - Residential:		2,379,110.55

Grand Total: \$4,638,300.55



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 6/1/2024 to 6/30/2024

Building - Commercial & Industrial

Com Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/24/24	1677 MIDTOWN PL, 73130	L & E PAVING COMPANY LLC	B-24-1651	
6/27/24	7210 NE 36TH ST, 73141	LITHKO CONTRACTING LLC	B-24-1699	
6/27/24	7210 NE 36TH ST, 73141	LITHKO CONTRACTING LLC	B-24-1700	

Com Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/13/24	198 MARLOW DR, 73110	Bentwood Investments LLC	B-24-1414	\$5,000.00
				\$5,000.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/27/24	7226 NE 36TH ST	Ron Welcher Construction Inc.	B-24-1495	\$99,000.00
				\$99,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/24	5845 SE 15TH ST, 73110	TCS Construction Company, LLC	B-24-1292	\$480,000.00
6/6/24	5855 SE 15TH ST, 73110	TCS Construction Company LLC	B-24-1293	\$100,000.00
6/12/24	7520 E RENO AVE, MIDWEST CITY, OK, 0	Brittany Fernandez	B-24-0241	\$1,021,390.00
6/12/24	300 S Midwest Blvd	Chris Truitt	B-24-1338	\$200,000.00
				\$1,801,390.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/27/24	10000 SE 15TH ST, 73130	STREATER, RICHARD TANNER	B-24-1703	\$4,000.00
				\$4,000.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/12/24	7520 E RENO AVE, OK, 73110	Crystal Moore	B-24-1356	\$3,000.00
6/12/24	7520 E RENO AVE, OK, 73110	Crystal Moore	B-24-1355	\$3,000.00
6/12/24	7520 E RENO AVE, OK, 73110	Crystal Moore, ABC PRINTING & SIGNS	B-24-0721	\$500.00
6/12/24	7520 E RENO AVE, OK, 73110	Crystal Moore	B-24-0667	\$15,000.00
6/12/24	7520 E RENO AVE, OK, 73110	Crystal Moore	B-24-0666	\$10,000.00
6/12/24	7520 E RENO AVE, MIDWEST CITY, OK, 73110-4312	Crystal Moore	B-24-0594	\$300,000.00
6/12/24	7520 E RENO AVE, OK, 73110	Crystal Moore, ABC PRINTING & SIGNS	B-24-0722	\$5,000.00

6/24/24	1224 JET DR, MWC, OK, 73110	Abolfazl Ahmadian	B-23-2594	\$4,000.00
6/24/24	1224 JET DR, MWC, OK, 73110	Abolfazl Ahmadian	B-23-2775	\$1,500.00
6/24/24	1224 JET DR, MWC, OK, 73110	Abolfazl Ahmadian	B-23-2777	\$1,200.00
6/24/24	1224 JET DR, MWC, OK, 73110	Abolfazl Ahmadian	B-23-2778	\$1,300.00
6/25/24	1224 JET DR, MWC, OK, 73110	Abolfazl Ahmadian	B-23-2779	\$3,800.00
6/27/24	351 N AIR DEPOT BLVD, LL, 73110	David A Davis	B-24-1602	\$1,500.00
6/27/24	351 N AIR DEPOT BLVD LL, 73110	David Davis	B-24-1601	\$0.00

\$349,800.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/19/24	804 N POST RD, OK, 73130	Kenny McCornack	B-24-1452	\$4,257.49
6/26/24	9100 NE 3RD ST, 73130	Rafael Torres	B-24-1521	\$4,800.00

\$9,057.49

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/7/24	9410 PEACHTREE LN, 73130	Roger Ring	B-24-1383	\$4,500.00
6/11/24	3807 N SHADYBROOK DR	ECCLES, RICHARD	B-24-1503	\$4,500.00
6/27/24	318 E KERR DR, MWC, OK, 73110	Roger Ring	B-24-1645	\$3,750.00
6/27/24	9405 PEAR ST, MWC, OK, 73130	Roger Ring	B-24-1653	\$4,250.00
6/28/24	257 E JARMAN DR, 73110	SMITH, WHISPERN	B-24-1616	\$2,000.00

\$19,000.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/5/24	2901 BELLA VISTA, 73110	OKLAHOMA STEEL BUILDING SYSTEMS	B-24-1459	
6/12/24	9100 OAKWOOD DR, 73130	B & C CONCRETE	B-24-1546	
6/17/24	9228 RHYTHM RD, 73130	TORRES BROS CONSTRUCTION LLC	B-24-1598	
6/18/24	2803 JOSIE CIR, MWC, OK, 73130	TOMCAT SERVICES LLC	B-24-1621	\$0.00
6/18/24	2805 JOSIE CIR, MWC, OK, 73130	TOMCAT SERVICES LLC	B-24-1622	\$0.00
6/18/24	2807 JOSIE CIR, MWC, OK, 73130	TOMCAT SERVICES LLC	B-24-1623	\$0.00
6/18/24	2809 JOSIE CIR, MWC, OK, 73130	TOMCAT SERVICES LLC	B-24-1624	\$0.00
6/24/24	12506 FOREST TERR, 73020	AM CONSTRUCTION LLC	B-24-1650	
6/24/24	10212 BELLVIEW DR, 73130	CHRISTIAN'S CONSTRUCTION LLC	B-24-1655	
6/25/24	629 BRIARWOOD DR, 73130	RICHARDS CUSTOM CONCRETE LLC	B-24-1675	
6/27/24	9410 NE 28TH ST, 73141	CRUTCHFIELD, KEITH	B-24-1710	

\$0.00

Res Duplex New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/4/24	2811 JOSIE CIR, MWC, OK, 73130	Katleron Construction, Inc. dba KCI Homes	B-24-0928	\$299,000.00
6/4/24	2813 JOSIE CIR, MWC, OK, 73130	Katleron Construction, Inc. dba KCI Homes	B-24-0929	\$299,000.00

\$598,000.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/24	3800 ROSEWOOD CT, MIDWEST CITY, OK, 73110	FENCE BY SEIKEL	B-24-0923	\$0.00
6/3/24	717 LOTUS AVE, 73130	Brian Merino	B-24-1309	\$4,000.00
6/4/24	10301 SE 29TH ST, 73130	Brad Novacek	B-24-1378	\$14,000.00
6/11/24	2225 SANDRA DR, 73110	Brandon Burns	B-24-1149	\$25,000.00

6/12/24	309 W MIMOSA DR, MIDWEST CITY, OK, 0	Terry Jill Gilley	B-24-1491	\$500.00
6/17/24	10629 TURTLEWOOD DR, MWC, OK, 73130	Brian Short	B-24-1374	\$1,000.00
6/17/24	10555 NE 4TH ST, MWC, OK, 73130	Robert Todd and Michelle Lynn Goolsby	B-24-1470	\$4,200.00
6/20/24	425 DAVIS CIR, MWC, OK, 73110	Tatum Turner	B-24-1595	\$3,600.00
				\$52,300.00

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/21/24	1004 JASMINE LN, 73110	CARRILLO, ANA	B-24-1518	

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/24	2805 ROBIN RD, 73110	Andrew Gasper	B-24-1424	\$14,000.00
6/5/24	11512 DEVONBROOK CT, 73130	Jeremy Sarratt	B-24-1423	\$10,000.00
6/6/24	9237 APPLE DR, 73130	MHM CONSTRUCTION INC	B-24-1471	\$9,000.00
6/6/24	3205 BELLA VISTA, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1481	\$15,000.00
6/6/24	201 REMINGTON AVE, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1482	\$22,000.00
6/6/24	9704 NE 3RD ST, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1483	\$8,500.00
6/6/24	500 E KERR DR, 73110	The Restoration Consultants LLC	B-24-1484	\$18,000.00
6/7/24	804 E CARROLL LN, 73110	CANTRELL EXTERIOR FINISHES LLC	B-24-1492	\$8,000.00
6/10/24	219 E DOUGLAS DR, 73110	OKLAHOMA ROOFING & CONSTR LLC	B-24-1507	\$8,000.00
6/10/24	305 E DOUGLAS DR, 73110	OKLAHOMA ROOFING & CONSTR LLC	B-24-1508	\$8,000.00
6/10/24	1116 CHOCTAW RIDGE RD, 73130	OKLAHOMA ROOFING & CONSTR LLC	B-24-1509	\$15,000.00
6/10/24	9921 FOX FAIR HOLLOW, 73130	Shawn Linn	B-24-1485	\$0.00
6/10/24	3228 HILLTOP RD, MWC, OK, 73110	Tanner Streater	B-24-1473	\$0.00
6/11/24	505 SAINT PAUL AVE, 73130	J & M ROOFING	B-24-1528	\$12,000.00
6/13/24	1979 LESLIE BEACHLER LN, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1562	\$22,757.00
6/13/24	1979 LESLIE BEACHLER LN, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1562	\$22,757.00
6/13/24	11624 ZANDRA AVE, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1563	\$15,512.00
6/13/24	9104 SUN COUNTRY DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1564	
6/13/24	387 WINDSOR RD, 73130	TRIPLE DIAMOND CONSTRUCTION LLC	B-24-1572	\$32,000.00
6/18/24	9209 WHISPERING OAK DR, MWC, OK, 73130	Emily Cavicchio	B-24-1583	\$0.00
6/20/24	215 GUY DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1639	\$22,900.00

6/20/24	1700 PENNINGTON CIR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1640	\$13,000.00
6/20/24	11151 SE 28TH ST, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1641	\$43,000.00
6/25/24	3009 WOODCREST DR, 73110	VERNON ROOFING LLC	B-24-1671	\$13,000.00
6/25/24	207 E FAIRCHILD DR, 73110	MILLENNIUM ROOFING & CONSTR	B-24-1684	
6/26/24	9721 NE 2ND PL, MWC, OK, 73130	Teresa Lehman	B-24-1643	\$13,000.00
6/27/24	12432 HASTINGS RD, MWC, OK, 73130	MALLARD CONSTRUCTION LLC	B-24-1692	\$23,099.00
6/27/24	11619 ZANDRA AVE, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1709	

\$368,525.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/6/24	1513 PATRICIA DR, 73130	FERNANDO RAMOS	B-24-0858	\$120,000.00
6/20/24	234 BLAKE DR, 73130	Brandon Leniger	B-24-1496	\$270,000.00
6/25/24	703 N CEDAR DR, MWC, OK, 73130	David Wallar - Wallar Properties LLC	B-24-1055	\$450,000.00

\$840,000.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/5/24	9601 E RENO AVE, MIDWEST CITY, OK, 0	Shawn Harmon	B-24-1294	\$23,000.00
6/6/24	2401 SHELL DR, 73130	Ricky Gehret, ION DEVELOPER	B-24-0568	\$21,401.00
6/12/24	9313 SHERWELL DR, 73130	Wesley Swain, TEPHRA SOLAR	B-24-1158	\$0.00
6/13/24	1705 HAVEN DR, 73130	Wilburn White SUNTRIA	B-24-1343	\$46,231.71
6/13/24	11533 SHEFFIELD ST, MWC, OK, 73130	Ricky Gehret	B-24-1204	\$18,000.00
6/14/24	500 E KERR DR, 73110	THE RESTORATION CONSULTANTS LLC	B-24-1487	\$110,750.00
6/18/24	12516 NATIVE HILL DR, 73020	Rayburn Phillips	B-24-1465	\$50,000.00
6/20/24	1317 HICKORY LN, MWC, OK, 73110	KANDO GROUP	B-24-1596	\$20,000.00
6/27/24	2115 PEARSON DR, MWC, OK, 73110	Rebecca field	B-24-1660	\$20,000.00
6/28/24	608 FRIENDLY RD, MWC, OK, 73130	Roberto Aguilar	B-24-1678	\$8,000.00

\$317,382.71

Res Solar Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/12/24	3736 ROLLING LN, MWC, OK, 73110	Jeremy Turner NIVO SOLAR	B-24-1375	\$9,348.00
6/17/24	3228 HILLTOP RD, 73110	MOORE, BRANDON MICHAEL	B-24-1364	\$32,100.00
6/17/24	291 WINDSOR WAY, 73110	MCKENZIE, JOSHUA WALTER	B-24-1404	\$37,070.35
6/19/24	720 FAIRLANE DR, 73110	Anthony DuPlantis	B-24-1433	\$21,119.00
6/26/24	1613 WALTZ WAY, MWC, OK, 73130	Shawn Harmon, AVVIO	B-24-1626	\$14,509.00
6/27/24	249 E KEY BLVD, MWC, OK, 73110	Jeremy Turner NIVO SOLAR	B-24-1513	\$14,801.00

\$128,947.35

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/24	1406 MAPLE DR, 73110	OZ Saferooms	B-24-1350	\$9,875.00
6/3/24	1117 WOODCREST DR, 73110	Zachary Garrett	B-24-1365	\$5,000.00
6/4/24	3711 BELLA VISTA, 73110	Renay Reed	B-24-1228	\$4,595.00
6/5/24	208 W SILVER MEADOW DR, 73110	CYNTHIA HAMMONS	B-24-1415	\$13,575.00
6/5/24	12609 W GLEN CT, 73020	Renay Reed	B-24-1303	\$2,845.00

6/5/24	13129 LOBLOLLY PINE ST, 73020	Renay Reed	B-24-1304	\$2,845.00
6/5/24	12508 FOREST OAKS DR, MWC, OK, 73020	Karen Allen	B-24-1333	\$4,595.00
6/11/24	853 E ROSE DR, MWC, OK, 73110	Dalton Mize	B-24-1434	\$3,500.00
6/14/24	10612 RICKY LN, MWC, OK, 73130	christopher betters	B-24-1493	\$3,300.00
6/18/24	10337 SE 24TH ST, 73130	Chandra Dawn Sparks	B-24-1306	\$0.00
6/20/24	10110 LEXI CT, MWC, OK, 73130	Eva Lewis	B-24-1460	\$1,000.00
6/27/24	1218 SANDRA DR, 73110	MONREAL, CONSTANTINO	B-24-1674	\$3,800.00
6/28/24	10472 CATTAIL TER, MIDWEST CITY, OK, 73130	carla owen	B-24-1551	\$3,325.00

\$58,255.00

Res Swimming Pool / Hot Tub Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/20/24	10555 NE 4TH ST, 73130	Michelle Goolsby	B-24-1416	\$10,000.00
6/24/24	541 BLUE SKY DR, 73130	Mark J Lira	B-24-1248	\$400.00

\$10,400.00

Grand Total: \$4,661,057.55



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 6/1/2024 to 6/30/2024

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	1
Building/Electrical General Inspection	4
Buildings - CO Inspection & Sign Off	3
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	3
Com Driveway Inspection	2
Com Electrical Ceiling Inspection	1
Com Electrical Final Inspection	5
Com Electrical Final Reinspection	1
Com Electrical Rough-in Inspection	3
Com Fence Inspection	2
Com Footing & Building Setback Inspection	2
Com Framing Inspection	2
Com Gas Meter Inspection	1
Com Gas Piping Inspection	2
Com Gas Piping Reinspection	1
Com Grease Trap Rough Inspection (Building)	1
Com Grease Trap Rough Inspection (Line Maintenance)	1
Com Mechanical Ceiling Inspection	2
Com Mechanical Final Inspection	2
Com Miscellaneous Plumbing Inspection	1
Com Plumbing Final Inspection	5
Com Plumbing Final Reinspection	3
Com Plumbing Ground Inspection	1
Com Plumbing Rough-in Inspection	9
Com Sewer Service Inspection	1
Com Temporary Electrical Pole Inspection	1
Com Water Service Line Inspection	1
Commercial Meter Tap Inspection	2
Electrical Generator Inspection	3
Electrical Generator Reinspection	2
Engineering Site Inspection (Commercial)	1
Fire - CO Inspection & Sign Off	7
Fire - CO Reinspection & Sign Off	1
Fire Marshal General Inspection	2
General Inspection	1
Hot Water Tank Inspection	10
Hot Water Tank Reinspection	2
Line Maintenance General Inspection	1
Mechanical Change Out Inspection	12
Mechanical Change Out Reinspection	3
Placard Issued	1
Planning - CO Inspection & Sign Off	7
Planning - CO Reinspection & Sign Off	1
Planning General Inspection	1

Plumbing/Mechanical General Inspection	5
Pre-Con Site Inspection/Meeting	8
Res Building Final Inspection	4
Res Building Final Reinspection	1
Res Carport Inspection	1
Res Drainage1 Inspection	2
Res Drainage2 Inspection	1
Res Drainage3 Inspection	1
Res Drainage3 Reinspection	2
Res Drainage4 Inspection	1
Res Drainage4 Reinspection	5
Res Drainage5 Inspection	2
Res Driveway Inspection	8
Res Electrical Final Inspection	8
Res Electrical Final Reinspection	4
Res Electrical Ground Inspection	2
Res Electrical Pool Bonding Inspection	1
Res Electrical Rough-in Inspection	6
Res Electrical Rough-in Reinspection	6
Res Electrical Service Inspection	22
Res Electrical Service Reinspection	17
Res Fence Inspection	5
Res Footing & Building Setback Inspection	12
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	6
Res Framing Reinspection	2
Res Gas Piping Inspection	9
Res Insulation Inspection	1
Res Mechanical Final Inspection	9
Res Mechanical Final Reinspection	6
Res Mechanical Rough-in Inspection	1
Res Plumbing Final Inspection	8
Res Plumbing Final Reinspection	2
Res Plumbing Ground Inspection	5
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	12
Res Retaining Wall Final Inspection	2
Res Retaining Wall Inspection	11
Res Roofing Inspection	16
Res Roofing Reinspection	1
Res Sewer Service Inspection	13
Res Sewer Service Reinspection	2
Res Solar Final	1
Res Storm Shelter Inspection	12
Res Temporary Electrical Pole Inspection	1
Res Termite Inspection	7
Res Water Service Line Inspection	8
Res Water Service Line Reinspection	1
Residential Meter Tap Inspection	7
Sign Inspection	5
Special Revocable Permit (Building)	1
Special Revocable Permit (Planning Manager)	1
Stormwater Site Inspection (Commercial)	1
Utilities - CO Inspection & Sign Off	4
Utilities Site Inspection (Commercial)	1
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Total Number of Inspections:	403

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

June 4, 2024 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 4th, 2024 at 5:00 p.m., with the following members present:

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

Commissioners absent:

Staff present: Matthew Summers, Planning and Zoning Director
 Emily Richey, Current Planning Manager
 Tami Anderson, Administrative Assistant
 Patrick Menefee, City Engineer
 Cameron Veal, Associate Current Planner
 Don Maisch, City Attorney

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 5:00 p.m.

B. MINUTES

1. A motion was made by Dean Hinton seconded by Rick Dawkins, to approve the minutes of the May 7th, 2024 Planning Commission meeting as presented.
Voting aye: R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.
Nay: none.
Motion carried.

C. NEW MATTERS

1. (PC-2174) Public hearing, discussion, consideration, and possible action for approval of the Preliminary Plat of Dentistry by Design for the property described as a part of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian also addressed as 2500 S. Douglas Blvd., Midwest City, OK 73130.

Emily Richey – Current Planning Manager, presented the staff report to the Commission. She stated there are a few minor amendments needed to the plat before it is presented to City Council, and the applicant has agreed to submit an updated preliminary plat.

There was general discussion amongst the Commission.

The applicant, Jessica Bloye, Johnson and Associates – 1 E. Sheridan Ave. was present and addressed the Commission on behalf of the applicant.

A motion was made by Jess Huskey seconded by Jim Smith to recommend approval of this item.

Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.
Nay: None.
Motion Carried.

2. (PC-2177) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to Medium Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District ("R-6") to Medium Density Residential District ("R-MD"), for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty (30), Township Twelve (12) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1205 Wilkinson Dr., Midwest City.

Emily Richey – Current Planning Manager, presented the staff report and informed the Commission that there were two phone calls concerning the proposed amendment. There was also a signed petition presented to staff, but it did not meet the threshold of being signed by the owners of at least 50% of the land area within a 300-ft. radius of the subject property.

There was general discussion amongst the Commission.

The applicant, Kim Lewis – 1205 Wilkinson Dr. was present and addressed the Commission. Lewis shared with council that they planned on renovating the existing structures on the property and getting them up to code. Veterans will be the target for being tenants in these units once renovations are completed, but outside of that it is simply a rental.

Yvonne Wilkinson spoke in opposition to the amendment, voicing concerns about the church on the subject property not being up to code. She also voiced concerns about safety with the potential for homeless people to be in this area, as well as concerns about sewer infrastructure and how those issues would be addressed with the current moratorium in place. Emily Richey and Don Maisch – City Attorney, clarified that the moratorium did not stop construction, but allows for on-site sewage disposal, but if the sewage fails then it will need to tie into the City's infrastructure.

Chairman Russell Smith asked what existing structures were on the property, and how many units would exist on the lot after renovations are completed.

Kim Lewis responded that there are two existing structures – a church and a 900 sq ft house, and after renovation there would be 3 units – a duplex and a small house. Don Maisch added that a community septic system is allowed if it serves less than 10 units on the property.

George Beaty – 1126 Wilkinson Dr. spoke in opposition to the proposed amendment and shared that a permit of his had been denied, and that he questioned the fairness of this amendment being considered.

Glen Benson – 1226 Wilkinson Dr. spoke in opposition to the proposed amendment. He also asked if the development would bring in permanent or transient residents. Kim Lewis responded that permanent residents would be in the units.

Greg Winter & Michelle Watson – 1231 Wilkerson Dr. spoke in opposition. Shared that they were not allowed to sell property that they owned due to the moratorium. They also asked if there would be background checks on the potential residents of this development. Emily Richey reiterated that the moratorium does not prevent development or selling of property.

Chairman Russell Smith suggested that people who had questions about the development that were outside the scope of the Planning Commission should meet with the applicant outside of the Planning Commission meeting.

Jim Ward – 1228 Wilkerson Dr. spoke in opposition, citing concerns about the developments effect on the surrounding area’s property value. He also asked what the required material for the driveway is. Emily responded that gravel is not allowed for the driveway.

Commissioner Rick Rice asked if there were any car ownership requirements for tenants, citing concerns about the potential for homeless population in the area.

Commissioner Dean Hinton asked if the existing structures would be demolished or renovated/remodeled. Kim Lewis clarified that existing structures would be renovated

A motion was made by Dean Hinton, seconded by Jim Smith to recommend approval of this item.
Voting aye R. Smith Huskey, Hinton, J. Smith, Collins,
Nay: R. Rice R. Dawkins.
Motion Carried.

3. (PC-2178) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development (“PUD”) governed by General Commercial District (“C-4”) to amended Planned Unit Development (“PUD”) governed by General Commercial District (“C-4”), for the property described as a part of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 8713 E. Main St., Midwest City.

Emily Richey – Current Planning Manager presented the staff report to the Commission.

There was general discussion amongst the Commission.

The applicant, Grayson Ridgeway- 1603 Glenbrook Terrace was present and addressed the Commission.

Commissioner Jim Smith asked if they will be using the existing structure. Emily Richey confirmed that they would be. Commissioner Jess Huskey had questions about parking, and Emily Richey said that she could get that answer for them later, but she did not have them in front of her.

A motion was made by Jess Huskey, seconded by Rick Dawkins to recommend approval of this item.

Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.
Nay: None.
Motion Carried.

D. COMMISSION DISCUSSION:

Planning staff are looking for volunteers from the Planning Commission to serve on the Comprehensive Plan Advisory Committee. Anticipated start date for committee is August 2024, staff is still working on finalizing the contract with the firm who will be helping rewrite the Comprehensive Plan

E. PUBLIC DISCUSSION:

None

F. FURTHER INFORMATION:

Recommendations approved by the Planning Commission from this meeting will go before City Council on June 25, 2024.

G. ADJOURNMENT:

A motion to adjourn was made by Rick Dawkins, Seconded by Rick Rice.

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

Nay: None.

Motion Carried.

The meeting adjourned at 5:56 p.m.



Chairman Russell Smith

(cv)



The City Of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405)739-1005

Date: July 23, 2024
To: Honorable Mayor and City Council
From: Mike S. Stroh, Neighborhood Services Director
Subject: Code Enforcement Report

Code Enforcement report for first half of 2024, January 1 through June 30.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Code Enforcement Summary Report - 1/1/2024 to 6/30/2024

Cases Created by AssignedTo

BKelton	45
BWood	301
DPatterson	804
ECummings	1,327
EJones	495
GVangilder	181
JCrutcher	399
LKroust	859
SBarnard	198
Total:	4,609

Cases Created by Category

CE Other Nuisance	1,506
CE Rubbish	439
CE Structures	559
CE Tall Grass & Weeds	894
CE Trash & Debris	849
CE Vehicles	362
Total:	4,609

Cases Created by Ward

1	909
2	1,287
3	775
4	358
5	997
6	240
Total:	4,566

Reinspections

BKelton	6
BWood	210
DPatterson	572
ECummings	1,169
EJones	390
GVangilder	162
JCrutcher	163
LKroust	405
SBarnard	13
Total:	3,090

Citations

BWood	16
DPatterson	27
ECummings	43
EJones	10
GVangilder	5
JCrutcher	2
LKrout	7
SBarnard	2
Total:	112

Cases With Abatement Contracts

DPatterson	42
ECummings	85
EJones	53
GVangilder	9
JCrutcher	13
LKrout	27
SBarnard	3
Total:	232

Cases "Cleared" (Closed)

BKelton	45
BWood	264
DPatterson	657
ECummings	1,248
EJones	403
GVangilder	153
JCrutcher	348
LKrout	779
SBarnard	122
Total:	4,019



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

TO: Honorable Mayor and City Council
FROM: Tiatia Cromar, Finance Director/ City Treasurer
DATE: July 23, 2024
SUBJECT: Review of the City Manager's Report for the month of June 2024.

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

MWC Sewer Department (192) decreased due to the payments for:	
Main control building roof remodel	<\$658,202>
2018 Election G. O. Bond (270) decreased because of the payments for:	
Capital Outlay	<\$244,394>
Sooner Rose TIF (352) decreased due to the following transactions:	
Debt service payment decreased fund balance	<\$1,251,766>
Ad Valorem tax increased fund balance	\$848,644
MWC Hospital Authority (425) activities for June:	
Compounded Principal (9010) - unrealized gain on investment	\$2,088,953
- payment to SSM	<\$10,469,070>
Discretionary (9050) - unrealized gain on investment	\$1,023,359

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2024
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,602,218	-	7,097,989	5,978,430	(2,474,201)	3,504,229	10,602,218
10	GENERAL	14,716,303	(149,975)	15,529,517	46,140,523	(47,103,712)	(963,189)	14,566,328
13	STREET AND ALLEY FUND	1,905,991	-	1,905,998	674,114	(674,121)	(7)	1,905,991
14	TECHNOLOGY FUND	702,378	-	724,414	305,187	(327,224)	(22,036)	702,378
15	STREET LIGHT FEE	926,093	-	1,171,042	632,519	(877,468)	(244,949)	926,093
16	REIMBURSED PROJECTS	1,831,855	(1,600)	1,838,556	1,675,750	(1,684,051)	(8,301)	1,830,255
20	MWC POLICE DEPARTMENT	15,766,873	(4,092)	13,184,653	20,194,686	(17,616,558)	2,578,128	15,762,781
21	POLICE CAPITALIZATION	2,042,168	-	1,514,448	1,845,853	(1,318,133)	527,721	2,042,168
25	JUVENILE FUND	107,039	-	95,468	68,437	(56,866)	11,571	107,039
30	POLICE STATE SEIZURES	122,201	-	109,437	23,212	(10,448)	12,764	122,201
31	SPECIAL POLICE PROJECTS	79,275	-	81,429	8,255	(10,409)	(2,154)	79,275
34	POLICE LAB FEE FUND	-	-	18,545	638	(19,183)	(18,545)	-
35	EMPLOYEE ACTIVITY FUND	11,492	(10)	17,569	11,849	(17,936)	(6,087)	11,482
36	JAIL	239,506	-	181,401	105,491	(47,385)	58,106	239,506
37	POLICE IMPOUND FEE	142,752	-	104,051	50,347	(11,647)	38,701	142,752
40	MWC FIRE DEPARTMENT	10,248,567	(4)	8,860,897	15,492,056	(14,104,390)	1,387,666	10,248,563
41	FIRE CAPITALIZATION	2,805,222	-	2,266,633	784,052	(245,463)	538,589	2,805,222
45	MWC WELCOME CENTER	610,847	-	475,662	225,036	(89,851)	135,185	610,847
46	CONV / VISITORS BUREAU	727,189	-	576,761	409,069	(258,641)	150,428	727,189
60	CAPITAL DRAINAGE IMP	458,571	-	444,840	491,227	(477,496)	13,731	458,571
61	STORM WATER QUALITY	1,664,376	-	1,489,045	860,193	(684,862)	175,331	1,664,376
65	STREET TAX FUND	2,497,454	-	2,397,811	668,808	(569,166)	99,642	2,497,454
70	EMERGENCY OPER FUND	1,636,319	-	1,376,402	938,051	(678,133)	259,917	1,636,319
75	PUBLIC WORKS ADMIN	1,178,989	-	1,052,349	1,360,348	(1,233,707)	126,641	1,178,989
80	INTERSERVICE FUND	499,625	-	632,994	3,316,228	(3,449,597)	(133,370)	499,625
81	SURPLUS PROPERTY	768,616	(594,933)	127,706	84,936	(38,960)	45,977	173,682
115	ACTIVITY FUND	535,775	(2,550)	478,528	325,610	(270,913)	54,697	533,225
123	PARK & RECREATION	2,368,598	(12,764)	2,585,167	1,480,497	(1,709,829)	(229,333)	2,355,834
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	815,086	(815,086)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	173,118	-	175,016	101,583	(103,481)	(1,898)	173,118
143	GRANT FUNDS	88,416	(28,416)	60,000	803,762	(803,762)	-	60,000
157	CAPITAL IMPROVEMENTS	6,101,271	-	3,422,471	3,940,079	(1,261,279)	2,678,801	6,101,271
172	CAP. WATER IMP-WALKER	2,826,592	-	3,517,645	578,120	(1,269,173)	(691,053)	2,826,592

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2024

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
178	CONST LOAN PAYMENT REV	5,039,014	(10,247)	4,618,759	908,733	(498,724)	410,009	5,028,768
184	SEWER BACKUP FUND	78,534	-	78,271	4,263	(4,000)	263	78,534
186	SEWER CONSTRUCTION	3,068,800	-	8,051,367	1,739,790	(6,722,358)	(4,982,568)	3,068,800
187	UTILITY SERVICES	1,171,589	(924)	845,050	1,420,878	(1,095,262)	325,616	1,170,665
188	CAP. SEWER IMP.-STROTH	2,160,141	-	1,783,408	873,592	(496,859)	376,734	2,160,141
189	UTILITIES CAPITAL OUTLAY	3,100,505	(112,007)	2,649,282	736,983	(397,768)	339,215	2,988,498
190	MWC SANITATION DEPARTMENT	7,561,319	-	6,092,220	9,074,380	(7,605,281)	1,469,099	7,561,319
191	MWC WATER DEPARTMENT	8,084,425	(3,081,730)	4,750,723	8,013,690	(7,761,717)	251,972	5,002,695
192	MWC SEWER DEPARTMENT	6,036,272	(96)	5,573,077	8,816,338	(8,353,238)	463,100	6,036,177
193	MWC UTILITIES AUTHORITY	1,342,942	-	1,035,593	307,872	(523)	307,349	1,342,942
194	DOWNTOWN REDEVELOPMENT	506,452	(1,172)	470,038	59,563	(24,320)	35,243	505,281
195	HOTEL/CONFERENCE CENTER	843,533	(1,253,671)	(772,157)	4,284,026	(3,922,006)	362,020	(410,137)
196	HOTEL 4% FF&E	868,516	-	721,137	203,346	(55,967)	147,379	868,516
197	JOHN CONRAD REGIONAL GOLF	1,230,788	(10,969)	657,214	2,018,509	(1,455,905)	562,604	1,219,818
201	URBAN RENEWAL AUTHORITY	163,889	-	98,591	65,298	-	65,298	163,889
202	RISK MANAGEMENT	1,572,403	(37)	881,634	2,368,571	(1,677,839)	690,732	1,572,367
204	WORKERS COMP	3,410,296	-	4,211,806	1,002,089	(1,803,599)	(801,510)	3,410,296
220	ANIMALS BEST FRIEND	131,659	(2,000)	73,232	114,224	(57,797)	56,427	129,659
225	HOTEL MOTEL FUND	-	-	-	684,785	(684,785)	-	-
230	CUSTOMER DEPOSITS	1,540,094	(1,540,094)	-	59,105	(59,105)	-	-
235	MUNICIPAL COURT	88,034	(88,034)	-	3,463	(3,463)	-	-
240	L & H BENEFITS	2,391,377	(44,997)	2,570,990	10,255,914	(10,480,523)	(224,609)	2,346,380
250	CAPITAL IMP REV BOND	1,674,424	(28,897,904)	(35,692,983)	19,661,907	(11,192,405)	8,469,502	(27,223,481)
269	2002 G.O. STREET BOND	47,057	-	191,585	3,086	(147,614)	(144,528)	47,057
270	2018 ELECTION G.O. BOND	5,387,671	-	8,421,966	399,328	(3,433,624)	(3,034,296)	5,387,671
271	2018 G.O. BONDS PROPRIETARY	430,790	(121,172)	314,522	16,417	(21,321)	(4,904)	309,618
272	2022 ISSUE G.O. BOND	1,069,513	(35,000)	2,513,068	49,162	(1,527,716)	(1,478,555)	1,034,513
310	DISASTER RELIEF	8,095,632	(196,589)	7,293,918	906,688	(301,563)	605,125	7,899,043
340	REVENUE BOND SINKING FUND	-	-	-	4,169,551	(4,169,551)	-	-
350	G. O. DEBT SERVICES	2,896,220	(14,576)	2,981,462	4,073,730	(4,173,548)	(99,818)	2,881,644
352	SOONER ROSE TIF	1,509,975	-	1,099,602	2,032,406	(1,622,033)	410,373	1,509,975
353	ECONOMIC DEV AUTHORITY	60,173,496	(50,768,329)	9,418,940	1,783,677	(1,797,451)	(13,774)	9,405,167
354	NORTHSIDE TIF	276,727	(267,076)	-	9,651	-	9,651	9,651
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	113,174,161	(4,567)	111,301,846	15,305,222	(13,437,474)	1,867,748	113,169,594
425-9050	MWC HOSP AUTH-DISCRETIONARY	29,570,735	(1,320)	22,013,675	8,592,222	(1,036,479)	7,555,742	29,569,417
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,717,942	(30,113)	10,858,612	1,030,196	(1,200,978)	(170,782)	10,687,830
425-9080	MWC HOSP AUTH GRANTS	180,068	-	93,916	606,794	(520,642)	86,152	180,068
	TOTAL	369,986,709	(87,276,965)	258,720,835	222,045,478	(198,056,567)	23,988,911	282,709,746



CONSENT AGENDA





MUNICIPAL AUTHORITY AGENDA

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

July 23, 2024 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration, or possible action to approve the June 25, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances in the amount of \$8,723,644 at the close of day June 30, 2024 to be made available for fiscal year 2024-2025; and amending the budget for fiscal year 2024-2025 to include the released appropriations from the fiscal year 2023-2024 budgets as supplemental appropriations; and effective July 1, 2024, renewing encumbrance commitments canceled at the close of day June 30, 2024. (Finance - T. Cromar)
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Stormwater Fund, expenditures/Stormwater (61) \$474,000. Water Fund, expenditures/Water (42) \$3,003,216. (Finance - T. Cromar)
4. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Water Fund, expenditures/Water (42) \$78,500.(Finance - T. Cromar)

5. Discussion, consideration, and possible action of renewing contracts for FY 2024/2025 with Brenntag Southwest, Inc., Mid America Hydro Tech, and Sierra Container without modifications; Cabot Norit Americas, Inc., with a 4% price increase; and Republic Services of Oklahoma with a 3.5% price increase. (Public Works - R. Streets)
6. Discussion, consideration, and possible action of extending contracts without modifications with UniFirst Holdings, Inc., for uniforms and supplies and with Midstate Traffic Control, Inc., for traffic signal maintenance for FY 2024/2025. (Public Works - R. Streets)
7. Discussion, consideration, and possible action of entering into a contract with Plummer Associates, Inc., in the amount of \$139,236.00 for design of the Hiwassee Lift Station Improvements, Phase I. (Public Works - R. Streets)

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with H&H Plumbing & Utilities, Inc. for \$2,230,775 to construct the North Side Utilities Water Project. Trustees delegates the Chairman to sign and execute the contract. (Engineering & Construction Services - B. Bundy)
2. Discussion, consideration, and possible action of approving a Professional Services Agreement with Freese and Nichols, Inc., in the amount of \$799,000.00 to develop a citywide stormwater master plan. (Public Works - R. Streets)

D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

E. FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel at the Reed Center for the period ending June 30, 2024. (Director of Operations - R. Rushing)

F. ADJOURNMENT.

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

Midwest City Municipal Authority Minutes

June 25, 2024

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

Chairman Matt Dukes called the meeting to order at 6:26 PM with the following member present:

	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne		Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch
Absent: Trustee Susan Eads and Sara Bana		

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Eads and Bana. Motion Carried.

1. Discussion, consideration, or possible action to approve the June 11, 2024 meeting minutes.
2. Discussion, consideration, and possible action approving renewing a contract without modifications for FY 2024-2025 with Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$198,614.06.
3. Discussion, consideration, and possible action to approve the Second Amendment to the agreement with Garver, LLC to renew the contract for FY 24/25.
4. Discussion, consideration and possible action regarding Resolution MA2024-04 to renew the Sales Tax Agreement required for the Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2024-2025.
5. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Capital Improvements Revenue Bond Fund, revenues/Transfers In (00) \$149,711; expenditures/Transfers Out (00) \$149,711. Customer Deposits Fund, revenues/Investment Interest (00) \$44,052; expenditures/Transfers Out (00) \$44,052. Water Fund, revenues/Transfers In (00) \$44,052. Utilities Capital Outlay Fund, revenues/Transfers In (50) \$229,809; expenditures/Debt Service (50) \$231,380. Water Fund, expenditures (42) \$229,809.

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

FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel and the Reed Center for the period ending May 31, 2024.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:27 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances in the amount of \$8,723,644 at the close of day June 30, 2024 to be made available for fiscal year 2024-2025; and amending the budget for fiscal year 2024-2025 to include the released appropriations from the fiscal year 2023-2024 budgets as supplemental appropriations; and, effective July 1, 2024, renewing encumbrance commitments canceled at the close of day June 30, 2024.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. MA2024-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2024 TO BE MADE AVAILABLE FOR FISCAL YEAR 2024-2025; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2024-2025 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2023-2024 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2024, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2024.

WHEREAS, it is the Municipal Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2024 as chargeable to the FY 2023-2024 budget, renew those same commitments effective July 1, 2024, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2024-2025 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Municipal Authority have determined it in the best interest of the Municipal Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2024, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2024, formerly charged against and payable from FY 2023-2024 budgets, are hereby cancelled and renewed effective July 1, 2024, to be charged against and payable from additional FY 2024-2025 fiscal year budget amounts to be provided through budget amendments effective July 1, 2024.

SECTION 2. Any remaining unexpended fund balance within the funds at the close of day June 30, 2024, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2023-2024 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2024-2025 fiscal year effective July 1, 2024. The FY 2024-2025 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2024 and chargeable to and payable from FY 2024-2025 budgets.

Sanitation (190-4110)	\$ 2,192,182
Utilities – Water (191-4210/30)	\$ 1,096,990
Utilities – Wastewater (192-4310/30)	\$ 1,799,061
FF&E Reserve (196-4010)	\$ 127,708
Golf (197-4710)	\$ 62,590
Golf (197-4810)	\$ 5,774
Capital Drainage (060-7210)	\$ 245,309
Storm Water Quality (061-6110)	\$ 99,883
Capital Water Improvements (172-4910)	\$ 2,902,271
Construction Loan Payment (178-4200)	\$ 137,085
Sewer Construction (186-4600)	\$ 27,058
Utility Services (187-5011)	\$ 1,241
Capital Sewer Improvements (188-4410)	\$ 26,492

PASSED AND APPROVED by the chairman and trustees of the Midwest City Municipal Authority this 23rd day of July, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

tcromar@midwestcity.org

Office: 405-739-1245

www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Stormwater Fund, expenditures/Stormwater (61) \$474,000. Water Fund, expenditures/Water (42) \$3,003,216.

The first supplement is needed to roll forward unused budget for Stormwater Master Plan Project from fiscal year 2023-2024 to current fiscal year. The second supplement is needed to budget proceeds of OWRB-FAP loan to be used for North Side Water Improvement Project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 25, 2023

Fund STORMWATER (061)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Stormwater			474,000	
		<u>0</u>	<u>0</u>	<u>474,000</u>	<u>0</u>

Explanation:
To roll forward unused budget for Stormwater Master Plan Project from fiscal year 2023-2024 to current fiscal year. Funding to come from fund balance.

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			3,003,216	
		<u>0</u>	<u>0</u>	<u>3,003,216</u>	<u>0</u>

Explanation:
To budget proceeds of OWRB-FAP loan (principal plus premium) to be used for North Side Water Improvement Project. Funding to come from fund balance.



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

tcromar@midwestcity.org

Office: 405-739-1245

www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Water Fund, expenditures/Water (42) \$78,500.

The supplement is needed to budget issuance costs of OWRB-FAP loan.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 23, 2024

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			78,500	
		<u>0</u>	<u>0</u>	<u>78,500</u>	<u>0</u>

Explanation:
To budget issuance costs of OWRB-FAP Loan. Funding to come from fund balance.



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 23, 2024

Subject: Discussion, consideration, and possible action of renewing contracts for FY 2024/2025 with Brenntag Southwest, Inc., Mid America Hydro Tech, and Sierra Container without modifications; Cabot Norit Americas, Inc., with a 4% price increase; and Republic Services of Oklahoma with a 3.5% price increase.

Public Works has several contracts that are renewed annually. The following contracts are being renewed for FY 2024/2025:

- Brenntag Southwest, Inc., has agreed to renew the liquid chlorine contract without modification.
- Mid America Hydro Tech has agreed to renew the coagulation polymer contract without modification.
- Sierra Container Group has agreed to renew the upright wheeled refuse container contract without modification.
- Cabot Norit Americas Inc., has agreed to renew the granular activated carbon contract with a 4% price increase.
- Republic Services of Oklahoma has agreed to renew the commercial sanitation service of roll-offs and compactors contract with a 3.5% price increase as outlined in the contract.

Funds were budgeted and are available in Funds 190, 191, and 192.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachment



Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

June 23, 2024

Jim DeLozier, Branch Manager
Brenntag Southwest, Inc.
Route 2, Box 352-200
Nowata, OK 74048

Re: Liquid Chlorine Contract Renewal

Dear Mr. DeLozier,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party.

Our records indicated the contract price is: \$1.10 per pound (\$2,200.00 per ton cylinder)
\$1.30 per pound (\$195.00 per 150-lb cylinder)

In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or if the current contract should be re-bid. Depending upon the answer, we will follow with the appropriate documentation.

Respectfully,


R. Paul Streets
Public Works Director

- Yes, we agree to continue the present contract without modification.
- No, we are not able to continue the present contract without modification.
- Yes, we agree to continue the present contract with the following price increase:

Brenntag Southwest, Inc.:

Signature: W. Thomas Cream Jr Title: President Date: June 26, 2024

Midwest City Municipal Authority:

Signature: _____ Title: _____ Date: _____



Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

June 23, 2024

Douglas G. Swinney, Owner
Mid America Hydro Tech
36376 Anderson Rd
Macomb, OK 74852

Re: Water Treatment Coagulation Polymer Contract Renewal

Dear Mr. Swinney,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party.

Our records indicated the contract price is: \$0.636 per pound

In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or if the current contract should be re-bid. Depending upon the answer, we will follow with the appropriate documentation.

Respectfully,

R. Paul Streets
Public Works Director

 X

Yes, we agree to continue the present contract without modification.

Yes, we agree to continue the present contract with the following price per pound increase: _____

No, we are not able to continue the present contract without modification.

Mid America Hydro Tech:

Signature: Douglas G. Swinney Title: OWNER Date: 6-1-24

Midwest City Municipal Authority:

Signature: _____ Title: _____ Date: _____



Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

June 23, 2024

Andrew Moore, Vice President
Sierra Container Group
6160 SW Highway 200, Suite 110
Ocala, FL 34476

Re: Upright Wheel Refuse Containers Contract Renewal

Dear Mr. Moore,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party.

Our records indicated the contract price is: \$42.64 for a 65-gallon polycart
\$47.75 for a 95-gallon polycart

In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or if the current contract should be re-bid. Depending upon the answer, we will follow with the appropriate documentation.

Respectfully,

R. Paul Streets
Public Works Director

- Yes, we agree to continue the present contract without modification.
- No, we are not able to continue the present contract without modification.
- Yes, we agree to continue the present contract with the following price increase:

Sierra Container Group:

Signature: Andrew Moore Title: Vice President Date: 6/28/24

Midwest City Municipal Authority:

Signature: _____ Title: _____ Date: _____



Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

June 23, 2024

Brooke Broadus, Inside Sales Representative
Cabot Norit Americas, Inc.
3200 University Ave
Marshall, TX 75670

Re: Granular Activated Carbon Contract Renewal

Dear Ms. Broadus,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party.

Our records indicated the contract price is:

- \$36.25 per ft³ or \$87,000.00 per filter for Virgin GAC Bituminous 8x30 (delivered and placed in filter)
- **\$33.81 per ft³ or \$81,144.00 per filter for GAC Lignite 8x30 (delivered and placed in filter)

****The contract price until August 31, 2024 is \$63.25 per ft³ or \$151,800.00 per filter for GAC Lignite 8x30 (delivered and placed in filter)**

In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or if the current contract should be re-bid. Depending upon the answer, we will follow with the appropriate documentation.

Respectfully,

R. Paul Streets
Public Works Director

_____ Yes, we agree to continue the present contract without modification.

_____ No, we are not able to continue the present contract without modification.

Yes, we agree to continue the present contract with the following price increase:
\$65.78 per cubic foot or \$157,872.00 per filter for Lignite GAC HD3000

Cabot Norit Americas, Inc.:

Signature: Brooke Broadus Title: Inside Sales Rep Date: 7/9/24
Norit Americas, Inc

Midwest City Municipal Authority:

Signature: _____ Title: _____ Date: _____

Norit Americas Inc.



July 9, 2024

R. Paul Streets
Public Works Director
Midwest City Municipal Authority
8730 SE 15th St
Midwest City, OK 73110

RE: GAC Renewal FY 2024-2025
Granular Activated Carbon

Dear Mr. Streets,

Thank you for the opportunity to extend our current contract for Granular Activated Carbon supply and service beginning September 1, 2024, through August 31, 2025. As allowed by the Renewal Letter dated June 23, 2024, we would like to request a slight price increase. This 4% increase is due to cost escalations associated with freight and production supplies.

Product	2023/2024 Price Per Filter	2024/2025 Price Per Filter
Lignite GAC HD3000	\$ 63.25 / cu ft (\$151,800.00 / filter)	\$ 65.78 / cu ft (\$157,872.00 / filter)

We appreciate the opportunity to continue supplying your activated carbon needs and look forward to working with you again in the coming year. Please contact me if you have any questions or if I can offer any additional assistance.

Best Regards,

Norit Americas Inc.

A handwritten signature in black ink that reads "Brooke Broadus".

Brooke Broadus
Inside Sales
M: 903.578.5141
brooke.broadus@norit.com



Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 / Fax: 405-739-1090

June 24, 2024

Crystal Bennett, Municipal Services Manager
Republic Services of Oklahoma
7540 SW 59th Street
Oklahoma City, OK 73179

Re: Commercial Sanitation Service Roll-off and Compactors Contract Renewal

Dear Ms. Bennett,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party.

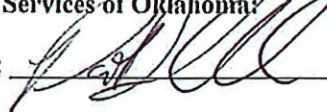
In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon the answer, we will follow with the appropriate documentation.

Respectfully,


R. Paul Streets
Public Works Director

- Yes, we agree to continue the present contract extension without modification. *3.5% PI*
- No, we are not able to continue the present contract without modification.
- Yes, we agree to continue the present contract with the following modification(s):

Republic Services of Oklahoma:

Signature:  Title: General Manager Date: 6/26/2024

Midwest City Municipal Authority:

Signature: _____ Title: _____ Date: _____

**SECOND AMENDMENT TO AGREEMENT
FOR COMMERCIAL SANITATION SERVICE
ROLL OFFS & COMPACTORS
BETWEEN REPUBLIC SERVICES OF OKLAHOMA
AND
THE MIDWEST CITY MUNICIPAL AUTHORITY**


Pursuant to the Agreement between Republic Services of Oklahoma and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for one year, commencing on July 1, 2024, and ending on June 30, 2025.

The terms in the attachment hereto shall modify the original contract. All other terms and conditions contained in the original contract shall remain in full force and effect.

Republic Services of Oklahoma:



Patrick Connell
General Manager
Date: 6/26/2024

For Midwest City Municipal Authority:

Matt Dukes, II
Chair
Date: _____

Sara Hancock, Secretary

Approved as to form and legality:

Donald D. Maisch, City Attorney



Public Works Administration

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

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 23, 2024

Subject: Discussion, consideration, and possible action of extending contracts without modifications with UniFirst Holdings, Inc., for uniforms and supplies and with Midstate Traffic Control, Inc., for traffic signal maintenance for FY 2024/2025.

Public Works has several contracts that renew annually and are rebid on a regular basis to ensure that the City is receiving the best price for these materials, supplies, and services. Two such contracts are for uniforms and supplies and traffic signal maintenance. Both service providers have been notified that these contracts will be rebid in the first quarter of FY 2024/2025 and have agreed to short-term contract extensions.

UniFirst Holdings, Inc., has agreed to renew the uniform and supplies contract and Midstate Traffic Control, Inc., has agreed to renew the traffic signal maintenance contract without modification for one hundred and twenty (120) days.

Funds were budgeted and available in all department accounts.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachment



MIDWEST CITY

Where the Spirit Flies High

www.midwestcityok.org

Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

June 24, 2024

Brian Hagler, General Manager
UniFirst Holdings, Inc.
2130 E California Ave
Oklahoma City, OK 73117

Re: Uniforms and Supplies Contract Renewal

Dear Mr. Hagler,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party or to re-bid. It is our intent to issue a Request for Bids in July 2024, and we would like to propose a 120-day contract extension without modification to provide the time needed to accept bids and award a new contract.

In the area provided below, please indicate whether you agree to the 120-day contract extension. Depending upon the answer, we will follow with the appropriate documentation.

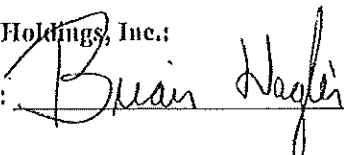
Respectfully,


R. Paul Streets
Public Works Director

Yes, we agree to a 120-day contract extension without modification.

No, we are not able to continue the present contract without modification.

UniFirst Holdings, Inc.:

Signature:  Title: GM Date: 6-26-24

Midwest City Municipal Authority:

Signature: _____ Title: _____ Date: _____

**AMENDMENT TO AGREEMENT
FOR UNIFORMS AND SUPPLIES
BETWEEN UNIFIRST HOLDINGS, INC.
AND
THE MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to the Agreement between UniFirst Holdings, Inc. and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for One Hundred Twenty (120) days, commencing on July 1, 2024, and ending on October 31, 2024.

UniFirst Holdings, Inc:



Brian Hagler
General Manager

Date: 6-26-24

For Midwest City Municipal Authority:

Matt Dukes, II
Chair

Date: _____

Sara Hancock, Secretary

Approved as to form and legality:

Donald D. Maisch, City Attorney



Public Works Administration
R. Paul Streets, Director
rstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

June 24, 2024

Len Scantling, Executive Vice President
Midstate Traffic Control, Inc.
12501 N Santa Fe Ave
Oklahoma City, OK 73114

Re: Traffic Signal Maintenance Contract Renewal

Dear Mr. Scantling,

It is time to renew the City of Midwest City/Midwest City Municipal Authority contracts for FY 2024/25. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party or to re-bid. It is our intent to issue a Request for Bids in July 2024, and we would like to propose a 120-day contract extension without modification to provide the time needed to accept bids and award a new contract.

In the area provided below, please indicate whether you agree to the 120-day contract extension. Depending upon the answer, we will follow with the appropriate documentation.

Respectfully,

R. Paul Streets
Public Works Director

X

Yes, we agree to a 120-day contract extension without modification.

No, we are not able to continue the present contract without modification.

Midstate Traffic Control, Inc.:

Signature: _____

Title: Exec. V.P.

Date: 7-1-24

Midwest City Municipal Authority:

Signature: _____

Title: _____

Date: _____

**SECOND AMENDMENT TO AGREEMENT
FOR TRAFFIC SIGNAL MAINTENANCE
BETWEEN MIDSTATE TRAFFIC CONTROL, INC.
AND
THE MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to the Agreement between Midstate Traffic Control, Inc. and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for One Hundred Twenty (120) days, commencing on July 1, 2024, and ending on October 31, 2024.

Midstate Traffic Control, Inc:



Len Scantling
Executive Vice President

Date: 7-1-24

For Midwest City Municipal Authority:

Matt Dukes, II
Chair

Date: _____

Sara Hancock, Secretary

Approved as to form and legality:

Donald D. Maisch, City Attorney



Public Works Administration

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

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 23, 2024

Subject: Discussion, consideration, and possible action of entering into a contract with Plummer Associates, Inc., in the amount of \$139,236.00 for design of the Hiwassee Lift Station Improvements, Phase I.

The Eastside Sewer Study recommended several improvements to the Hiwassee Lift Station to address current and future capacity needs. Phase 1 of these improvements includes new pumps, variable frequency drives, and electrical, building and HVAC upgrades. Plummer Associates, Inc., has been selected to design these interim improvements due to their familiarity with Midwest City's wastewater collection system and work on previous projects.

Staff recommends entering into a contract to provide professional services necessary for the design of the Phase I improvements to the Hiwassee Lift Station as outlined in the attached contract.

Funds in the amount of \$139,235.00 are available in the Wastewater Enterprise Fund, Account # 192-4330-432.40-05, Project # 432501, for this project.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among the Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Authority**”), and Plummer Associates, Inc., (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **Authority** is in need of the following professional services to design interim improvements for the Hiwassee Lift Station and provide certain bid and construction phase services as outlined in Attachment A; and

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

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

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

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

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

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority services, products, solutions, and deliverables (collectively referred to as “**Deliverables**”) that meet all the

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

purposes and functionality requested or described in this Agreement. The Authority shall meet with Service Provider to identify service needs on a project by project basis. Service Provider will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The Authority may issue a purchase order for the identified services accompanied by Service Provider's written proposal. Upon issuance of the purchase order, the Service Provider shall be responsible for timely providing the services authorized by the purchase order ("Project"). Upon completion of the Project (services in a purchase order), the Service Provider will issue an invoice to the Authority and, upon approval of the invoice, the Authority will pay the invoice. Upon completion of each Project and provision to the Authority of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the Authority shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by Service Provider to the Authority. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the Authority and the Service Provider with respect to the services, products, solutions and deliverables to be provided by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in Attachment “B” (“Schedule of Fees / Rate Card”).

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

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

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider’s Project Team**, assigned to work on the Project for the **Authority** are not eligible to

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

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

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

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

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

3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding

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payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider's** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

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

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

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1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

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

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments,

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including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This

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paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

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

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently

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or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

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

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

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

Midwest City Municipal Authority, Secretary for the Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

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AND
Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

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

Alan Swartz, PE
Plummer Associates, Inc.
531 Couch Drive, Suite 202
Oklahoma City, OK 73102

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

11. ABIDES BY LAW

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

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority**

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may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

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

14. TIME OF ESSENCE

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

15. MULTIPLE ORIGINALS

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

16. ANTI-COLLUSION

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

17. BREACH AND DEFAULT

A. A 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

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enforce or timely 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 **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

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

19. VENUE AND CHOICE OF LAW

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

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term

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of this **Agreement** or attachment hereto. The notice shall contain:

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

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

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

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

21. VALIDITY

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

22. NO WAIVER

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

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23. NO EXTRA WORK

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

24. AMENDMENT

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

25. EFFECTIVE DATE

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

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

Service Provider: _____ Plummer Associates, Inc. _____

By: Alan Swartz _____

Name: Alan Swartz, PE _____

Title: Principal, Oklahoma Team Leader _____

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PROFESSIONAL SERVICES AGREEMENT
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APPROVED by the Trustees and **SIGNED** by the Chairman for the Midwest City Municipal Authority this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

ATTACHMENT A

SCOPE OF SERVICES

HIWASSEE LIFT STATION PHASE I IMPROVEMENTS –, DETAILED DESIGN, BID PHASE AND CONSTRUCTION PHASE SERVICES

I. BACKGROUND

The City of Midwest City, herein referenced as OWNER, requests and authorizes Plummer Associates, Inc. (ENGINEER) to perform BASIC ENGINEERING SERVICES for the Hiwassee Lift Station Phase I Improvements identified below.

This project includes the design for the replacement of the two existing submersible pumps (0.76 MGD Firm Capacity) currently installed in the Hiwassee Lift Station with larger submersible pumps (1.58 MGD Firm Capacity) including the wet well discharge piping and associated valves, the replacement of the existing emergency generator, the installation of new Variable Frequency Drives (VFD's) and associated electrical and control upgrades.

The PROJECT will generally consist of Project Management and Coordination, Detailed Design, Bid Phase Services and Construction Phase Services.

II. BASIC SERVICES

Basic Services provided by the ENGINEER shall generally be covered under the following activities:

- a. Activity A – Project Management
- b. Activity B – Project Coordination
- c. Activity C – Data Review
- d. Activity D – Detailed Design
- e. Activity E – Bid Phase Services
- f. Activity F – Construction Phase Services.

Specific tasks for each activity are identified in the following sections.

ACTIVITY A – PROJECT MANAGEMENT

Task A.1 – Project Management

Provide project management for the above activities A-H. Project management shall include maintaining communication and coordination with OWNER; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings and schedule updates; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

- a. ENGINEER will coordinate design efforts on project tasks identified below.
- b. ENGINEER will prepare a common monthly invoice for all services.
- c. Deliverables
 - Monthly Invoices

Task A.2 – Kickoff Meeting and Meeting Preparation

ENGINEER will prepare for and participate in one Project kick-off meeting for the PROJECT. At the kick-off meeting ENGINEER will confirm with the OWNER the scope of work, deliverables, schedule and administrative protocols.

- a. The purpose of the kickoff meeting will be to:
 - Develop communication procedures
 - Review the work to be completed and discuss OWNER preferences of design, pump and valve type.
 - Review the project schedule, including identifying critical path tasks
 - Advise OWNER as to the necessity of OWNER providing or obtaining data or services from others.
- b. ENGINEER will prepare and distribute to the OWNER draft meeting notes for review. After receipt of comments, the meeting notes shall be finalized and distributed to the OWNER's and the ENGINEER's team in pdf format for record purposes.
- c. Deliverables:
 - Draft and Final Meeting Notes
 - Project Management Plan
 - Baseline Evaluation Schedule of Activities and Tasks

Task A.3 – Progress Meetings

ENGINEER will coordinate, prepare for, and conduct progress meetings to review progress with the OWNER and stakeholders. Meetings shall take place at the OWNER's office in Midwest City or virtually as mutually agreed upon. One (1) progress meeting is assumed based on the preliminary schedule. This meeting shall be in addition to the quality control meetings which will be held at the 60% and 100% milestones, the Kickoff Meeting and any meetings during the construction phase. Additional progress meetings shall be provided as an ADDITIONAL SERVICE.

- a. ENGINEER will prepare for and moderate each meeting.
- b. ENGINEER will prepare and distribute draft meeting notes to the OWNER for review. After receipt of comments, the meeting notes shall be finalized and distributed to the OWNER and any sub-consultants in pdf format for record purposes.
- c. Deliverables:
 - Agendas
 - Draft and Final Meeting Notes

ACTIVITY B – PROJECT COORDINATION

ENGINEER shall coordinate with the public utilities, private utilities, and stakeholders along the proposed waterline alignments, force main alignment and at lift station site.

Task B.1 – Utility Coordination

- a. ENGINEER shall coordinate with OG&E for replacement of the existing 240V, 3PH, open Delta power feed to a 480V, 3PH, Delta-Wye power feed, sized for ultimate capacity.
- b. ENGINEER shall coordinate with Oklahoma Natural Gas (ONG) for connection to emergency backup generator. It is assumed that ONG has a natural gas line capable of serving the natural gas generator along Southeast 15th Street. Design of an extension to serve the generator shall be an Additional Service.

- c. Deliverables:
 - Utility Permits (as needed)

ACTIVITY C – DATA REVIEW

Task C.1 – Request and Review Data

The OWNER shall provide the following information to the ENGINEER for review: existing Geographic Information Systems (GIS) information; existing geotechnical documents; existing environmental documents; existing reports; record drawings from previous projects associated with the PROJECT; survey information; and utility information.

- a. ENGINEER will review the existing GIS information, record drawings, reports, environmental documents, collection system master plans, hydraulic models, and any other information provided by the OWNER.

ACTIVITY D – DETAILED DESIGN

Following the review of the existing data, detailed design services shall be provided for the PROJECT as follows:

Task D.1 – Pumping System Evaluation

- a. ENGINEER will verify proposed pump sizing, minimum pump submergence and active wet well volumes based on the TM's previously prepared by Freese and Nichols, Inc. (FNI). ENGINEER will verify if the pump discharge piping needs to be upsized based on the proposed velocities in accordance with ODEQ regulations.

Task D.2 – Pump Replacement Design

- a. Prepare detailed plans, specifications, and contract documents for:
 - The replacement of the existing 0.76 MGD firm capacity submersible pumps with 1.58 MGD firm capacity submersible pumps, wet well discharge piping, and valve vault.
 - The replacement pumps will be installed in the existing wet well. Efforts will be made to sequence the project to minimize bypass pumping during construction.
 - EI&C and HVAC design as specified below in Tasks D.3 and D.4 will be included in the plan set.
 - It is assumed that a topographic survey will not be needed for the project and the site plan will utilize an aerial photograph of the Lift Station Site.
- b. OWNER comments will be incorporated after each milestone QC. The 100% plan set will be provided to the ODEQ for review and comment in parallel with the OWNER's review.

Task D.3 – EI&C Design

- a. Design Electrical, Instrumentation and Control for a two (possibly three) submersible pump lift station.
 - Power distribution and VFDs shall be sized for ultimate capacity and number of pumps.
 - Natural gas-powered backup generator
 - Lift station controller shall be Xylen Multismart Controller.
 - Autodialer Raco AlarmAgent
 - Replacement of building and site lighting

Task D.4 – HVAC Design

- a. Design HVAC replacement, including air conditioning for electrical building.

Task D.5 – Specifications

- a. The ENGINEER will utilize OWNER furnished Bidding and Contract Forms. The ENGINEER will provide technical specifications for the PROJECT at the 60% and 100% milestones. OWNER comments will be incorporated after each milestone QC. The 100% Specifications will be provided to the ODEQ for review and comment in parallel with the OWNER's review.

Task D.6 – OPCC

- a. The ENGINEER will provide an AACE Class 3 Opinion of Probable Construction Cost (OPCC) to the OWNER approximately 14 days prior to the 60% Quality Control meeting.
- b. The ENGINEER will provide an AACE Class 1 Opinion of Probable Construction Cost (OPCC) to the OWNER approximately 14 days prior to the 100% Quality Control meeting.
- c. The ENGINEER will provide an updated AACE Class 1 Opinion of Probable Construction Cost (OPCC) to the OWNER at bid time.

Task D.7 – QC Meetings

- a. The ENGINEER shall attend a 60% and 100% Quality Control Meeting with the OWNER. ENGINEER shall provide a written record of OWNER comments and the ENGINEER's responses for the Quality Control Meeting.

Task D.8 – ODEQ Permit to Construct

- a. ENGINEER shall complete and submit the Permit to Construct Request as required by the ODEQ.

Task D.9 – Final Pump Replacement Design

- a. Incorporate 100% OWNER and ODEQ design comments into the Plans and Specifications and seal for bid.

ACTIVITY E – BID PHASE SERVICES**Task E.1 – Pre-Bid Activities (for one bid)**

- a. Provide a Notice to Bidders to the OWNER for publication for one construction project. The cost of publication will be paid by the OWNER.
- b. Respond to questions related to the distribution of documents, construction contract provisions, and bidding requirements and technical questions regarding the PROJECT.
- c. Prepare, print, and distribute addenda addressing deletions, modifications, or interpretations of the Contract Documents.
- d. Coordinate, attend and administer one pre-bid conference for the PROJECT.
- e. Bid Documents shall be posted CivCast for download by interested parties.

Task E.2 – Post-Bid Activities

- a. Assist the OWNER in the opening and preparation of tabulation of bids for construction of the PROJECT.
- b. Verify CONTRACTOR references and prepare a Recommendation of Award to the OWNER.
- c. ENGINEER shall conform the contract documents including all addendum changes. The following contract document sets shall be provided:
 - One (1) electronic copy of the plans and specifications.
- d. Preparation of hard copies of the documents for the OWNER or other parties will be performed by the ENGINEER as an ADDITIONAL SERVICE.

ACTIVITY F – CONSTRUCTION PHASE SERVICES

The presence or duties of ENGINEER's personnel at a construction site does not make ENGINEER or its personnel in any way responsible for those duties that belong to the OWNER and/or Construction Contractor or other entities, and does not relieve the Construction Contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health or safety precautions required by such construction work.

ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except ENGINEER's own personnel.

The presence of ENGINEER's personnel at a construction site is for the purpose of providing to ENGINEER and OWNER a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved. The ENGINEER neither guarantees the performance of the Construction Contractor nor assumes responsibility for Contractors' failure to perform their work in accordance with the contract documents.

The Engineer shall provide field and administrative services for one construction project totaling up to 12 months of construction. If the OWNER elects to divide the recommended improvements into separate construction projects the construction services for the additional projects shall be provided as an ADDITIONAL SERVICE.

Field activities identified below are limited to site visits and meetings attended by the project manager and design engineering support staff. Administrative activities include general contract administration, submittal review and record drawing preparation that typically occurs in the office of the ENGINEER.

Task F.1 –Field Activities

- a. Represent the OWNER in Non-Resident construction administration of the PROJECTS. In this capacity, the construction administration duties shall not place any responsibility on ENGINEER for the techniques, sequences, and methods of construction or the safety precautions incident thereto, and the ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
- b. Provide Engineering surveys in AutoCAD format to establish benchmarks and reference points for construction, one time only.

Task F.2 –General Contract Administration and Submittal Review

- a. Conduct a Pre-Construction conference with the CONTRACTOR, and review construction schedules prepared by the CONTRACTOR. Prepare and distribute meeting notes.
- b. Make up to three (3) Special Site Visits for specific contractor coordination or at the OWNER's request.
- c. Review samples, catalog data, shop drawings, laboratory, shop and mill test of material and equipment and other data pursuant to the General Conditions of the Construction Contract. Review of submittals and re-submittals are included as Basic Services. Review of excessive submittals and review of resubmittals beyond one resubmittal will be considered ADDITIONAL SERVICES and charged to the Contractor as part of the contract specifications. Incomplete submittals will not be reviewed.
- d. Interpret the intent of the plans and specification for the OWNER and CONTRACTOR, responding to Requests for Information. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an ADDITIONAL SERVICE. NOTE: Such studies conducted by the ENGINEER, if determined to be inadequate, due to incompleteness of ENGINEER prepared plans and specifications will be revised without additional compensation. Any defective designs, plans or specifications furnished by the ENGINEER shall be promptly corrected by the ENGINEER at no cost to the OWNER.
- e. Prepare Proposed Contract Modifications (PCM's) for use by the Contractor and OWNER.
- f. Accompany the OWNER in conducting one final completion inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Prepare a list of deficiencies to be corrected by the contractor before final payment is released.

- g. Revise the construction drawings in accordance with the information furnished by construction Contractor and the Resident Project Representative reflecting changes in the PROJECT made during construction. One set of reproducible prints of "Record Drawings" and PDF files shall be provided by the ENGINEER to the OWNER. Record Drawings shall be provided to the OWNER within 60 days of receipt of the as-built drawings from the CONTRACTOR.

III. ADDITIONAL SERVICES

Additional Services are those services not included in General Services that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:

- a. Design of a natural gas line for the proposed natural gas generator.
- b. Modifications to the design of improvements previously approved by the OWNER by acceptance without comment on conceptual, preliminary or detailed design progress submittals.
- c. Topographic surveying beyond the scope of items included in Basic Services.
- d. Geotechnical Investigations beyond the scope of items included in Basic Services
- e. Easement acquisition assistance or aid in acquiring property in fee, including in house labor by the Engineer, subconsultant services or property appraisals.
- f. Hydraulic and Transient Modeling for the OWNER's system and the Project as it relates to the OWNER's system. It is understood that any necessary modeling will be performed by another firm. Hydraulic and Transient Modeling can be performed as an ADDITIONAL SERVICE.
- g. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- h. Preparation of storm water permits or pollution protection plans (SWPPP).
- i. Exhaustive or continuous on-site inspections by the Engineer to check quality or quantity of the work or material.
- j. Preparation for and attendance at monthly construction progress meetings and/or monthly site visits during Construction Phase Services
- k. Review and response to additional submittal packages and/or RFI's beyond those included in Basic or Special Services.
- l. Review of Contractor's Monthly Pay Applications.
- m. Observe factory witness manufacturing and testing of selected equipment.
- n. Review of testing laboratories' reports and inspection bureaus required for the testing or inspection of materials, factory testing, etc.
- o. Preparation of Field Orders and/or Change Orders.
- p. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
- q. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.
- r. Payment of fees for permit applications and publication(s) of notices.
- s. Preparation of a Traffic Control Plan
- t. Design of other improvements not identified in Basic or Special Services or Services known to be required for completion of the PROJECT that the OWNER agrees are to be furnished by the ENGINEER or by a sub-consultant that cannot be defined sufficiently at this time to establish the maximum compensation.

Attachment B

IV. COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Lump Sum Amount
A	Project Management	\$16,700
B	Project Coordination	\$3,730
C	Data Review	\$2,660
D	Detailed Design	\$62,575
E	Bid Phase Services	\$13,070
F	Construction Phase Services	\$36,268
RE	Reimbursable Expenses (Reproduction, Technology, and Mileage)	\$4,233
Total		\$139,236

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

No budgetary allowance has been established for Additional Services. Additional services must be authorized by amendment of the agreement.

**PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2024**

Staff Description	2024 Rate
Staff Admin	\$100.00
Senior Admin	\$115.00
Staff CAD	\$120.00
Senior CAD	\$145.00
CAD Manager	\$165.00
Staff CM	\$135.00
Project CM	\$165.00
Senior CM	\$220.00
Principal CM	\$300.00
Staff RPR	\$115.00
Senior RPR	\$160.00
Staff Geospatial	\$105.00
Senior Geospatial	\$130.00
Geospatial Manager	\$160.00
Intern	\$80.00
Staff Engineer/Scientist	\$140.00
Project Engineer/Scientist	\$180.00
Project Manager	\$250.00
Subject Matter Expert/ Senior Project Manager	\$305.00
Principal	\$340.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.

ATTACHMENT C

SERVICE PROVIDER'S TEAM

HIWASSEE LIFT STATION PHASE 1 IMPROVEMENTS

I. PLUMMER TEAM

Principal-In-Charge – Alan Swartz, PE (OKC Office)
Project Manager – Alan Swartz, PE (OKC Office)
Project Engineer (Pumps) – Brian Wright, PE (FTW Office)
Project Engineer (General) – Anthony Garcia, EI (OKC Office)
Project Engineer (EI&C) – Patrick Moseley, PE (FTW Office)
QA/QC – George Farah, PE; Clete Martin, PE (FTW Office)
Technician – Forrest Cave (OKC Office)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2024

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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C. No. Ext): (214) 323-4602 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com	FAX (A/C. No.): (214) 503-8899	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Plummer Associates, Inc. 1320 South University Drive Ste. 300 Fort Worth TX 76107	INSURER A: XL Specialty Insurance Company		37885
	INSURER B: Hartford Underwriters Insurance Company		30104
	INSURER C: Hartford Accident and Indemnity Company		22357
	INSURER D: Twin City Fire Insurance Company		29459
	INSURER E: LLOYD'S OF LONDON		04893
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 80902820

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWAH8X07	9/30/2023	9/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$500,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84UEGAC4597	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWAH8X07	9/30/2023	9/30/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	84WEGBA2E4C	9/30/2023	9/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability & Pollution Liability		<input checked="" type="checkbox"/>	DPR5028746	5/9/2024	5/9/2025	Per Claim \$3,000,000 Annual Aggregate \$3,000,000
E	Cyber Liability		<input checked="" type="checkbox"/>	ESM0139760445	8/25/2023	8/25/2024	Limit of Liability \$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. Midwest City Municipal Authority and Service Provider are named additional insured on the general liability coverage as required by written contract. Re: Plummer #3435-005-01, Midwest City Hiwassee Lift Station Improvements.

CERTIFICATE HOLDER**CANCELLATION**

Midwest City Municipal Authority
 Attn: Director of Public Works
 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

Joe Bryant

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ACORD 25 (2016/03)

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DISCUSSION ITEMS





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

TO : Chairman and Trustees of the Midwest City Municipal Authority

FROM : Brandon Bundy, P.E., Director

DATE : July 23, 2023

SUBJECT : Discussion, consideration, and possible action of awarding the bid to and entering into a contract with H&H Plumbing & Utilities, Inc. for \$2,230,775 to construct the North Side Utilities Water Project. Trustees delegates the Chairman to sign and execute the contract.


Bids were received on July 16, 2024 for the above referenced project. Staff recommends award of the bid to H&H Plumbing & Utilities, Inc which submitted the lowest and best bid; meeting specifications. Staff recommends awarding the bid totaling \$2,230,775.

This project will extend a 12 inch public water line approximately 8,810 linear feet to serve both the Centrillum project and the City's Water Resources Recovery Facility (WRRF). This is the City's obligation and timely award will assist in getting the project delivered in a timely fashion.

The benefits of this project will include add an industrial user as a customer for our water system and allow the WRRF to terminate the purchase of water from another municipality.

Attached are the bid tabulations for the 5 bids received.

Funding for this project is appropriated in project #4224A2 (Fund 191) and through the recently awarded Financial Assistance Program via Oklahoma Water Resources Board (OWRB).



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

Attachment

North Side Utilities Water Project Bidtab

#	Description	Unit	QTY	Engineer's Estimate		H&H Plumbing & Utilities, Inc.		4M Trenching, LLC		Matthews Trenching Co., Inc.		Cimarron Construction Company,		Southwest Water Works LLC	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	12-INCH C-900 PVC (DR 14) WATER PIPE (OPEN CUT)	LF	7130	\$ 205.00	\$ 1,461,650.00	\$ 125.00	\$ 891,250.00	\$ 135.40	\$ 965,402.00	\$ 190.00	\$ 1,354,700.00	\$ 214.00	\$ 1,525,820.00	\$ 185.00	\$ 1,319,050.00
2	12-INCH FUSIBLE PVC WATER PIPE (HORIZONTAL DIRECTION DRILL)	LF	1680	\$ 385.00	\$ 646,800.00	\$ 240.00	\$ 403,200.00	\$ 305.00	\$ 512,400.00	\$ 210.00	\$ 352,800.00	\$ 331.00	\$ 556,080.00	\$ 350.00	\$ 588,000.00
3	12-INCH C-900 (DR14) PVC WATER PIPE WITH 18-INCH STEEL ENCASEMENT (BORE)	LF	60	\$ 450.00	\$ 27,000.00	\$ 590.00	\$ 35,400.00	\$ 751.00	\$ 45,060.00	\$ 675.00	\$ 40,500.00	\$ 880.00	\$ 52,800.00	\$ 425.00	\$ 25,500.00
4	12-INCH C-900 (DR14) PVC WATER PIPE WITH 18-INCH STEEL ENCASEMENT (OPEN CUT)	LF	70	\$ 350.00	\$ 24,500.00	\$ 360.00	\$ 25,200.00	\$ 415.00	\$ 29,050.00	\$ 400.00	\$ 28,000.00	\$ 510.00	\$ 35,700.00	\$ 330.00	\$ 23,100.00
5	12-INCH 11.25 DEGREE DUCTILE IRON BEND	EA	7	\$ 2,200.00	\$ 15,400.00	\$ 2,450.00	\$ 17,150.00	\$ 1,450.00	\$ 10,150.00	\$ 1,600.00	\$ 11,200.00	\$ 1,495.00	\$ 10,465.00	\$ 1,500.00	\$ 10,500.00
6	12-INCH 22.5 DEGREE DUCTILE IRON BEND	EA	2	\$ 2,300.00	\$ 4,600.00	\$ 2,450.00	\$ 4,900.00	\$ 1,450.00	\$ 2,900.00	\$ 1,650.00	\$ 3,300.00	\$ 1,530.00	\$ 3,060.00	\$ 1,600.00	\$ 3,200.00
7	12-INCH 45 DEGREE DUCTILE IRON BEND	EA	21	\$ 2,400.00	\$ 50,400.00	\$ 2,850.00	\$ 59,850.00	\$ 1,920.00	\$ 40,320.00	\$ 1,750.00	\$ 36,750.00	\$ 1,920.00	\$ 40,320.00	\$ 2,100.00	\$ 44,100.00
8	12-INCH 90 DEGREE DUCTILE IRON BEND	EA	4	\$ 2,600.00	\$ 10,400.00	\$ 3,250.00	\$ 13,000.00	\$ 1,650.00	\$ 6,600.00	\$ 3,000.00	\$ 12,000.00	\$ 2,690.00	\$ 10,760.00	\$ 2,300.00	\$ 9,200.00
9	6-INCH x 6-INCH TEE	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,380.00	\$ 1,380.00	\$ 1,290.00	\$ 1,290.00	\$ 1,200.00	\$ 1,200.00	\$ 1,005.00	\$ 1,005.00	\$ 1,000.00	\$ 1,000.00
10	12-INCH x 6-INCH TEE	EA	15	\$ 2,000.00	\$ 30,000.00	\$ 2,580.00	\$ 38,700.00	\$ 1,880.00	\$ 28,200.00	\$ 2,000.00	\$ 30,000.00	\$ 2,390.00	\$ 35,850.00	\$ 2,600.00	\$ 39,000.00
11	12-INCH x 12-INCH TEE	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,790.00	\$ 2,790.00	\$ 2,280.00	\$ 2,280.00	\$ 2,800.00	\$ 2,800.00	\$ 3,305.00	\$ 3,305.00	\$ 2,800.00	\$ 2,800.00
12	12-INCH x 4-INCH REDUCER	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 1,180.00	\$ 1,180.00	\$ 1,200.00	\$ 1,200.00	\$ 1,005.00	\$ 1,005.00	\$ 1,000.00	\$ 1,000.00
13	12-INCH x 6-INCH REDUCER	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,150.00	\$ 1,150.00	\$ 1,230.00	\$ 1,230.00	\$ 1,200.00	\$ 1,200.00	\$ 1,475.00	\$ 1,475.00	\$ 1,200.00	\$ 1,200.00
14	8-INCH x 4-INCH REDUCER	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 950.00	\$ 950.00	\$ 873.00	\$ 873.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00
15	12-INCH x 8-INCH REDUCER	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,250.00	\$ 1,250.00	\$ 1,280.00	\$ 1,280.00	\$ 1,200.00	\$ 1,200.00	\$ 1,575.00	\$ 1,575.00	\$ 1,200.00	\$ 1,200.00
16	8-INCH x 8-INCH TAPPING SLEEVE	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 4,850.00	\$ 9,700.00	\$ 4,747.00	\$ 9,494.00	\$ 5,000.00	\$ 10,000.00	\$ 4,715.00	\$ 9,430.00	\$ 3,000.00	\$ 6,000.00
17	12-INCH SOLID SLEEVE	EA	2	\$ 4,750.00	\$ 9,500.00	\$ 5,500.00	\$ 11,000.00	\$ 1,120.00	\$ 2,240.00	\$ 1,650.00	\$ 3,300.00	\$ 1,535.00	\$ 3,070.00	\$ 1,700.00	\$ 3,400.00
18	8-INCH TAPPING VALVE AND VALVE BOX	EA	2	\$ 5,500.00	\$ 11,000.00	\$ 3,950.00	\$ 7,900.00	\$ 3,440.00	\$ 6,880.00	\$ 3,600.00	\$ 7,200.00	\$ 5,830.00	\$ 11,660.00	\$ 4,000.00	\$ 8,000.00
19	6-INCH GATE VALVE AND VALVE BOX (MJ)	EA	15	\$ 6,500.00	\$ 97,500.00	\$ 2,350.00	\$ 35,250.00	\$ 2,120.00	\$ 31,800.00	\$ 2,100.00	\$ 31,500.00	\$ 1,925.00	\$ 28,875.00	\$ 2,750.00	\$ 41,250.00
20	12-INCH GATE VALVE AND VALVE BOX (MJ)	EA	6	\$ 9,000.00	\$ 54,000.00	\$ 4,850.00	\$ 29,100.00	\$ 4,930.00	\$ 29,580.00	\$ 6,600.00	\$ 39,600.00	\$ 6,845.00	\$ 41,070.00	\$ 6,500.00	\$ 39,000.00
21	12-INCH GATE VALVE (MJ) IN MANHOLE (4')	EA	3	\$ 17,500.00	\$ 52,500.00	\$ 10,575.00	\$ 31,725.00	\$ 10,500.00	\$ 31,500.00	\$ 12,000.00	\$ 36,000.00	\$ 9,285.00	\$ 27,855.00	\$ 12,000.00	\$ 36,000.00
22	FIRE HYDRANT ASSEMBLY	EA	15	\$ 7,500.00	\$ 112,500.00	\$ 7,890.00	\$ 118,350.00	\$ 5,150.00	\$ 77,250.00	\$ 5,500.00	\$ 82,500.00	\$ 6,860.00	\$ 102,900.00	\$ 8,500.00	\$ 127,500.00
23	12-INCH FIRE HYDRANT RISER	EA	15	\$ 700.00	\$ 10,500.00	\$ 650.00	\$ 9,750.00	\$ 3,160.00	\$ 47,400.00	\$ 950.00	\$ 14,250.00	\$ 815.00	\$ 12,225.00	\$ 650.00	\$ 9,750.00
24	2-INCH COMBINATION AIR/VACUUM RELEASE VALVE	EA	6	\$ 9,500.00	\$ 57,000.00	\$ 8,450.00	\$ 50,700.00	\$ 8,100.00	\$ 48,600.00	\$ 10,000.00	\$ 60,000.00	\$ 4,415.00	\$ 26,490.00	\$ 6,500.00	\$ 39,000.00
25	PROPOSED 4-INCH WATER METER VAULT	EA	1	\$ 24,000.00	\$ 24,000.00	\$ 42,575.00	\$ 42,575.00	\$ 41,000.00	\$ 41,000.00	\$ 38,500.00	\$ 38,500.00	\$ 47,875.00	\$ 47,875.00	\$ 45,000.00	\$ 45,000.00
26	PROPOSED 6-INCH WATER METER VAULT	EA	1	\$ 50,000.00	\$ 50,000.00	\$ 52,250.00	\$ 52,250.00	\$ 70,100.00	\$ 70,100.00	\$ 35,750.00	\$ 35,750.00	\$ 62,161.00	\$ 62,161.00	\$ 40,000.00	\$ 40,000.00
27	CONNECTION TO EXISTING 8-INCH WATER LINE ON SECONDARY FEED AT STA 1+00	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 745.00	\$ 745.00	\$ 5,000.00	\$ 5,000.00	\$ 2,740.00	\$ 2,740.00	\$ 2,250.00	\$ 2,250.00
28	CONNECTION TO EXISTING 12-INCH WATER LINE ON PRIMARY FEED AT STA 1+00	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,690.00	\$ 3,690.00	\$ 5,000.00	\$ 5,000.00	\$ 2,770.00	\$ 2,770.00	\$ 1,800.00	\$ 1,800.00
29	CONNECTION TO EXISTING 12-INCH WATER LINE ON PRIMARY FEED AT STA 36+87.40	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 2,200.00	\$ 2,200.00	\$ 5,000.00	\$ 5,000.00	\$ 2,770.00	\$ 2,770.00	\$ 2,500.00	\$ 2,500.00
30	CONNECTION TO EXISTING 8-INCH WATER LINE ON SECONDARY FEED AT STA 32+75	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 745.00	\$ 745.00	\$ 5,000.00	\$ 5,000.00	\$ 2,740.00	\$ 2,740.00	\$ 1,100.00	\$ 1,100.00
31	UTILITY DOME MARKER	EA	28	\$ 300.00	\$ 8,400.00	\$ 220.00	\$ 6,160.00	\$ 240.00	\$ 6,720.00	\$ 150.00	\$ 4,200.00	\$ 1,775.00	\$ 49,700.00	\$ 150.00	\$ 4,200.00
32	SEDIMENT AND EROSION CONTROL	LS	1.0	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 28,400.00	\$ 28,400.00	\$ 7,500.00	\$ 7,500.00	\$ 89,605.00	\$ 89,605.00	\$ 4,500.00	\$ 4,500.00
33	TRENCH SAFETY	LF	7500	\$ 10.00	\$ 75,000.00	\$ 3.00	\$ 22,500.00	\$ 1.20	\$ 9,000.00	\$ 5.00	\$ 37,500.00	\$ 4.00	\$ 30,000.00	\$ 55.00	\$ 412,500.00
34	UTILITY LOCATION AND SUPPORT	LF	7270	\$ 5.00	\$ 36,350.00	\$ 3.00	\$ 21,810.00	\$ 6.00	\$ 43,620.00	\$ 5.00	\$ 36,350.00	\$ 6.00	\$ 43,620.00	\$ 25.00	\$ 181,750.00
35	SEEDING	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 18,000.00	\$ 18,000.00	\$ 12,800.00	\$ 12,800.00	\$ 20,000.00	\$ 20,000.00	\$ 46,350.00	\$ 46,350.00	\$ 15,000.00	\$ 15,000.00
36	PAVEMENT CUT AND PERMANENT REPAIR	SY	232	\$ 250.00	\$ 58,000.00	\$ 310.00	\$ 71,920.00	\$ 285.00	\$ 66,120.00	\$ 400.00	\$ 92,800.00	\$ 345.00	\$ 80,040.00	\$ 250.00	\$ 58,000.00
37	PRESSURE TESTING OF PIPELINES	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,710.00	\$ 3,710.00	\$ 15,000.00	\$ 15,000.00	\$ 15,980.00	\$ 15,980.00	\$ 35,000.00	\$ 35,000.00
38	DISINFECTION OF PIPELINES	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,140.00	\$ 2,140.00	\$ 15,000.00	\$ 15,000.00	\$ 24,860.00	\$ 24,860.00	\$ 35,000.00	\$ 35,000.00
39	STORMWATER POLLUTION PREVENTION PLAN DOCUMENTATION AND MANAGEMENT	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,400.00	\$ 10,400.00	\$ 5,000.00	\$ 5,000.00	\$ 3,450.00	\$ 3,450.00	\$ 4,500.00	\$ 4,500.00
40	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 157,440.00	\$ 157,440.00	\$ 103,165.00	\$ 103,165.00	\$ 30,359.00	\$ 30,359.00	\$ 10,000.00	\$ 10,000.00	\$ 141,225.00	\$ 141,225.00	\$ 115,000.00	\$ 115,000.00
Base BidSubtotal				\$	\$ 3,306,240.00	\$	\$ 2,230,775.00	\$	\$ 2,264,708.00	\$	\$ 2,499,400.00	\$	\$ 3,189,481.00	\$	\$ 3,337,450.00



Public Works Administration

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

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 23, 2024

Subject: Discussion, consideration, and possible action of approving a Professional Services Agreement with Freese and Nichols, Inc., in the amount of \$799,000.00 to develop a citywide stormwater master plan.

On October 17, 2023, the Oklahoma Water Resources Board approved the City of Midwest City's request for an American Rescue Plan Act grant and committed funds in the amount of \$2,000,000.00 for the development of citywide master plans for the water, wastewater, and stormwater infrastructure and construction of water lines needed to connect the Water Resources Recovery Facility and Centrillium to Midwest City's water supply system.

On April 29, 2024, a Request for Proposals was issued requesting proposals from qualified firms for a comprehensive, citywide stormwater master plan. Four (4) proposals were received on May 28, 2024, and all four consultant teams were interviewed on June 10, 2024. The selection committee recommends award of a contract in the amount of \$799,000.00 to Freese and Nichols, Inc., based on qualifications, experience, and proposed project approach.

Funds for this project are available in Account # 061.

Action is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
FREESE AND NICHOLS, INC.
And
CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

THIS PROFESSIONAL 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 “**City**”), and the Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**City and Authority**”), and **FREESE AND NICHOLS, INC.**, (hereinafter referred to as “**Service Provider**”) (**City, Authority, and Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, City and Authority are in need of the following professional services to develop an ARPA-funded citywide Stormwater Master Plan; and

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

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

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

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

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

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this Agreement, the **City and Authority** retain the Service Provider as an independent contractor, to provide **City and Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City**

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and Authority services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City and Authority** shall meet with **Service Provider** to identify service needs on a project-by-project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City and Authority** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City and Authority** and, upon approval of the invoice, the **City and Authority** will pay the invoice. Upon completion of each Project and provision to the **City and Authority** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City and Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City and Authority**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City and Authority** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

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between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City and Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City and Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City and Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**.

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Service Provider shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City and Authority**.

3. CONSIDERATION

A. The **City and Authority** shall pay the **Service Provider** compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **City and Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

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

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taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City and Authority**.

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

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

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3. Upon notice of termination for *cause* from the **City and Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City and Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City and Authority** by reason of **Service Provider's** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City and Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

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

C. Upon notice to **Service Provider**, the **City and Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City and Authority** issues a stop work order to **Service Provider**, the **City and Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City and Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City and Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City and Authority**, without cause and without cost to the **City and Authority**; provided however, the **Service Provider** shall be entitled to an

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extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **City and Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City and Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City and Authority**.

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

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City and Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City and Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the

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original performance date, the **City and Authority** shall be entitled to recover, should the **City and Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City and Authority**. Should the **Service Provider** fail to reimburse the **City and Authority** within thirty (30) calendar days of demand, the **City and Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City and Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City and Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City and Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City and Authority** as an additional insured as their interest may appear under this **Agreement**.

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D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City and Authority** from making a claim or recovering under such insurance or insurance coverage.

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

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City and Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City and Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the negligent performance of the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs

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are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City and Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City and Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City and Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**. For professional liability claims, Service Provider shall reimburse City for all reasonable costs of their defense in the same proportion Service Provide is found liable.

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

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City and Authority**, the **City and Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City and Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City and Authority**, shall disclose to any person, other than to the **City and Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

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10. NOTICES

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

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

AND

Midwest City Municipal Authority,
Secretary for the Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

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

Jennifer Wasinger, Account Director/Principal
Freese and Nichols, Inc.
3600 NW 138th Street, Suite 202
Oklahoma City, OK 73134

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

11. ABIDES BY LAW

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

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be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City and Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City and Authority**. The **City and Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City and Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City and Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

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

14. TIME OF ESSENCE

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

15. MULTIPLE ORIGINALS

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

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16. ANTI-COLLUSION

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

17. 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 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 **Lease**.

C. Should the **City and Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

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

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19. VENUE AND CHOICE OF LAW

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

20. DISPUTE RESOLUTION

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

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

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

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

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

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21. VALIDITY

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

22. NO WAIVER

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

23. NO EXTRA WORK

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

24. AMENDMENT

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

25. EFFECTIVE DATE


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

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PROFESSIONAL SERVICES AGREEMENT
between
FREESE AND NICHOLS, INC.
And
CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

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

Service Provider: _____ FREESE AND NICHOLS, INC _____

By: _____  _____

Name: _____ Alan C. Hutson _____

Title: _____ Vice President _____

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PROFESSIONAL SERVICES AGREEMENT
between
FREESE AND NICHOLS, INC.
And
CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

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

CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachment A

ENGINEERING SCOPE OF SERVICES

FNI (Freese and Nichols, Inc. referred to as the Service Provider) understands that the City of Midwest City and the Midwest City Municipal Authority (jointly referred to as City) desire to develop a comprehensive stormwater master plan. The stormwater master plan will be a proactive approach to determining needs, costs, and priorities associated with current and projected stormwater quantity and quality issues through the city, including drainage system condition assessment, development of drainage models, development of a new drainage criteria design manual, CIP planning, and financial and asset planning. More specifically, the City must expend ARPA funding by August 2026. Finally, the City desires to assess potential future needs related to resources, policies, organizational structure, and internal processes.

The following work for the Stormwater Master Plan is described in more detail below.:

Basic services: The ENGINEER shall render the following professional services in connection with the development of the engineering plans to include:

Phase I

Task 1 - Project Management

Task 2 - Staff Interviews

Task 3 - Data Collection and Review

Task 4 - Stormwater Asset GIS Inventory Enhancement

Phase II

Task 1 - Drainage System Condition Assessment

Task 2 - Citywide Rain-on-Grid Modeling

Task 3 - Detailed Modeling

Task 4 - Project Prioritization Process

Task 5 - Project Development

Task 6 - CIP Development

Task 7 - Stormwater Design Manual Development

Task 8 - Policies and Business Operations Assessment

Task 9 - Financial Strategy

Task 10 - Final Documentation

ARTICLE I

Basic Services

I. Phase 1- Assessment

1. Project management - FNI will provide management oversight for the Stormwater Master Plan project through August 2026. This will include kickoff meeting, 12 total coordination meetings, 6 hybrid (in-person and virtual) and 6 virtual, managing budget and schedule, QA/QC, subcontract management, and providing monthly status reports.
 - a. Deliverables
 - i. Monthly status report, agendas, and meeting notes
2. Staff Interviews – FNI will conduct on a single designated day, group interview sessions with city staff based on focus areas that include organizational structure and coordination, backlog and needs, current initiatives and goals, and policies and processes. These interviews will include City staff responsible for drainage standards, stormwater quality, capital project planning and management, and drainage field operations. Key FNI staff will be onsite the entire day for the interviews. Once city staff determines the appropriate interview participants, each interview session will be scheduled in advance. Interviews will include discussion of pre-supplied questions or surveys and follow up conversation.
 - a. Deliverables
 - i. Draft and final memorandum summarizing all of the interview results and how the insights provided inform next steps in the development of the Stormwater Master Plan. The memorandum will include notes taken during each individual session. The memo will include an assessment of current policies and business operations as well as recommendations on Phase II tasks that leverage the perspective gained from the interviews to optimize the overall outcome of the Plan.
3. Data Collection and Review – FNI will collect, organize and review readily available data including: current project backlog, flood history, budget and financial data, inventory and other GIS data, condition assessments, work orders, CityWorks implementation status, drainage ordinance/policies/criteria, existing hydrologic and hydraulic models, bid tabs on recent City stormwater capital projects, and other relevant City plans.
 - a. Deliverables
 - i. Incorporation of the items reviewed and how they will be applied toward further development of the Stormwater Master Plan into the deliverable from Task 2/Staff Interviews above.
4. Stormwater Asset GIS Inventory Enhancements - FNI will conduct a stormwater GIS inventory assessment, develop a stormwater GIS inventory improvement plan, create an ArcGIS Online Web Map Editor and Field Maps Mobile Map, and deploy field crews for survey data collection.
 - a. Deliverables -
 - i. Add additional features collected through Data Collection to existing City stormwater geodatabase

II. Phase 2- Plan Development

1. Drainage System Condition Assessment – FNI will develop an approach/prioritization methodology and set of criteria to evaluate the condition and criticality of the City’s stormwater infrastructure
 - a. Goals -
 - i. Deploy field crews for CCTV inspection
 - ii. Develop a graphical representation of risk around the City.
 - iii. Evaluate ability to create decision trees to guide future condition assessment priorities that can be incorporated into the existing CityWorks work order system
2. Citywide rain-on-grid modeling – FNI will provide citywide rain on grid modeling. FNI will incorporate data such as flood history, work orders, prior studies, etc. as provided by the City.
 - a. Goals -
 - i. With City input, FNI will use this modeling, to the extent practical, for identifying priority areas for further detailed H&H study and mitigation project development. FNI will perform a citywide screening assessment of drainage conditions based on a rain-on-grid analysis. The results will also have benefits for assessing the potential drainage impacts of proposed site development projects.
3. Detailed Modeling - FNI will develop guidelines to identify the various data sources that are to be used for the modeling inputs. This document will then be used as a guide to develop models for specifically identified areas selected by the City. The number and specific areas to be studied and detailed will be determined based on decisions made on project resource allocation/prioritization made following Phase I. H&H modeling will identify and prioritize problem areas and develop effective alternatives for mitigating water quality/quantity problems
 - a. Goals
 - i. Develop Technical Modeling Guidelines document
 - ii. Create digital models for a determined amount of storm drain miles and/or channel miles
 - iii. Develop a modeling report documenting the model results and development according to the modeling guidelines
4. Project prioritization process - FNI work with staff to prepare an objective capital projects prioritization process. The tool will include infrastructure rehabilitation/renewal projects and flood reduction projects. Once staff identifies appropriate stakeholder participants, FNI will conduct in-person workshops. One of the workshops will be used to determine the scoring metrics and weighting for rehabilitation/renewal projects and the second will be for flood reduction projects. FNI will bring common scoring metric options to facilitate discussion.
 - a. Goals
 - i. Develop MWC focused prioritization tool
5. Project Development - FNI will develop conceptual solutions to the top priority hazards identified from task 4. The number of conceptual solutions to be developed will be determined based on project resource allocation/prioritization decisions subsequent to phase I. The solutions will be

defined sufficiently for budget estimates to be prepared. It is anticipated that simple conveyance capacity improvements, such as increasing sizes of existing assets, would be evaluated using the models. FNI will provide opinions of probable construction costs and include available information on City implementation costs provided by the City. Developed projects could include flood reduction projects, rehabilitation projects, as well as channel/bank stabilization projects.

6. Capital Improvement Plan (CIP) Development– FNI will work with City staff to take the hazard mitigation needs identified in task 4 and develop a framework for a 5-year, rolling CIP. The CIP will be based on a combination of infrastructure renewal, flood reduction projects and channel/bank stabilization projects. Projects will be taken from priority ranking of projects identified, developed and ranked as part of the prior tasks. FNI will host a hybrid in-person/virtualwork session with staff to obtain city input to help FNI define a strategy for allocating capital investments between infrastructure renewal, flood reduction projects and other project categories identified by the city. FNI will use the final allocation strategy to program the 20-year CIP.

7. Stormwater Design Manual Development– FNI will develop a complete and comprehensive Stormwater Design Manual that is a user-friendly guidance document for stakeholders and includes both drainage and green stormwater infrastructure (GSI) design standards and specifications. FNI will also evaluate current maintenance practices for drainage systems constructed as a part of site development projects and maintained by private property owners (e.g detention ponds) and identify any barriers to GSI implementation.
 - a. Goals
 - i. Develop drainage criteria manual document
 - ii. Develop Maintenance and Inspection Plan technical memo

8. Policy and Business Operations Assessment – FNI will analyze the information provided in the initial staff interviews and other data, identify/define opportunities for improvement, and formulate recommendations on how to implement value-added changes as a part of the holistic stormwater master plan, to include such topics as floodplain and stormwater quality regulations, Community Rating System participation, and others.
 - a. Goal
 - i. Develop Policy and Business Operations technical memo

9. Financial Strategy – FNI will evaluate current and supplemental funding needed to address findings and recommendations developed through the Stormwater Master Plan and will develop a matrix of potential funding options for identified projects/program improvements.
 - a. Goal
 - i. Create a memorandum summarizing the items reviewed, matrix of funding options with the requirements and constraints and suggested best fit opportunities for Midwest City.

10. Final Documentation - FNI will prepare an executive summary of the overall stormwater master plan assignment, assembling previously submitted technical memos work products into an organized master plan document for future use and reference by City staff. Presentations will also be given to City Council meeting as well as with the City Manager's Office encompassing the overall Plan.

ARTICLE II

SPECIAL SERVICES: No special services have been identified in connection with the development of the Project.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services by August 2026.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

CITY's Primary Contact

Name: Carrie Evenson
Address: 8730 SE 15th
Midwest City, OK 73110
Phone: 405-739-1062
Email: CEvenson@MidwestCityOK.org

CITY's Accounting Contact

Name: Carrie Evenson
Address: 8730 SE 15th
Midwest City, OK 73110
Phone: 405-739-1062
Email: CEvenson@MidwestCityOK.org

FNI's Primary Contact

Name: Austin Dugger
Address: 3600 NW 138th Street, Suite 202,
Oklahoma City, OK 73134
Phone: 405-252-5934
Email: Austin.dugger@freese.com

FNI's Accounting Contact

Name: Stephanie Kirchstein
Address: 12770 Merit Drive, Suite 900
Dallas, Texas 75251
Phone: 214-217-2200
Email: Stephanie.Kirchstein@freese.com

Attachment B: Schedule of Fees

The scope of work for tasks in Basic services for Phases 1 and 2 will be completed for a LUMP SUM fee of \$799,000 INCLUSIVE of EXPENSES.

Fee Breakdown by Task

Task	Description	Total Fee
1	Project Management both Phases	\$ 121,000
Basic Services- Phase 1		
2	Staff Interviews	\$ 19,000
3	Data Collection/ Review	\$ 14,000
4	Stormwater Asset GIS Inventory Enhancements	\$ 70,000
Basic Services - Phase 2		
1	Condition Assessment	\$ 130,000
2	Citywide rain-on-grid modeling	\$ 21,000
3	Detailed Modeling	\$ 142,000
4	Project prioritization process	\$ 29,000
5	Project Development	\$ 96,000
6	Capital Improvement Plan (CIP) Development	\$ 29,000
7	Stormwater Design Manual	\$ 68,000
8	Policy and Business Operations Assessment	\$ 19,000
9	Financial Strategy	\$ 27,000
10	Final Documentation	\$ 14,000
Grand Total of Proposed Scope of Work		\$ 799,000

4. Qualifications/Experience of Key Personnel

Midwest City



Principal-in-Charge
Jennifer Wasinger



Project Manager
Austin Dugger, PE, CFM



Assistant Project Manager
Chris Johnson, PE, CFM, IAM



**Senior Advisor
Strategic Lead**
Greg Simmons, PE, CFM



SYSTEM PRESERVATION

System Inventory/Mapping

Austin Dugger, PE, CFM
Robert Wood
Will Gustafson, GISP

Risk Assessment and Asset Management

Trey Shanks, IAM
Steven Rhodes, PE*, IAM



SYSTEM EXPANSION

Design Criteria Review

Greg Simmons, PE, CFM
Austin Dugger, PE, CFM
Kale Farmer, PE, CFM

Design Review Process Assessment

Greg Simmons, PE, CFM
Chris Johnson, PE, CFM, IAM

CIP Delivery Process

Greg Simmons, PE, CFM



HAZARD MITIGATION

H&H Modeling and Flood Mitigation

Austin Dugger, PE, CFM
Alyssa Fields, EI
Kale Farmer, PE, CFM

Geomorphology and Erosion Mitigation

Connor Kee, PG
Keith Byrne, PE, CFM

Sinkhole Mitigation

Justin Oswald, PE, CFM

Water Quality Hazard Mitigation

Lauren O'Donley
Jeremy Rice



HAZARD WARNING

Floodplain Administration and Risk Mapping

Kale Farmer, PE, CFM
Robert Wood

Erosion Risk Mapping

Conner Kee, PG
Robert Wood

Flood Warning System

Greg Simmons, PE, CFM
Chris Johnson, PE, CFM, IAM

Public Education

Dawn Warrick, AICP



FUNDING ALTERNATIVES

Jennifer Wasinger
Ryan Slattery, AICP, ENV SP



PUBLIC OUTREACH

Dawn Warrick, AICP
David Van De Weghe, AICP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2024

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.

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.

Table with 2 main columns: PRODUCER (Ames & Gough) and INSURED (Freese and Nichols, Inc.). Includes contact information, insurer details (National Fire, Valley Forge, Continental, Travelers), and NAIC numbers.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: develop an ARPA-funded citywide Stormwater Master Plan; City of Midwest City, Midwest City Municipal Authority, its officers, invitees, representatives, contractors, employees or agents are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER (City of Midwest City) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.)



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





City Manager's Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: July 23, 2024

SUBJECT: Review of the monthly report on the current financial condition of the Delta Hotel at the Reed Center for the period ending June 30, 2024.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Delta Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

Fiscal Year 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Revenue												
Budgeted (MTD)	410,419	431,525	510,625	586,974	483,480	297,582	315,574	362,587	608,058	432,639	507,733	476,811
Actual (MTD)	261,357	375,874	255,855	431,851	292,696	136,238	132,604	365,406	496,036	400,897	538,868	596,344
Budgeted (YTD)	410,419	841,944	1,352,569	1,939,543	2,423,023	2,720,605	3,036,179	3,398,766	4,006,824	4,439,463	4,947,196	5,424,007
Actual (YTD)	261,357	637,231	893,086	1,324,937	1,617,633	1,753,871	1,886,475	2,251,881	2,747,917	3,148,814	3,687,682	4,284,026

Expenses												
Budgeted (MTD)	354,409	378,100	400,332	454,283	383,871	331,720	306,328	341,951	469,445	356,245	408,092	362,823
Actual (MTD)	277,604	280,264	280,443	337,716	261,601	267,805	284,413	334,937	384,711	380,178	428,305	404,030
Budgeted (YTD)	354,409	732,509	1,132,841	1,587,124	1,970,995	2,302,715	2,609,043	2,950,994	3,420,439	3,776,684	4,184,776	4,547,599
Actual (YTD)	277,604	557,867	838,311	1,176,027	1,437,628	1,705,433	1,989,846	2,324,784	2,709,495	3,089,672	3,517,977	3,922,007

Revenue vs. Expenses												
Budgeted (MTD)	56,010	53,425	110,293	132,691	99,609	(34,138)	9,246	20,636	138,613	76,394	99,641	113,988
Actual (MTD)	(16,246)	95,610	(24,589)	94,134	31,095	(131,567)	(151,809)	30,469	111,325	20,719	110,564	192,315
Budgeted (YTD)	56,010	109,435	219,728	352,419	452,028	417,890	427,136	447,772	586,385	662,779	762,420	876,408
Actual (YTD)	(16,246)	79,364	54,775	148,910	180,005	48,438	(103,372)	(72,903)	38,422	59,141	169,705	362,020

Key Indicators												
Hotel Room Revenue	174,426	203,842	165,813	207,754	145,251	90,198	94,661	176,917	250,403	192,747	313,247	305,759
Food and Banquet Revenue	58,116	178,433	70,265	189,490	123,397	39,096	32,013	165,017	205,352	184,321	153,888	237,488

Fiscal Year 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Revenue												
Budgeted (MTD)	314,473	456,558	454,823	690,957	482,754	280,122	284,994	361,496	700,674	397,999	522,958	407,196
Actual (MTD)	215,862	327,994	338,232	298,613	329,258	325,935	257,919	248,620	421,561	279,614	294,119	319,969
Budgeted (YTD)	314,473	771,031	1,225,854	1,916,811	2,399,565	2,679,687	2,964,681	3,326,177	4,026,851	4,424,850	4,947,808	5,355,004
Actual (YTD)	215,862	543,856	882,088	1,180,701	1,509,959	1,835,895	2,093,814	2,342,434	2,763,995	3,043,609	3,337,728	3,657,697

Expenses												
Budgeted (MTD)	317,640	357,848	352,577	429,679	372,335	303,854	297,787	314,509	436,038	355,615	389,108	355,713
Actual (MTD)	270,452	278,272	251,566	289,094	328,384	406,392	357,547	292,897	367,683	326,506	340,376	327,528
Budgeted (YTD)	317,640	675,488	1,028,065	1,457,744	1,830,079	2,133,933	2,431,720	2,746,229	3,182,267	3,537,882	3,926,990	4,282,703
Actual (YTD)	270,452	548,724	800,290	1,089,384	1,417,768	1,824,160	2,181,707	2,474,604	2,842,287	3,168,793	3,509,169	3,836,697

Revenue vs. Expenses												
Budgeted (MTD)	(3,167)	98,710	102,246	261,278	110,419	(23,732)	(12,793)	46,987	264,636	42,384	133,850	51,483
Actual (MTD)	(54,590)	49,722	86,665	9,519	875	(80,457)	(99,628)	(44,277)	53,878	(46,892)	(46,257)	(7,559)
Budgeted (YTD)	(3,167)	95,543	197,789	459,067	569,486	545,754	532,961	579,948	844,584	886,968	1,020,818	1,072,301
Actual (YTD)	(54,590)	(4,868)	81,798	91,317	92,192	11,735	(87,893)	(132,170)	(78,292)	(125,184)	(171,441)	(179,001)

Key Indicators												
Hotel Room Revenue	134,971	160,951	204,314	221,621	181,770	108,375	80,338	136,796	203,240	202,116	217,628	259,119
Food and Banquet Revenue	72,710	138,792	117,519	78,055	96,521	173,540	179,053	99,902	172,321	71,135	51,356	52,897



CONSENT AGENDA





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

July 23, 2024 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration, or possible action to approve the June 25, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action for adoption of a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance in the amount of \$1,508,819 at the close of day June 30, 2024 to be made available for fiscal year 2024-2025; and amending the budget for fiscal year 2024-2025 to include the released appropriations from the fiscal year 2023-2024 budget as supplemental appropriations; and effective July 1, 2024, renewing encumbrance commitments canceled at the close of day June 30, 2024. (Finance - T. Cromar)
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, expenditures/Hospital Authority (90) \$10,469,070. (Finance - T. Cromar)
4. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Hospital Authority Fund, expenditures/Hospital Authority (90) \$9,530,930. (Finance – T. Cromar)
5. Discussion, consideration and possible action of approving the management representation letter to Grant Thornton LLP and accepting the draft final report for Sooner Town Center II, LLC for calendar years ending December 31, 2023 and 2022. (Finance - T. Cromar)

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Wynn Construction Co., Inc. for \$1,614,883 and 210 Calendar Days for the Mid-America Park Phase 1 Project, a 2018 GO Bond project. Trustees delegate the Chairman to sign and execute the contract. (Engineering & Construction Services - B. Bundy)

D NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. ADJOURNMENT.

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

Midwest City Memorial Hospital Authority Minutes

June 25, 2024

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

Chairman Matt Dukes called the meeting to order at 6:27 PM with following members present:

	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne		Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Susan Eads and Sara Bana

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Eads and Bana. Motion Carried.

1. Discussion, consideration, or possible action to approve the June 11, 2024 meeting minutes.
2. Discussion, consideration and possible action regarding Resolution HA2024-02 to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2024-2025.
3. Discussion, consideration, and possible action of approving Amendment No. 2 with Tunnel, Spangler & Associates, Inc. for the schematic design and pricing of the Parklawn Drive and National Avenue Revitalization Project.

DISCUSSION ITEM.

1. **Discussion, consideration, and possible action of the following agreement with Capitol Decisions, Inc. in the total amount of \$115,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2024 through June 30, 2025.**

Byrne made a motion to approve the agreement, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Eads and Bana. Motion Carried.

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

At 6:29 PM Byrne made a motion to recess, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Eads and Bana. Motion Carried.

At 6:31 PM Byrne made a motion to reconvene, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Eads and Bana. Motion Carried.

At 6:31 PM Byrne made a motion to enter into Executive Session, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Eads and Bana. Motion Carried.

EXECUTIVE SESSION.

- 1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(3) to discuss confidential communications concerning the purchase or appraisal of real property regarding Sooner Town Center and 2) authorizing the City Manager to take action as appropriate based on discussion.**

Byrne made a motion to return to Open Session, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Eads and Bana. Motion Carried.

NO ACTION NEEDED

DISCUSSION ITEMS Continued.

- 2. Discussion, consideration, and possible action of approving an Ancillary Agreement with Sooner Town Center, LLC and Sooner Town Center II, LLC.**

Byrne made a motion to approve the agreement, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Eads and Bana. Motion Carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:20 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action for adoption of a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance in the amount of \$1,508,819 at the close of day June 30, 2024 to be made available for fiscal year 2024-2025; and amending the budget for fiscal year 2024-2025 to include the released appropriations from the fiscal year 2023-2024 budget as supplemental appropriations; and, effective July 1, 2024, renewing encumbrance commitments canceled at the close of day June 30, 2024.

Staff recommends that the resolution be adopted with the amount provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. HA 2024-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2024 TO BE MADE AVAILABLE FOR FISCAL YEAR 2024-2025; AND AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2023-2024 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2024, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2024.

WHEREAS, it is the Hospital Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2024 as chargeable to the FY 2023-2024 budget, renew those same commitments effective July 1, 2024, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2024-2025 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Memorial Hospital Authority have determined it is in the best interest of the Hospital Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2024, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2024, formerly charged against and payable from FY 2023-2024 budget, are hereby cancelled and renewed effective July 1, 2024, to be charged against and payable from additional FY 2024-2025 fiscal year budget amounts to be provided through budget amendments effective July 1, 2024.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2024, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2023-2024 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2024-2025 fiscal year effective July 1, 2024. The FY 2024-2025 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2024 and chargeable to and payable from FY 2024-2025 budget.

Compounded Principal (425-9010)	\$1,007,933
Discretionary/Misc (425-9050)	\$ 138,797
In Lieu of Taxes/ROR/Misc (425-9060)	\$ 362,089

PASSED AND APPROVED by the trustees of the Midwest City Memorial Hospital Authority this 23rd day of July, 2024.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary



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

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, expenditures/Hospital Authority (90) \$10,469,070.

The supplement is needed to budget payment to SSM Health for reimbursement agreement.

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 23, 2024

Fund MWC HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			10,469,070	
		<u>0</u>	<u>0</u>	<u>10,469,070</u>	<u>0</u>

Explanation:
To budget payment to SSM Health for reimbursement agreement. Funding to come from fund balance.



Finance
100 N. Midwest Boulevard
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tcromar@MidwestCityOK.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Hospital Authority Fund, expenditures/Hospital Authority (90) \$9,530,930. (Finance – T. Cromar)

The supplement is needed to budget payment to SSM Health for reimbursement agreement.

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 23, 2024

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			9,530,930	
		<u>0</u>	<u>0</u>	<u>9,530,930</u>	<u>0</u>
Explanation:					
To budget payment to SSM Health for reimbursement agreement. Funding to come from fund balance.					



Finance Director
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

MEMORANDUM

TO: Memorial Hospital Authority, Honorable Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving the management representation letter to Grant Thornton LLP and accepting the draft final report for Sooner Town Center II, LLC for calendar years ending December 31, 2023 and 2022.

Attached for your review and approval is the management representation letter and financial statements for the entity leasing property associated with Sooner Town Center II, LLC.

Tiatia Cromar
Finance Director

July 23, 2024

Grant Thornton LLP
1415 Vantage Park Dr.
Suite 500
Charlotte, NC 28203



We are providing this letter in connection with your audits of the financial statements of Sooner Town Center II, LLC (the "Entity"), which comprise the balance sheets as of December 31, 2023 and December 31, 2022 and the related statements operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and whether the supplementary information is fairly presented, in all material respects, in relation to the financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation of the financial statements in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of July 23, 2024, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of all the Entity's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members

of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We have no knowledge of any business relationships, financial relationships, or other relationships that the Entity or its affiliates has with New Mountain Capital or its affiliates. We also acknowledge our responsibility for communicating to you all relationships, including business relationships, financial relationships, or other relationships, that the Entity or its affiliates are considering with New Mountain Capital or its affiliates. We have not identified any such relationships.

We understand that "business relationships" include (1) teaming arrangements, (2) alliances, (3) joint investments or joint ventures, and (4) vendor in the ordinary course arrangements. We also understand that "financial relationships" include (1) direct financial investments, (2) material, indirect financial investments, and (3) lending relationships.

8. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
9. The calculation of participation rent for the year ended December 31, 2023, as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents is prepared in compliance with the terms as defined in the Westside General Ground Lease (the Agreement). We have reviewed the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
10. The information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
11. Participation rent expense incurred totaled \$0 for the year ended December 31, 2023 and is properly recorded in the statement of operations.
12. Based on the Agreement with the City, the Entity is able to factor in a cash reserve to the Net Operating Income section of the Participation Rent Expense calculation. Per the agreement, both parties must agree to any cash reserve amounts. The Entity did not reserve a cash balance in 2023 related to the Participation Rent Expense calculation.
13. All events subsequent to the date of the financial statements through the date of this letter and for which US GAAP requires recognition or disclosure have been recognized or disclosed.



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

SOONER TOWN CENTER II, LLC

Robert C. Collett, Managing Member

John Cheek, Consultant to Collett as an agent for Sooner Town Center II, LLC

Katherine Fox

Katherine Fox, Chief Financial Officer of Collett as an agent for Sooner Town Center II, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Tim Lyon, General Manager

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Tim Lyon, General Manager

DRAFT

Financial Statements and Report of
Independent Certified Public
Accountants

Sooner Town Center II, LLC

December 31, 2023 and 2022

Contents

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GRANT THORNTON LLP

1415 Vantage Park Dr., Suite 500
Charlotte, NC 28203

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Members
Sooner Town Center II, LLC

Opinion

We have audited the financial statements of Sooner Town Center II, LLC (an Oklahoma limited liability company) (the "Company"), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is

not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

GRANT THORNTON LLP (signed manually)

Charlotte, North Carolina
July 23, 2024

Sooner Town Center II, LLC

BALANCE SHEETS

December 31,

	<u>2023</u>	<u>2022</u>
ASSETS		
Real property, at cost		
Buildings	\$ 6,867,756	\$ 6,867,756
Land improvements and signage	<u>1,772,745</u>	<u>1,772,745</u>
	8,640,501	8,640,501
Less: accumulated depreciation	<u>(3,145,756)</u>	<u>(2,917,282)</u>
Real property, net	5,494,745	5,723,219
Other assets		
Cash and cash equivalents	60,105	389,101
Accounts receivable	89,513	127,260
Deferred rents receivable	49,582	44,346
Deferred charges and other assets, net	117,661	71,268
Right-of-use asset	<u>565,477</u>	<u>574,086</u>
Total assets	<u>\$ 6,377,083</u>	<u>\$ 6,929,280</u>
LIABILITIES AND MEMBERS' DEFICIT		
Liabilities		
Notes payable (net of deferred loan costs of \$39,811 at December 31, 2023 and \$42,451 at December 31, 2022)	\$ 7,287,774	\$ 7,285,134
Accounts payable and accrued expenses	154,936	76,680
Unearned revenue	-	60,218
Lease liabilities	<u>790,467</u>	<u>782,943</u>
Total liabilities	8,233,177	8,204,975
Members' deficit	<u>(1,856,094)</u>	<u>(1,275,695)</u>
Total liabilities and members' deficit	<u>\$ 6,377,083</u>	<u>\$ 6,929,280</u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC

STATEMENTS OF OPERATIONS

Years ended December 31,

	<u>2023</u>	<u>2022</u>
Rental revenues	\$ 530,586	\$ 1,319,988
Operating expenses		
Common area maintenance	81,453	112,065
General and administrative expenses	329,738	313,107
Rent expense	65,605	135,100
Depreciation and amortization	<u>239,690</u>	<u>275,229</u>
Total operating expenses	<u>716,486</u>	<u>835,501</u>
Interest expense	<u>394,499</u>	<u>401,880</u>
NET (LOSS) INCOME	<u>\$ (580,399)</u>	<u>\$ 82,607</u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC

STATEMENTS OF CHANGES IN MEMBERS' DEFICIT

Years ended December 31, 2023 and 2022

Members' deficit, December 31, 2021	\$ (1,293,801)
Net income	82,607
Distributions	<u>(64,501)</u>
Members' deficit, December 31, 2022	(1,275,695)
Net loss	(580,399)
Distributions	<u>-</u>
Members' deficit, December 31, 2023	<u><u>\$ (1,856,094)</u></u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC
STATEMENTS OF CASH FLOWS
Years ended December 31,

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Net (loss) income	\$ (580,399)	\$ 82,607
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	228,474	228,393
Amortization	11,216	46,836
Amortization of right-of-use asset	8,609	9,237
Deferred rents receivable	(5,236)	(5,236)
Changes in operating assets and liabilities:		
Accounts receivable	37,747	(20,631)
Deferred charges and other assets	(54,969)	(671)
Accounts payable and accrued expenses	78,256	752
Unearned revenue	(60,218)	295
Lease liabilities	7,524	10,646
	<u>(328,996)</u>	<u>352,228</u>
Cash flows from financing activities:		
Repayments on note payable	-	(262,769)
Member distributions	-	(64,501)
	<u>-</u>	<u>(337,270)</u>
Net cash (used in) provided by operating activities	(328,996)	352,228
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(328,996)	24,958
Cash and cash equivalents, beginning of year	389,101	364,143
Cash and cash equivalents, end of year	\$ 60,105	\$ 389,101
Supplemental disclosures of cash flow information:		
Cash paid for interest	<u>\$ 392,337</u>	<u>\$ 406,093</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

NOTE 1 - SUMMARY OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES***Organization***

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a Ground Lease Agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement. The Project consists of 69,308 square feet of retail space and was completed in 2012.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2023 and 2022, the Company had two and three tenants, respectively. Each tenant comprised more than 10% of total base rental revenue for the years ended December 31, 2023 and 2022. Each tenant comprised more than 10% of accounts receivable as of December 31, 2023 and 2022, respectively.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Leases

In accordance with Accounting Standards Codification (ASC) 842, the Company recognizes a lease liability and right-of-use asset on the balance sheets for contracts that it determines are leases or contain a lease. The leases to which the Company is a lessee consist of ground leases for Project land. Right-of-use assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the present value of lease payments over the lease term. Lease payments are typically discounted at an incremental borrowing rate because the interest rate implicit in the lease cannot be readily determined. The discount rate was calculated as the current bond rate on a related party's line of credit which was approximately 7.29%. Lease right-of-use assets include initial direct costs incurred by the Company and are presented net of deferred rent and lease incentives. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise the options. The remaining lease term for the ground leases is 40 years. The participation rent component of the Company's ground lease is excluded from the ASC 842 guidance as the payments are variable and not based on a rate or index.

On the statements of cash flows, the recognition of right-of-use assets and lease liabilities at lease commencement is considered to be a non-cash investing and financing activity. The decrease in lease

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

liabilities is presented as part of changes in operating assets and liabilities to reconcile net income to net cash flows from operating activities.

The Company is also lessor in a number of retail shopping center leases. While the majority of these leases contain both lease and non-lease components, the Company has elected the practical expedient option and does not separate lease and non-lease components as the timing and pattern of transfer are essentially the same. These leases meet the criteria to be classified as operating leases. The accounting for these leases is further described in the Revenue Recognition footnote.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$149,552 and \$330,868 for the years ended December 31, 2023 and 2022, respectively, and are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$45,437 and \$46,120 as of December 31, 2023 and 2022, respectively, and are included in accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the deferred rents receivable unlikely to be received from that tenant would be charged to operations. The Company also earns percentage rent from a tenant based on a gross receipts calculation. This revenue is recognized in the period it is earned. Revenue relating to percentage rent totaled \$44,076 and \$47,436 as of December 31, 2023 and 2022, respectively.

Rental revenue recognized on a straight-line basis over rents due amounted to \$5,236 for the years ended December 31, 2023 and 2022.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue was \$0 and \$60,218 as of December 31, 2023 and 2022, respectively.

At December 31, 2023, two tenants occupying 19,308 square feet were operating under noncancelable leases providing for future minimum rents of \$1,710,229 with the latest expiration date of July 31, 2029.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2023, is as follows. Most leases have renewal options, which are not included below.

	<u>Amount</u>
2024	\$ 328,721
2025	337,884
2026	337,884
2027	337,884
2028	239,574
Thereafter	<u>128,282</u>
	<u>\$ 1,710,229</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

Accounts receivable are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Accounts receivable are written off based on individual credit evaluation and specific circumstances of the customer. Management concluded that all remaining accounts receivable as of December 31, 2023 and 2022 were realizable and did not record an allowance for expected credit losses.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years.

Depreciation on real property charged to operations was \$228,474 and \$228,393 for the years ended December 31, 2023 and 2022, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2023 and 2022.

Deferred Charges and Other Assets, net

Deferred charges consist of lease commissions and lease costs and are stated at cost net of accumulated amortization. At December 31, 2023 and 2022, total deferred charges capitalized were \$592,727 with accumulated amortization of \$542,580 and \$534,004, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commissions and lease costs amortization expense of \$8,576 and \$44,196 is included in depreciation and amortization in the accompanying statements of operations for both years ended December 31, 2023 and 2022.

Deferred charges and other assets also includes \$67,514 and \$12,545 of prepaid expenses at December 31, 2023 and 2022, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements. The Company files income tax returns in the U.S. federal jurisdiction and in the Oklahoma state jurisdiction. The Company is no longer subject to examination by taxing authorities for years before 2021, and it is not aware of any audits by any taxing authority.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

Recent Accounting Standards

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. Subsequently, in November 2018, the FASB issued ASU 2018-19, *Codification Improvements to Topic 326, Financial Instruments - Credit Losses*. ASU 2016-13 requires entities to measure all expected credit losses for most financial assets held at the reporting date based on an expected loss model which includes historical experience, current conditions, and reasonable and supportable forecasts. ASU 2016-13 also requires enhanced disclosures to help financial statement users better understand significant estimates and judgments used in estimating credit losses. The Company adopted this guidance on January 1, 2023. Adoption had no impact on the Company's financial statements and disclosures.

Use of Accounting Estimates

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (US GAAP), which require management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies and the results of operations for the years ended December 31, 2023 and 2022. While management has based their assumptions and estimates on the facts and circumstances known at December 31, 2023 and 2022, actual results may differ from those estimates.

NOTE 2 - NOTE PAYABLE

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Cumulative amounts borrowed as of December 31, 2023 and 2022 were \$7,327,585. The note is collateralized by a deed of trust on real property and assignment of rents. On February 10, 2017, the Company refinanced the note with First National Bank for the entire outstanding balance on that date. Under the amended terms, the interest rate is fixed at a rate equal to 3.50% per annum in excess of the Treasury Rate adjustable every five years. The entire unpaid balance of principal and accrued unpaid interest outstanding on the note will be due and payable on February 10, 2039. Subsequent to year end, First National Bank agreed to allow the Company to make interest-only mortgage payments through December 31, 2024. For the years ending December 31, 2023 and 2022, the interest rate was 5.44%.

The net deferred loan cost balance as of December 31, 2023 and 2022 of \$39,811 and \$42,451, respectively, is presented as a reduction of the related debt liabilities on the accompanying balance sheets.

Notes payable outstanding consisted of the following as of December 31:

	2023	2022
Principal balance	\$ 7,327,585	\$ 7,327,585
Less: Unamortized deferred loan costs	(39,811)	(42,451)
Notes payable less unamortized deferred loan costs	\$ 7,287,774	\$ 7,285,134

Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. The Company's loan costs total \$58,070 as of both December 31, 2023 and 2022, with accumulated amortization totaling \$18,259 and \$15,619 as of December 31, 2023 and 2022, respectively. Loan cost

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

amortization expense of \$2,640 is included in depreciation and amortization in the accompanying statements of operations for the years ended December 31, 2023 and 2022.

Interest incurred related to the above notes payable totaled \$394,499 and \$401,880 for the years ended December 31, 2023 and 2022, respectively.

Scheduled principal payments on the note payable are as follows:

	<u>Amount</u>
2024	\$ -
2025	304,764
2026	321,583
2027	339,330
2028	357,153
Thereafter	<u>6,004,755</u>
	<u>\$ 7,327,585</u>

NOTE 3 - LEASES

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date and every five years thereafter. Straight-line rental expense totaled \$65,604 for the years ended December 31, 2023 and 2022.

Maturities of lease liabilities by fiscal year as of December 31, 2023 are as follows:

	<u>Amount</u>
2024	\$ 49,500
2025	49,500
2026	49,500
2027	50,325
2028	54,450
Thereafter	<u>2,520,460</u>
Total lease payments	2,773,735
Less: imputed interest	<u>(1,983,268)</u>
Present value of lease liabilities	<u>\$ 790,467</u>

The Company also has a ground lease with the Midwest City Memorial Hospital Authority, an affiliated entity, which provides for participation rent equivalent to 50% of net operating income in excess of debt service, measured on a cumulative basis. Rent commenced on October 31, 2012 under this lease, which expires on October 31, 2062, with a five-year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent is \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease totaled \$0 and \$69,495 for the years ended December 31, 2023 and 2022, respectively.

NOTES TO FINANCIAL STATEMENTS - CONTINUED**December 31, 2023 and 2022****NOTE 4 - RELATED-PARTY TRANSACTIONS AND BALANCES**

Collett & Associates, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections for providing property management services. Such fees totaled \$24,323 and \$51,765 for the years ending December 31, 2023 and 2022, respectively, and are recorded as general and administrative expenses. The Company paid nominal amounts for various expense reimbursements to Collett, which are recorded as general and administrative expenses, for the years ended December 31, 2023 and 2022.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$4,500 and \$4,076 in fees to Cheek for the years ended December 31, 2023 and 2022, respectively, and are recorded as general and administrative expenses.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$25,098 and \$15,727 for the years ended December 31, 2023 and 2022, respectively, and are recorded in common area maintenance expenses.

NOTE 5 - SUBSEQUENT EVENTS

On June 25, 2024, the Company entered into an Ancillary Agreement (“Agreement”) with the City. The Agreement allows for cash transfers from STC to the Company, to cover any excess expenses over available cash required to maintain and operate the project. The agreement was effective May 1, 2024, and is in effect until December 31, 2025 unless extended by mutual agreement of all parties, in writing. The Agreement was necessitated by the fact that the former Dick’s Sporting Goods space remains vacant, resulting in expected cash flow deficits for the Company. The execution of this Agreement ensures the Company’s ability to continue as a going concern by providing for funding of these cash flow deficits. The Company is actively working to secure new tenant(s) for the space.

The Company has analyzed its operations subsequent to December 31, 2023 through July 23, 2024, the date the financial statements were available to be issued and determined there are no other items to disclose.

SUPPLEMENTARY INFORMATION

Sooner Town Center II, LLC

SCHEDULE I - NET OPERATING INCOME

Year ended December 31, 2023

Rental revenues per audited financial statements	\$ 530,586
Adjustments for cash basis	
Accounts receivable	37,747
Deferred rents receivable	(5,236)
Unearned rent	<u>(60,218)</u>
Gross operating revenue (cash basis)	<u>502,879</u>
Allowable expenses	
Total operating expenses	716,486
Adjustments for noncash expenses	
Depreciation and amortization	(239,690)
Other adjustments	
Participation rent expense, accrued or paid	<u>-</u>
Allowable expenses, net	<u>476,796</u>
Net operating income per Ground Lease Agreement (1)	<u><u>\$ 26,083</u></u>

- (1) The Ground Lease Agreement between the City and the Company defines Net Operating Income per the Redevelopment Agreement as the difference between Gross Operating Revenue and the actual Operating Expenses for the same period. The agreement specifically defines Gross Operating Revenue as all revenues derived from the project, determined in accordance with GAAP, computed on a cash basis, exclusive of subtenant security deposits and other refundable deposits and exclusive of proceeds derived from a sale, condemnation, financing, insurance settlement or other transaction that is capital in nature. Further, Operating Expenses are defined as those costs determined in accordance with GAAP, including all necessary and reasonable expenditures of any kind made with respect to the operations of the project typical of a Class A shopping center, without limitation, ad valorem taxes, insurance premiums, R&M expenses, management fees, leasing and advertising expenses, professional fees, wages and utility costs. Non-cash expenditures such as depreciation and amortization shall not be included in the computation of Operating Expenses. Operating Expenses shall include all project development costs incurred by the Company, that are not financed, in further developing and leasing available space within the Project including, without limitation, tenant upfitting costs, market rate brokerage commissions, tenant improvement allowances, building improvements and legal fees.

Sooner Town Center II, LLC
SCHEDULE II - DEBT SERVICE
Year ended December 31, 2023

Debt service:	
Interest expense per audited financial statements	\$ 394,499
Principal payments and loan costs	<u>-</u>
Total debt service (2)	<u>\$ 394,499</u>

(2) The Ground Lease Agreement defines Debt Service as the net principal paydown on all loans and accrued interest on all loans and all costs associated with obtaining the loans on the Project or any portion thereof for which a certificate of completion has been issued that are not and have not previously been accrued or paid as Operating Expenses.

Sooner Town Center II, LLC
SCHEDULE III - NET CASH FLOW
Year ended December 31, 2023

Net operating income per Ground Lease Agreement	\$	26,083
Less: debt service		<u>(394,499)</u>
Net cash flow, current year		(368,416)
Less: cash reserve		<u>-</u>
Net cash flow, after year		(368,416)
Participant rent factor		<u>0%</u>
Participant rent (minimum - of \$0) (3)	\$	<u><u>-</u></u>

- (3) For purposes of determining Participation Rent, the Ground Lease Agreement defines Net Cash Flow as Net Operating Income less Debt Service. Participation Rent shall be an amount equal to fifty percent (50%) of Net Cash Flow remaining after any additional cash reserve.

Sooner Town Center II, LLC

SCHEDULE IV - SUBTENANT RENTS

Year ended December 31, 2023

Tenant rents	<u>\$ 502,879</u>
Gross operating revenue (cash basis) (4)	<u><u>\$ 502,879</u></u>

(4) Refer to page 17 for the calculation of Gross operating revenue (subtenant rents) which is computed on the cash basis.



DISCUSSION ITEMS



TO : Chairman and Trustees of the Midwest City Municipal Authority

FROM : Brandon Bundy, P.E., Director

DATE : July 23, 2024

SUBJECT : Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Wynn Construction Co., Inc. for \$1,614,883 and 210 Calendar Days for the Mid-America Park Phase 1 Project, a 2018 GO Bond project. Trustees delegate the Chairman to sign and execute the contract.

Bids were received on July 2, 2024 for the above referenced project. Staff recommends award of the bid to Wynn Construction Co., which was the lowest and best bidder.

Staff recommends awarding the Base Bid totaling \$1,614,883. The contractor selected the contract length of 210 Calendar Days. The Add Alternate is not recommended at this time but is still a priority which can be built as funds allow.

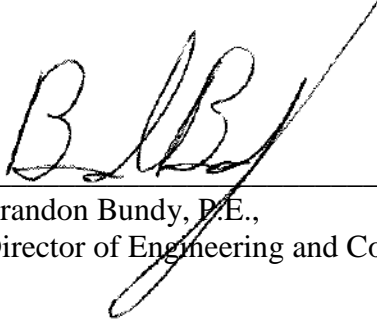
This project is the first phase of the 2018 GO Bond project to expand the existing Mid-America Park. This phase of construction will largely be located off Midwest Blvd across from Rolling Meadow Blvd. The new amenities being added include:

- Entrance with Parking Lot
- Pavilion
- Playground with pour in place surface. Equipment is being provided by another contract.
- Paved sidewalk connection to the existing multi-use Mid-America Trail
- Reconstruction of a portion of a sanitary sewer main.
- Disc golf practice area
- Landscaping, benches, trashcans, and other associated amenities and improvements

Attached are the bid tabulations for the three bids received.

Once the Trustees award the bid, staff will work with the contractor to obtain proper bonds and contract signatures; hence the reason for delegation for later Chairman signature as is our common practice.

Funding for this project is appropriated as project #1419G1 (Fund 270) and 901902 (Fund 425).

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and extends above and below the line.

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

Attachment

Mid-America Park Phase 1 Bidtab

#	Pay Item	Description	Unit	QTY	Engineer's Estimate		Lippert Bros., Inc		Rudy Construction Co.		Wynn Construction Co., Inc.	
					Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	SP1	PAVILION	LSUM	1	\$ 270,000.00	\$ 270,000.00	\$ 297,000.00	\$ 297,000.00	\$ 300,000.00	\$ 300,000.00	\$ 193,000.00	\$ 193,000.00
2	SP2	DECORATIVE BENCH	EA	7	\$ 1,200.00	\$ 8,400.00	\$ 2,300.00	\$ 16,100.00	\$ 3,000.00	\$ 21,000.00	\$ 2,900.00	\$ 20,300.00
3	SP3	TRASH RECEPTACLE	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 4,200.00	\$ 12,600.00	\$ 5,500.00	\$ 16,500.00	\$ 6,400.00	\$ 19,200.00
4	SP4	PICNIC TABLE	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 3,400.00	\$ 13,600.00	\$ 4,000.00	\$ 16,000.00	\$ 3,700.00	\$ 14,800.00
5	SP5	ADA ACCESSIBLE PICNIC TABLE	EA	2	\$ 3,400.00	\$ 6,800.00	\$ 3,200.00	\$ 6,400.00	\$ 4,000.00	\$ 8,000.00	\$ 3,500.00	\$ 7,000.00
6	SP6	DISC GOLF BASKET INSTALLATION	EA	1	\$ 500.00	\$ 500.00	\$ 1,215.00	\$ 1,215.00	\$ 1,000.00	\$ 1,000.00	\$ 630.00	\$ 630.00
7	SP7	TURF REINFORCEMENT (FLEXAMAT)	SY	106	\$ 90.00	\$ 9,540.00	\$ 115.00	\$ 12,190.00	\$ 60.00	\$ 6,360.00	\$ 105.00	\$ 11,130.00
8	SP8	WOOD FENCE	LF	35	\$ 80.00	\$ 2,800.00	\$ 187.00	\$ 6,545.00	\$ 100.00	\$ 3,500.00	\$ 220.00	\$ 7,700.00
9	328400	IRRIGATION	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 26,000.00	\$ 26,000.00	\$ 28,500.00	\$ 28,500.00	\$ 31,000.00	\$ 31,000.00
10	329000	CANOPY TREE	EA	16	\$ 1,500.00	\$ 24,000.00	\$ 825.00	\$ 13,200.00	\$ 850.00	\$ 13,600.00	\$ 1,000.00	\$ 16,000.00
11	329000	ORNAMENTAL TREE	EA	14	\$ 900.00	\$ 12,600.00	\$ 825.00	\$ 11,550.00	\$ 850.00	\$ 11,900.00	\$ 1,000.00	\$ 14,000.00
12	329000	PLANTING	LSUM	1	\$ 7,600.00	\$ 7,600.00	\$ 10,150.00	\$ 10,150.00	\$ 10,500.00	\$ 10,500.00	\$ 12,000.00	\$ 12,000.00
13	SP9	CLEARING AND GRUBBING	LSUM	1	\$ 24,000.00	\$ 24,000.00	\$ 56,000.00	\$ 56,000.00	\$ 35,000.00	\$ 35,000.00	\$ 42,000.00	\$ 42,000.00
14	SP10	UNCLASSIFIED EXCAVATION	CY	100	\$ 28.00	\$ 2,800.00	\$ 33.00	\$ 3,300.00	\$ 40.00	\$ 4,000.00	\$ 65.00	\$ 6,500.00
15	SP11	UNCLASSIFIED BORROW	CY	100	\$ 26.00	\$ 2,600.00	\$ 54.00	\$ 5,400.00	\$ 50.00	\$ 5,000.00	\$ 95.00	\$ 9,500.00
16	SP12	EARTHWORK	LSUM	1	\$ 72,000.00	\$ 72,000.00	\$ 43,000.00	\$ 43,000.00	\$ 220,000.00	\$ 220,000.00	\$ 120,000.00	\$ 120,000.00
17	SP13	TEMPORARY SILT FENCE	LF	500	\$ 3.00	\$ 1,500.00	\$ 3.25	\$ 1,625.00	\$ 4.00	\$ 2,000.00	\$ 5.00	\$ 2,500.00
18	SP14	TEMPORARY FIBER LOG	LF	20	\$ 7.00	\$ 140.00	\$ 7.00	\$ 140.00	\$ 15.00	\$ 300.00	\$ 31.00	\$ 620.00
19	329200	SOLID SLAB SODDING	SY	8622	\$ 5.50	\$ 47,421.00	\$ 6.00	\$ 51,732.00	\$ 5.75	\$ 49,576.50	\$ 8.50	\$ 73,287.00
20	SP15	STABILIZED CONSTRUCTION EXIT	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,400.00	\$ 5,400.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
21	SP16	AGGREGATE BASE - TYPE E	CY	80	\$ 75.00	\$ 6,000.00	\$ 98.00	\$ 7,840.00	\$ 115.00	\$ 9,200.00	\$ 130.00	\$ 10,400.00
22	SP17	AGGREGATE BASE - TYPE A	CY	517	\$ 80.00	\$ 41,360.00	\$ 103.00	\$ 53,251.00	\$ 115.00	\$ 59,455.00	\$ 93.00	\$ 48,081.00
23	SP18	SEPARATOR FABRIC	SY	500	\$ 6.00	\$ 3,000.00	\$ 6.06	\$ 3,030.00	\$ 3.00	\$ 1,500.00	\$ 5.00	\$ 2,500.00
24	SP19	GEOGRID REINFORCEMENT	SY	500	\$ 9.00	\$ 4,500.00	\$ 17.50	\$ 8,750.00	\$ 6.00	\$ 3,000.00	\$ 8.00	\$ 4,000.00
25	SP20	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	3102	\$ 65.00	\$ 201,630.00	\$ 27.00	\$ 83,754.00	\$ 40.00	\$ 124,080.00	\$ 45.00	\$ 139,590.00
26	SP21	P.C. CONCRETE FOR PAVEMENT	CY	776	\$ 135.00	\$ 104,760.00	\$ 229.00	\$ 177,704.00	\$ 230.00	\$ 178,480.00	\$ 275.00	\$ 213,400.00
27	SP22	CONCRETE HEADER CURB (9" x 18")	LF	322	\$ 28.00	\$ 9,016.00	\$ 33.00	\$ 10,626.00	\$ 60.00	\$ 19,320.00	\$ 50.00	\$ 16,100.00
28	SP23	INTEGRAL CURB	LF	1254	\$ 24.00	\$ 30,096.00	\$ 21.50	\$ 26,961.00	\$ 12.00	\$ 15,048.00	\$ 20.00	\$ 25,080.00
29	SP24	5" CONCRETE SIDEWALK	SY	1239	\$ 100.00	\$ 123,900.00	\$ 98.00	\$ 121,422.00	\$ 100.00	\$ 123,900.00	\$ 75.00	\$ 92,925.00
30	SP25	6" CONCRETE SIDEWALK	SY	547	\$ 105.00	\$ 57,435.00	\$ 120.00	\$ 65,640.00	\$ 95.00	\$ 51,965.00	\$ 85.00	\$ 46,495.00
31	SP26	MANHOLE (4' DIA.)	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 9,500.00	\$ 9,500.00
32	SP27	ADD'L DEPTH IN MANHOLE (4' DIA.)	VF	8.7	\$ 460.00	\$ 4,002.00	\$ 430.00	\$ 3,741.00	\$ 600.00	\$ 5,220.00	\$ 350.00	\$ 3,045.00
33	SP28	CONNECT TO EXISTING MANHOLE	EA	1	\$ 3,097.79	\$ 3,097.79	\$ 4,300.00	\$ 4,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,100.00	\$ 3,100.00
34	SP29	4" PERFORATED PIPE UNDERDRAIN ROUND	LF	228	\$ 18.00	\$ 4,104.00	\$ 27.00	\$ 6,156.00	\$ 25.00	\$ 5,700.00	\$ 74.00	\$ 16,872.00
35	SP30	4" NON-PERF. PIPE UNDERDRAIN RND.	LF	129	\$ 16.00	\$ 2,064.00	\$ 27.00	\$ 3,483.00	\$ 25.00	\$ 3,225.00	\$ 54.00	\$ 6,966.00
36	SP31	OUTLET LATERAL HEADWALL	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,625.00	\$ 1,625.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
37	SP32	STANDARD BEDDING MATERIAL, CLASS B	CY	65	\$ 77.50	\$ 5,037.50	\$ 54.00	\$ 3,510.00	\$ 155.00	\$ 10,075.00	\$ 425.00	\$ 27,625.00
38	SP33	TRENCH EXCAVATION	CY	410	\$ 27.85	\$ 11,418.50	\$ 65.00	\$ 26,650.00	\$ 60.00	\$ 24,600.00	\$ 45.00	\$ 18,450.00
39	SP34	18" POLYVINYL CHLORIDE (PVC) (DR 35) PIPE	LF	278	\$ 73.15	\$ 20,335.70	\$ 47.00	\$ 13,066.00	\$ 375.00	\$ 104,250.00	\$ 125.00	\$ 34,750.00
40	SP35	SANITARY SEWER SERVICE CONNECTION	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,800.00	\$ 3,800.00	\$ 1,450.00	\$ 1,450.00	\$ 14,000.00	\$ 14,000.00
41	SP36	SANITARY SEWER SERVICE LINE	LF	45	\$ 35.00	\$ 1,575.00	\$ 215.00	\$ 9,675.00	\$ 32.00	\$ 1,440.00	\$ 86.00	\$ 3,870.00
42	SP37	1" POLYVINYL CHLORIDE (PVC) PIPE (TRENCHED)	LF	197	\$ 40.00	\$ 7,880.00	\$ 38.00	\$ 7,486.00	\$ 16.00	\$ 3,152.00	\$ 50.00	\$ 9,850.00
43	SP38	1" POLYVINYL CHLORIDE (PVC) PIPE (BORED)	LF	70	\$ 80.00	\$ 5,600.00	\$ 76.00	\$ 5,320.00	\$ 67.00	\$ 4,690.00	\$ 125.00	\$ 8,750.00
44	SP39	WATER METER	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,700.00	\$ 2,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,400.00	\$ 1,400.00
45	SP40	SERVICE CONNECTION	EA	1	\$ 1,758.33	\$ 1,758.33	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00	\$ 640.00	\$ 640.00
46	SP41	12" TAPPING SADDLE	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 860.00	\$ 860.00	\$ 1,800.00	\$ 1,800.00	\$ 430.00	\$ 430.00
47	SP42	1" TAPPING VALVE	EA	1	\$ 95.00	\$ 95.00	\$ 540.00	\$ 540.00	\$ 1,100.00	\$ 1,100.00	\$ 640.00	\$ 640.00
48	SP43	REMOVAL OF CONCRETE SIDEWALK	SY	58	\$ 12.00	\$ 696.00	\$ 21.00	\$ 1,218.00	\$ 20.00	\$ 1,160.00	\$ 24.00	\$ 1,392.00
49	SP44	REMOVAL OF CURB AND GUTTER	LF	86	\$ 14.00	\$ 1,204.00	\$ 9.50	\$ 817.00	\$ 20.00	\$ 1,720.00	\$ 11.00	\$ 946.00
50	SP45	REMOVAL OF MANHOLES	EA	1	\$ 1,000.95	\$ 1,000.95	\$ 8,600.00	\$ 8,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
51	SP46	REMOVAL OF EXISTING PIPE	LF	278	\$ 14.87	\$ 4,133.86	\$ 31.00	\$ 8,618.00	\$ 17.00	\$ 4,726.00	\$ 48.00	\$ 13,344.00
52	SP47	STAKING	LSUM	1	\$ 8,500.00	\$ 8,500.00	\$ 14,500.00	\$ 14,500.00	\$ 25,000.00	\$ 25,000.00	\$ 13,000.00	\$ 13,000.00
53	SP48	ELECTRICAL SERVICE	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 16,700.00	\$ 16,700.00	\$ 8,100.00	\$ 8,100.00	\$ 27,000.00	\$ 27,000.00
54	SP49	(PL) ELECTRICAL RECEPTACLE (20A)	EA	3	\$ 500.00	\$ 1,500.00	\$ 800.00	\$ 2,400.00	\$ 275.00	\$ 825.00	\$ 420.00	\$ 1,260.00
55	SP50	1" SCHEDULE 40 PVC CONDUIT (TRENCHED)	LF	374	\$ 16.00	\$ 5,984.00	\$ 15.00	\$ 5,610.00	\$ 20.00	\$ 7,480.00	\$ 16.00	\$ 5,984.00
56	SP51	2" SCHEDULE 40 PVC CONDUIT (TRENCHED)	LF	1594	\$ 18.00	\$ 28,692.00	\$ 24.00	\$ 38,256.00	\$ 17.50	\$ 27,895.00	\$ 17.00	\$ 27,098.00
57	SP52	3" SCHEDULE 40 PVC CONDUIT (TRENCHED)	LF	330	\$ 28.00	\$ 9,240.00	\$ 29.00	\$ 9,570.00	\$ 38.00	\$ 12,540.00	\$ 22.00	\$ 7,260.00
58	SP53	STRUCTURAL CONCRETE	CY	5	\$ 1,200.00	\$ 6,000.00	\$ 3,655.00	\$ 18,275.00	\$ 1,500.00	\$ 7,500.00	\$ 4,700.00	\$ 23,500.00
59	SP54	PULL BOX	EA	14	\$ 1,300.00	\$ 18,200.00	\$ 1,612.00	\$ 22,568.00	\$ 1,850.00	\$ 25,900.00	\$ 1,100.00	\$ 15,400.00
60	SP55	CAMERA POLE	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,225.00	\$ 6,450.00	\$ 5,500.00	\$ 11,000.00	\$ 8,200.00	\$ 16,400.00
61	SP56	SHEET ALUMINUM SIGNS	SF	7	\$ 25.00	\$ 175.00	\$ 32.00	\$ 224.00	\$ 50.00	\$ 350.00	\$ 250.00	\$ 1,750.00
62	SP57	2" @ 3.65 GALV. STEEL PIPE POST	LF	56	\$ 15.00	\$ 840.00	\$ 21.00	\$ 1,176.00	\$ 30.00	\$ 1,680.00	\$ 20.00	\$ 1,120.00
63	SP58	TRAFFIC STRIPE (MULTI-POLY) (4" WIDE)	LF	1493	\$ 6.00	\$ 8,958.00	\$ 1.00	\$ 1,493.00	\$ 3.50	\$ 5,225.50	\$ 3.00	\$ 4,479.00
64	SP59	TRAFFIC STRIPE (MULTI-POLY) (24" WIDE)	LF	48	\$ 24.00	\$ 1,152.00	\$ 17.50	\$ 840.00	\$ 18.00	\$ 864.00	\$ 63.00	\$ 3,024.00
65	SP60	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,300.00	\$ 4,300.00	\$ 20,000.00	\$ 20,000.00	\$ 12,800.00	\$ 12,800.00
66	SP61	MOBILIZATION	LSUM	1	\$ 92,626.02	\$ 92,626.02	\$ 465,000.00	\$ 465,000.00	\$ 90,000.00	\$ 90,000.00	\$ 70,000.00	\$ 70,000.00
Base Bid Subtotal						\$ 1,416,067.65		\$ 1,889,352.00		\$ 1,782,352.00		\$ 1,614,883.00
67	SP6	DISC GOLF BASKET INSTALLATION	CY	40	\$ 500.00	\$ 20,000.00	\$ 370.00	\$ 14,800.00	\$ 500.00	\$ 20,000.00	\$ 565.00	\$ 22,600.00
68	SP62	DISC GOLF SIGN	SY	1	\$ 3,500.00	\$ 3,500.00	\$ 8,600.00	\$ 8,600.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
69	SP63	DISC GOLF FOOTBRIDGE	SY	2	\$ 3,000.00	\$ 6,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,700.00	\$ 9,400.00
70	311000	SELECTIVE CLEARING	LF	1	\$ 75,000.00	\$ 75,000.00	\$ 315,000.00	\$ 315,000.00	\$ 220,000.00	\$ 220,000.00	\$ 955,000.00	\$ 955,000.00
71	SP15	AGGREGATE BASE - TYPE E	SY	7	\$ 75.00	\$ 525.00	\$ 99.00	\$ 693.00	\$ 200.00	\$ 1,400.00	\$ 1,400.00	\$ 9,800.00
72	SP64	4" CONCRETE SIDEWALK	SY	134	\$ 100.00	\$ 13,400.00	\$ 88.00	\$ 11,792.00	\$ 150.00	\$ 20,100.00	\$ 380.00	\$ 50,920.00
Alterna						\$ 118,425.00		\$ 357,885.00		\$ 279,000.00		\$ 1,054,220.00
Total w Alt						\$ 1,534,492.65		\$ 2,247,237.00		\$ 2,061,352.00		\$ 2,669,103.00



NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

July 23, 2024 – 6:03 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.
1. Discussion, consideration, or possible action to approve the June 25, 2024 special meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Economic Development Authority Fund, revenue/Transfers In (00) \$25,000; expenditures/Economic Development Authority (95) \$25,000. (Finance - T. Cromar)
 3. Discussion, consideration and possible action of approving the management representation letter to Grant Thornton LLP and accepting the final draft report for Sooner Town Center II, LLC for calendar years ending December 31, 2023 and 2022. (Finance - T. Cromar)
 4. Discussion, consideration and possible action of approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances in the amount of \$1,055,338 at the close of day June 30, 2024 to be made available for fiscal year 2024-2025; and amending the budget for fiscal year 2024-2025 to include the released appropriations from the fiscal year 2023-2024 budgets as supplemental appropriations; and effective July 1, 2024, renewing encumbrance commitments canceled at the close of day June 30, 2024. (Finance - T. Cromar)
- C. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. **ADJOURNMENT.**

Notice for the 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

June 25, 2024

This **special meeting** was held in Midwest City Council 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 06:29 PM with following members present:

	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne		Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustees Susan Eads and Sara Bana

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Absent: Ead and Bana. Motion Carried.

1. Discussion, consideration, or possible action to approve the June 11, 2024 special meeting minutes.
2. Discussion, consideration, and possible action of approving the First Amendment to renew the contract with Johnson & Associates to develop plans for the NE 23rd St sewer extension for budget year FY 24/25.
3. Discussion, consideration, and possible action approving 1) the First Amendment with LMRK Engineering, LLC; and 2) the Third Amendment with Plummer Associates, Inc, to renew the contracts for FY 24/25.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:30 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



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

TO: Honorable Chairman and Trustees
Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Economic Development Authority Fund, revenue/Transfers In (00) \$25,000; expenditures/Economic Development Authority (95) \$25,000.

The supplement is needed to budget transfer in from Hospital Authority Fund to pay Placer AI contract.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 23, 2024

Fund ECONOMIC DEVELOPMENT AUTHORITY (353)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	25,000			
95	EDA			25,000	
		25,000	0	25,000	0

Explanation:
To budget transfer in from Hospital Authority Fund to pay Placer AI contract.



Finance Director
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

MEMORANDUM

TO: Memorial Hospital Authority, Honorable Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving the management representation letter to Grant Thornton LLP and accepting the draft final report for Sooner Town Center II, LLC for calendar years ending December 31, 2023 and 2022.

Attached for your review and approval is the management representation letter and financial statements for the entity leasing property associated with Sooner Town Center II, LLC.

Tiatia Cromar
Finance Director

July 23, 2024

Grant Thornton LLP
1415 Vantage Park Dr.
Suite 500
Charlotte, NC 28203



We are providing this letter in connection with your audits of the financial statements of Sooner Town Center II, LLC (the "Entity"), which comprise the balance sheets as of December 31, 2023 and December 31, 2022 and the related statements operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and whether the supplementary information is fairly presented, in all material respects, in relation to the financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation of the financial statements in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of July 23, 2024, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of all the Entity's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members

of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We have no knowledge of any business relationships, financial relationships, or other relationships that the Entity or its affiliates has with New Mountain Capital or its affiliates. We also acknowledge our responsibility for communicating to you all relationships, including business relationships, financial relationships, or other relationships, that the Entity or its affiliates are considering with New Mountain Capital or its affiliates. We have not identified any such relationships.

We understand that "business relationships" include (1) teaming arrangements, (2) alliances, (3) joint investments or joint ventures, and (4) vendor in the ordinary course arrangements. We also understand that "financial relationships" include (1) direct financial investments, (2) material, indirect financial investments, and (3) lending relationships.

8. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
9. The calculation of participation rent for the year ended December 31, 2023, as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents is prepared in compliance with the terms as defined in the Westside General Ground Lease (the Agreement). We have reviewed the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
10. The information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
11. Participation rent expense incurred totaled \$0 for the year ended December 31, 2023 and is properly recorded in the statement of operations.
12. Based on the Agreement with the City, the Entity is able to factor in a cash reserve to the Net Operating Income section of the Participation Rent Expense calculation. Per the agreement, both parties must agree to any cash reserve amounts. The Entity did not reserve a cash balance in 2023 related to the Participation Rent Expense calculation.
13. All events subsequent to the date of the financial statements through the date of this letter and for which US GAAP requires recognition or disclosure have been recognized or disclosed.



100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1245

SOONER TOWN CENTER II, LLC

Robert C. Collett, Managing Member

John Cheek, Consultant to Collett as an agent for Sooner Town Center II, LLC

Katherine Fox

Katherine Fox, Chief Financial Officer of Collett as an agent for Sooner Town Center II, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Tim Lyon, General Manager

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Tim Lyon, General Manager

DRAFT

Financial Statements and Report of
Independent Certified Public
Accountants

Sooner Town Center II, LLC

December 31, 2023 and 2022

Contents

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GRANT THORNTON LLP1415 Vantage Park Dr., Suite 500
Charlotte, NC 28203**D** +1 704 632 3500**F** +1 704 334 7701**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**Members
Sooner Town Center II, LLC**Opinion**

We have audited the financial statements of Sooner Town Center II, LLC (an Oklahoma limited liability company) (the "Company"), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is

not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

GRANT THORNTON LLP (signed manually)

Charlotte, North Carolina
July 23, 2024

Sooner Town Center II, LLC

BALANCE SHEETS

December 31,

	<u>2023</u>	<u>2022</u>
ASSETS		
Real property, at cost		
Buildings	\$ 6,867,756	\$ 6,867,756
Land improvements and signage	<u>1,772,745</u>	<u>1,772,745</u>
	8,640,501	8,640,501
Less: accumulated depreciation	<u>(3,145,756)</u>	<u>(2,917,282)</u>
Real property, net	5,494,745	5,723,219
Other assets		
Cash and cash equivalents	60,105	389,101
Accounts receivable	89,513	127,260
Deferred rents receivable	49,582	44,346
Deferred charges and other assets, net	117,661	71,268
Right-of-use asset	<u>565,477</u>	<u>574,086</u>
Total assets	<u>\$ 6,377,083</u>	<u>\$ 6,929,280</u>
LIABILITIES AND MEMBERS' DEFICIT		
Liabilities		
Notes payable (net of deferred loan costs of \$39,811 at December 31, 2023 and \$42,451 at December 31, 2022)	\$ 7,287,774	\$ 7,285,134
Accounts payable and accrued expenses	154,936	76,680
Unearned revenue	-	60,218
Lease liabilities	<u>790,467</u>	<u>782,943</u>
Total liabilities	8,233,177	8,204,975
Members' deficit	<u>(1,856,094)</u>	<u>(1,275,695)</u>
Total liabilities and members' deficit	<u>\$ 6,377,083</u>	<u>\$ 6,929,280</u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC

STATEMENTS OF OPERATIONS

Years ended December 31,

	<u>2023</u>	<u>2022</u>
Rental revenues	\$ 530,586	\$ 1,319,988
Operating expenses		
Common area maintenance	81,453	112,065
General and administrative expenses	329,738	313,107
Rent expense	65,605	135,100
Depreciation and amortization	<u>239,690</u>	<u>275,229</u>
Total operating expenses	<u>716,486</u>	<u>835,501</u>
Interest expense	<u>394,499</u>	<u>401,880</u>
NET (LOSS) INCOME	<u><u>\$ (580,399)</u></u>	<u><u>\$ 82,607</u></u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC

STATEMENTS OF CHANGES IN MEMBERS' DEFICIT

Years ended December 31, 2023 and 2022

Members' deficit, December 31, 2021	\$ (1,293,801)
Net income	82,607
Distributions	<u>(64,501)</u>
Members' deficit, December 31, 2022	(1,275,695)
Net loss	(580,399)
Distributions	<u>-</u>
Members' deficit, December 31, 2023	<u><u>\$ (1,856,094)</u></u>

The accompanying notes are an integral part of these financial statements.

Sooner Town Center II, LLC
STATEMENTS OF CASH FLOWS
Years ended December 31,

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Net (loss) income	\$ (580,399)	\$ 82,607
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	228,474	228,393
Amortization	11,216	46,836
Amortization of right-of-use asset	8,609	9,237
Deferred rents receivable	(5,236)	(5,236)
Changes in operating assets and liabilities:		
Accounts receivable	37,747	(20,631)
Deferred charges and other assets	(54,969)	(671)
Accounts payable and accrued expenses	78,256	752
Unearned revenue	(60,218)	295
Lease liabilities	7,524	10,646
	<u>(328,996)</u>	<u>352,228</u>
Cash flows from financing activities:		
Repayments on note payable	-	(262,769)
Member distributions	-	(64,501)
	<u>-</u>	<u>(337,270)</u>
Net cash (used in) provided by operating activities	(328,996)	352,228
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(328,996)	24,958
Cash and cash equivalents, beginning of year	389,101	364,143
Cash and cash equivalents, end of year	\$ 60,105	\$ 389,101
Supplemental disclosures of cash flow information:		
Cash paid for interest	<u>\$ 392,337</u>	<u>\$ 406,093</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

NOTE 1 - SUMMARY OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES***Organization***

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a Ground Lease Agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement. The Project consists of 69,308 square feet of retail space and was completed in 2012.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2023 and 2022, the Company had two and three tenants, respectively. Each tenant comprised more than 10% of total base rental revenue for the years ended December 31, 2023 and 2022. Each tenant comprised more than 10% of accounts receivable as of December 31, 2023 and 2022, respectively.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Leases

In accordance with Accounting Standards Codification (ASC) 842, the Company recognizes a lease liability and right-of-use asset on the balance sheets for contracts that it determines are leases or contain a lease. The leases to which the Company is a lessee consist of ground leases for Project land. Right-of-use assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the present value of lease payments over the lease term. Lease payments are typically discounted at an incremental borrowing rate because the interest rate implicit in the lease cannot be readily determined. The discount rate was calculated as the current bond rate on a related party's line of credit which was approximately 7.29%. Lease right-of-use assets include initial direct costs incurred by the Company and are presented net of deferred rent and lease incentives. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise the options. The remaining lease term for the ground leases is 40 years. The participation rent component of the Company's ground lease is excluded from the ASC 842 guidance as the payments are variable and not based on a rate or index.

On the statements of cash flows, the recognition of right-of-use assets and lease liabilities at lease commencement is considered to be a non-cash investing and financing activity. The decrease in lease

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

liabilities is presented as part of changes in operating assets and liabilities to reconcile net income to net cash flows from operating activities.

The Company is also lessor in a number of retail shopping center leases. While the majority of these leases contain both lease and non-lease components, the Company has elected the practical expedient option and does not separate lease and non-lease components as the timing and pattern of transfer are essentially the same. These leases meet the criteria to be classified as operating leases. The accounting for these leases is further described in the Revenue Recognition footnote.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$149,552 and \$330,868 for the years ended December 31, 2023 and 2022, respectively, and are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$45,437 and \$46,120 as of December 31, 2023 and 2022, respectively, and are included in accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the deferred rents receivable unlikely to be received from that tenant would be charged to operations. The Company also earns percentage rent from a tenant based on a gross receipts calculation. This revenue is recognized in the period it is earned. Revenue relating to percentage rent totaled \$44,076 and \$47,436 as of December 31, 2023 and 2022, respectively.

Rental revenue recognized on a straight-line basis over rents due amounted to \$5,236 for the years ended December 31, 2023 and 2022.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue was \$0 and \$60,218 as of December 31, 2023 and 2022, respectively.

At December 31, 2023, two tenants occupying 19,308 square feet were operating under noncancelable leases providing for future minimum rents of \$1,710,229 with the latest expiration date of July 31, 2029.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2023, is as follows. Most leases have renewal options, which are not included below.

	<u>Amount</u>
2024	\$ 328,721
2025	337,884
2026	337,884
2027	337,884
2028	239,574
Thereafter	<u>128,282</u>
	<u>\$ 1,710,229</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

Accounts receivable are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Accounts receivable are written off based on individual credit evaluation and specific circumstances of the customer. Management concluded that all remaining accounts receivable as of December 31, 2023 and 2022 were realizable and did not record an allowance for expected credit losses.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years.

Depreciation on real property charged to operations was \$228,474 and \$228,393 for the years ended December 31, 2023 and 2022, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2023 and 2022.

Deferred Charges and Other Assets, net

Deferred charges consist of lease commissions and lease costs and are stated at cost net of accumulated amortization. At December 31, 2023 and 2022, total deferred charges capitalized were \$592,727 with accumulated amortization of \$542,580 and \$534,004, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commissions and lease costs amortization expense of \$8,576 and \$44,196 is included in depreciation and amortization in the accompanying statements of operations for both years ended December 31, 2023 and 2022.

Deferred charges and other assets also includes \$67,514 and \$12,545 of prepaid expenses at December 31, 2023 and 2022, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements. The Company files income tax returns in the U.S. federal jurisdiction and in the Oklahoma state jurisdiction. The Company is no longer subject to examination by taxing authorities for years before 2021, and it is not aware of any audits by any taxing authority.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

Recent Accounting Standards

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. Subsequently, in November 2018, the FASB issued ASU 2018-19, *Codification Improvements to Topic 326, Financial Instruments - Credit Losses*. ASU 2016-13 requires entities to measure all expected credit losses for most financial assets held at the reporting date based on an expected loss model which includes historical experience, current conditions, and reasonable and supportable forecasts. ASU 2016-13 also requires enhanced disclosures to help financial statement users better understand significant estimates and judgments used in estimating credit losses. The Company adopted this guidance on January 1, 2023. Adoption had no impact on the Company's financial statements and disclosures.

Use of Accounting Estimates

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (US GAAP), which require management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingencies and the results of operations for the years ended December 31, 2023 and 2022. While management has based their assumptions and estimates on the facts and circumstances known at December 31, 2023 and 2022, actual results may differ from those estimates.

NOTE 2 - NOTE PAYABLE

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Cumulative amounts borrowed as of December 31, 2023 and 2022 were \$7,327,585. The note is collateralized by a deed of trust on real property and assignment of rents. On February 10, 2017, the Company refinanced the note with First National Bank for the entire outstanding balance on that date. Under the amended terms, the interest rate is fixed at a rate equal to 3.50% per annum in excess of the Treasury Rate adjustable every five years. The entire unpaid balance of principal and accrued unpaid interest outstanding on the note will be due and payable on February 10, 2039. Subsequent to year end, First National Bank agreed to allow the Company to make interest-only mortgage payments through December 31, 2024. For the years ending December 31, 2023 and 2022, the interest rate was 5.44%.

The net deferred loan cost balance as of December 31, 2023 and 2022 of \$39,811 and \$42,451, respectively, is presented as a reduction of the related debt liabilities on the accompanying balance sheets.

Notes payable outstanding consisted of the following as of December 31:

	2023	2022
Principal balance	\$ 7,327,585	\$ 7,327,585
Less: Unamortized deferred loan costs	(39,811)	(42,451)
Notes payable less unamortized deferred loan costs	\$ 7,287,774	\$ 7,285,134

Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. The Company's loan costs total \$58,070 as of both December 31, 2023 and 2022, with accumulated amortization totaling \$18,259 and \$15,619 as of December 31, 2023 and 2022, respectively. Loan cost

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

amortization expense of \$2,640 is included in depreciation and amortization in the accompanying statements of operations for the years ended December 31, 2023 and 2022.

Interest incurred related to the above notes payable totaled \$394,499 and \$401,880 for the years ended December 31, 2023 and 2022, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
2024	\$ -
2025	304,764
2026	321,583
2027	339,330
2028	357,153
Thereafter	<u>6,004,755</u>
	<u>\$ 7,327,585</u>

NOTE 3 - LEASES

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date and every five years thereafter. Straight-line rental expense totaled \$65,604 for the years ended December 31, 2023 and 2022.

Maturities of lease liabilities by fiscal year as of December 31, 2023 are as follows:

	Amount
2024	\$ 49,500
2025	49,500
2026	49,500
2027	50,325
2028	54,450
Thereafter	<u>2,520,460</u>
Total lease payments	2,773,735
Less: imputed interest	<u>(1,983,268)</u>
Present value of lease liabilities	<u>\$ 790,467</u>

The Company also has a ground lease with the Midwest City Memorial Hospital Authority, an affiliated entity, which provides for participation rent equivalent to 50% of net operating income in excess of debt service, measured on a cumulative basis. Rent commenced on October 31, 2012 under this lease, which expires on October 31, 2062, with a five-year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent is \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease totaled \$0 and \$69,495 for the years ended December 31, 2023 and 2022, respectively.

NOTES TO FINANCIAL STATEMENTS - CONTINUED**December 31, 2023 and 2022****NOTE 4 - RELATED-PARTY TRANSACTIONS AND BALANCES**

Collett & Associates, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections for providing property management services. Such fees totaled \$24,323 and \$51,765 for the years ending December 31, 2023 and 2022, respectively, and are recorded as general and administrative expenses. The Company paid nominal amounts for various expense reimbursements to Collett, which are recorded as general and administrative expenses, for the years ended December 31, 2023 and 2022.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$4,500 and \$4,076 in fees to Cheek for the years ended December 31, 2023 and 2022, respectively, and are recorded as general and administrative expenses.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$25,098 and \$15,727 for the years ended December 31, 2023 and 2022, respectively, and are recorded in common area maintenance expenses.

NOTE 5 - SUBSEQUENT EVENTS

On June 25, 2024, the Company entered into an Ancillary Agreement (“Agreement”) with the City. The Agreement allows for cash transfers from STC to the Company, to cover any excess expenses over available cash required to maintain and operate the project. The agreement was effective May 1, 2024, and is in effect until December 31, 2025 unless extended by mutual agreement of all parties, in writing. The Agreement was necessitated by the fact that the former Dick’s Sporting Goods space remains vacant, resulting in expected cash flow deficits for the Company. The execution of this Agreement ensures the Company’s ability to continue as a going concern by providing for funding of these cash flow deficits. The Company is actively working to secure new tenant(s) for the space.

The Company has analyzed its operations subsequent to December 31, 2023 through July 23, 2024, the date the financial statements were available to be issued and determined there are no other items to disclose.

SUPPLEMENTARY INFORMATION

Sooner Town Center II, LLC

SCHEDULE I - NET OPERATING INCOME

Year ended December 31, 2023

Rental revenues per audited financial statements	\$ 530,586
Adjustments for cash basis	
Accounts receivable	37,747
Deferred rents receivable	(5,236)
Unearned rent	<u>(60,218)</u>
Gross operating revenue (cash basis)	<u>502,879</u>
Allowable expenses	
Total operating expenses	716,486
Adjustments for noncash expenses	
Depreciation and amortization	(239,690)
Other adjustments	
Participation rent expense, accrued or paid	<u>-</u>
Allowable expenses, net	<u>476,796</u>
Net operating income per Ground Lease Agreement (1)	<u>\$ 26,083</u>

- (1) The Ground Lease Agreement between the City and the Company defines Net Operating Income per the Redevelopment Agreement as the difference between Gross Operating Revenue and the actual Operating Expenses for the same period. The agreement specifically defines Gross Operating Revenue as all revenues derived from the project, determined in accordance with GAAP, computed on a cash basis, exclusive of subtenant security deposits and other refundable deposits and exclusive of proceeds derived from a sale, condemnation, financing, insurance settlement or other transaction that is capital in nature. Further, Operating Expenses are defined as those costs determined in accordance with GAAP, including all necessary and reasonable expenditures of any kind made with respect to the operations of the project typical of a Class A shopping center, without limitation, ad valorem taxes, insurance premiums, R&M expenses, management fees, leasing and advertising expenses, professional fees, wages and utility costs. Non-cash expenditures such as depreciation and amortization shall not be included in the computation of Operating Expenses. Operating Expenses shall include all project development costs incurred by the Company, that are not financed, in further developing and leasing available space within the Project including, without limitation, tenant upfitting costs, market rate brokerage commissions, tenant improvement allowances, building improvements and legal fees.

Sooner Town Center II, LLC
SCHEDULE II - DEBT SERVICE
Year ended December 31, 2023

Debt service:	
Interest expense per audited financial statements	\$ 394,499
Principal payments and loan costs	<u>-</u>
Total debt service (2)	<u>\$ 394,499</u>

(2) The Ground Lease Agreement defines Debt Service as the net principal paydown on all loans and accrued interest on all loans and all costs associated with obtaining the loans on the Project or any portion thereof for which a certificate of completion has been issued that are not and have not previously been accrued or paid as Operating Expenses.

Sooner Town Center II, LLC
SCHEDULE III - NET CASH FLOW
Year ended December 31, 2023

Net operating income per Ground Lease Agreement	\$	26,083
Less: debt service		<u>(394,499)</u>
Net cash flow, current year		(368,416)
Less: cash reserve		<u>-</u>
Net cash flow, after year		(368,416)
Participant rent factor		<u>0%</u>
Participant rent (minimum - of \$0) (3)	\$	<u><u>-</u></u>

- (3) For purposes of determining Participation Rent, the Ground Lease Agreement defines Net Cash Flow as Net Operating Income less Debt Service. Participation Rent shall be an amount equal to fifty percent (50%) of Net Cash Flow remaining after any additional cash reserve.

Sooner Town Center II, LLC

SCHEDULE IV - SUBTENANT RENTS

Year ended December 31, 2023

Tenant rents	<u>\$ 502,879</u>
Gross operating revenue (cash basis) (4)	<u><u>\$ 502,879</u></u>

(4) Refer to page 17 for the calculation of Gross operating revenue (subtenant rents) which is computed on the cash basis.



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

TO: Honorable Chairman and Trustees
Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 23, 2024

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances in the amount of \$1,055,338 at the close of day June 30, 2024 to be made available for fiscal year 2024-2025; and amending the budget for fiscal year 2024-2025 to include the released appropriations from the fiscal year 2023-2024 budgets as supplemental appropriations; and, effective July 1, 2024, renewing encumbrance commitments canceled at the close of day June 30, 2024.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. EDA 2024-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2024 TO BE MADE AVAILABLE FOR FISCAL YEAR 2024-2025; AND AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2023-2024 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2024, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2024.

WHEREAS, it is the Economic Development Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2024 as chargeable to the FY 2023-2024 budget, renew those same commitments effective July 1, 2024, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2024-2025 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Economic Development Authority have determined it is in the best interest of the Economic Development Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2024, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2024, formerly charged against and payable from FY 2023-2024 budget, are hereby cancelled and renewed effective July 1, 2024, to be charged against and payable from additional FY 2024-2025 fiscal year budget amounts to be provided through budget amendments effective July 1, 2024.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2024, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2023-2024 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2024-2025 fiscal year effective July 1, 2024. The FY 2024-2025 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2024 and chargeable to and payable from FY 2024-2025 budget.

Economic Development Authority (353-9550) \$1,055,338

PASSED AND APPROVED by the trustees of the Midwest City Economic Development Authority this 23rd day of July, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary



CONSENT AGENDA





ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

July 23, 2024 – 6:04 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Commissioner Susan Eads	Commissioner Marc Thompson	General Manager Tim Lyon
Commissioner Pat Byrne	Commissioner Sara Bana	Secretary Sara Hancock
Commissioner Rita Maxwell	Commissioner Rick Favors	Authority Attorney Don Maisch

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Commissioners, by unanimous consent, can approve routine agenda items by one motion. If any Commissioners requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.
1. Discussion, consideration, and possible action to approve the April 23, 2024 special meeting minutes. (Secretary - S. Hancock)
- C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Commissioners on any Subject not scheduled on the Regular Agenda. The Commissioners shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Commissioners will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE C COMMISSIONERS.**
- D. FURTHER INFORMATION.
1. Review of the Communications & Marketing / CVB report for the 2nd quarter, period ending June 30, 2024. (Communications & Recreation - J. Ryan)
 2. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the 2024 second quarter period ending June 30, 2024. (City Manager - T. Lyon)
- E. ADJOURNMENT.

Notice for the Midwest City Special Economic Development Commission 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.midwestcityok.org).

Midwest City Special Economic Development Commission Minutes

April 23, 2024

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 8:28 PM with the following members present:
Commissioner Susan Eads Commissioner Marc Thompson General Manager Tim Lyon
Commissioner Pat Byrne Commissioner Sara Bana Acting Secretary Susan Mullendore
Commissioner Rita Maxwell Commissioner Rick Favors Acting Authority Attorney Vicki Floyd

DISCUSSION ITEM.

1. Discussion, consideration, and possible action to approve the December 12, 2023 meeting minutes.

Bana made a motion to approve the minutes, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion Carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:29 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





Communications & Marketing

100 N. Midwest Boulevard
Midwest City, OK 73110
jryan@midwestcityok.org
Office: 405.739.1206
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Josh Ryan, Communications & Recreation Director

DATE: July 23, 2024

SUBJECT: Review of the Communications & Marketing / CVB report for the 2nd quarter, period ending June 30, 2024. (Communications & Recreation - J. Ryan)

The Quarterly Communications & Marketing / CVB Report is developed by Susan MacQuarrie, Community Engagement Manager and Josh Ryan, Communications & Recreation Dir. and is attached for your review.

Josh Ryan
Communications & Recreation Director

Communications & Marketing Department / CVB Responsibilities

- Media relations, public information, event management, City services and special event marketing, external special event coordination, convention recruitment and tourism attraction. Staff includes the C&M Director, Community Engagement Manager and Events Specialist.

Community Engagement

- Coordinated planning sessions, secured entertainment, secured technical support, partnered with food trucks, and developed activities & partnerships/sponsorships for the following events:
 - Covered in Color
 - 2024 Season of Cruise in for Coffee (Every 3rd Saturday, April– October)
 - Groundbreaking Ceremony Midwest City Pickle Ball Courts
 - Public Works Dept on Spring Events – Earth Day Event, Tree Giveaway & Rain Barrel Sales
 - Tribute to Liberty – July 4 w/ new Event Specialist
 - Coordinated meeting schedule for multi-department planning sessions for TTL
 - Coordinated RSVP correspondence with Tinker Public Affairs office for VIP's / DV's
 - Marketing – Digital at 15th & Sooner and multiple print w/ Beacon
 - Vendor, Food Truck, Entertainment, Activities, Volunteers
 - Strategic planning Mommy + Son Splash-A-Palooza event August 2 at pool
 - Strategic planning Mid-America Street Fest (Atkinson Park- Saturday, Sept. 28)
- Marketing & Promotion
 - Quarterly community updates to interior 10 bus stop ad space
 - Hometown Heros special publication for Tribute to Liberty
 - Design of multiple promotional graphics for upcoming events
 - Generated a multi-department, yearlong, strategic ad campaigns for digital boards
- Third-Party Event Permit Package Coordination
 - Old School Cruisers Car Show
 - COMA Car Show
- Tinker Airshow
 - Attended several meetings with Team Tinker Airshow Committee regarding changes to airshow format
 - Discuss NFE partnerships with Col Ruscetta – review NFE LOI's
 - Participated in introduction/transition from outgoing Airshow Director

Convention & Visitors Bureau – Participation & Support

- OK Hunters and Anglers Conference
- Oklahoma Taxidermist Conference
- OK Firefighters Convention
- Tinker and The Primes
- Experience Midwest City guide, video and updated visitmidwestcity.com website
- New guide distribution – OTRD (statewide welcome centers), Certified Folder, Chamber
- Midwest City 'swag' for sports market and group business
- Facilitated new pop-up tradeshow display for Delta/ Reed Center for OSAE conference
- Working with Centrillium Project Golf Tournament at John Conrad. We will provide John Conrad golf bags with swag items.
- Participated in meetings/ discussions and zoom calls with Placerai and USA sites programs with Economic Development dept.

On the Horizon

- We are excited to have our new Event Specialist on board
- Looking forward to renewing relationships at the hotels to promotion Delta / Reed Center
- Excited that the new Experience Midwest City Guide is out for major distribution at all the Welcome / TIC's. The new "EXPERIENCE" video and website will round out the EXPERIENCE MIDWEST CITY campaign launch.
- Bid and secure 2025 OK Mayors Conference to be hosted at Delta Hotel / Reed Conference Center
- Working / Training new Event Specialist on purchase order processes and end of fiscal year reconciliations for Communications & Marketing, Special Events and CVB funds.

Communications & Marketing

- Marketing, Graphic Design & Promotional Support
 - Tree Board Art Contest
 - Baseball League Updates
 - City Council Live Streams
 - Eclipse – April 9
 - Rail Spur Groundbreaking at SCIP
 - Councilmember Election Day April 2, 2024
 - Covered in Color
 - Public Works Spring Events
 - Tom Poore Park Cleanup
 - Tree Giveaway
 - Earth Day
 - Dispatcher Week
 - Severe Weather
 - Pickleball Court Grand Opening
 - Baseball League Champs
 - Back-To-Pool Schedule
 - Memorial Day City Services
 - Pool Updates
 - Reno Swim & Slide Jobs
 - Association Celebration
 - Tournament Issues at Reed Ballpark
 - Flag Day – Flag Care Post
 - Juneteenth Promotion
 - June 25 Storms – Daily updates and follow ups
 - Temporary Daytime Cooling Station
 - Generator Safety
 - Tribute to Liberty Promotion
 - April, May, June Constant Contact Newsletters

On the Horizon

- Still working with the CVB on new Experience Midwest City videos
- Welcoming back Mommy + Son event at Reno Swim & Slide
- Mid-America Street Fest plans in the works, looking forward to announcing it
- Looking forward to helping promote our Fall ballpark/tournament events
- Planning promotional campaign for Citywide Garage Sale



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

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: July 23, 2024

SUBJECT: Review of the Midwest City Chamber of Commerce's Quarterly Activities for the period ending June 30, 2024.

The Midwest City Chamber of Commerce has provided the attached report.



Tim L. Lyon, City Manager



2024 Q2 EDC Report

Submitted 7.15.24

New Members (Jan – Mar)

Current 2024	2024 Projected	2023 Annual Total
31	50	37

*Current Membership Total (320)

- The Midwest City Chamber of Commerce is seeing tremendous growth in our New Members category, we are expecting to successfully meet our goal of 50 new members for the year.
- However, we have experienced a decline in overall membership renewals, due to non-payment. To protect our members that renew their membership and contribute to the Chamber programming, we have implemented a new standard to release businesses from their membership after 90 days of non-payment.
- Due to this new policy, we have several members that have been removed from our membership, we are currently working a new retention plan to avoid future delinquent payments and retain members past the first year.

Chamber Programming

- Successfully graduated Leadership Class of 2024 at the Nick Harroz Community Center, 17 Community Leaders completed the program
- Leadership Midwest City raised over \$22,000, and provided donations to Building Generations, YMCA Midwest City, Tinker Home Away From Home, Mid-Del Youth and Family Center, Mid- Del Public Schools Foundation, and raised over 400lbs of peanut butter and jelly for the Mid-Del Food Pantry
- (4) Lunch Bunch events – hosted TFCU Café at Rose State College, Taco Casa, Panera Bread, and Sam’s Club
- (6) Ribbon Cuttings – Spike’s Spiked Sno To Go, Little Flyers Indoor Playground, Safeguard Insurance, Studio 6, Stealth Escape Rooms, Whataburger
- Hosted (1) Ambassador Meeting at Altitude 1291
- (2) Non Profit Coffee Talks at Mid Del Group Home and YMCA Midwest City
- (1) Business After Hours at the Cigar Box
- (1) All Member Luau hosted at the Elks Lodge
- Hosted (2) Blood Drives with Mid Del Moore Association of Realtors at Tacos4Life/Bricktown Brewery and at Stewart Title
- Hosted (2) Community Marketing Meeting with community leaders includes: MDPS, MDPS Foundation, SSM Health, Mid Del Tech Center, Tinker Air Force Base, City of Midwest City Community Engagement Team.
- Completed 2024 Financial Audit with Finley & Cook, CPA
- Attended 2024 MAKO (Missouri, Arkansas, Kansas, Oklahoma) Regional Chamber Executive Conference
- Installed as a board member of the Oklahoma Chamber of Commerce Executives Association
- Currently hosting our Fill the Bus program for Mid Del Schools – Hosts are Sam’s Club Midwest City, Walmart 23rd and Douglas, and Crest on Douglas
- Progressing on 2025 Rebranding Project



Leadership Programming

- Hosted state-wide leadership programming seminar through the Oklahoma Chamber of Commerce Executives Association – Included Edmond, OKC, Norman, State Chamber, Leadership Oklahoma.

Community Partner Events

- Attended Tinker Federal Credit Union Partnership Luncheon
- Sponsor at the Rose State College Foundation, Run for the Roses Banquet
- Attended the Re-Grand Opening of Walmart, 23rd Street and secured as a Chamber Member
- Collaboration meeting with Choctaw and Harrah Chambers, quarterly meeting
- Attended the Metro CEO Executive Meeting
- Met with Mid Del Schools and Mid Del Public Schools Foundation about a new Reading Bus initiative
- Met with Mid Del Schools to further expand Youth Excel (high school student leadership) Program

Partnership with the City of Midwest City

- Participated in the Great American Clean Up event hosted by Midwest City Public Work Department
- Participated as a vendor with complimentary bottled water and color a canvas bag for Covered in Color, hosted by the Midwest City Special Events Department
- Participated as a vendor with color a canvas bag for the 2024 Earth Day festival hosted by Midwest City Public Works Department
- Attended the Midwest City Fire Department Resource Coalition, new founded organization, asked to sit on their board.
- Hosted over 150 employees with our Public Works Appreciation lunch hosted at the Charles J. Johnson building by Cocina de Mino.
- Attended the Midwest City Emergency Management Whole Community Planning sessions

Military Affairs

- Co- hosts of the Navy League of Oklahoma City and Strategic Wing One (Navy) Golf Tournament at John Conrad Golf Course
- Attended the TACAMO Community Partner Luncheon
- Hosted the Tinker Home Away From Home “Meet the Hero” Night at Chamber Offices.
- Attended Change of Command Ceremony for Col. Giles
- Attended Q1 Awards Ceremony for the 552nd Air Control Wing
- Attended Change of Command Ceremony for Col. Moats
- Co-hosts of the Navy League of Oklahoma City and Strategic Wing One (Navy) Battle of Midway Commemorative Ceremony and Family Picnic, hosted at Joe B Barnes Regional Park
- Attended Tasting for Navy League Birthday Ball at the Delta Reed Center, scheduled for 1 October
- Continuation of the 2023 – 2024 Honorary Commander Class through 72d Air Base Wing
- Active planning for the 2024 Tinker and the Primes Conference, August 5th – 8th
- Active planning for the 2025 Tinker Air Show, June 28th – 29th 2025



Upcoming Annual Events:

- July 19th – Fill the Bus Week 2 – Walmart 23rd Street (open to the public)
- July 26th – Fill the Bus Week 3 – Crest on Douglas (open to the public)
- August 5th – 8th – Tinker and the Primes – Delta Reed Center (not open the public)
- September 12th – Strike Out Hunger Bowling Tournament hosted at Altitude 1291 (members only)
- October 3rd – Picnic with Protectors, Dispatch, & Public Works hosted Regional Park (open to the public)
- November TBD – Ambassador and Alumni Mixer
- January 30th 2025 – Chamber Annual Banquet 2025