



## CITY OF MIDWEST CITY MEETINGS FOR May 28, 2024

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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](mailto: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

May 28, 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 Susan Eads
- Mayoral Proclamations: Cannon Deeter Proclamation
- Community-related announcements and comments

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

1. Discussion, consideration, and possible action to approve the April 23, 2024 special meeting minutes. (City Clerk - S. Hancock))
2. Discussion, consideration, and possible action to approve the April 23, 2024 meeting minutes. (City Clerk - S. Hancock
3. Discussion, consideration, and possible action approving the combined minutes of the May 2, 2024 special meeting. (City Clerk - S. Hancock)
4. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Park & Recreation Fund, expenditures/Pool (19) \$3,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$145,000. Grants/Housing Activities Fund, revenue/Miscellaneous (37) \$15,000; expenditures/Housing (37) \$15,000. (Finance - T. Cromar)
5. Discussion, consideration, and possible action regarding the health premiums for the fiscal year 2024-2025 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan. (Human Resources - T. Bradley)

6. Discussion, consideration, and possible action of approving Change Order Number 5 to the contract agreement with Downey Contracting L.L.C. for the Construction of One 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$99,500.00. (Engineering & Construction Services - P. Menefee)
7. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055231120 from the State Department of Environmental Quality for the N.E. 23rd Street waterline extension from Spencer Road to Douglas Boulevard, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
8. Discussion, consideration, and possible action of approving Change Order #05 with the Oklahoma Department of Transportation for STP-255D(479)AG, State Job Number 33124(04), Reno Avenue resurfacing project for \$0.00. (Engineering & Construction Services - B. Bundy)
9. Discussion, consideration, and possible action of the City Council to approve and execute the Amended and Restated Hospital Sublease and Lease Agreement between the Midwest City Memorial Hospital Authority and SSM Health Care of Oklahoma, authorizing the Mayor and City Clerk to sign the Agreement evidencing such approval, and authorizing the Mayor and City Clerk to sign all other necessary documents prudent and necessary to close this transaction for the renovations to the Midwest City Hospital. (D. Maisch – City Attorney).
10. Discussion, consideration, and possible action of accepting four (4) grants of Permanent Easement and three (3) grants of Temporary Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in Section 9, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma. (Engineering & Construction Services - P. Menefee)
11. Discussion, consideration, and possible action of approving and executing the Settlement Agreement and Final Order concerning Riverside Mobile Home Park, case filed in the District Court for Oklahoma County, Case Number CV-2024-312. (D. Maisch – City Attorney).
12. Discussion, consideration, and possible action of appointing Ted Nugent to the Urban Renewal Authority to fill the unexpired term of Jack Fry to end July 31, 2026. (City Manager - T. Lyon)
13. Discussion, consideration and possible action for consideration of appointing a qualified elector residing in Oklahoma County, to represent the City of Midwest City on the Board of Directors of the Central Oklahoma Master Conservancy District (COMCD) for a four-year term and submitting the name to the Cleveland County district judge, who will appoint them to membership on the Board of Directors of the COMCD for a four-year term ending on May 28, 2028. (City Manager - T. Lyon)

14. Discussion, consideration, and possible action of appointing Brittany Hussian (Ward 4) to the Midwest City Park & Recreation Board to fill Council member Marc Thompson's seat, which he had to vacate upon his election to the Council, for the unexpired term ending on April 22, 2025, and for an addition full three-year term to end on May 23, 2028. (Parks & Recreation – J. Ryan)
15. Discussion, consideration, and possible action of declaring as surplus the items of found property and seized non-drug evidence on the attached list, and authorizing their disposal through sealed bid or public auction, or destruction in the case of items posing a threat to the general safety of the general public. (PD - Interim Chief Wipfli)
16. Discussion, consideration and possible action of declaring as surplus eighty-four (84) firearms of various calibers as surplus and authorizing their disposal by trade-in towards future purchases with GT Distributors-Austin, Texas for a trade-in amount of \$10,500.00. (G. Wipfli - Interim Police Chief).
17. Discussion, consideration, and possible action declaring (3) chairs as surplus and authorizing their disposal through sealed bid, public auction, or by other means as necessary. (Engineering & Construction Services or B. Bundy)
18. 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)

D. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Central Bridge Company for \$452,511.00 and 120 Calendar Days for the N.E. 36th Street Bridge Rehabilitation Project. City Council delegates the Mayor to sign and execute the contract. (Engineering & Construction Services - P. Menefee)
2. Discussion, consideration, and possible action of 1) approval of and entering into a project agreement with the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department to receive \$254,000 in grant funds for the construction of Phase III of the SCIP Recreational Trail and agreeing to provide \$70,000 in local matching funds; 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant. (Grants Management - T. Craft)
3. Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Innovative Mechanical for \$374,000 and 180 Calendar Days for replacement of various HVAC equipment at City Hall. City Council delegates the Mayor to sign and execute the contract. (Engineering & Construction Services - B. Bundy)



4. Monthly Residential and Commercial Building report for April 2024 Building Report (Engineering & Construction Services—B. Bundy)
5. Code Enforcement report for first quarter of 2024 (Neighborhood Services - M. Stroh)
6. (PC-2168) Public hearing, discussion, consideration, and possible action approving 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)
7. (PC-2172) 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 (“R-MD”), for the property described as a part of the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 500 Davidson Rd., Midwest City. (Planning and Zoning- M. Summers)
8. (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. (E. Richey- Planning & Zoning)

H. ADJOURNMENT.



CONSENT AGENDA



Notice for the Special Midwest City Council 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](http://www.midwestcityok.org)).

## Midwest City Special Council Minutes

April 23, 2024

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

Mayor Matt Dukes called the meeting to order at 5:31 PM with following members present:

Ward 1 Susan Eads	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Rita Maxwell	Ward 4 Marc Thompson	Acting City Clerk Susan Mullendore
Ward 5 Sara Bana*	Ward 6 Rick Favors	City Attorney Don Maisch*

\*Maisch arrived at 5:55 PM

\*Bana arrived at 5:57 PM

### DISCUSSION ITEM.

1. **Celebration and meet and greet of newly sworn-in Councilmembers: Pat Byrne for Ward 2, Rita Maxwell for Ward 3, Marc Thompson for Ward 4, and Rick Favors for Ward 6.**

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 5:59 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, Secretary



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

## Midwest City Council Minutes

April 23, 2024

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

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

Ward 1 Susan Eads	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Rita Maxwell	Ward 4 Marc Thompson	Acting City Clerk Susan Mullendore
Ward 5 Sara Bana	Ward 6 Rick Favors	*City Attorney Don Maisch

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Midwest City High School ROTC Cadets Hudson and Cobal. The Tree Board Art Middle School and High School Winners Prize Presentation was made. The Mayor read the Mayoral Proclamations for the Fair Housing Month, International Firefighters Day, International Compost Awareness Week, Police Appreciation Week, and National Public Works Week. City Manager Lyon and Council made community related announcements and comments.

At 6:24 PM Council recessed and returned at 6:32 PM.

At 6:34 PM Eads returned.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with the exception of pulling Item 4, seconded by Favors. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

1. Discussion, consideration, and possible action to approve the March 26, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Street Tax Fund, expenditures/Park & Rec (06) \$78,200. Police Fund, expenditures/Transfers Out (62)\$67,454. Risk Fund, revenue/Transfers In (00) \$67,454. Disaster Relief Fund, expenditures/Neighborhood Services (15) \$50,000. General (01) Government Sales Tax Fund, expenditures/Community Development (05) \$27,001.
3. Discussion, consideration, and possible action of rejecting the bid for replacement of AHU 6, 8, and various HVAC equipment at City Hall.
5. Discussion, consideration, and possible action of accepting grants of Temporary Easement from grantor, at certain parcels of land located within the corporate boundaries of Midwest City in Section 2, Township 11N, Range 2W of the Indian Meridian, Oklahoma County, Oklahoma; known as 601 E Steed Dr and 1112 S Midwest Blvd.
6. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055240020 from the State Department of Environmental Quality for the subdivision Urban Edge Addition, Midwest City, Oklahoma.

7. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055240021 from the State Department of Environmental Quality for the subdivision Urban Edge Addition, Midwest City, Oklahoma.
8. Discussion, consideration, and possible action of reappointing Rick Dawkins to the Planning Commission for the remainder of his three-year term to expire August 26, 2026.
9. Discussion, consideration, and possible action of appointing Barbara Wilson to the Midwest City Tree Board as the Mayoral representative for a three-year term to expire April 27, 2027.
10. Discussion, consideration, and possible action of appointing Debbie Moore to the Midwest City Arts Council as the Ward 4 representative for a two-year term ending on May 26, 2026.
11. Discussion, consideration, and possible action to submit the Midwest City official vote for 1) Incumbent, Mike Bailey, City Manager of Bartlesville, and 2) Incumbent, Craig Stephenson, City Manager of Ponca City to serve on the Oklahoma Municipal Assurance Group Board.
12. 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.
13. Discussion, consideration and possible action of 1) declaring miscellaneous radar items as surplus, and 2) authorizing disposal of this property by public auction or sealed bid.
- 4. Discussion, consideration, and possible action of entering into an agreement for Professional Services with R.L. Shears Company, PC in the amount of \$178,198 to provide survey and design services for a future federal aid project to construct sidewalks in four locations.**

Bundy addressed Council. After Staff and Council discussion, Bana made a motion to approve the agreement, seconded by Eads. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

#### DISCUSSION ITEMS.

- 1. Discussion, consideration, and possible action of approving a Memorandum of Understanding (MOU) between the City of Midwest City and the Choctaw-Nicoma Park School District.**

Maisch addressed Council. After Staff and Council discussion, Thompson made a motion to approve the MOU, seconded by Byrne. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

- 2. Discussion, consideration, and possible action of recommending for approval an ordinance amending Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Sewers and Sewage Disposal; Division 10, Sewer Mainline Backup Service Program; Section 43-251, Provisions; Section 43-254, Fees; and providing for repealer and severability.**

Maisch addressed Council. After Staff and Council discussion, Bana made a motion to approve with the amendment of any settlement below or above \$100,000 would be brought to the Council. Bana retracted original motion and made a motion to reject the Ordinance. Motion died to a lack of a second.

After further discussion, Eads made a motion to approve Ordinance 3553 and requested non-confidential settlement information be disclosed as a further information agenda item, seconded by Byrne. Voting Aye: Eads, Bryne, Thompson, Favors, and Dukes. Nay: Bana. Abstain: Maxwell. Motion Carried.

**3. (PC-2166) Public hearing, discussion, consideration, and possible action approving a Special Use Permit (SUP) to allow Eating Establishments: Sit-Down, Alcoholic Beverages Permitted in the (C-3) Community Commercial District for the property described as a part of the Northeast Quarter (NE/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 6620 E. Reno Ave.**

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

\*At 7:13 PM City Attorney Don Maisch left meeting and City Prosecutor Vicky Floyd presided.

**4. (PC-2169) Public hearing, discussion, consideration, and possible action approving a Special Use Permit (SUP) to allow Eating Establishments: Sit-Down, Alcoholic Beverages not Permitted in the (O-2) General Office District for the property described as a part of the Southeast Quarter (SE/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 2801 Parklawn Dr., Ste 102.**

Summers addressed Council. After discussion, Thompson made a motion to approve the permit, seconded by Bana. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**5. (PC-2170) Public hearing, discussion, consideration, and possible action approving a Resolution amending the Comprehensive Plan from Single-Family Detached Residential Land Use to Commercial Land Use and; an Ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Restricted Commercial District (“C-1”), for the property described as a part of the Northwest Quarter (NW/4) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 105 E. Myrtle Dr., Midwest City.**

Summers addressed Council. After Staff and Council discussion, Eads made a motion to approve Resolution 2024-05 and Ordinance 3554 with recommending appropriate fencing/screening for sound and/or visual mitigation, seconded by Bana. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**6. Discussion, consideration, and possible action approving an ordinance amending Midwest City code, Chapter 9, Buildings and Building Regulations, Article VII, Sign Regulations, Section 9-382, Definitions; and providing for repealer and severability.**

Summers addressed Council. Eads made a motion to approve Ordinance 3555, seconded by Byrne. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**7. Discussion, consideration, and possible action approving an ordinance amending Midwest City code, Chapter 38, Subdivision Regulations, Article V, Application Submittal and Processing Procedures for all Plats and Plans, bringing Section 38-40 out of reserve and titling it "Public Notice Requirements for Plats and Plans"; and providing for repealer and severability.**

Summers addressed Council. After Council discussion, Eads made a motion to approve Ordinance 3556, seconded by Byrne. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**8. (PC-2171) Discussion, consideration, and possible action approving an ordinance amending Midwest City code, Appendix A, Zoning Regulations, Section 5, Supplemental Regulations, Sub-Section 5.2.3, Fencing and Screening; and providing for repealer and severability.**

Summers addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3557, seconded by Byrne. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**9. (PC-2164) Discussion, consideration, and possible action approving an ordinance amending Midwest City code, Appendix A, Zoning Regulations, Section 5, Supplemental Regulations, Sub-Section 5.12.1, Exterior Construction Requirements and Standards; and providing for repealer and severability.**

Summers addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3558, seconded by Byrne. Voting Aye: Eads, Bryne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**10. (PC-2165) Discussion, consideration, and possible action approving an ordinance amending Midwest City code, Appendix A, Zoning Regulations, Section 7, Development Review Procedures, Sub-Section 7.1.3, Public Notice Requirements for Public Hearings; and providing for repealer and severability.**

Summers addressed Council. After Staff and Council discussion, Bana made a motion to approve Ordinance 3559 with recommending posting of signs mandatory, motion died due to a lack of a second.

Eads made a motion to approve Ordinance 3559 with recommending posting of public notices on website, seconded by Byrne. Voting Aye: Eads, Bryne, Maxwell, Thompson, Favors, and Dukes. Nay: Bana. Motion Carried.

**11. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article I, Section 9-1 through Article VI, Section 9-380 are hereby amended in their entirety; and providing for repealer and severability.**

Bundy addressed Council. After Staff and Council discussion, Byrne made a motion to approve Ordinance 3560, seconded by Eads. Voting Aye: Eads, Bryne, Maxwell, Thompson, Favors, and Dukes. Nay: None. Abstain: Bana. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Glenn Goldschlager of 1409 Evergreen Cr. and Kevin Ergenbright of 11524 Surrey Ln. addressed Council.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 8:02 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk

Notice for the special meetings was filed with the City Clerk of Midwest City at least 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).

**Combined Minutes for the Midwest City  
City Council, Municipal Authority, Memorial Hospital Authority,  
Economic Development Authority and Utilities Authority  
Special Meetings**

**May 2, 2024**

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

Vice Mayor Pat Byrne called the meeting to order at 5:31 PM with following members present:

Mayor Matt Dukes\*

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Rita Maxwell

Ward 4 Marc Thompson

Ward 5 Sara Bana

City Manager Tim Lyon

Asst. City Manager Vaughn Sullivan

Director of Operations Ryan Rushing

City Attorney Don Maisch

Finance Director Tiatia Cromar

Public Works Director Paul Streets

Engineering and Construction Services-

Director Brandon Bundy

Absent: Ward 6 Rick Favors

**DISCUSSION ITEM.**

- 1. Discussion and review of 1) the various City budgets; and 2) the Midwest City Authorities' budgets including the Municipal Authority, the Memorial Hospital Authority, the Economic Development Authority, the Utilities Authority, and the Urban Renewal Authority for the fiscal year 2023-24.**

Vice Mayor Byrne spoke briefly about ground rules for the meeting and the e-mailing of follow up questions to Mr. Lyon after the meeting. He stated that all responses to e-mailed questions would be transmitted to the entire Council by Mr. Lyon. Mr. Lyon started his briefing approximately at 5:47 PM. Discussion and clarification was had. No action was taken.

\*Mayor Dukes arrived at 6:30 PM.

\*\*At 8:01 PM a recess was requested. The meeting reconvened at 8:13 PM.

\*\*\*Bana and Eads returned to meeting at 8:16 PM.

**ADJOURNMENT.** There being no further business, Mayor Dukes adjourned the meeting at 10:00 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: May 28, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Park & Recreation Fund, expenditures/Pool (19) \$3,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$145,000. Grants/Housing Activities Fund, revenue/Miscellaneous (37) \$15,000; expenditures/Housing (37) \$15,000.

The first supplement is needed to increase budget for credit card fees related to swimming pool activities to estimated amount to end of fiscal year. The second supplement is needed to increase budget for rehabilitation of N.E. 36<sup>th</sup> Street bridge over Crutcho Creek. The third supplement is needed to budget insurance proceeds from sewer backup claim at transitional housing property and expenses for repairs at property.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

**May 28, 2024**

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
19	Pool			3,000	
		<u>0</u>	<u>0</u>	<u>3,000</u>	<u>0</u>
<p><b>Explanation:</b> To increase budget for credit card fees for swimming pool to cover estimated fees to end of fiscal year. Funding to come from fund balance.</p>					

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			145,000	
		<u>0</u>	<u>0</u>	<u>145,000</u>	<u>0</u>
<p><b>Explanation:</b> To increase budget for rehabilitation of NE 36th St Bridge over Crutch Creek. Funding to come from fund balance.</p>					

Fund GRANTS/HOUSING ACTIVITIES (142)		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>
37	Miscellaneous	15,000			
37	Housing			15,000	
		<u>15,000</u>	<u>0</u>	<u>15,000</u>	<u>0</u>
<p><b>Explanation:</b> To budget insurance payment from sewer backup claim at transitional housing property and expenses for repairs at property.</p>					





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:** May 28, 2023

**RE:** Discussion, consideration, and possible action regarding the health premiums for the fiscal year 2024-2025 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan.

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The Life and Health Fund's costs are projected to be slightly higher next year when compared to this year. We have seen the fund balance decrease this year as actual expenses have consistently been more than actual revenues. The Life and Health Committee met on April 30, 2024, to review the L&H budget and to review the recommended premiums for the 2024-2025 Plan year.

The committee is making the following recommendations for the Plan year 2024-25:

- The monthly total premiums per tier will have a 6.5% increase (more than last year's 4.5% increase). The dollar increase for each tier will be split 50/50 for all eligible active employees as shown on the premium rate sheet that is attached to this agenda item. The retiree split for each tier continues to be 60/40 on the total monthly premium as shown on the same premium rate sheet.
- Dental premiums remain the same.
- Life insurance rates decreased from \$0.389 per thousand to \$0.29 per thousand with a new provider issuing the same policies we currently have. We have a 3-year rate guarantee.

We continue to look for ways to maintain or increase benefits at better costs to members.

This proposed health premiums increase was approved by a unanimous 6-0 vote of the Life and Health Committee. The life insurance rates are contractual.

Staff recommends the approval of the proposed premium rates as presented in the attachment.

Troy Bradley, Human Resources Director

MIDWEST CITY EMPLOYEE HEALTH AND DENTAL PREMIUMS - BCBS PREFERRED NETWORK

Effective July 1, 2024

**ACTIVE EMPLOYEES**

Tier	2024/2025 EE MONTHLY PREMIUM	2024/2025 EE BI-WEEKLY PREMIUM OVER 24 PAY PERIODS	2024/2025 CITY MONTHLY PREMIUM	2024/2025 CITY BI-WEEKLY PREMIUM OVER 24 PAY PERIODS	2024/2025 TOTAL MONTHLY PREMIUM	2024/2025 TOTAL MONTHLY DENTAL PREMIUMS CITY PAID	2024/2025 BI-WEEKLY PREMIUM CITY PAID OVER 24 PP
EE ONLY	212.66	106.33	516.55	258.28	729.21	31.80	15.90
EE & SP	650.26	325.13	1,009.04	504.52	1,659.30	63.62	31.81
EE & CH	520.70	260.35	682.20	341.10	1,202.90	73.16	36.58
EE & FAM	778.12	389.06	1,338.66	669.33	2,116.78	111.56	55.78

**PRE-65 RETIREES**

Tier	2024/2025 RETIREE MONTHLY MEDICAL PREMIUM	2024/2025 CITY MONTHLY MEDICAL PREMIUM	2024/2025 TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	2024/2025 RETIREE TOTAL MONTHLY PREMIUM
RE ONLY	438.52	291.69	730.21	31.80	2.90	473.22
RE & SP	996.58	663.72	1,660.30	63.62	2.90	1063.10
RE & CH	722.74	481.16	1,203.90	73.16	2.90	798.80
RE & FAM	1,271.07	846.71	2,117.78	111.56	2.90	1385.53

**POST-65 RETIREES**

Tier	2024/2025 RETIREE MONTHLY MEDICAL PREMIUM	2024/2025 CITY MONTHLY MEDICAL PREMIUM	2024/2025 TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	2024/2025 RETIREE TOTAL MONTHLY PREMIUM
RE ONLY	307.92	204.61	512.53	31.80	2.90	342.62
RE & SP	699.38	465.58	1164.96	63.62	2.90	765.90

**\*\*\*NOTE\*\*\***

In 2017, the Midwest City Employee Life and Health Plan Committee developed and the City Council approved a plan to change the contributions for retirees to the current 60/40 premium split. Also, the Committee developed and the City Council approved a plan to restructure the retiree premiums for employees hired on or after July 1, 2017. Employees who are hired on or after July 1, 2017, and who are otherwise eligible for retiree coverage according to health plan requirements shall be eligible to elect coverage with the new premium structure plan adopted for future retirees. The retiree premium will be set at 110% of the active employee full premium rate and shall be paid by the retiree. Retirees covered under this structure who have at least 20 years of service will pay 80% of the retiree premium rate, with an additional 1% reduction per year of service, up to 30 years of service. Retirees with 30 or more years of service will pay 70% of the retiree premium rate. This new retiree premium rate will only be for those eligible retirees hired on or after July 1, 2017. This rate will be shown on updates to this table beginning in plan year 2025/2026. Eligible retirees who were hired prior to July 1, 2017, will continue to follow the current 60/40 retiree premium split of the adopted premium rates for each fiscal year.

**COBRA RATES:**

**MEDICAL: BLUE PREFERRED**

TIER	2024/2025 CITY TOTAL MONTHLY PREMIUM	2024/2025 MONTHLY COBRA MEDICAL PREMIUM	2024/2025 CITY TOTAL MONTHLY DENTAL PREMIUM	2024/2025 MONTHLY COBRA DENTAL PREMIUM
EE ONLY	729.21	743.79	31.80	32.44
EE & SP	1,659.30	1,692.49	63.62	64.89
EE & CH	1,202.90	1,226.96	73.16	74.62
EE & FAM	2,116.78	2,159.12	111.56	113.79



**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: May 28th, 2024

Subject: Discussion, consideration, and possible action of approving Change Order Number 5 to the contract agreement with Downey Contracting L.L.C. for the Construction of One 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$99,500.00.

The attached Change Order Number 5 is to the contract agreement with Downey Contracting L.L.C. for the Booster Pump Station Project. The change order allows the installation an electrical control panel and its components for the onsite horizontal feeder well. The additional cost for this newly designed equipment increases the project cost by \$99,500.00.

Patrick Menefee, P.E.,  
City Engineer  
Attachment

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Date of Issuance: May 16, 2024	Effective Date: Last date below
Owner: City of Midwest City	Owner's Contract No.: N/A
Contractor: Downey Contracting, LLC	Contractor's Project No.: N/A
Engineer: Garver	Engineer's Project No.: 19W02410
Project: Booster Pump Station and Storage Tanks	

---

The Contract is modified as follows upon execution of this Change Order: Increase in contract time and contract amount

Description:

The "Contract Price prior to this change order" was incorrect in Change Order No. 4. As there was no cost change in Change Order No. 4, the "Contract Price prior to this change order" amount remains as modified by Change Order No. 3.

Due to increased excavation and granular fill due to unforeseen conditions, the quantities of the contingency pay items are authorized and modified to the following quantities:

- Contingency Concrete Paving in the amount of **0 SY** total
- Contingency Over Excavation in the amount of **3,666 CY** total
- Contingency Granular Fill in the amount of **2,136 CY** total

The understood completion date in Change Order No. 4 was April 29, 2022, which would have required an extension of 109 days from the original completion date of January 10, 2022, not 79 days. Therefore, an additional 30 days are included in this Change Order for that correction. Due to power delays, an additional 124 days are included. Downey has furnished power to the meter pit sump pump which required additional cost and 30 days, for a total increase of **184 days**.

A formal change directive is attached, which includes additional electrical work as part of this contract. This work will be completed for an amount of \$99,500.00.

Attachments: *Downey Change Order Proposal for Sump Pump Power*  
*Change Order 5 Cost Summary*  
*Formal Change Directive for Extension of Power to Groundwater Well*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>5,066,850.00</u>	Original Contract Times: Substantial Completion: <u>365</u> Ready for Final Payment: <u>365</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ <u>250,991.37</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>79</u> Ready for Final Payment: <u>79</u> days
Contract Price prior to this Change Order: \$ <u>5,273,116.73</u>	Contract Times prior to this Change Order: Substantial Completion: <u>444</u> Ready for Final Payment: <u>444</u> days or dates
<b>Increase</b> of this Change Order: \$ <u>90,274.62</u>	Increase of this Change Order: Substantial Completion: <u>184</u> Ready for Final Payment: <u>184</u> days or dates
Contract Price incorporating this Change Order: \$ <u>5,363,391.35</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>628</u> Ready for Final Payment: <u>628</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

## Downey Contracting, LLC CHANGE ORDER PROPOSAL

Project: Midwest City Booster Pump Station and Storage Tank Reconstruction

Date: 29-Apr-22

Description: Add Power for Sump Pump - Not Shown on Plans

DIRECT COSTS										
DESCRIPTION	QUANTITY	UNIT	LABOR COST/UNIT	LABOR COST	MAT'L COST/UNIT	MAT'L COST	EQUIP COST/UNIT	EQUIP COST	TOTAL COST	
				\$ -					\$ -	\$ -
				\$ -					\$ -	\$ -
				\$ -				\$ -	\$ -	\$ -
									\$ -	\$ -
									\$ -	\$ -
									\$ -	\$ -
									\$ -	\$ -
									\$ -	\$ -
									\$ -	\$ -
<b>TOTAL DIRECT COSTS</b>									\$	\$ -

SUBCONTRACTORS	COST
Libra Electric: See attached quote.	\$ 1,423.74
<b>TOTAL SUBS/SUPPLIERS COSTS</b>	<b>\$ 1,423.74</b>

INDIRECT COSTS										
DESCRIPTION	QUANTITY	UNIT	LABOR RATE	LABOR COST	BURDEN 30%	MAT'L COST/UNIT	MAT'L COST	TOTAL COST		
Supervision	8	hrs	\$55.00	\$440.00					\$440.00	
<b>TOTAL INDIRECT COSTS</b>									\$	\$ 440.00

COST SUMMARY		
DIRECT COSTS		\$0.00
SUBS/SUPPLIERS		\$1,423.74
INDIRECT COSTS		\$440.00
<b>SUBTOTAL</b>		<b>\$1,863.74</b>
OVERHEAD @	10%	\$186.37
PROFIT @	5%	\$102.51
<b>GRAND TOTAL</b>		<b>\$2,152.62</b>

APPROVAL
<div style="border-bottom: 1px solid black; width: 80%; margin-bottom: 5px;"></div> SIGNATURE
<div style="border-bottom: 1px solid black; width: 80%; margin-bottom: 5px;"></div> DATE

3217 N.E. 63rd Street, Oklahoma City, OK 73121

PHN: 405-478-5277 FAX: 405-478-5269

**\*\*\*Due to current availability of pipe and fittings, this change order requires an additional 30 days be added.**

**PROJECT NAME: BOOSTER PUMP STATION**  
**RFP/Change Order Request; Cost Breakdown**

DATE: 12-Apr-22

Breakdown of cost for Change Order Request Number:

Contractor: DOWNEY

Sub-Contractor: Libra Electric Company

**Description: add new 120v circuit to sump pump.**

(1) Material	Units	Unit Cost	Total
wire 120v circuit	1	208.00	\$208.00
conduit/ fittings	1	192.66	\$192.66
j-box, device , device box w/ cover	1	59.09	\$59.09
patch concrete	1	5.87	\$5.87
<b>Subtotal (1)</b>			<b>\$465.62</b>

(2) Labor	Units	Unit Cost	Total
Project Manager	1.00	49.50	\$49.50
General Foreman Electrician	0.00	40.00	
Foreman Electrician	2.00	36.00	\$72.00
Journeyman Electrician	9.00	31.80	\$286.20
<b>Subtotal (2)</b>			<b>\$407.70</b>

(3) Equipment	Units	Unit Cost	Total
Expendable Tools; Hacksaw Blade(s), Shovel(s), Drill(s) / bit(s), Ladder(s), Extension Cord(s), Hole Saw(	408	5%	\$20.39
core drill machine w/ core bit	1		\$42.25
<b>Subtotal (3)</b>			<b>\$62.64</b>

(4) Sub-Contractors (Attach Form G709B for each Sub Contractor	Total	
<b>Subtotal (4)</b>		<b>\$0.00</b>

Column 1		Column 2	
Insurance Cost	9.42	Overhead Cost (15% Max. of 1,2, & 3)	\$ 140.39
Bond Cost	-	Profit (10% Max. of 1,2, & 3)	\$ 93.60
Social Security Taxes (FICA)	31.19	Overhead Cost & Profit (15% Max	\$ -
Other Taxes FUTA,SUTA	17.12	<b>Total of Column 2</b>	\$ 233.99
Workers Compensation	24.83	<b>Total of Column 1</b>	\$ 253.79
Employee Fringe Benefits	171.23		
<b>Total of Column 1</b>	253.79	Total for this page (subtotals 1-4 and colu	<b>\$ 1,423.74</b>

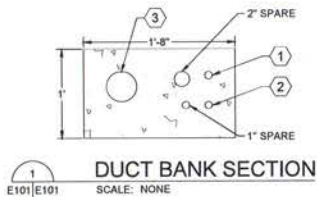
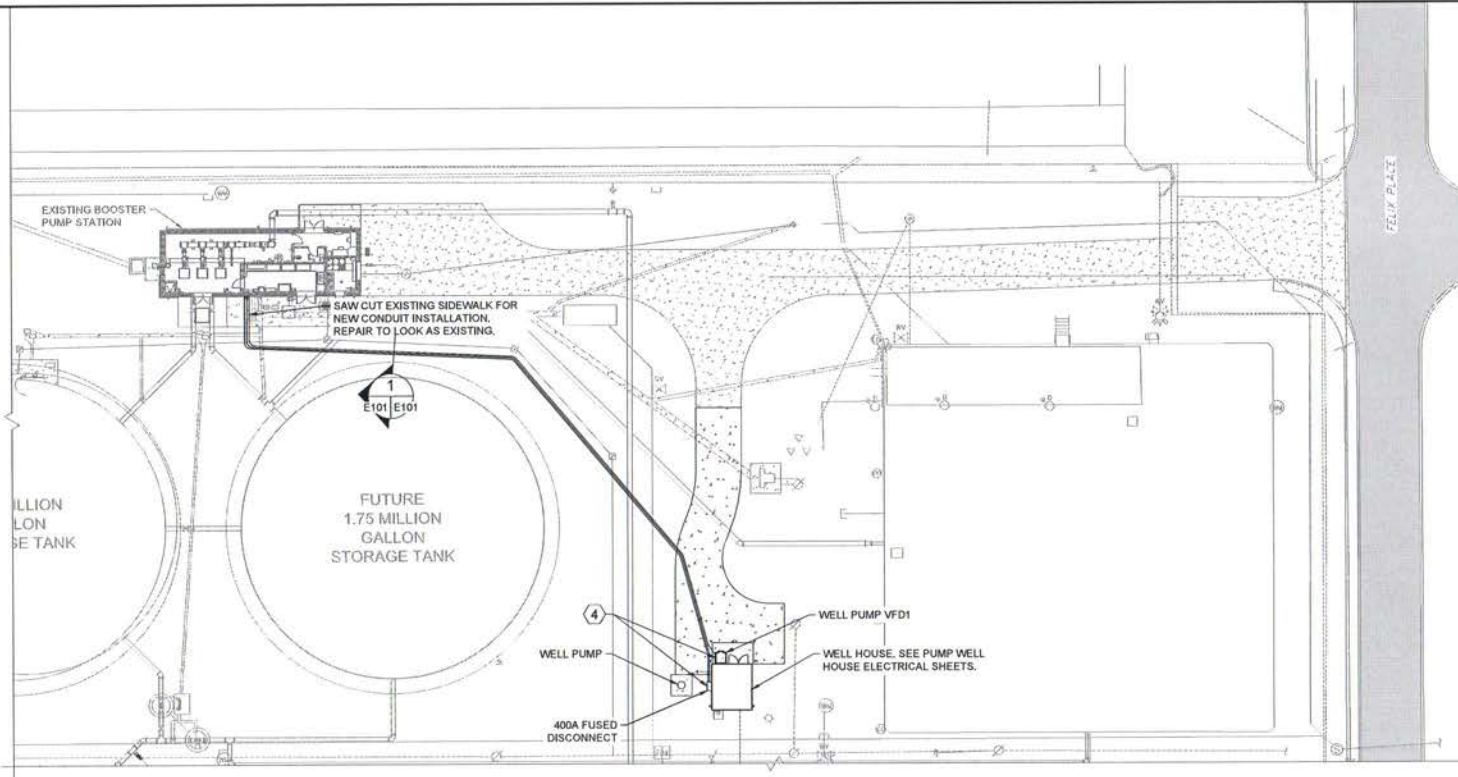
CHANGE ORDER 5 SUMMARY

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Original Contract Amount (Including Contingency Items)	\$	5,066,850.00	
Change Order 1	\$	3,261.38	
Change Order 2	\$	180,484.20	
Change Order 3	\$	22,521.15	
Change Order 4	\$	-	
CONTRACT PRICE PRIOR TO CHANGE ORDER 5	\$	5,273,116.73	(1)
Contract Amount for Contingency Concrete Paving	\$	4,250.00	
Contract Amount for Contingency Over Excavation	\$	69,600.00	
Contract Amount for Contingency Granular Backfill	\$	99,000.00	
TOTAL CONTRACT AMOUNT FOR CONTINENGY ITEMS	\$	172,850.00	(2)
<u>Contingency Items Installed Quantities</u>			
Actual Qty	Contract Rate	Amended Amount	
-	\$ 85.00	\$ -	
3,666	\$ 12.00	\$ 43,992.00	
2,136	\$ 55.00	\$ 117,480.00	
TOTAL INSTALLED AMOUNT FOR CONTINGENCY ITEMS	\$	161,472.00	(3)
RECONCILIATION OF CONTINGENCY ITEMS	\$	(11,378.00)	(4) = (3) - (2)
Downey's Proposal for Add Power to Sump Pump	\$	2,152.62	
Extension of Power to Groundwater Well	\$	99,500.00	
Total Additional Electrical Work	\$	101,652.62	(5)
TOTAL CHANGE	\$	90,274.62	(6) = (4) + (5)
REVISED CONTRACT AMOUNT	\$	5,363,391.35	(7) = (1) + (6)



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 Plot Date: 3/18/2024, 3:30 PM, User: SAH, Title: SAH.dwg



**ELECTRICAL SITE PLAN**  
 SCALE: 1" = 20'

PROJECT NORTH

- KEYNOTES:**
- 1 (3-PAIR STP+3-PAIR STP SPARE) 1" C, SIGNAL FROM 20PLC01 IN EXISTING BOOSTER PUMP STATION TO VFD1.
  - 2 (6-#14+#14G+6-#14 SPARE) 1" C, CONTROL FROM 20PLC01 IN EXISTING BOOSTER PUMP STATION TO VFD1.
  - 3 (3-#500+#3G) 4" C, 480VAC POWER FROM EXISTING 20DP01 TO NEW WELL HOUSE 400A FUSED DISCONNECT.
  - 4 ELECTRICAL CONTRACTOR TO COORDINATE WITH WELL HOUSE INSTALLATION CONTRACTOR FOR EXACT STUB-UP LOCATIONS OF CONDUITS.

**GENERAL NOTES:**

1. DUCT BANK SHOWN, INDICATE CONCEPTUAL ROUTING FOR ANTICIPATED ELECTRICAL DUCT. COORDINATE THE INSTALLATION AND LOCATIONS OF NEW DUCT BANKS WITH OWNER AND ENGINEER PRIOR TO CONSTRUCTION.
2. PROVIDE PULLBOXES AS REQUIRED FOR A WORKABLE INSTALLATION.
3. ALL PULL BOXES SHALL BE APPROPRIATELY SIZED BY THE CONTRACTOR AS REQUIRED BY THE NUMBER OF CONDUITS IN THE DUCT BANK FOR A WORKABLE INSTALLATION WITH MINIMUM SIZES AS INDICATED WITHIN THE DETAILS.
4. ELECTRICAL CONTRACTOR SHALL LOCATE ANY UTILITIES, PIPES, CONDUITS, AND CABLES THAT RUN THROUGH THE PROJECT AREA PRIOR TO CONSTRUCTION. COORDINATE WITH ENGINEER CONCERNING ANY FINDINGS, CUTTING OR DAMAGING OF ANY OF THE AFOREMENTIONED ITEMS SHALL BE REPAIRED AT NO COST TO THE OWNER.
5. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND INSTALLING CONDUIT AND PULLING CONDUCTORS FROM BOOSTER PUMP STATION TO WELL HOUSE. SEE KEYNOTE #4. THE ELECTRICAL CONTRACTOR TO PULL CONDUCTORS AFTER THE WELL HOUSE ELECTRICAL EQUIPMENT AS BEEN SET. THE WELL HOUSE INSTALLATION CONTRACTOR TO MAKE ALL CONNECTIONS AT WELL HOUSE LOCATION.



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OK CDA # 4193  
 EXPIRES 06/30/2024

1016 24th Avenue NW  
 Norman, OK 73069  
 (405) 326-2555



Digitally Signed [S:1802024]

REV.	DATE	DESCRIPTION

MIDWEST CITY, OKLAHOMA

**BOOSTER PUMP STATION AND STORAGE TANK RECONSTRUCTION**

**ELECTRICAL SITE PLAN**

JOB NO.: 19W02410  
 DATE: MARCH 2024  
 DESIGNED BY: SAH  
 DRAWN BY: SAH

SCALE: AS SHOWN OR OTHERWISE NOTED

IF NOT ONE INCH ON THIS SHEET, ALSO TO SCALE ACCORDING TO DRAWING NUMBER

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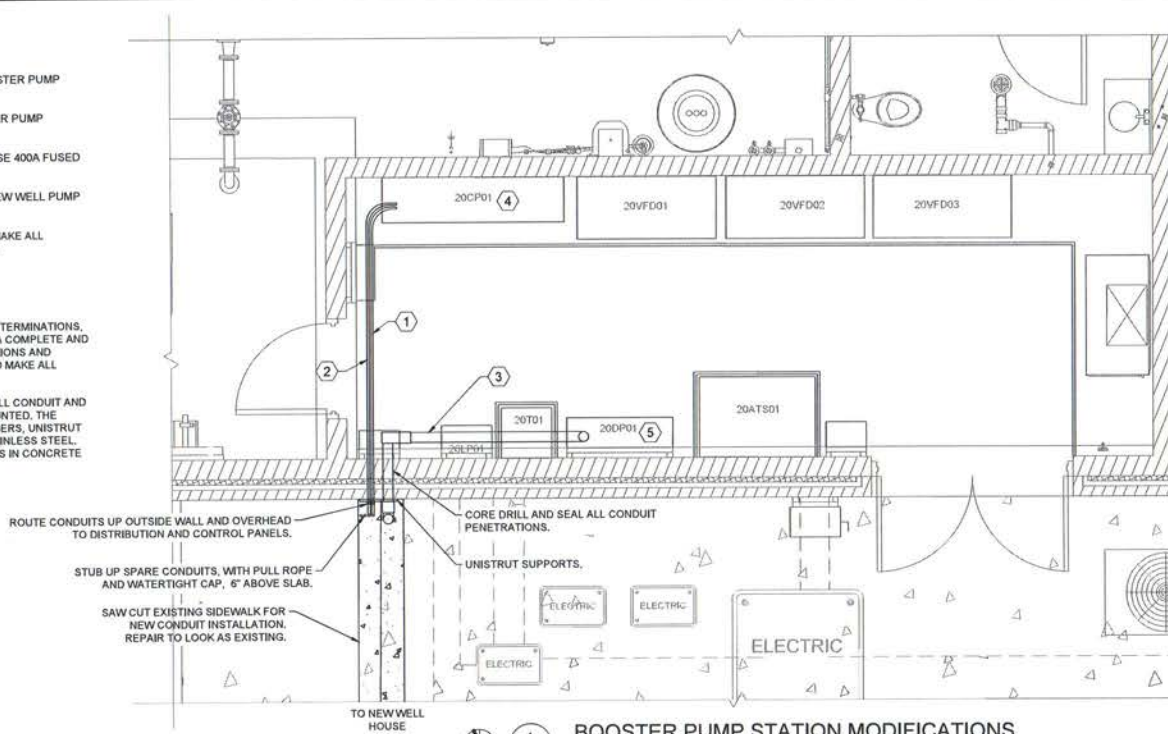
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**KEYNOTES:**

- 1 (3-PAIR STP+3-PAIR STP SPARE) 1" C. SIGNAL FROM 20PLC01 IN EXISTING BOOSTER PUMP STATION TO WELL HOUSE VFD1 LOCATION.
- 2 (6-#14+#14G+6-#14 SPARE) 1" C. CONTROL FROM 20PLC01 IN EXISTING BOOSTER PUMP STATION TO WELL HOUSE VFD1 LOCATION.
- 3 (3-#500+#30) 4" C. 480VAC POWER FROM EXISTING 20DP01 TO NEW WELL HOUSE 400A FUSED DISCONNECT LOCATION.
- 4 MAKE ALL REQUIRED PLC PANEL MODIFICATIONS, AND CONNECTIONS FOR NEW WELL PUMP CONTROL AND I/O.
- 5 INSTALL NEW 400A/3P BREAKER IN EXISTING DISTRIBUTION PANEL 20DP01 AND MAKE ALL REQUIRED CONNECTIONS. 20DP01 IS A 800A/480VAC SQUARE D I-LINE MB PANEL.

**GENERAL NOTES:**

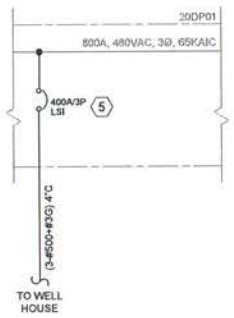
1. THE ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, WIRING, TERMINATIONS, CONTROL RELAYS, CONTROL ENCLOSURES AND OTHER ITEMS AS NECESSARY FOR A COMPLETE AND FUNCTIONAL WELL PUMP ADDITION. CONTRACTOR SHALL REFER TO THE SPECIFICATIONS AND OTHER SECTIONS OF THE PLANS FOR ITEMS AS MAY BE REQUIRED. CONTRACTOR TO MAKE ALL REQUIRED CONNECTIONS WITHIN THE BOOSTER PUMP STATION.
2. UNLESS OTHERWISE NOTED, ALL INTERIOR CONDUIT SHALL BE ROUTED EXPOSED. ALL CONDUIT AND PORTIONS OF THE CONDUIT SYSTEM FOR THIS STRUCTURE SHALL BE SURFACE MOUNTED. THE CONDUIT SYSTEM SHALL BE GALVANIZED RIGID STEEL. ALL BOXES, SUPPORTS, HANGERS, UNISTRUT AND ALL OTHER PORTIONS OF THE CONDUIT SYSTEM SHALL BE GALVANIZED OR STAINLESS STEEL. ALL BELOW GRADE CONDUIT SHALL BE SCHEDULE 40 PVC WITH GALVANIZED ELBOWS IN CONCRETE DUCT BANK.



**BOOSTER PUMP STATION MODIFICATIONS**  
SCALE: 1" = 20'

20PLC01 I/O LIST ADDITIONS			
I/O TYPE	UNITS	DESCRIPTION	SOURCE / DESTINATION
DI	120VAC	WELL PUMP RUNNING	10VFD1
		WELL PUMP LOW/HIGH IN REMOTE	10VFD1
		WELL PUMP VFD FAULT	10VFD1
DO	N.O. RELAY	WELL PUMP RUN COMMAND	10VFD1
AI	4-20MA	WELL PUMP SPEED FEEDBACK FLOW RATE	10VFD1
AO	4-20MA	WELL PUMP SPEED SETPOINT	10VFD1

**EXISTING 20PLC1 I/O ADDITIONS**  
SCALE: NONE



**EXISTING 20DP01 MODIFICATION**  
SCALE: NONE



**BOOSTER PUMP STATION EXTERIOR**  
SCALE: NONE

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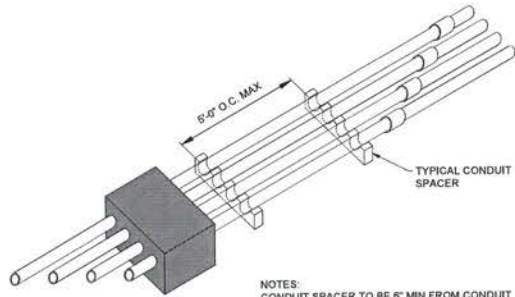
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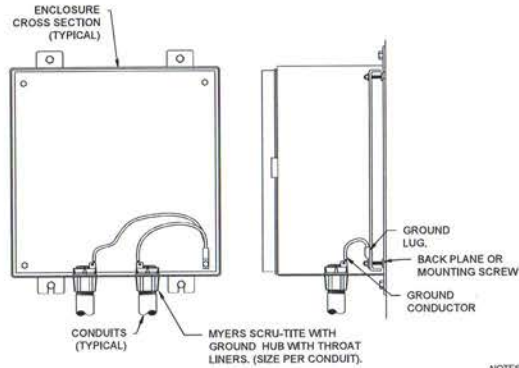
REV.	DATE	DESCRIPTION

BY:   
 DESCRIPTION:   
 DATE:   
 MIDWEST CITY, OKLAHOMA  
 BOOSTER PUMP STATION AND STORAGE TANK RECONSTRUCTION  
 BOOSTER PUMP STATION MODIFICATIONS  
 JOB NO.: 19W02410  
 DATE: MARCH 2024  
 DESIGNED BY: SAH  
 DRAWN BY: SAH  
 SAH IS ONE THIRD OF ORIGINAL DRAWING  
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 DRAWING NUMBER  
**E102**  
 SHEET NUMBER  
**002**



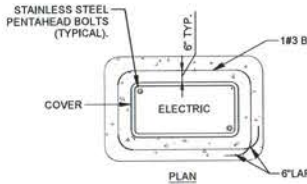
NOTES:  
 CONDUIT SPACER TO BE 6" MIN FROM CONDUIT COUPLINGS.  
 TYPICAL DUCTBANK COUPLINGS SHALL BE SPACED AT 6" MIN. INTERVALS.

5 TYPICAL DUCTBANK SPACING AND COUPLING DETAIL  
 E103 SCALE: NOT TO SCALE



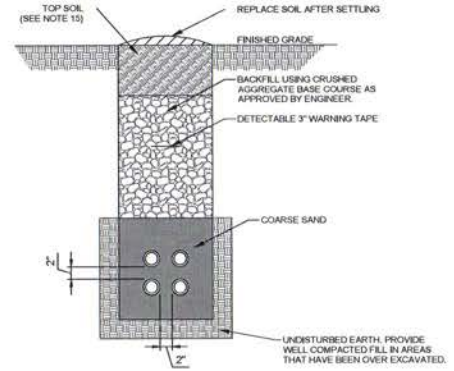
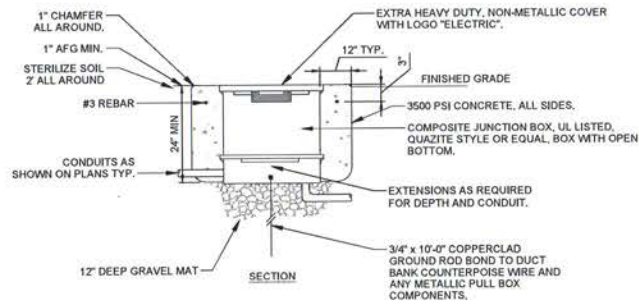
NOTES:  
 1. ALL SERVICE, FEEDER AND CONTROL CONDUITS SHALL BE GROUNDED ON BOTH ENDS.

3 CONDUIT GROUNDING DETAIL  
 E103 SCALE: NOT TO SCALE



NOTES:  
 1. UL LISTED PULLBOX AND EXTRA HEAVY-DUTY COVER SHALL BE DESIGNED FOR A TEST LOAD OF 33,750 LBS AND A DESIGN LOAD OF 22,500 LBS.  
 2. PULLBOX INTERIOR DIMENSIONS SHALL BE AS REQUIRED FOR NUMBER OF CONDUITS.  
 3. PROVIDE MINIMUM 3' SLACK CABLE LOOP FOR EACH CABLE.  
 4. COLOR CODE, TAG AND IDENTIFY ALL CABLES IN UL LISTED PULLBOX.  
 5. EXACT LOCATION OF EACH UL LISTED PULLBOX SHALL BE APPROVED BY THE OWNER AND ENGINEER.

4 ELECTRICAL PULL BOX DETAIL  
 E103 SCALE: NOT TO SCALE



NOTES:  
 1. CONTRACTOR SHALL STAKE THE DUCT INSTALLATION IN PLAN AND ELEVATION FOR NEW ELECTRICAL DUCTS TO AVOID EXISTING UTILITIES. STAKING PLAN SHALL BE APPROVED BY OWNER AND ENGINEER PRIOR TO WORK.  
 2. CONTRACTOR SHALL ADJUST THE DEPTH OF THE ELECTRICAL DUCTS AS REQUIRED TO MAINTAIN THE MINIMUM COVER REQUIREMENT INDICATED AND AVOID EXISTING UTILITIES.  
 3. SIMILAR CONSTRUCTION FOR OTHER DUCT SIZES. SEE ELECTRICAL PLAN SHEETS FOR QUANTITY AND SIZES.  
 4. INSTALL DUCT CONDUIT SUPPORTS AT 5'-0" O.C. MAXIMUM SPACING. UTILIZE LOCKING COLLARS OR HOLD DOWN BARS WITH ANCHORS TO PREVENT DUCT FLUTTERING. (TYPICAL ALL DUCTS).  
 5. OFFSETS AND BENDS OVER 10 DEGREES AND ELBOWS IN PVC CONDUIT RUNS SHALL BE GALVANIZED RIGID STEEL.  
 6. NO PVC SHALL EMERGE FROM THE GROUND OR CONCRETE SLAB OR ENCASEMENT. PVC SHALL CONVERT TO GALVANIZED RIGID STEEL CONDUIT PRIOR TO ITS EMERGENCE UNLESS NOTED OTHERWISE.  
 7. SPARE GALVANIZED RIGID STEEL CONDUITS SHALL STUB UP 6" ABOVE FINISHED GRADE OR CONCRETE PAD SURFACE AND BE CAPPED WATERTIGHT.  
 8. INSTALL CONDUCTORS AND CABLES AS NOTED ON DRAWINGS. INSTALL PULL ROPE IN ALL SPARE DUCTS. PROVIDE A MINIMUM OF 1 SPARE CONDUIT IN EACH DUCT BANK. SEE GENERAL NOTES.  
 9. MINIMUM COVER REQUIREMENT FOR DUCT BANKS UNDER ROADS, DRIVEWAYS AND PARKING LOTS SHALL BE 24".  
 10. MINIMUM COVER REQUIREMENTS FOR ELECTRICAL SECONDARY SERVICE DUCT BANKS SHALL BE 30".  
 11. MINIMUM COVER REQUIREMENTS FOR MEDIUM VOLTAGE DUCT BANKS SHALL BE 36".  
 12. FOR DUCT BANKS INSTALLED IN EXISTING ASPHALT OR CONCRETE DRIVES, COVER WITH MATCHING MATERIAL TYPE AND THICKNESS.

1 DUCT BANK DETAIL  
 E103 SCALE: NOT TO SCALE



NOTES:  
 1. POWER MARKING TAPES SHALL BE DETECTABLE TYPE CONSTRUCTION WITH RED BACKGROUND AND BLACK LETTERING.  
 2. TAPE SHALL BE DETECTABLE, DURABLE, HIGHLY VISIBLE, RESISTANT TO ELEMENTS, MEETING AND/OR EXCEEDING ALL INDUSTRY STANDARDS.

2 UNDERGROUND DETECTABLE WARNING TAPE DETAIL  
 E103 SCALE: NOT TO SCALE

FILE: L:\020220\020223 - Midwest City Booster Pump Station\020223\020223.dwg, 11:48 AM, 3/14/2024, 2:26 PM, last saved by: SAH/ahy  
 USER: SAH/ahy, COUNTRY: USA, PLOT: 1:1, 3/14/2024, 2:27 PM, 320x450, 50%  
 PLOTTABLE: 1:1, 3/14/2024, 2:27 PM, 320x450, 50%

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CK CCA # 4193  
 EXPIRES 06/30/2024  
 1016 24th Avenue NW  
 Norman, OK 73069  
 (405) 329-2555

Digitaly Signed 03/19/2024

REV.	DATE	DESCRIPTION

MIDWEST CITY  
 MIDWEST CITY, OKLAHOMA

BOOSTER PUMP STATION AND STORAGE TANK RECONSTRUCTION

ELECTRICAL DETAILS

JOB NO. 19W02410  
 DATE: MARCH 2024  
 DESIGNED BY: SAH  
 DRAWN BY: SAH  
 DATE TO BE USED ON ORIGINAL DRAWING: 3/14/2024  
 IF NOT ONE EACH ON THIS SHEET, ADJUST SHEET ACCORDINGLY

DRAWING NUMBER  
**E103**

SHEET NUMBER  
**003**



**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: May 28th, 2024

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055231120 from the State Department of Environmental Quality for the N.E. 23rd Street waterline extension from Spencer Road to Douglas Boulevard, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055231120 for the construction of 2042 linear feet of twelve (12) inch PVC potable water line to serve the N.E. 23rd Street corridor, Midwest City, Oklahoma.

Patrick Menefee, P.E.,  
City Engineer  
Attachment

March 26, 2024

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

Re: Permit No. WL000055231120  
23rd St Watermain Extension  
Facility No. 1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055231120 for the construction of 2,042 linear feet of twelve (12) inch PVC potable water line and all appurtenances to serve the 23rd St Watermain Extension, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on March 26, 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,



Magen Kegley, E.I.  
Construction Permit Section  
Water Quality Division

MK/RC/md

Enclosure

c: Zachary McIntosh, Regional Manager, DEQ  
OKLAHOMA CITY DEQ OFFICE  
Brandon Wall, PE, Wall Engineering, LLC

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PERMIT No. WL000055231120

WATER LINES

FACILITY No. 1020806

**PERMIT TO CONSTRUCT**

March 26, 2024

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 2,042 linear feet of twelve (12) inch PVC potable water line and all appurtenances to serve the 23rd St Watermain Extension, located in Section 26, Township 12 South, Range 2 West, Oklahoma County, Oklahoma, in accordance with the plans approved March 26, 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 3,000 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

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PERMIT No. WL000055231120

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



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

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

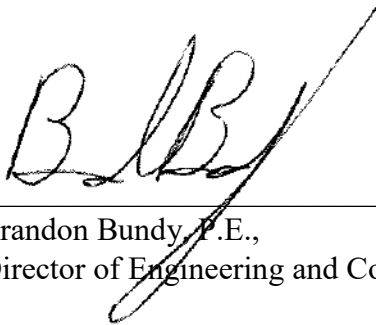
DATE : May 28, 2024

SUBJECT : Discussion, consideration, and possible action of approving Change Order #05 with the Oklahoma Department of Transportation for STP-255D(479)AG, State Job Number 33124(04), Reno Avenue resurfacing project for **\$0.00**.

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The attached change order is for the Reno Avenue resurfacing project that was completed Spring 2023. This change order is to change the coding of a specific pay item, Unclassified Excavation, during the project close out process with ODOT.

No City funds are obligated as part of this action.



---

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

Attachment



**Oklahoma Department of Transportation  
Change Order**

<b>Contract ID</b>	220044	<b>Primary County</b>	OKLAHOMA	<b>Primary PCN</b>	33124(04)
<b>Change Order Nbr</b>	005	<b>Project</b>	STP-255D(479)AG		
<b>Contract Description</b>	GRADE, DRAIN, SURFACE, AND BRIDGE CITY STREET (EAST RENO AVENUE): FROM MIDWEST BOULEVARD, EXTEND EAST IN MIDWEST CITY. PROJECT LENGTH = 1.214 MILES				
<b>Change Order Type</b>	SUPPLEMENTAL AGREEMENT				
<b>Zero Dollar Change Order</b>	YES			<b>Status</b>	Pending

**General Change Order Description(s):** This change order modifies Line Item 0020-Unclassified Excavation from being measured in the field to pay plan quantity. The contractor and the Department have agreed on the quantity specified in the plans. Instead of providing specific areas where different excavations took place, we request that item 0020 be changed to pay plan quantity. This change order will not incur any additional costs.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
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**TOTAL VALUE FOR CHANGE ORDER 005 : \$0.00**

**Contract Time Adjustments**

*No contract time adjustments are associated with this change order.*

<b>Contract ID</b>	220044	<b>Primary County</b>	OKLAHOMA	<b>Primary PCN</b>	33124(04)
<b>Change Order Nbr</b>	005	<b>Project</b>	STP-255D(479)AG		

**Prime Contractor's Section**

As the duly authorized representative of SAC Services, Inc., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

*Arturo Martinez*  
Signature

Arturo Martinez

Name(Printed)

President

Company Title

Subscribed and sworn before me this 13 day of May year of 2024

My commission expires June 30, 2025

*Paty Martinez*  
Notary Public

Notary Public

090054224

Commission Number

**Oklahoma Department of Transportation Section**

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

P.E. Seal

**Residency Administration(R)**  
**Field Division Administration(R)**  
**Construction Administration(R)**  
**Central Office Administration(R)**

**Department Personnel**  
Brooks, Jonathan  
January, Trenton  
McIntosh, Derek Lee  
Leonard, John B.

**Approval Date**

Signature

<b>Contract ID</b>	220044	<b>Primary County</b>	OKLAHOMA	<b>Primary PCN</b>	33124(04)
<b>Change Order Nbr</b>	005	<b>Project</b>	STP-255D(479)AG		

**Local Government Section**

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

\_\_\_\_\_  
*City/County Official*

\_\_\_\_\_  
*Date Acknowledged*



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: May 28, 2024

RE: Discussion, consideration, and possible action of the City Council to approve and execute the Amended and Restated Hospital Sublease and Lease Agreement between the Midwest City Memorial Hospital Authority and SSM Health Care of Oklahoma, authorizing the Mayor and City Clerk to sign the Agreement evidencing such approval, and authorizing the Mayor and City Clerk to sign all other necessary documents prudent and necessary to close this transaction for the renovations to the Midwest City Hospital. (D. Maisch – City Attorney).

---

The Hospital Authority and SSM originally agreed to \$50,000,000.00 of renovations to the Midwest City Hospital after SSM took over from CHS. The original agreement has SSM expending \$30,000,000.00 for renovations, with the Memorial Hospital Authority expending \$20,000,000.00. The original agreement included a process (including what the monies could be used for and approval by a representative for the Hospital Authority for said expenditure) for the expenditure of the \$20,000,000.00 provided from the Midwest City Memorial Hospital Authority. Initially, SSM expended certain funds on certain renovation work and requested that portions of the \$20,000,000.00 be used for the renovation work. Issues arose around the process that was followed by SSM for the expenditure reimbursement request.

This Amendment and Restatement does not change the \$20,000,000.00 dollar amount, there are no additional funds allocated to the project. Additionally, the Amendment and Restatement does not change the process to be used for the approval of the expenditures to be applied to the \$20,000,000.00.

The Amendment and Restatement recognizes that \$10,469,069.90 of the previous expenditures by SSM could have been approved. The Amendment and Restatement specifically approves these expenditures. Additionally, the Amendment and Restatement is adding additional categories of renovations that can be applied to the \$20,000,000.00. These changes are contained in Section 13 (Landlord's Obligations) of the Amendment and Restatement, specifically Section 13.02.

Respectfully submitted,

Donald D. Maisch  
City Attorney

**AMENDED AND RESTATED HOSPITAL SUBLEASE AND LEASE AGREEMENT**

THIS AMENDED AND RESTATED HOSPITAL SUBLEASE AND LEASE AGREEMENT (this "Lease") is made, entered into, and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust ("Landlord"), and SSM HEALTH CARE OF OKLAHOMA, INC., an Oklahoma not for profit corporation ("Tenant").

WITNESSETH:

WHEREAS, the City of Midwest City, a municipal corporation, as lessor, and Landlord, as lessee, are parties to that certain Amended Lease Agreement dated October 8, 1963, recorded at Book 2967, beginning on Page 250 of the records of the Oklahoma County Clerk, which was amended by that certain Amendment to Lease dated June 12, 1984, recorded at Book 5247, beginning on Page 971 of the records of the Oklahoma County Clerk, as further amended by that certain Amendment to Lease dated April 23, 1996, recorded at Book 6899, beginning on Page 2196 of the records of the Oklahoma County Clerk, and as further amended by that certain Second Amendment to Lease Agreement dated March 24, 2009, recorded at Book 11063, beginning on Page 1811 of the records of the Oklahoma County Clerk, (collectively, the "Prime Lease"), wherein the City leased to Landlord the Midwest City Regional Hospital (n/k/a Midwest Regional Medical Center) and certain other interests in and property used in connection therewith, including the land described on Exhibit A attached hereto and all improvements thereon (collectively, the "Subleased Premises"), all as more particularly described in such Prime Lease, a copy of which is attached hereto as Schedule 1; and

WHEREAS, Landlord is the owner of that certain tract of land described on Exhibit B attached hereto and all improvements thereon (collectively, the "Leased Premises" and, together with the Subleased Premises, the "Premises"); and

WHEREAS, Landlord and Tenant entered into to the Hospital Sublease and Lease Agreement effective as of April 1, 2021 to lease and sublease the Premises, upon the terms and conditions set for therein; and

WHEREAS, the City agreed to the Joinder of Midwest City, attached hereto and incorporated as a part hereof; and

WHEREAS, Landlord and Tenant now seek to, among other things, amend and restate the Hospital Sublease and Lease Agreement to provide a different and equitable distribution of the initial work and investment to be provided by Landlord and Tenant.

NOW, THEREFORE, FOR Ten Dollars (\$10.00) paid by Tenant to Landlord, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to an amended and restated Hospital Sublease and Lease Agreement as follows:

ARTICLE I  
DEFINITIONS AND CONSTRUCTION

1.01 Defined Terms. In addition to the terms defined in the other provisions of this Lease, the following terms shall have the meanings ascribed to them in this Section:

(i) "Affiliate" means, with respect to any party, all Persons (defined below) that, directly or indirectly, own or control, are owned or controlled by, or are under common ownership or control with such party. As used in the preceding sentence, the terms "control", "controlled by" and "under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(ii) "Alterations" means any alterations, additions, changes or improvements to the Premises.

(iii) "Alterations Threshold Amount" initially means an amount equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00); provided, on each January 1 during the Term, the then Alterations Threshold Amount shall be increased by the percentage increase in the CPI Index (defined below) during the immediately preceding twelve (12) months.

(iv) "Annual Rent" shall have the meaning ascribed to it in Section 4.01.

(v) "Applicable Laws" means all applicable governmental laws, statutes, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted, including but not limited to the Oklahoma Open Records Act.

(vi) "Business Days" means Monday through Friday, excluding holidays on which national banking associations are authorized to be closed in Oklahoma.

(vii) "City" means the City of Midwest City, Oklahoma, an Oklahoma municipal corporation.

(viii) "CPI Index" means the Consumer Price Index for All Urban Consumers (1982-1984 = 100), U.S. City Average - "All Items Less Food and Energy" published by the Bureau of Labor Statistics of the United States Department of Labor; provided, however, if such index is discontinued, Tenant shall choose a comparable method for measuring the relative purchasing power of the dollar that is acceptable to Landlord, in its reasonable judgment, and the same shall be substituted for such index and shall be the "CPI Index" thereafter.

(ix) "Commencement Date" shall mean April 1, 2021 at 12:01 AM, CST.

(x) "Escrow Agent" shall have the meaning ascribed to it in Section 13.02.

(xi) "Escrow Agreement" means that certain Escrow Agreement entered into between Landlord, Tenant and Escrow Agent, as described in Section 13.02.

(xii) “Escrowed Funds” shall have the meaning ascribed to it in Section 13.02.

(xiii) “Event of Force Majeure” means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, lightning, fire, casualty, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by court order, or other occurrence beyond the reasonable control of the party in question; provided, however, Landlord’s or Tenant’s lack of funds shall not constitute an Event of Force Majeure.

(xiv) “Excluded Person” shall mean a health care provider who has been identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (“EPLS”, located at <http://www.sam.gov/>) by designation of the U.S. Department of Health and Human Services (or its successor agency) or other federal agency declaring that the Person is excluded from receiving Federal contracts or certain types of Federal financial and nonfinancial assistance and benefits in any federal health care program including Medicare, Medicaid, CHAMPUS, and any other plan or program that provides health benefits, either directly or through insurance, or otherwise is funded directly in whole or in part by the United States government or a state health care program.

(xv) “Existing Hazardous Substances” means any Hazardous Substances located on or about the Premises as of the Commencement Date in quantities or conditions that violate Applicable Laws or that require investigation, monitoring, clean-up, remediation or abatement under Applicable Laws.

(xvi) “Expansion Premises” shall have the meaning ascribed to it in Section 8.03.

(xvii) “Extension Option” shall have the meaning ascribed to in Section 3.04.

(xviii) “Hazardous Substances” means all hazardous or toxic substances, materials, wastes, pollutants and contaminants, biomedical waste, that are now or hereafter listed, defined or regulated under Applicable Laws pertaining to the protection of human health or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Emergency Planning and Community Right To Know Act, 42 U.S.C. §§ 11001 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Clean Water Act, 33 U.S.C. §§ 2701 et seq., and the environmental laws of the State of Oklahoma, as the same may be amended. For purposes hereof, “Hazardous Substances” shall include Medical Waste.

(xix) “Hospital” shall mean the eight-story building containing approximately 425,000 square feet located on the Land and related improvements forming a part of the Premises, as the same is modified, from time to time.

(xx) “Initial Term” shall have the meaning ascribed to it in Section 3.01.

(xxi) “Initial Work” shall have the meaning ascribed to it in Section 13.02.

(xxii) “Land” means those parcels of real estate located in Midwest City, Oklahoma, which are described on Exhibit A and Exhibit B attached hereto.

(xxiii) “Landlord Representative” means the General Manager of the Midwest City Memorial Hospital Authority.

(xxiv) “Lease Year” means each of the consecutive twelve-month periods beginning as the first full calendar month following the Commencement Date, provided that the first Lease Year shall also include the remainder of the month in which the Lease commences if this Lease does not commence on the first of the month.

(xxv) “Mechanical Systems” means the mechanical, electrical, plumbing, heating, air conditioning, sprinkler, fire protection and other building systems serving the Premises.

(xxvi) “Medical District” means the area immediately surrounding the Hospital, all located in Midwest City, Oklahoma, as shown on the attached Schedule 2.

(xxvii) “Medical Waste” means (A) pathological waste, (B) blood, (C) sharps, and (D) wastes from medical procedures contaminated with blood, excretions, secretions, or tissue or other “biomedical waste” regulated under Oklahoma law.

(xxviii) “Permitted Exceptions” means (i) those encumbrances described on Exhibit C, (ii) title encumbrances caused by Tenant, (iii) reasonable utility easements, and (iv) any encumbrances approved by Tenant, in writing, or caused by Tenant’s affirmative acts.

(xxix) “Permitted Uses” means any or all of the following purposes and uses incidental thereto: (i) the operation of a general acute inpatient hospital, including administrative related services, and the provision of medical services and activities related thereto, including, without limitation, (A) diagnostic and treatment services, tests and procedures by physicians and other health care professionals, (B) medical imaging, including, without limitation, the operation of CT scanners, MRIs, X-Rays and other imaging equipment, (C) the operation of a medical clinic, (D) laboratory, (E) the provision of occupational therapy, physical therapy, speech therapy, respiratory therapy and wellness services, (F) food service, (G) retail sales, including, without limitation, the sale of durable medical products and other health care related products, (H) pharmacy; (ii) parking related to the foregoing.

(xxx) “Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution or entity, including, without limitation, any governmental body, agency or department.

(xxxi) “Premises” shall have the meaning ascribed to it in the Recitals.

(xxxii) “Prime Lease” shall have the meaning ascribed to it in the Recitals.



(xxxiii) "Property Taxes" means any form of real estate tax or assessment or service payments in lieu thereof, any license fee, commercial rental tax, or other similar charge or tax (other than inheritance, personal income, estate, franchise, transfer, excise, gift or capital gains taxes) imposed upon the Premises by any governmental authority having the power to so charge or tax.

(xxxiv) "Renewal Notice" shall have the meaning ascribed to it Section 3.04.

(xxxv) "Renewal Period" shall have the meaning ascribed to it Section 3.04.

(xxxvi) "Rent" means the Annual Rent, additional rent, and other sums that Tenant is required to pay Landlord under this Lease.

(xxxvii) "Required Services" means the operation of a general, inpatient acute care hospital with at least 200 licensed inpatient beds, a 24-hour emergency department, cardiology (including a cath lab), and endoscopy services, as well as maintain the Hospital's Emergency Medical Services Operations, on substantially the same terms and conditions and to the same service areas as currently in effect, with at least two ambulances dedicated to Midwest City, and at least three additional ambulances to cover the remaining service area. With Landlord's prior written consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may assign and/or transfer the obligations relating to Emergency Medical Services Operations hereunder to another person, provided such assignment or transfer shall not release Tenant from its obligations hereunder. Failure to provide the Required Services shall be a material default hereunder provided any applicable notice and cure periods have expired.

(xxxviii) "RWC" means the building located at 238 N. Midwest Boulevard, Midwest City, which is known as the Renaissance Women's Center.

(xxxix) "Structural Support" means the structural elements of the Hospital, including, without limitation, exterior walls, roof, elevator shafts, footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams.

(xl) "Tangible Personalty" shall have the meaning ascribed to it in Section 4.02.

(xli) "Tenant Default" shall have the meaning ascribed to it in Section 14.01.

(xlii) "Tenant's Initial Investment" shall have the meaning ascribed to it in Section 4.02.

(xliii) "Tenant Liens" shall have the meaning ascribed to it in Section 8.02.

(xliv) "Tenant's Signs" shall have the meaning ascribed to it in Section 5.04.

(xlv) “Term” means the period of time this Lease is in effect, including the Initial Term and the Renewal Periods, if any, as the same may be extended pursuant to the terms of this Lease or any other written agreement entered into by Landlord and Tenant.

(xlvi) “Triggering Event” means any of the following: (a) an annual operating loss of Five Million Dollars (\$5,000,000) or more from Hospital operations for any three of five consecutive calendar years (excluding the first calendar year of operations) during the Term; (b) permanent closure of the Tinker Air Force Base, or (c) a material uncured breach by the Landlord and/or the City under the Lease. In addition, Tenant will have a one-time right to terminate the Lease if it determines, within 30 days after Tenant’s certification to Landlord that Tenant has completed its Thirty Million Dollar (\$30,000,000) investment in the Hospital as contemplated in Section 4.02 hereof, that the City and/or Landlord has not met its obligations concerning the Revitalization Plan as described in Section 13.01 or has not established the Medical District. For purposes of clarity, the parties acknowledge that the Triggering Event itself may occur prior to the fifth anniversary of the Commencement Date; provided however, such termination may not be effectuated by Tenant until after such fifth anniversary. If Tenant elects to exercise the early termination option, it must provide Landlord at least one (1) year notice of the intent to terminate.

1.02 Construction. Whenever the context may require, any pronoun used in this Lease shall include the masculine, feminine and neuter forms. All references to articles, sections and paragraphs shall be deemed references to the articles, sections and paragraphs of this Lease, unless the context shall indicate otherwise. The terms “hereof,” “hereunder,” “herein” and similar expressions refer to this Lease as a whole and not to any particular article, section or paragraph. The titles of the articles, sections and paragraphs of this Lease are for convenience only and shall not affect the meaning of any provision hereof. Landlord and Tenant have agreed to the particular language of this Lease, and any question regarding the meaning of this Lease shall not be resolved by a rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. FOR PURPOSES OF THIS LEASE, TIME SHALL BE CONSIDERED OF THE ESSENCE.

## ARTICLE II DEMISE

2.01 Demise. Landlord hereby leases and subleases, as applicable, the Premises to Tenant, and Tenant hereby leases and subleases, as applicable, the Premises from Landlord, upon the terms and conditions set forth in this Lease. To the extent there is any personal property of Landlord located on the Premises as of the Commencement Date, such personal property shall be leased by Landlord to Tenant upon the terms and conditions set forth in this Lease.

## ARTICLE III TERM

3.01 Term. Subject to the other provisions hereof, the term of this Lease shall commence on the Commencement Date and expire at 11:59 p.m. EST on the last day of the one hundred eightieth (180<sup>th</sup>) full calendar month after the Commencement Date (the “Initial Term”), unless terminated, renewed or extended in accordance herewith. Upon the Commencement Date of this Lease and provided that all Conditions Precedent are satisfied as contemplated by Article XXIII,

Tenant shall execute, acknowledge and deliver to Landlord the written statement attached hereto as Exhibit D.

3.02 Early Termination Option. Tenant shall have, at any time after the fifth anniversary of the Commencement Date, to exercise its option to terminate the Lease upon the occurrence of a Triggering Event by giving a notice of early termination, which must be provided to Landlord at least one (1) year prior to the selected date of early termination.

3.03 Cooperation upon Termination or Expiration. Upon the termination or expiration of this Lease, Tenant will reasonably cooperate with Landlord in transferring the operations of the Hospital to any subsequent operator selected by Landlord. This cooperation may include, if requested by Landlord, one or more transition services agreements to allow the new operator to treat patients after the expiration or termination of this Lease provided that any such agreements shall be reasonable and customary and mutually agreed upon by Landlord and Tenant. Tenant shall also offer to Landlord the right to purchase any Tangible Personalty located on the Premises and acquired under this Agreement, to the extent transferable by Tenant, at a fair market value purchase price as of the expiration or termination of the Lease.

3.04 Extension Options.

(a) Landlord hereby grants Tenant three (3) extension options (such options being individually referred to as an “Extension Option” and collectively referred to as the “Extension Options”), each of which, if exercised, shall extend the Term of this Lease for an additional five (5) years (each a “Renewal Period”). Tenant may exercise an Extension Option by giving written notice to Landlord at any time during the Term so long as Tenant is not currently in default provided any applicable notice and cure periods have expired, and is in possession of the Premises; and notice is given by Tenant to Landlord by the date that is one (1) year prior to the date the Term is then set to expire (a “Renewal Notice”). If Tenant does not timely exercise the Extension Option, Tenant will cease to have any right to extend the Term pursuant to this Section 3.03.

ARTICLE IV  
RENT

4.01 Annual Rent. From the Commencement Date throughout the Term, Tenant shall pay Landlord an annual rent (the “Annual Rent”) for the Premises in accordance with the terms of this Section 4.01. The Annual Rent shall be comprised of a payment of One Dollar (\$1.00), plus for so long as, and only for the time period that, Tenant is entitled to an exemption from Property Taxes on the Premises for any reason, whether such exemption is premised on the governmental nature of Landlord or the City, or the tax-exempt status of Tenant a payment of One Million Dollars (\$1,000,000) per annum to Landlord. Both Landlord and Tenant shall use commercially reasonable efforts to ensure the Premises remain exempt from Property Taxes, based on exemptions that may be available due to Landlord’s governmental or Tenant’s charitable, tax-exempt status. In the event Property Taxes are assessed on the Premises, and there is no applicable exemption, these shall be the responsibility of the Tenant provided, however, Tenant may take such action to obtain any exceptions from ad valorem taxation that may be available to Tenant on account of its charitable usage of the Premises at that time.

The Annual Rent shall be paid by Tenant on or before December 31<sup>st</sup> of each year during the Term, including any partial year, with the first payment due on December 31, 2021 provided, however, that such Annual Rent shall be prorated for any partial year for which this Lease shall be in effect.

4.02 Tenant's Initial Investment. In addition to Annual Rent, Tenant has invested or committed to an investment of a minimum of Thirty Million Dollars (\$30,000,000) in the Hospital over the time period from the Commencement Date through the date hereof, for major medical equipment purchases, infrastructure improvements and replacements at the Hospital as identified in Exhibit E attached hereto, and the development of new service lines and other such projects as determined by exclusively by Tenant ("Tenant's Initial Investment"). All fixtures (excluding trade fixtures and other tangible personal property (collectively, "Tangible Personalty")) purchased as well as any improvements made to the Premises, as part of the Tenant's Initial Investment shall become part of the Premises and ownership of the same shall transfer to Landlord upon the expiration or termination of this Lease.

4.03 Tangible Personalty. As part of the consideration provided herein for its Required Services, Tenant's Initial Investment, and Tenant's Maintenance and Repair, Tenant may take possession and title to the Tangible Personalty purchased as part of Landlord's Initial Investment (see, Section 13.02) if such Tangible Personalty has a useful life beyond the expiration or termination of the Agreement.

4.04 Operating Expenses. Except as otherwise expressly provided herein, Tenant shall be responsible for all costs and expenses, maintenance, repair, replacement (other than replacement costs that are Landlord's responsibility under this Lease) and operation of the Premises (which includes all corridors, restrooms, lobbies and any other accessible areas in the Premises, all landscaped areas, all parking areas and all other exterior areas) during the Term. Except as otherwise expressly provided for herein, Tenant shall contract directly with any vendor or suppliers providing services to Tenant or the Premises, and shall be responsible for the paying such vendors or suppliers. If requested by Landlord, Tenant agrees to use commercially reasonable efforts to cause any such service contracts that are required to operate the Hospital to be assigned to Landlord or terminated upon expiration or earlier termination of the Term.

4.05 Payment. Except as otherwise expressly provided herein, all Rent shall be paid by Tenant without deduction, demand, notice or offset. Tenant shall deliver all Rent to Landlord at the address specified in Article XX or such other place as Landlord may designate to Tenant by written notice.

4.06 Late Charges. If Tenant fails to pay any installment of Rent due under this Lease within ten (10) days after its due date, then Tenant shall pay Landlord a late charge equal to One Hundred Dollars (\$100.00) for each day between the date such payment was due and the date it is actually paid. The parties agree that the provisions of this Section are commercially reasonable and shall not be deemed (i) a consent by Landlord to late payments, (ii) a penalty, (iii) a waiver of Landlord's right to insist on the timely payment of Rent, or (iv) a waiver or limitation of the rights and remedies available to Landlord on account of the late payment of any Rent.

4.07 Ad Valorem Taxes. Landlord acknowledges that Tenant, as a 501(c)(3) organization, to the extent that Tenant's use of the Premises is exempt from the payment

of ad valorem real property taxes with respect to the Premises, may not be required to pay to certain taxing authorities any ad valorem taxes with respect to the Premises or any personal property used by Tenant in connection with its operations on the Premises. Tenant may apply for, obtain, and maintain an exemption from ad valorem real property taxes with respect to the Premises and, to the extent Tenant obtains and maintains such an exemption, Tenant shall not be required to pay any ad valorem real property taxes with respect to which Tenant is exempt. At Tenant's request and sole expense, Landlord shall cooperate with Tenant's reasonable requests in applying for, obtaining, and maintaining any exemption from ad valorem real property taxes with respect to the Premises. Similarly, Tenant shall be free to apply for any ad valorem tax exemption on any personal property used by Tenant in connection with its operations on the Premises.

## ARTICLE V USE AND OPERATION

5.01 Use. Tenant shall have the right to use the Premises only for the Permitted Uses. In no event will Tenant allow the Premises to be used for any purpose other than the Permitted Uses, unless Tenant obtains Landlord's prior written consent, which consent shall not be unreasonably withheld, qualified or delayed. Tenant shall conduct its operations and activities on the Premises, and maintain and repair the Premises, at all times in material compliance with all Applicable Laws. Tenant shall have the right to contest the enforcement or attempted enforcement of any Applicable Law, in which case Tenant shall not be deemed to have defaulted under or breached this Lease as a result of its failure to comply with any Applicable Law until a final and unappealable court order against Tenant has been entered enforcing the same and the period of time reasonably necessary to effect compliance therewith has passed; provided, Tenant shall indemnify, defend and hold harmless Landlord from and against any claims or associated liabilities (including court costs, litigation expenses and reasonable attorney's fees) resulting from the same. So long as Tenant complies with the provisions of Section 5.01 and the other provisions of this Lease, Tenant shall have the right to expand, modify, reconfigure, relocate, reduce or discontinue its operations in the Premises, from time to time, as Tenant determines appropriate, provided that at all times, Tenant must provide the Required Services at the Hospital. Landlord shall cooperate and at Tenant's request assist with Tenant's efforts to obtain all permits, licenses and other governmental approvals required for Tenant's operations in the Premises.

5.02 No Waste. Tenant shall not commit or allow any waste to be committed on any portion of the Premises by Tenant or any of its Affiliates, employees, agents, contractors or representatives.

### 5.03 Medical Waste & Hazardous Substances.

(a) Tenant may only store, use, handle and generate Hazardous Substances at the Premises in connection with the Permitted Uses and in compliance with all Applicable Laws. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Hazardous Substances being kept on the Premises as a result of Tenant's use or occupancy of the Premises, in accordance with Applicable Laws, with the exception of fuels and equipment and other materials integral to the operation of the Hospital. Tenant shall indemnify, defend and hold harmless Landlord, Landlord's Affiliates and the City from and against all third party claims and associated lawsuits, governmental actions, liabilities and expenses (including, but not limited to, assessment

and remediation costs) arising as a result of Tenant's and/or Tenant's Affiliates', employees', agents', contractors' or representatives' release or claimed release of any Hazardous Substances on or about the Premises during the Term in violation of Applicable Laws, except to the extent any such release is caused by the acts or omissions of Landlord or any of Landlord's Affiliates, employees, agents, contractors or representatives. Tenant's indemnification obligations under this subsection shall survive the expiration or earlier termination of this Lease for a period of five (5) years.

(b) Landlord shall investigate, monitor, cleanup, remove and abate any Existing Hazardous Substances to the extent validly ordered by any governmental authority under Applicable Law. Landlord agrees to perform its obligations under this subsection with due diligence and in a manner that causes the least interference with Tenant's use of the Premises reasonably possible, and Landlord agrees to immediately reimburse Tenant for the cost of repairing, or if necessary, replacing, any portion of the Premises damaged as a result of Landlord's (or any of its agents, employees or contractors) activities on the Premises; provided, however, if any of the costs are incurred relate to Existing Hazardous Substances and are incurred from the Commencement Date through December 21, 2025, then the costs shall first be paid from the Escrowed Funds, up to the amount of \$10,330,999; provided further, however, that nothing in this sentence shall reduce the obligations of Landlord with regard to Existing Hazardous Substances. Landlord agrees to indemnify, defend and hold harmless Tenant (and its directors, officers, employees, agents and affiliates) from and against all third party claims and associated lawsuits, governmental actions, liabilities and expenses (including, but not limited to, remediation costs) to the extent arising as a result of the presence of any Existing Hazardous Substances except to the extent that Tenant or any of Tenant's Affiliates, employees, agents, contractors or representatives' acts or omissions have exasperated a situation involving Existing Hazardous Substances. Landlord's indemnification obligations under this subsection shall survive the expiration or earlier termination of this Lease for a period of five (5) years.

5.04 Signage. Tenant may install any and all signs, banners and other advertising materials (collectively, "Tenant's Signs") on the Premises (interior and exterior) that are permitted under Applicable Laws; provided Tenant shall repair any damage to the Premises caused by the installation or removal of the Tenant's Signs.

5.05 Annual Report. Within sixty (60) days following each anniversary of the Commencement Date, Tenant shall submit an annual report of the Hospital's operations to Landlord, and if invited to do so, will attend a regular or special meeting of Landlord to discuss the Hospital's operations and Tenant's strategic plan. In all events, Tenant will keep Landlord reasonably informed of any significant changes in Hospital operations and any change in the services to be provided at the Hospital, provided in all events, the Required Services will be continuously provided at the Hospital.

5.06 Hospital Employees. Throughout the Term, Tenant will provide health insurance options and other employee benefits to staff at the Hospital on substantially similar terms as are provided to other employees of Tenant's or its Affiliates owned and operated hospitals located in the State of Oklahoma.

ARTICLE VI  
UTILITIES

6.01 Service. During the Term, Tenant shall pay for all utility services provided to the Premises, including, without limitation, electricity, gas, water, sewer and telephone service. Unless due to Landlord's negligence, misconduct, or breach of this Lease, Landlord shall not be liable to Tenant as a result of a disruption of any utility service to the Premises and any such disruption shall not relieve Tenant from its obligations and liabilities under this Lease.

ARTICLE VII  
MAINTENANCE AND REPAIR

7.01 Tenant Repairs.

(a) Tenant, at Tenant's sole cost and expense, shall perform all repairs, maintenance and replacements required to keep the Premises in good working order and condition. Without limiting the generality of the foregoing, Tenant acknowledges that Tenant's obligations under this Section include the maintenance, repair and replacement of Structural Support, Mechanical Systems, landscaping, driveways and parking areas and such additional maintenance as may be necessary because of damages by persons other than Tenant, its agents, employees, invitees or visitors. All such repairs and replacements required to be made by Tenant pursuant to the terms of this Section shall be made in a good and workmanlike manner utilizing materials and workmanship that equal or exceed those utilized in connection with the initial construction of the Improvements and in compliance with all Applicable Laws. All such work which may affect the Structural Support must be in compliance with Article V, Section 1(3) of the Prime Lease. Landlord shall use reasonable efforts to enforce all warranties issued by third parties that are related to portions of the Premises to be maintained by Tenant under the terms of this Section 7.01, including, but not limited to, warranties issued by manufacturers, suppliers, contractors and subcontractors. In addition, Landlord shall ensure that any warranties that are related to portions of the Premises to be maintained by Tenant under the terms of this Section 7.01, run to the benefit of (and are enforceable by) both Landlord and Tenant. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to repair or replace portions of the Premises that remain functional but are subject only to ordinary wear and tear.

(b) Beginning as of the fourth Lease Year: (i) Tenant shall spend at least Seventy Five Cents (\$0.75) per square foot for facilities infrastructure repairs and/or facilities infrastructure expenditures (capital and non-capital) at the Hospital (such as roofs, HVAC equipment, chillers, AHU's, etc.) for such Lease Year, which amount shall be increased by 2.5% each subsequent lease year after the fourth Lease Year, with any amount not being expended in the then-current Lease Year to be accumulated for future capital expenditures and repairs in later Lease Years and conversely, an excess for such Lease Year being deducted from the subsequent Lease Year (in all events excluding any expenditures made as part of the Tenant's Initial Investment); and (ii) Tenant shall also maintain a level of infrastructure and expenditures and repairs, which over the preceding three (3) Lease Years, averages not less than one percent (1%) of Tenant's net revenues (as defined by GAAP) from the Hospital for those same three Lease Years. Such expenditures and repairs included expenditures and repairs for facilities infrastructure, new equipment, equipment replacement, facility renovations, development of new

service lines at the Hospital (excluding marketing expenses and other typical operating expenses for service line development), information systems, and other matters agreed to by the parties.

## ARTICLE VIII ALTERATIONS AND IMPROVEMENTS

8.01 Tenant Alterations. In compliance with Applicable Laws, Tenant may: (i) install all medical equipment that Tenant deems necessary or desirable in connection with the Permitted Uses, whether now existing or hereafter developed, including, but not limited to, position emission tomography (PET) scanners, computed tomography (CT) scanners, MRIs, linear accelerators, and surgical robotic equipment; and (ii) make any Alterations required to allow the use and operation of such medical equipment in the Premises; provided Tenant shall not alter the roof, foundation or Structural Support of the Premises without obtaining Landlord's approval; provided, however, in all instances Tenant shall provide Landlord with a copy of plans and specifications related to such Alterations prior to commencing any Alterations. In addition, subject to the other terms hereof, without obtaining Landlord's approval, Tenant may make (i) changes to floor coverings, wall coverings, paint and other cosmetic changes to the Premises, (ii) interior, non-structural Alterations costing less than the Alterations Threshold Amount in any calendar year, and (iii) non-material exterior Alterations to the Building and the other improvements on the Land. Except as otherwise expressly provided above, Tenant shall not make any Alterations unless Landlord has approved such Alterations, in writing, which approval will not be unreasonably withheld, conditioned or delayed. All Alterations must be completed by Tenant in a good and workmanlike manner and in compliance with Applicable Laws. All such work which may affect the Structural Support must be in compliance with Article V, Section 1(3) of the Prime Lease. In addition, all Alterations to the Mechanical Systems that exceed the Alterations Threshold Amount, must be approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed.

8.02 Liens. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant during the Term, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's failure to pay any amounts owed by Tenant (collectively, "Tenant Liens") shall attach to Landlord's interest in the Premises. Tenant shall keep the Premises free and clear of all Tenant Liens. In the event Tenant fails to discharge any Tenant Liens encumbering the Premises (by posting a bond or other method) within thirty (30) days after the filing thereof, Landlord may (but shall not be obligated to) cause such Tenant Liens to be released and discharged, in which event Tenant shall reimburse Landlord for all reasonable costs that Landlord incurs in connection therewith, including, but not limited to, reasonable attorneys' fees.

8.03 Expansion Option. In the event Tenant desires to expand the Hospital after the Commencement Date, Landlord agrees to work with Tenant in good faith to accommodate any Hospital expansion plans after Tenant provides written notice of its desire to expand the Hospital (such area of expansion being the "Expansion Premises"). Thereafter, Landlord and Tenant shall negotiate an amendment to this Lease setting forth mutually acceptable terms under which Landlord will build the Expansion Premises, including, without limitation, the rent for the Expansion Premises. If Landlord and Tenant are unable to agree upon the terms of an amendment to address the conditions under which Landlord will build the Expansion Premises within thirty (30) days after Tenant notifies Landlord of its desire to build the Expansion Premises, then subject



to Tenant's compliance with the terms of Section 8.01, Tenant shall be entitled to construct the Expansion Premises itself.

ARTICLE IX  
INSURANCE AND INDEMNITY

9.01 Tenant's Insurance.

(a) Tenant shall, at Tenant's expense maintain property insurance on the Premises (including, without limitation, all appurtenant structures, if applicable) in the amount of 100% of the replacement costs of the Premises (including, without limitation, all buildings, structures, fixtures and improvements forming a part thereof), written on an "all risk" basis (the "Premises Property Insurance"), which policy shall include coverage for catastrophe such as windstorm, earthquake and flood for the full replacement cost of the Premises. For purposes of this Lease, the "replacement cost" of the Premises shall mean the full replacement cost of the Premises at the time of casualty. The Premises Property Insurance shall name Landlord and the City as loss payees as their interests may appear. In addition to the Premises Property Insurance, Tenant shall, at Tenant's expense, obtain and keep in force at all times during the term of the Lease, a policy or policies of property insurance covering loss or damage to any and all of the personal property, trade fixtures, furnishings, and Tenant's business contents (collectively, "Tenant's Personal Property") at the Premises in the amount equal to their actual cash value, which shall cover risk of loss or damage normally covered in an "all risk" policy as such term is used in the insurance industry. The proceeds of the Premises Property Insurance shall be used for repair or replacement of the Premises and shall be paid solely to Landlord or any mortgagee or beneficiary under a deed of trust holding a lien encumbering the Premises to be held and applied to the costs of restoring the Premises and made available to Tenant as it incurs such costs; provided, if requested by Tenant, Landlord agrees that the proceeds of the Premises Property Insurance will be escrowed with a third party reasonably acceptable to Landlord. The terms and conditions governing the release of the escrowed insurance proceeds shall allow Tenant to draw on the escrowed funds monthly, as and when the costs of restoring the Premises are incurred by Tenant, and otherwise be reasonably acceptable to Landlord. Tenant shall be responsible for the amount of all deductibles. Additionally, Tenant shall maintain coverages as follows:

(i) Liability Coverage. Tenant shall, at Tenant's expense maintain a policy of commercial general liability insurance, ISO Form CG 00 01, or its equivalent, insuring Tenant, and Landlord as an additional insured, against liability arising out of the ownership, use, occupancy, or maintenance of the Premises or from any other cause covered by a commercial general liability insurance policy applicable to Tenant's operations at the Premises, known or unknown. Such insurance shall be primary and non-contributory and shall provide coverage on a claims made and/or occurrence basis with a per occurrence limit of not less than Three Million Dollars (\$3,000,000) for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Workers Compensation. Worker's Compensation insurance in amounts required by Applicable Law; provided, if there is no statutory requirement for Tenant, Tenant shall still obtain Worker's Compensation insurance coverage. Throughout the performance of any work, alterations or improvements that Tenant shall perform or cause to be performed in the Premises, Tenant, shall cause to be carried, worker's compensation insurance in statutory limits.

(iii) Automobile Insurance. Commercial automobile liability insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit, per accident.

(iv) Business Interruption. Business interruption insurance with a commercially reasonable deductible that is sufficient to pay continuing expenses (including Rent) for a period of at least twelve (12) months. Business interruption insurance will include an Extended Period of indemnity no less than 90 days provided that Tenant will use commercially reasonable efforts to obtain an Extended Period of indemnity of 180 days.

(b) Tenant may self-insure any of the foregoing other than the Premises Property Insurance, provided, that any insurance required to be carried by Tenant hereunder that is not self-insured shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oklahoma and having an AM Best's rating of A IX or better, and (ii) regardless of whether Tenant or a third party provides said insurance, all policies shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant shall name Landlord as an additional insured under its commercial general liability, excess and umbrella policies (but only to the extent of the limits required hereunder). On or before the Commencement Date, and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall endeavor to furnish Landlord with certificates of insurance in the form of ACORD 25 (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, and that with the exception of workers compensation insurance, such insurance is primary and non-contributory. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types; provided, Tenant shall not be required to increase the minimum amounts set forth herein by an amount that exceeds the CPI Index over the applicable period, and shall not be required to make such adjustment more than once every five (5) years during the Term.

#### 9.02 Indemnities.

(a) Tenant agrees, as part of the material consideration for this Lease, to indemnify and hold harmless Landlord from all third party claims and associated actions, demands, costs, expenses and liabilities whatsoever (including reasonable attorneys' fees, on account of any such real or claimed damage or liability, and for all liens) arising from personal injury or property damage occurring in, or at any portion of Premises, during the Term of the Lease from the Commencement Date forward or arising out of Tenant's use, occupancy or enjoyment of any portion of the Premises, or any repairs or alterations which Tenant may make upon the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or any of Landlord's Affiliates, employees, agents, contractors or representatives.

(b) Landlord agrees, as part of the material consideration for this Lease, to indemnify and hold harmless Tenant from all third party claims and associated actions, lawsuits, demands, costs, expenses and liabilities whatsoever (including reasonable attorneys' fees, on

account of any such real or claimed damage or liability, and for all liens) arising from any negligent acts, breach of contract, or willful misconduct of Landlord or Landlord's Affiliates except to the extent caused by the negligence or willful misconduct of Tenant or any of Tenant's Affiliates, employees, agents, contractors or representatives.

9.03 Waiver of Claims/Subrogation Rights. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby waive all claims that it may have against the other party (and such other party's owners, directors, officers, employees, agents, contractors and representatives) for losses and damages that are actually covered by its property insurance or that would have been covered had it maintained the insurance required under this Lease. For the purposes of this Section, each party shall be deemed to be insured against losses and damages that are within the deductible of any of its insurance policies. The provisions of this Section shall apply to claims regardless of cause or origin, including, without limitation, claims arising due to negligence.

## ARTICLE X FIRE & CASUALTY

10.01 Restoration. Unless this Lease is terminated pursuant to Section 10.02, if the Premises, are damaged by fire or other casualty after the Commencement Date, Tenant shall be responsible for performing all repairs and replacements (collectively, "Restoration Work") required to fully restore the Premises to the condition existing immediately prior to such fire or casualty in accordance with the terms hereof provided, (i) Tenant may make any Alterations to the Premises permitted under Section 8.01, and (ii) Tenant may make any Alterations to the Premises that are required by Applicable Laws. Upon receipt of the insurance proceeds from the Premises Property Insurance, Tenant shall commence and diligently prosecute completion of the Restoration Work, which shall be completed in a good and workmanlike manner, using new materials, and in a manner that complies with Applicable Laws. Within forty-five (45) days after the Premises are damaged by fire or other casualty, Tenant shall furnish Landlord with a written statement from a reputable architect or general contractor setting forth such architect's or general contractor's best estimate of the period of time (the "Restoration Period") required to fully restore the Premises.

10.02 Termination. If the Premises are damaged by fire or other casualty at any time after the twelfth (12<sup>th</sup>) anniversary of the Commencement Date and the Restoration Period for such damage is estimated to be more than three hundred sixty-five (365) days after the date of the fire or other casualty, then Tenant may terminate this Lease by giving written notice to Landlord within sixty (60) days after the occurrence of such damage. Tenant shall not have the right to terminate this Lease as a result of damages caused by fire or other casualty at any time on or prior to the twelfth (12<sup>th</sup>) anniversary of the Commencement Date. If the Premises are damaged by a fire or other casualty and this Lease is terminated as a result thereof, then (i) Landlord shall have the right to require that Tenant demolish the Building and remove any debris resulting therefrom, and (ii) Tenant shall pay Landlord an amount equal to the insurance proceeds received by Tenant as a result of such damage to the Premises, less any demolition costs incurred by Tenant and less unamortized cost of any Alterations paid for by Tenant (calculated by amortizing the cost of such Alterations over their useful life in accordance with Tenant's standard accounting procedures) and less all other expenses incurred by Tenant that are otherwise reimbursable by insurance proceeds.

10.03 Abatement. Tenant shall be entitled to an abatement of Rent during any period when the Premises are rendered untenable or unusable, in whole or in part, as a result of any damage to the Premises caused by fire or other casualty, in proportion to the area of the Premises that is not reasonably usable as a result of such fire or other casualty.

## ARTICLE XI EMINENT DOMAIN

11.01 Termination. In the event of a taking of all or substantially all of the Premises by condemnation, this Lease shall automatically terminate, and all Rent shall cease effective as of the date possession of the same is actually taken. If any portion of the Premises is taken by condemnation such that the Premises shall become impractical for Tenant to use for the Permitted Use, then Tenant may terminate this Lease by giving written notice to Landlord within sixty (60) days after Tenant is notified of such taking, in writing.

11.02 Restoration. In the event this Lease is not terminated after a taking of any portion of the Premises, Landlord shall diligently restore the same as close as possible to the condition and functionality prior to such taking and Landlord shall be entitled to use all condemnation awards paid on account of such taking to pay the cost of the restoration work, with any remaining funds being allocated to Landlord and Tenant on a pro rata basis in accordance with the terms of Section 11.03; provided in no event shall Landlord be required to spend more than the amount of such condemnation awards to restore the Premises. In the event this Lease is not terminated as a result of any condemnation, then the Rent shall be continued unabated.

11.03 Awards. Any award or compensation paid on account of any taking of all or any portion of the Premises by condemnation shall be paid to Landlord, except Tenant shall be entitled to make a separate claim for the taking of Tenant's trade fixtures, personal property, dislocation damages/moving expenses and the unamortized value of any Alterations paid for by Tenant and Tenant's Initial Investment, as well as business losses.

## ARTICLE XII ASSIGNMENT AND SUBLETTING

12.01 Assignment & Subletting. Tenant may not assign this Lease or sublet all or any substantial portion of the Premises, without obtaining the prior consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned; provided, Tenant may assign or sublease to its Affiliates with at least ten (10) days advance notice to Landlord. Notwithstanding the foregoing, Tenant shall have right to sublease parts of the Hospital in connection with its strategic plan provided that such subleases in the aggregate shall not consist of more than fifth percent (50%) of the usable square footage in the Hospital. In the event of any such sublease or assignment of Tenant's right, title and interest in and to this Lease, the Person named as Tenant in this Lease shall remain primarily liable hereunder. Any assignee shall execute and deliver an assignment and assumption agreement whereby such assignee assumes and agrees to perform and observe all of the covenants and agreements of Tenant under this Lease. This Lease shall inure to the benefit of and be binding upon any permitted successor or assign of either party.

ARTICLE XIII  
LANDLORD'S OBLIGATIONS

13.01 Medical District. The City, Landlord and Tenant are committed to formulating and executing flexible redevelopment plans for the Medical District. The City will work with area stakeholders to create public/private partnerships to expedite quality redevelopment of a Medical District in an effort to meet the East Metro's healthcare and other needs now and in the future. In furtherance of the foregoing, the City and/or Landlord, as appropriate, agree as follows

(a) To cause to be prepared a Revitalization Plan for the Medical District (the "Revitalization Plan"), and to pay the cost thereof.

(b) Among other things, the Revitalization Plan will develop and provide for:

(i) A visionary, thoughtful and practical plan for improvement and revitalization of the Medical District;

(ii) Proposed land uses;

(iii) Proposed public improvements located on public property, to be funded from public funds, to include among other things: streetscape improvements, landscaping, sidewalks, street furniture, lighting and signage;

(iv) Design guidelines and zoning ordinances for land uses and public improvements providing for a unified theme and style to enhance the identity and sense of community of the Medical District;

(v) Creation of property maintenance standards and provision for the treatment of vacant and dilapidated structures located on private and public property, to include the removal of dilapidated structures owned by the City or Landlord at public expense; and

(vi) A plan for implementation of ongoing code enforcement to ensure compliance with City codes and ordinances adopted in furtherance of the Revitalization Plan.

(c) Establishment of a Revitalization Plan for the Medical District Committee ("Revitalization Plan Committee") to coordinate and guide preparation of the Revitalization Plan, which shall include among its members, area stakeholders, Tenant representatives (to the extent Tenant desires to participate), and City and Landlord representatives. The Revitalization Plan Committee shall be appointed within thirty (30) days after the Commencement Date of this Lease and shall hold its first meeting within thirty (30) days thereafter.

(d) After completion, the Revitalization Plan shall be adopted by the City and Landlord, which shall occur no later than the first anniversary of the Commencement Date of the Lease, with enactment of zoning, design and property maintenance standard ordinances within one year thereafter, if permitted by law; and, Landlord shall acquire obsolete, non-compliant or underdeveloped properties in the vicinity of the Hospital which are available at fair market value prices to facilitate redevelopment in furtherance of the Revitalization Plan.

13.02 Landlord's Initial Investment. On the Commencement Date, Landlord and Tenant will enter into an Escrow Agreement with the Bank of Oklahoma (the "Escrow Agent") and Landlord will fund an escrow account with the Escrow Agent in the amount set forth below, with a total commitment to fund Twenty Million Dollars (\$20,000,000), over the first three (3) years of the Term (the "Escrowed Funds"). Landlord made an initial deposit in the amount of \$7,645,000 on or about the Commencement Date and a subsequent deposit in the amount of \$8,355,000 on the first anniversary of the Commencement Date into the Escrowed Funds. On the second anniversary of the Commencement Date, Landlord made a third deposit in the amount of \$4,000,000 bringing its total deposits into the Escrow Funds to Twenty Million Dollars (\$20,000,000). Tenant will utilize the Escrowed Funds in accordance with Oklahoma law exclusively to make improvements to or for medical equipment purchases for the Hospital in accordance with the Permitted Uses, or as are otherwise necessary to bring the Premises into compliance with Applicable Laws as contemplated by Section 5.03(b) (the "Landlord's Initial Investment"). As of the date hereof, Tenant has expended \$10,469,069.90 in accordance with the foregoing sentence, which is hereby acknowledged by Landlord and Landlord hereby authorizes the disbursement of such \$10,469,069.90 of the Escrowed Funds to Tenant. The remaining amount of such expenditures remains to be approved by Landlord. Tenant will coordinate with Landlord's Representative to get approval therefor prior to the purchase and submission for reimbursement. Landlord will instruct the Escrow Agent to periodically release a portion of the Escrowed Funds to reimburse Tenant for the Landlord's Initial Investment. The Escrow Agent shall pay all interest on the Escrowed Funds to Landlord and shall not become part of the Escrow Funds. The parties agree that if the cost of the Landlord's Initial Investment is less than Twenty Million Dollars (\$20,000,000), the remaining balance of the Escrowed Funds will be utilized to make improvements at the Hospital as mutually agreed to Tenant and Landlord. All fixtures (excluding Tangible Personalty) purchased as well as any improvements made to the Premises, as part of the Landlord's Initial Investment shall become part of the Premises and ownership of the same shall transfer to Landlord upon the expiration or termination of this Lease Further, Landlord agrees to consider, in good faith, any supplemental request for a monetary investment for a special health care project or to fulfill a particular need that Tenant deems of importance to the Hospital or the public health of Midwest City and its residents and respond to Tenant within thirty (30) days of receipt of such request. Nothing in this Section 13.02 is intended to impose any greater obligation on the part of Tenant with regard to Applicable Laws pertaining to Hazardous Substances than is set forth in Section 5.03, it being acknowledged and agreed by the parties that Section 5.03 shall govern the parties' responsibilities and obligations with regard to Hazardous Substances.

13.03 Renaissance Women's Center. Landlord agrees that for the Term, it shall not allow the Renaissance Women's Center ("RWC") building to be used as a competing inpatient, acute care facility or an ambulatory surgery center, or for any other health care usage in competition with Tenant without first obtaining the prior written consent of Tenant, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Landlord and/or the City may lease professional office space in the RWC to any physician or physician group who has or have medical staff privileges at the Hospital without the necessity of obtaining Tenant's prior consent. Upon either party's written request, Landlord and Tenant shall promptly execute and record a memorandum of this restrictions in the form attached as Exhibit F, putting all Persons on notice of the existence of said restrictions; provided the cost of recording such memorandum shall be borne by the requesting party.

13.04 Non-Disturbance Agreement. Upon Commencement Date, Landlord shall furnish to Tenant a non-disturbance or similar agreement in the form attached as Exhibit G, whereby the City acknowledges the Lease and agrees not to disturb Tenant's possession of the Hospital so long as there has been no event of default, beyond applicable notice and cure period, by Tenant hereunder, regardless of whether there may have occurred a default by Landlord under its arrangements with the City concerning the Hospital or otherwise.

13.05 Prime Lease. Landlord and Tenant, to the extent applicable to Tenant in its capacity as subtenant of the Subleased Premises, shall comply with all provisions of the Prime Lease during the Term. Landlord shall further not amend or otherwise modify the Prime Lease in any respect during the Term without the prior written consent of Tenant.

#### ARTICLE XIV TENANT'S DEFAULT

14.01 Tenant Default. The following shall each be deemed to be a default by Tenant under this Lease (a "Tenant Default"):

(i) Tenant's failure to pay any Rent when due or timely complete Tenant's Initial Investment and the continuance of such failure for ten (10) days after Tenant receives written notice from Landlord; or

(ii) Tenant's failure to provide the Required Services or restrict the use of the Hospital to the Permitted Uses and the continuance of such failure for twenty (20) business days after Tenant receives written notice from Landlord; provided if such failure cannot reasonably be cured within the aforementioned twenty (20) business day period, then no Tenant Default shall be deemed to have occurred so long as Tenant commences to cure such failure within twenty (20) business day period after receiving written notice from Landlord and diligently pursues completion of such cure within a reasonable time thereafter and keeps Landlord informed of its cure efforts and results; or

(iii) Tenant's failure to comply with any of the terms of this Lease other than those set forth in Subsections (i) and (ii) above and the continuance of such failure for thirty (30) days after Tenant receives written notice from Landlord; provided if such failure cannot reasonably be cured within the aforementioned thirty (30) day period, then no Tenant Default shall be deemed to have occurred so long as Tenant commences to cure such failure within thirty (30) days after receiving written notice from Landlord and diligently pursues completion of such cure within a reasonable time thereafter and keeps Landlord informed of its cure efforts and results; or

(iv) (A) the filing by or against Tenant of a petition (voluntarily or involuntarily) seeking to have Tenant declared bankrupt or insolvent, unless the petition is dismissed within ninety (90) days after its filing, (B) the appointment of a receiver or trustee for all or substantially all of Tenant's assets, or (C) the assignment of all or substantially all of Tenant's assets for the benefit of its creditors.

14.02 Remedies. Upon the occurrence of any Tenant Default, Landlord may, in addition to any other remedies expressly provided under this Lease and as provided at law or in equity:

(i) Enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord for all reasonable costs and expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease; or

(ii) Without terminating this Lease, enter upon and take possession of the Premises, expel or remove Tenant, and relet the Premises and receive the rent therefor. In the event Landlord elects to exercise the remedy provided under this subsection, Landlord shall be entitled to recover from Tenant (A) any reasonable costs and expenses that Landlord incurs to effect compliance with Tenant's obligations under this Lease through the date the Premises are relet, (B) the reasonable costs Landlord incurs to recover possession of the Premises from Tenant, including, but not limited to, reasonable attorneys' fees, (C) the reasonable brokerage commissions, advertising costs and other similar expenses Landlord incurs to relet the Premises, and (D) an amount equal to the difference between the Rent and other sums that Tenant is required to pay hereunder during the remainder of the Term (calculated without taking into account any unexercised Renewal Option) and the rent received by Landlord on account of such reletting during said period (or if Landlord takes possession of the Premises for its own benefit, the fair rental value thereof), which amount shall be paid monthly, in arrears. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, the parties agree that Landlord shall be entitled to retain such excess without offset.

(iii) Terminate this Lease upon thirty (30) days' notice to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant. In the event this Lease is terminated pursuant to this subparagraph, Landlord shall be entitled to collect from Tenant: (A) any unpaid Rent that was due and owing prior such termination, (B) any reasonable costs and expenses that Landlord incurs to effect compliance with Tenant's obligations under this Lease through the date of such termination, (C) the reasonable costs Landlord incurs to recover possession of the Premises from Tenant, including, but not limited to, reasonable attorneys' fees, and (D) any other actual damages that Landlord reasonably incurs as a result of the termination of this Lease.

Forbearance by Landlord to enforce one or more of the remedies herein provided upon a Tenant Default shall not be deemed or construed to constitute a waiver of Landlord's right to enforce any such remedies with respect to any subsequent Tenant Default.

## ARTICLE XV LANDLORD'S DEFAULT

15.01 Landlord Default. If (i) Landlord defaults under or breaches any of its obligations under this Lease, and (ii) Landlord does not cure such default or breach (or cause the same to be cured) within thirty (30) days after Landlord receives written notice thereof from Tenant, then the same shall constitute a "Landlord Default" and Tenant shall have the right (but not the obligation) to attempt to cure such Landlord Default; provided if any such default or breach cannot reasonably be cured within thirty (30) days and Landlord commences to cure the same within the thirty (30) days after receiving written notice from Tenant, then no Landlord Default shall be deemed to have



occurred so long as Landlord diligently pursues completion of such cure within a reasonable thereafter and keeps Tenant informed of its cure efforts and results.

ARTICLE XVI  
QUIET ENJOYMENT

16.01 Quiet Enjoyment. Subject to the other terms of this Lease, Landlord covenants that Tenant shall peacefully and quietly have, hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection whatsoever; provided, however, Landlord and the City will have those access rights provided in Article XVII.

ARTICLE XVII  
RIGHT OF ENTRY

17.01 Right of Entry by Landlord. Landlord shall have the right to enter the Premises to: (i) conduct inspections; (ii) perform maintenance, repairs and replacements if Tenant has failed to do so; (iii) show the Premises to prospective purchasers of the Hospital and lenders; and (iv) show the Premises to prospective tenants during the last twelve (12) months of the Term; provided Landlord shall not materially interfere with Tenant's use and enjoyment of the Premises. Except in cases of emergency, Landlord shall: (a) give Tenant at least twenty-four (24) hours advance notice before entering upon the Premises; (b) use reasonable efforts to schedule such entry at a time that is acceptable to Tenant; and (c) be escorted by Tenant in order to protect patient privacy and any confidential health information unless Tenant refuses to provide an escort.

17.02 Right of Entry by City. Tenant acknowledges that the City has and may continue to have towers on the rooftop of the Hospital, which it utilizes for communication and other purposes. The City shall have the right to enter the Premises and have rooftop access as is necessary to maintain, repair and replace any towers on the Hospital's rooftop.

ARTICLE XVIII  
SURRENDER

18.01 Surrender. Upon the expiration or earlier termination of this Lease: (i) Tenant shall quit and surrender possession of the Premises to Landlord; (ii) provide Landlord with the keys or combinations for all locks in the Premises; and (iii) enter into reasonably satisfactory transition agreements to assist any new operator at the Hospital during the initial operating period, for a term of not less than one (1) year. Before surrendering possession of the Premises to Landlord and subject to the provisions of Sections 4.02 and 13.02, Tenant shall, at its expense, remove all Tangible Personalty, Tenant's Signs from the Premises, and Tenant shall promptly repair all material damage to the Premises resulting from the removal of such items. Before surrendering possession of the Premises to Landlord, Tenant may, at its sole option and expense and subject to the provisions of Sections 4.02 and 13.02, remove any Tangible Personalty from the Premises, and Tenant shall promptly repair all material damage to the Premises resulting from the removal of such items. If Tenant fails to remove any of the foregoing items from the Premises by the expiration or termination of this Lease, then Landlord may deem such items abandoned and retain or dispose of the same in any manner Landlord sees fit; provided such removal and disposal does not interfere with other activities or operations being conducted on adjoining properties. Tenant shall reimburse Landlord, upon demand, for all commercially reasonable costs incurred by Landlord to remove

and dispose of such items which Tenant is required to remove or dispose of in accordance with this Section 18.01, including, without limitation, the cost of repairing any material damage to the Premises caused by the removal of such required items.

ARTICLE XIX  
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

19.01 Subordination. This Lease shall be subject and subordinate to any first in priority mortgage, deed of trust, deed to secure debt, security deed, financing statement or other security interests now or hereafter encumbering Landlord's leasehold interest in the Premises (individually, a "Mortgage" and collectively the "Mortgages"), including, but not limited to, all renewals, modifications, consolidations, replacements, amendments, supplements and extensions thereof; provided, as a condition to such subordination, the holder of the Mortgage (the "Mortgagee") must agree, in writing, not to disturb Tenant's possession of the Premises and the rights and privileges granted to Tenant under this Lease so long as there is no outstanding Tenant Default. Notwithstanding anything herein to the contrary, if any Mortgagee elects, in writing, to have Tenant's interest in this Lease superior to its Mortgage, then by notice to Tenant from such Mortgagee, this Lease shall be deemed superior to such Mortgage, whether this Lease was executed before or after the same. Landlord represents and warrants to Tenant as of the Commencement Date that Landlord has not granted or entered into any mortgages, deeds of trust, deeds to secure debt, security deeds, financing statements, security agreements or other liens encumbering the Premises.

19.02 Attornment. If Landlord's interest in the Premises is transferred to a Mortgagee or any purchaser at a foreclosure sale (a "Foreclosure Purchaser"), Tenant shall be bound to such Mortgagee or Foreclosure Purchaser under the terms of this Lease and Tenant shall attorn to such Mortgagee or Foreclosure Purchaser, as the landlord hereunder, unless this Lease is terminated by Tenant pursuant to the terms hereof; provided, however, that if said transfer occurs before Landlord's satisfaction of its obligations under Section 13.01 or before paying for the Initial Work required under Section 13.02, the Annual Rent due under Section 4.01 shall be reduced to a payment of One Dollar (\$1.00) for the remainder of the Term regardless of the nature of the Foreclosure Purchaser or the tax-exempt status of Tenant. The foregoing provision shall be self-operative; provided, however, Tenant shall, upon written demand, execute documentation confirming the matters set forth in this Section. Any Mortgagee or Foreclosure Purchaser succeeding to the interest of Landlord in the Premises shall not be (i) bound by any payment of Rent made by Tenant more than one (1) month in advance, (ii) liable due to any act or omission of a prior landlord (including, without limitation, Landlord), (iii) subject to any offset rights or defenses of Tenant arising or related to periods prior to the date the Mortgagee or Foreclosure Purchaser acquires such interest, or (iv) responsible for any security or other deposit not transferred to it.

ARTICLE XX  
NOTICES

All notices, consents, approvals and other communications (collectively, "Notices") that may be or are required to be given by either Landlord or Tenant under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth

below, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested), nationally recognized overnight delivery service, or by electronic mail upon a confirmed receipt from the recipient.

- If to Landlord: Midwest City Memorial Hospital Authority  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110  
Attention: Tim Lyon, City Manager  
Email: tlyon@MidwestCityOK.org
- With a copy to: Carlton Fields, P.A.  
4221 West Boy Scout Boulevard, Suite 1000  
Tampa, Florida 33607  
Attention: Linda L. Fleming, Esquire  
Email: lfleming@carltonfields.com
- With a copy to: Williams, Box, Forshee & Bullard, P.C  
522 Colcord Drive  
Oklahoma City, OK 73102-2202  
Attention: John Michael Williams, Esquire  
Email: williams@wfbfblaw.com
- If to Tenant: SSM Health Care of Oklahoma, Inc.  
1000 North Lee  
3<sup>rd</sup> Floor  
Oklahoma City, OK 73102  
Attn: Mandy Hayes Chandler, Esquire  
Email: mandy.hayes-chandler@ssmhealth.com
- With a copy to: McAfee & Taft  
8<sup>th</sup> Floor, Two Leadership Square  
211 North Robinson  
Oklahoma City, OK 73102  
Attn: Robert L. Garbrecht, Esquire  
Email: rob.garbrecht@mcafeetaft.com

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received (a) three (3) Business Days after the same is sent via certified or registered United States mail, return receipt requested, postage prepaid, (b) on the Business Day immediately following the day the notice is deposited with a nationally recognized overnight delivery service, on the day of delivery by electronic mail if

received during regular business hours of the recipient on a Business Day, otherwise on the Business Day immediately following the day the notice is received at any other time.

## ARTICLE XXI REPRESENTATIONS AND WARRANTIES

21.01 Landlord's Representations. Landlord hereby represents and warrants to Tenant, as of the Commencement Date, that: (i) Landlord is a public trust validly existing under the laws of the State of Oklahoma; (ii) Landlord has all power and authority necessary for Landlord to execute and deliver this Lease and perform all of Landlord's obligations hereunder, including, specifically, but not limited to, spending the Escrowed Funds as contemplated by this Lease and the Escrow Agreement; (iii) the execution, delivery and performance of this Lease by Landlord does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter or any contract, agreement or other instrument to which Landlord is a party; (iv) Landlord has not filed or threatened to file any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, Landlord has not been adjudicated as bankrupt or insolvent, or Landlord has not had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors; (v) to Landlord's knowledge, there are no lawsuits, arbitration proceedings or other similar actions pending or threatened against or affecting the Premises; (vi) Landlord and/or the City are the rightful owners of the Premises, free and clear of all easements, liens, claims, encumbrances and other exceptions to title, except for the Permitted Exceptions; (v) to Landlord's knowledge, there are no pending or threatened governmental actions, investigations or proceedings that will adversely affect the Premises (including, but not limited to, condemnation or eminent domain proceedings or proposed assessments); (vi) the Hospital currently has water, sewer, electricity, gas, broadband and telephone capacity; (vii) to Landlord's knowledge, except for Medical Waste handled in accordance with Applicable Law, no Hazardous Substances have been discharged, disbursed, released, stored, treated, generated, disposed of, incorporated into or allowed to escape on, under or about the Premises which have not been remedied prior to the Commencement Date; (viii) to Landlord's knowledge, other than as otherwise known by Tenant on the Commencement Date, whether through its own efforts or investigations, except as expressly disclosed by Landlord to Tenant in Schedule 3 or as contemplated to be corrected as part of Landlord's Initial Work, the Premises are in compliance with all Applicable Laws; (ix) Landlord has not granted any other Person an option to purchase, right of first offer to purchase, right of first refusal to purchase or any other purchase option to purchase Landlord's interest in the Premises, and (x) Landlord and its Affiliates are not and will not become a person or entity with whom U.S. persons are prohibited from doing business with under Applicable Laws, including, without limitation, the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224, and the USA Patriot Act.

21.02 Tenant's Representations. Tenant hereby represents and warrants to Landlord, as of the Commencement Date, that: (i) Tenant is a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma and is recognized as a tax-exempt organization under the tax laws of the United States; (ii) Tenant has all power and authority necessary for Tenant to execute and deliver this Lease and perform all of Tenant's obligations

under this Lease; (iii) the execution, delivery and performance of this Lease by Tenant does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter or any contract, agreement or other instrument; (iv) Tenant has not filed or threatened to file any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, Tenant has not been adjudicated as bankrupt or insolvent, or Tenant has not had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors; (v) there are no lawsuits, arbitration proceedings or other similar actions pending or, to Tenant's knowledge, threatened against or affecting the Premises; and (vi) Tenant is not and will not become a person or entity with whom U.S. persons are prohibited from doing business with under Applicable Laws, including, without limitation, the regulations of the OFAC of the Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224, and the USA Patriot Act.

21.03 Tenant's Warranties. Tenant hereby covenants and warrants to Landlord that at all times during the Term: Tenant shall (i) remain a not for profit corporation which is recognized by the Internal Revenue Service as a tax-exempt organization; (ii) provide charity care to the residents of Midwest City in accordance with its Financial Assistance Policy, which will be available on its website; (iii) retain the Hospital's accreditation with The Joint Commission or similar agency; (iv) ensure the Hospital is a participating provider in the Medicare and Medicaid programs; (v) use, maintain and occupy the Premises pursuant to the terms of this Lease; (vi) procure and maintain all permits, licenses and authorizations required for the use of the Premises; (vii) pay when due the entire cost of any work performed on the Premises by Tenant, procure all required permits for any Alterations or expansion, cause such work to be performed in a good and workmanlike manner, and comply with all Applicable Laws; and (viii) comply with all provisions in this Lease, including limiting uses to the Permitted Uses and providing the Required Services.

## ARTICLE XXII TRANSFER OR ASSIGNMENT OF LANDLORD'S INTEREST

22.01 Transfers or Assignment by Landlord. Following the Commencement Date and with the prior written consent of Tenant, Landlord shall have the right to assign or transfer, in whole or in part, every feature of its right and obligations hereunder and the Premises, provided it complies with the terms of this Article XXII and the other terms of this Lease and further provided that if such assignment or transfer occurs before Landlord's satisfaction of its obligations under Section 13.01 or before paying for the Initial Work required under Section 13.02, the Annual Rent due under Section 4.01 shall be reduced to a payment of One Dollar (\$1.00) for the remainder of the Term regardless of the nature of the transferee or the tax-exempt status of Tenant. In the event of a sale or conveyance by Landlord of the part of the Premises owned by Landlord, the same shall operate to release Landlord from any and all liability under this Lease with respect to such part of the Premises arising after the date of such sale, transfer, or assignment; provided the assignee assumes, in writing, the obligations and liabilities of Landlord under this Lease for the benefit of Tenant. Tenant's right to quiet possession of the Premises shall not be disturbed so long as Tenant shall pay the Rent as reduced in accordance with this Section 22.01 and observe and perform all of the provisions of this Lease to be observed and performed by Tenant, unless this Lease is

terminated pursuant to specific provisions contained herein. Landlord shall not assign this Lease or sell the Premises to any Disqualified Person.

#### 22.02 Disqualified Person.

The term “Disqualified Person” shall mean and include: (i) any Person engaged in the ownership, operation, lease, or management of any acute care general hospital, medical/surgical hospital, specialty hospital or other hospital facility, extended care facility, rehabilitation center or facility (each a “Competitor Facility”); (ii) any Excluded Person; (iii) any Person that otherwise engages in activities that are directly competitive with Tenant; or (iv) any Person which is an Affiliate of any Person described in clause (i) above; provided, however, Disqualified Person shall not mean Tenant or any of its Affiliates.

(a) In no event shall: (i) Landlord’s interest in the Premises be owned by any Disqualified Person, directly or indirectly; or (ii) any of the ownership interests (such as, without limitation, stock membership interest, partnership interests or limited partnership interests, directly or indirectly.

### ARTICLE XXIII CONDITIONS PRECEDENT

23.01 Conditions Precedent to Effectiveness. The effectiveness of this Lease and the obligations of the each of the parties hereto shall be subject to the fulfillment, at or prior to the Commencement Date, of each of the following (collectively, the “Conditions Precedent”):

(a) Closing of the Related Transactions. The closing of the transactions contemplated by that certain Asset Purchase Agreement dated December 8, 2020, by and between CHS/Community Health Systems, Inc. and Tenant shall have occurred.

(b) Termination of Existing Lease. That certain Lease Agreement dated May 21, 1996, by and among Landlord, Midwest City Regional Center, LLC, as successor in interest to Midwest City HMA, Inc., and Health Management Associates, Inc. as the same may have been amended from time to time (as amended, the “Existing Lease”) shall be terminated, including, specifically, Landlord’s right of first refusal under Section 16.2 of the Existing Lease, and satisfactory evidence of the termination of the same shall have been furnished to Tenant.

(c) Title Policy. Tenant shall have received an irrevocable commitment from Chicago Title Insurance Company (the “Title Company”) to issue a title insurance policy in the form of the Proforma Owner’s Policy of Title Insurance issued by the Title Company, last revised March 29, 2021.

(d) Landlord Deliveries. Landlord shall have delivered or caused to be delivered to Tenant each of the following:

- (i) The Commencement Date Agreement duly executed by Landlord.
- (ii) The Memorandum of Restrictions duly executed and acknowledged by Landlord and joined by the City.

(iii) The Non-Disturbance Agreement duly executed and acknowledged by the Landlord and the City.

(iv) The Memorandum of Lease duly executed and acknowledged by Landlord.

(v) The Escrow Agreement duly executed by Landlord and the Bank of Oklahoma.

(e) Tenant Deliveries. Tenant shall have delivered or caused to be delivered to Landlord each of the following:

(i) The Commencement Date Agreement duly executed by Tenant.

(ii) The Memorandum of Restrictions duly executed and acknowledged by Tenant.

(iii) The Non-Disturbance Agreement duly executed and acknowledged by Tenant.

(iv) The Memorandum of Lease duly executed and acknowledged by Tenant.

(v) The Escrow Agreement duly executed by Tenant.

#### ARTICLE XXIV MISCELLANEOUS PROVISIONS

24.01 Consents. Unless otherwise expressly stated herein, whenever Landlord's or Tenant's consent is required under this Lease, such consent shall not be unreasonably withheld, qualified or delayed.

24.02 Landlord's Cooperation. Upon Tenant's request, Landlord agrees to cooperate with, assist and join in Tenant's efforts to obtain all governmental permits, licenses and approvals that Tenant deems necessary or desirable for Tenant's use and enjoyment of the Premises for any of the Permitted Uses or any other uses approved by Landlord, including, but not limited to, any Alterations undertaken by or on behalf of Tenant in accordance with Section 8.01.

24.03 Tenant's Cooperation. Upon Landlord's request, Tenant agrees to cooperate with, assist and join in Landlord's efforts to obtain all governmental permits, licenses and approvals that Landlord deems necessary or desirable for the Initial Work or otherwise.

24.04 Records. Upon the written request of the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General of the Government Accounting Office, or their authorized representatives, Landlord shall make available this Lease and all books, documents, and records necessary to certify the nature and extent of Landlord's costs with respect to this Lease and the Premises for a period of six (6) years after performing its duties hereunder. If Landlord carries out any of its duties under this Lease through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period, the subcontract will also contain an access

clause to permit access by the Secretary, Comptroller General, and their authorized representatives to such subcontractor's books and records.

#### 24.05 Regulatory Matters.

(a) Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any Affiliate or subsidiary of the other.

(b) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Lease to comply with Applicable Laws.

(c) Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). Each party also represents and warrants to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) Business Days of its first learning of it. Either party shall have the right to immediately terminate this Lease upon learning of any such Investigation, suspension or exclusion. Each party shall be kept apprised by the other party in a timely manner of the status of any such Investigation. Each party shall indemnify, defend and hold the other party harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of the other party's breach of this paragraph.

(d) Rights and Remedies. Upon the occurrence of any of the events referenced in Section 24.05 of this Lease, Tenant shall give Landlord written notice of the matter at issue, and Tenant and Landlord agree to promptly engage in good faith negotiations to resolve the matter through an amendment to this Lease. If the parties are unable to resolve the matter through an amendment to this Lease within ninety (90) days after Tenant's written notice to Landlord thereof, and the parties do not otherwise agree upon a course of action to resolve the matter within the same ninety (90) day period, then the parties agree to submit the matter to binding arbitration with the American Health Lawyers Association ("AHLA") for resolution pursuant to the AHLA Rules of Procedure for Arbitration at a mutually agreeable location, and judgment on any award rendered



by such arbitrators may be entered in any court having jurisdiction thereof. Tenant and Landlord agree that a matter submitted to arbitration will be arbitrated before a panel of three (3) arbitrators, appointed in accordance with the AHLA Rules of Procedure for Arbitration, and will be held in Oklahoma City, Oklahoma.

24.06 Estoppel Certificates. Within fifteen (15) Business Days after its receipt of a written request from the other party, Landlord or Tenant, as applicable, shall execute and deliver to the other party or its designee a written statement certifying to the extent true and ascertainable (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications), (ii) that, to its actual knowledge, neither Landlord nor Tenant is in default under this Lease and no circumstance exists which with the giving of notice, the passage of time, or both, would constitute such a default (or, if either party is in default or a circumstance exists which with the giving notice, the passage of time, or both, would constitute such a default, then the nature of such default or circumstance shall be set forth in detail), (iii) that there are no actions, whether voluntary or otherwise, pending against it under the bankruptcy laws of the United States or any state thereof, and (iv) any other facts related to the status of this Lease or the condition of the Premises, but only to the extent of the certifying party's actual knowledge thereof.

24.07 No Offset. Tenant will not have a right to offset the Rent for any reason.

24.08 Force Majeure. In the event Landlord or Tenant is delayed in performing any of its obligations under this Lease due to an Event of Force Majeure, then the period of time that Landlord or Tenant, as applicable, has to perform the obligation shall be extended by the period of such delay; provided, however, the provisions of this Section shall not operate to (i) excuse, extend or abate Tenant's obligation to pay any Rent, or (ii) excuse Landlord's or Tenant's inability to perform its obligations hereunder because of inadequate finances.

24.09 Landlord's Liens. Landlord hereby expressly waives any right which it may have to impose any and all liens, whether statutory, constitutional, possessory or otherwise, that Landlord may, now or hereafter, have with respect to any of Tenant's property, including, but not limited to, trade fixtures, furnishings, equipment, inventory, records, patient information, accounts receivable and any other documentation generated in the conduct of Tenant's business (collectively, "Tenant's Property"). This Lease does not grant a contractual lien or any other security interest to Landlord or in favor of Landlord with respect to Tenant's Property.

24.10 Holdover. If Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at one hundred fifty percent (150%) of the Rent for the Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the rent paying date. This Section 24.10 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier

termination of this Lease, nor limit Landlord's remedies in such event. In no event shall Tenant be liability for consequential damages in connection with a holdover.

24.11 Brokers. Landlord and Tenant each (i) represents and warrants to the other that it has not dealt with any real estate broker, finder or listing agent in connection with this Lease, and (ii) agrees to indemnify, defend and hold harmless the other from and against any claim for a commission, fee or other compensation made by a broker, finder or listing agent with whom it has dealt (or allegedly dealt). The provisions of this Section shall survive the expiration or termination of this Lease.

24.12 Successors and Assigns. This Lease shall be binding on Landlord, Tenant and their respective successors and assigns.

24.13 Relationship. The relationship of Landlord and Tenant is solely that of independent third parties engaged in an arm's length transaction. Nothing contained in this Lease shall be deemed or constructed as creating a partnership, joint venture, agency or other similar relationship between Landlord and Tenant.

24.14 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Lease that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

24.15 Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the Premises and supersedes and replaces all prior negotiations and understandings between the parties with respect to the subject matter hereof, including, specifically, that certain Preliminary Term Sheet dated effective December 3, 2020, and the Hospital Sublease and Lease Agreement dated April 1, 2021, by and among Landlord and Tenant. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant.

24.16 No Waiver. No waiver by Landlord or Tenant of any provision or breach of this Lease shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of this Lease shall be deemed a waiver of any other provisions or breach. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

24.17 Submission. The submission of this Lease does not constitute an offer, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Furthermore, copies of this Lease that have not been executed and delivered by both Landlord and Tenant shall not serve as a memorandum or other writing evidencing an agreement between the parties. It is hereby disclosed that only the officer of Tenant listed in the signature block of this Lease has the authority to cause Tenant to enter into binding leases.

24.18 Memorandum of Lease. Upon either party's written request, Landlord and Tenant shall promptly execute and record a memorandum of this Lease in the form attached as Exhibit I, putting all Persons on notice of the existence of said provisions; provided the cost of recording

such memorandum shall be borne by the requesting party. This Lease shall not be recorded in its entirety unless Landlord and Tenant agree otherwise, in writing.

24.19 Attorney Fees. In the event of any lawsuit between the parties arising from or relating to this Lease, the prevailing party (defined to be the party that substantially obtains or defeats the relief sought) in such lawsuit shall be entitled to recover its reasonable costs, expenses and attorneys' fees from the non-prevailing party therein, including but not limited to, court costs, professional fees and other litigation expenses through all appellate levels and in bankruptcy court. This Section shall survive the expiration or termination of this Lease.

24.20 Exhibits. Landlord and Tenant acknowledge and agree that all exhibits and schedules referenced in this Lease are attached hereto and incorporated herein by reference.

24.21 Governing Law, Venue and Jurisdiction. This Lease shall be governed by the laws of the State of Oklahoma. Landlord and Tenant stipulate and agree that any lawsuit or other legal action arising from or relating to this Lease (or any agreement formed pursuant to the terms hereof) shall only be commenced, and such jurisdiction and venue shall only be valid, in state court of the county where the Premises are located.

24.22 Confidentiality. The parties hereto shall hold in confidence the information contained in this Lease and each of them hereby acknowledges and agrees that all information related to this Lease, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except: (a) to the extent necessary to comply with Applicable Law or the valid order of any governmental agency or any court of competent jurisdiction; (b) as part of its normal reporting or review procedure, to its auditors, and to its attorneys; (c) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Lease. Each party shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other party, release or share such information with any third party (except as permitted above and except as may be required by Applicable Law).

24.23 Protected Health Information. For purposes of this Section 24.23, "protected health information", or "PHI", shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties agree that neither Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI or to destroy such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

24.24 Counterparts. This Lease may be executed by the parties in separate counterparts, and the executed counterparts shall be deemed by the parties as a single executed and binding document. A facsimile or electronic version of any signature hereto shall be deemed an original for all purposes.

24.25 Recitals. The recitals and defined terms preceding the terms and conditions of this Lease are hereby incorporated into this Lease as if set forth herein.

24.26 Radon Disclosure.

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN OKLAHOMA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

***SIGNATURE PAGES FOLLOW***

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the Commencement Date.

**LANDLORD:**

**MIDWEST CITY MEMORIAL  
HOSPITAL AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

[Signature Page of Midwest City Memorial Hospital Authority]

TENANT:

SSM HEALTH CARE OF OKLAHOMA,  
INC.

By:   
Name: Joe M. Hodges  
Title: Regional President  
Date: May 8, 2024

[Signature Page of SSM Health Care of Oklahoma, Inc.]

**JOINDER OF MIDWEST CITY**

The undersigned joins in the foregoing Hospital Sublease and Lease Agreement for purposes of (and only for purposes of) agreeing to the provisions of Sections 13.01 and 13.04.

CITY OF MIDWEST CITY

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_, 2024

[Signature Page of City of Midwest City]

### **List of Exhibits and Schedules**

- Exhibit A – Legal Description of Subleased Premises Land
- Exhibit B – Legal Description of the Leased Premises Land
- Exhibit C – Permitted Exceptions
- Exhibit D – Commencement Date Agreement
- Exhibit E – Tenant’s Initial Investment
- Exhibit F – Memorandum of Restrictions
- Exhibit G – Non-Disturbance Agreement
- Exhibit H – Intentionally Deleted
- Exhibit I – Memorandum of Lease
- Exhibit J – [Intentionally Deleted]
- Schedule 1 – Prime Lease Documentation
- Schedule 2 – Medical District
- Schedule 3 – Disclosures to Section 21.01



Item #	Area	Description	PO Number	SSM Internal#	Date	Amount Paid	Total Amount Paid
1	EPIC Installation	Desktop Management/Domain					<b>\$ 47,126.79</b>
			4503684138	9471732	3/17/21	36,140.16	
			4503651644	10465521074	2/18/21	10,986.63	
2	EPIC Installation	Epic Implementation	N/A	I/C Spreadsheet I/C Transfer	01/21-12/21	1,342,383.25 284,063.52	<b>\$ 1,626,446.77</b>
3	EPIC Installation	Epic Application and Hardware Licensing	4503800843	J195498	8/12/21	39,905.25	<b>\$ 39,905.25</b>
4	EPIC Installation	Data Conversion/Archiving	4504010277				<b>\$ 361,048.00</b>
				170018	11/24/21	20,000.00	
				171304	2/1/22	3,750.00	
				1245	8/1/22	720.00	
				3217	2/25/22	219,000.00	
				3439	6/30/22	40,539.00	
				3453	7/7/22	40,539.00	
3214	1/7/22	36,500.00					
5	EPIC Installation	Network Services					<b>\$ 2,182,920.62</b>
			4503625357	23057	12/29/20	38,176.62	
			4503625802	9319583326	1/13/21	2,758.31	
			4503624326	10261647	1/12/21	45,277.51	
			4503624326	10276767	1/28/21	48,484.38	
			4503624326	10278788	1/31/21	22,676.16	
			4503624326	10343625	4/15/21	10,779.70	
			4503624326	10250984	12/24/20	9,693.22	
			4503645286	10285292	2/7/21	21,788.92	
			4503645286	10344975	4/16/21	25,611.39	
			4503645286	10415460	7/2/21	46,934.87	
			4503652789	10293230	2/17/21	10,500.14	
			4503676913	9320566829	3/18/21	2,086.90	
			4503676912	222943	3/3/21	4,438.84	
			4504030541	10777878	8/3/22	4,783.59	
				189303	6/20/22	826.77	
			4503744312	184158	7/2/21	1,144.10	
4503744312	183222	4/28/21	24,382.19				
4503789669	185166	9/16/21	109,929.50				
4503789669	185647	10/26/21	109,929.50				

4503789444	185681	10/26/21	7,179.00
4503853053	186389	12/6/21	2,487.41
4503853053	186471	12/9/21	2,782.19
4503853053	186420	12/8/21	4,360.44
4503853053	186472	12/9/21	2,786.50
4503792887	185176	9/21/21	1,318.28
4503855367	186387	12/6/21	12,218.87
4503841404	185720	10/28/21	12,811.82
4503792892	185172	9/20/21	5,061.00
4503819797	185698	10/26/21	21,005.84
4503789663	10521803	10/28/21	39,625.92
4503789663	10441792	7/31/21	2,640.48
4503789653	10571652	12/21/21	449,130.19
4503789653	10441793	7/31/21	4,642.31
4503789653	10445122	8/4/21	2,429.91
4503789653	10468309	8/31/21	79,364.27
4503789653	10528364	11/4/21	85,239.24
4503863451	186609	12/17/21	80,972.50
4503863451	193130	3/21/23	16,194.50
4503863451	188600	4/29/22	40,486.25
4503863451	190925	10/7/22	24,291.75
4504052680	9325437667	2/7/22	56,969.29
4504052680	9325345530	1/31/22	3,204.09
4504052657	10592184	1/19/22	325,055.78
4504039007	79340	1/12/22	330.61
4504002003	INVUS-41066	11/11/21	1,684.50
4503851836	9323954488	10/21/21	7,581.52
4503750531	10532428	11/10/21	11,883.89
4503750531	10434725	7/24/21	7,089.39
4503750531	10439277	7/29/21	9,607.67
4503742172	10534088	11/10/21	3,961.29
4503742172	10435380	7/25/21	7,089.39
4503742172	10439276	7/29/21	7,760.06
4503742172	10383934	5/28/21	71.95
	281130	4/7/21	325.51

		191903	12/19/22	3,822.01
		191904	12/19/22	6,279.53
	4504197167	192683	2/8/23	37,068.75
	4504197167	191871	12/19/22	67,607.50
	4503801382	39723	8/12/21	18,747.84
	4503801382	39782	8/18/21	17,640.00
	4504308159	JC130809	3/27/23	9,341.26
	4504308159	JC130421	2/27/23	14,011.91
		195753	9/29/23	882.52
		196069	10/30/23	18,237.77
		196874	12/27/23	3,456.56
	4504521230	BD0085767	8/28/23	105,978.75
<b>6</b>	EPIC Installation    SAP Financials & HR Integration			<b>\$ 123,915.00</b>
		1754658	4/21/21	4,600.00
		1757296	4/28/21	4,600.00
		1727970	2/10/21	4,600.00
		1722901	1/27/21	4,600.00
		1725558	2/3/21	4,600.00
		1720576	1/20/21	4,600.00
		1718247	1/13/21	4,600.00
		1731056	2/17/21	4,600.00
		1733604	2/24/21	4,600.00
		1736346	3/3/21	4,600.00
		1738759	3/10/21	4,600.00
		1746624	3/31/21	4,600.00
		1741771	3/17/21	4,600.00
		1744181	3/24/21	4,600.00
		1749239	4/7/21	4,600.00
		1752252	4/14/21	4,600.00
		1759878	5/5/21	4,600.00
		1719360	1/14/21	4,600.00
		1719360	1/14/21	3,680.00
		1715554	1/6/21	3,680.00
		SSMPROJ210401	4/1/21	14,938.75
		SSMPROJ210301	3/1/21	10,920.00

		SSMPROJ210501	5/1/21	4,856.25	
		SSMPROJ210101	1/1/21	1,640.00	
		SSMPROJ210201	2/1/21	1,400.00	
<b>7</b>	EPIC Installation Telecom				<b>\$ 82,080.89</b>
		4503645514	7073961	1/21/21	2,167.04
		4503645514	7073724	1/20/21	8,505.34
		4503696746	7083868	3/30/21	407.31
		4504164423	190301	8/29/22	26,698.00
			86515	9/16/22	25,372.00
			86787	12/14/22	3,491.20
			103594-1	12/30/22	15,440.00
<b>8</b>	EPIC Installation PCs/Printers/ Hardware(Hospital)				<b>\$ 978,207.57</b>
		4504031885	P866763	12/16/21	15,492.20
		4504018629	P034797	11/24/21	8,374.11
		4504018629	P070289	11/26/21	5,179.98
		4504018629	P323531	3/12/21	1,057.75
		4504018629	P079366	11/27/21	610.72
		4503776649	V642106	4/7/22	10,796.78
		4503776649	V113295	3/28/22	1,199.64
		4503776649	H021447	7/16/21	4,217.81
		4503776649	H031300	7/17/21	2,415.47
		4503776649	H215059	7/21/21	24,373.32
		4503776649	H270982	7/22/21	19,245.63
		4503776649	G963018	7/15/21	8,718.32
		4503776649	H729146	8/3/21	39,482.20
		4503776649	H148107	7/20/21	1,467.40
		4503776649	H148108	7/20/21	11,090.68
		4503776649	K819607	9/16/21	703.70
		4503776649	H401508	7/26/21	507.66
		4503776649	HK38494	3/15/23	1,298.29
		4503772876	G899266	7/14/21	2,932.44
		4503772876	G703892	7/9/21	18,188.21
		4503772876	G769339	7/12/21	2,097.79
		4503772876	H021302	7/16/21	24,909.17
		4503772876	H214929	7/21/21	25,922.71

4503772876	H270911	7/22/21	420.80
4503772876	H535394	7/28/21	5,576.10
4503772876	K313529	9/3/21	13,370.21
4503833283	S400240	2/28/22	5,727.75
4503833283	Q238911	12/28/21	8,804.37
4503833283	R904100	2/8/22	19,523.17
4503833283	Q770560	1/12/22	8,946.20
4503833283	R384474	1/26/22	1,889.34
4503833283	L770190	10/5/21	8,400.13
4503833283	L834589	10/9/21	749.46
4503833283	L966654	10/8/21	710.73
4503833283	L907319	10/7/21	5,990.14
4503822495	R960393	2/9/22	5,864.13
4503822495	K394294	9/7/21	644.78
4503822495	K446059	9/8/21	21,996.03
4503822495	K458299	9/8/21	4,926.09
4503822495	K588215	9/10/21	3,319.09
4503822495	K953841	9/20/21	16,469.19
4503822495	K932414	9/17/21	11,035.47
4504282637	HV83450	4/6/23	(7,619.81)
4504282637	GZ89083	2/24/23	16,941.05
4504282637	GM77246	2/1/23	12,515.10
4504282637	FC10189	11/14/22	10,885.41
4504282637	HD40577	3/2/23	(12,515.10)
4504355876	GN94622	2/3/23	209.14
4504311095	7775224	12/12/22	2,955.65
4503759065	G097787	6/25/21	7,776.65
4503759065	G083892	6/24/21	36,408.85
4503759068	F952278	6/22/21	1,245.47
4503759068	G702566	7/9/21	5,278.40
4503759068	G898521	7/14/21	586.49
4503759068	H214414	7/21/21	22,042.29
4503759068	H326552	7/23/21	1,750.00
4503759069	G277817	6/29/21	6,938.76
4503759069	G831219	7/13/21	1,420.48

		4503759069	H332918	7/23/21	3,815.23
		4503759069	H412639	7/27/21	36,978.35
		4503759086	F952279	6/22/21	11,209.27
		4503759086	G147030	6/25/21	11,259.13
		4503759086	G659204	7/9/21	27,209.54
		4503759085	G032029	6/24/21	44,185.50
		4503845360	L749150	10/5/21	38,937.25
		4503775764	1021S03	9/9/21	43,605.00
		4504284215	80387999	11/29/22	1,685.02
		4504307702	142628	1/17/23	8,848.66
		4504278560	DX41938	11/7/22	711.14
		4504278560	DX47753	11/8/22	122.08
		4503676918	INV6545358	3/3/21	1,425.77
		4503676918	INV6553595	3/16/21	6,295.11
		4503776653	1021S04	9/9/21	166,818.73
		4503836808	131152	12/9/21	36,916.34
		4503785546	633700	8/12/21	15,546.75
		4503785546	636175	9/3/21	21,454.52
		4503798088	J052406	8/10/21	770.82
		4503801379	J110818	8/10/21	176.79
		4503801379	J175774	8/11/21	197.91
		4503801379	J307393	8/14/21	1,541.65
		4503801379	K652492	9/13/21	19.11
		4503711842	F017587	6/2/21	897.68
		4503693431	9753923	3/23/21	1,620.53
		4503761190	F805360	6/18/21	1,240.05
		4503802563	636053	9/3/21	5,647.01
		4503802563	636110	9/3/21	901.17
		4503800869	635290	8/27/21	6,707.47
<b>9</b>	EPIC Installation	PCs/Printers (Medical Group)			<b>\$ 250,799.17</b>
		4503646447	124552	3/29/21	34,400.00
		4503661767	8345117	2/22/21	8,791.91
		4503661800	8139782	2/16/21	2,730.83
		4503661800	8380477	2/22/21	464.48
		4503661800	8439277	2/23/21	7,114.94

		4503659373	14758	3/17/21	5,158.60
		4503646448	8197514	2/17/21	31,037.18
		4503646448	8311333	2/19/21	32,948.12
		4503646448	8577566	2/25/21	11,160.58
		4503646448	8639684	2/26/21	39,132.15
		4503646448	8708745	3/1/21	1,549.67
		4503646448	8842812	3/3/21	1,728.47
		4503646448	8895879	3/4/21	(711.49)
		4503646448	8986030	3/7/21	2,700.00
		4503646448	C192148	4/23/21	9,058.24
		4503690333	15194	5/7/21	3,927.87
		4503684900	T975531	3/24/22	15,623.27
		4503684900	V055102	3/26/22	700.00
		4503684900	9781133	3/23/21	5,093.23
		4503684900	C111122	4/24/21	5,989.09
		4503684900	B533146	4/8/21	1,369.19
		4503684900	9714617	3/22/21	13,396.33
		4503683033	9185331	3/10/21	12,772.02
		4503683033	9574433	3/18/21	4,664.49
<b>10</b>	EPIC Installation 3rd Party Vendors/Licenses				<b>\$ 150,344.53</b>
			SC77337	4/7/21	52,000.00
		4503771246	75402	7/25/21	38,068.64
		4503796248	DMI-7582	9/2/21	22,440.00
		4503802522	94322662	3/15/22	1,262.00
		4503802522	94322642	3/15/22	1,262.00
		4503835324	70420295	10/7/21	18,875.00
		4503835324	70453216	3/8/22	2,495.08
		4503835324	70464446	5/2/22	2,495.08
		4503835324	70459044	4/4/22	2,495.08
		4503835324	70487935	9/1/22	2,495.08
		4503835324	70453215	3/8/22	6,456.57
<b>11</b>	EPIC Installation Imaging				<b>\$ 653,717.59</b>
			L01-235587	12/24/21	18,750.00
			LE01-244445	1/31/22	8,454.60
			LE01-259620	5/26/22	2,510.76

	LE01-256287	4/28/22	2,971.92
	LE01-248401	2/28/22	2,510.76
	LE01-251858	3/25/22	1,485.96
	LE01-263262	6/27/22	3,074.40
	LE01-267527	7/29/22	1,998.36
	LE01-271334	8/31/22	4,611.60
	LE01-275845	9/30/22	5,482.68
	LE01-279952	10/28/22	3,689.28
	LE01-212017	6/14/21	38,893.59
	LE01-217854	7/30/21	1,229.76
	LE01-269162	7/29/22	31,250.00
4503851851	6002016814	12/18/21	3,176.00
4503851851	6002020285	12/30/21	3,573.00
4503851851	6002016813	12/18/21	3,176.00
4503851851	6002011306	12/2/21	1,985.00
4503851851	6002011307	12/2/21	1,985.00
4503851851	6002114042	5/1/22	3,228.00
4503851851	6002129290	5/6/22	1,995.84
4503851853	949239560	4/5/22	1,980.00
4503851860	201520482	1/30/22	2,808.00
4504033351	9023153995	6/16/23	37,956.96
	9023154001	6/16/23	8,313.92
	101204	2/26/21	4,480.00
	102419	3/31/21	14,495.00
	103323	4/23/21	18,675.00
	104403	5/21/21	16,500.00
	105649	6/25/21	3,000.00
	101206	2/26/21	23,920.00
	103313	4/23/21	20,670.00
	102718	4/8/21	4,691.10
	101205	2/26/21	26,000.00
	102466	3/31/21	20,930.00
	102468	3/31/21	17,680.00
	104057	5/11/21	12,350.00
	104409	5/21/21	18,525.00
	104394	5/21/21	20,800.00



			105656	6/25/21	25,480.00	
			105646	6/25/21	25,018.82	
			107764	8/9/21	20,800.00	
			106768	7/23/21	19,630.00	
			107760	8/19/21	21,921.94	
			106772	7/23/21	17,290.00	
			109056	9/24/21	22,490.00	
			1181	5/11/21	(19,500.00)	
			116885	3/23/22	20,800.00	
	4503792087		9022512869	3/30/23	79,979.34	
<b>12</b>	EPIC Installation Staff Augmentation					<b>\$ 207,604.70</b>
			SIN013797	12/31/21	188,600.00	
			SIN012227	9/22/21	10,000.00	
			63147	10/20/21	9,004.70	
<b>13</b>	EPIC Installation NURSE CALL / Responder 5 Upgrades					<b>\$ 421,682.38</b>
		4504244963	0028035-IN	9/20/22	352,550.65	
			0028375-IN	1/10/23	27,670.49	
		4504590958	24491	10/26/23	27,963.51	
			231833	5/19/23	8,790.16	
			231718	5/16/23	1,569.21	
			232039	5/26/23	3,138.36	
<b>14</b>	Computer Services SoftBank Blookbank Inventory Software					<b>\$ 103,000.00</b>
		4503814888	167776	7/26/21	51,500.00	
		4503814888	170537	12/21/21	51,500.00	
<b>15</b>	Computer Services Cash Register Upgrade - Sodexo		1001875235	6/30/21	8,786.35	<b>\$ 8,786.35</b>
<b>16</b>	Computer Services GE MacLab	4503731811	500795256	9/25/21	164,393.41	<b>\$ 164,393.41</b>
<b>17</b>	Computer Services Endo Cables	4504208719	204789513	8/10/22	669.26	<b>\$ 11,200.65</b>
			P Card	4/25/23	2,323.01	
			P Card	5/3/23	5.99	
		4504208867	DV37091	11/2/22	902.84	
		4504208867	DS29969	10/27/22	4,030.24	
		4504208867	CV36571	9/16/22	2,373.04	
		4504440457	JN83231	5/11/23	107.84	
		4504440457	JP32432	5/12/23	180.12	
		4504440457	JQ02751	5/16/23	469.51	

			4504208867	CR94767	9/12/22	138.80		
<b>18</b>	Equipment	Skyton LLC Scrub Sink	4504398016	CD99198419	6/29/23	5,023.13	\$	<b>5,428.73</b>
			4504398016	CD99191950	3/29/23	405.60		
<b>21</b>	Equipment	Ambulances (2)					\$	<b>262,623.48</b>
			4504238859	23217	4/27/23	104,210.00		
			4504238859	23218	4/24/23	104,210.00		
			4504294877	3622981	12/7/22	21,318.24		
			4504294877	3621869	12/6/22	1,256.88		
				83943	6/12/23	12,563.13		
				105457	5/4/23	8,673.45		
			4504510622	0220-296371	8/4/23	10,391.78		
<b>22</b>	Equipment	Endo Beds	4504166774	3985513M	12/12/22	49,737.32	\$	<b>49,737.32</b>
<b>23</b>	Equipment	Endo Blanket Warmer	4504164605	10832967	2/7/23	8,286.72	\$	<b>8,286.72</b>
<b>24</b>	Equipment	Endo Sink					\$	<b>20,135.45</b>
			4504164601	10827060	2/6/23	576.05		
			4504164501	11436191	8/3/23	282.48		
			4504164601	10821139	2/3/23	16,193.60		
			4504164601	10792101	1/25/23	340.82		
			4504164601	11693044	10/20/23	2,742.50		
<b>26</b>	Equipment	HEMATEK3000 Fisher Stainer	4504524913	5622086	8/23/23	8,304.13	\$	<b>8,304.13</b>
<b>27</b>	Equipment	Sterile Processing Equipment					\$	<b>919,725.55</b>
			4504265934	549793	2/14/23	1,657.87		
			4504265934	10975858	3/20/23	91,526.47		
			4504265934	11001265	3/27/23	7,987.56		
			4504265934	10990138	3/20/23	9,557.16		
			4504265934	572211	8/28/23	139,415.10		
			4504265934	553323	3/27/23	429,132.10		
			4504265934	11182566	5/18/23	169,268.15		
			4504265934	11134686	5/4/23	3,976.39		
			4504390069	CD99198785	7/7/23	53,630.10		
			4504390069	CD99199624	7/20/23	13,574.65		
<b>28</b>	Equipment	OR8 Overhead Lights	4504240445	CD99192160	3/31/23	22,173.83	\$	<b>24,728.25</b>
			4504240445	CD99193231	4/18/23	2,554.42		
<b>29</b>	Equipment	PICC Ultrasound IT Equipment	4504244188	9110722148	12/22/22	16,594.14	\$	<b>16,594.14</b>
<b>30</b>	Equipment	Imaging Table					\$	<b>54,431.08</b>

			4504141120	CD99182824	11/16/22	1,574.31	
			4504141120	CD99181790	11/2/22	52,856.77	
<b>31</b>	Equipment	Refrigerator	4504326507	9632639507	3/8/23	14,293.20	\$ <b>14,293.20</b>
<b>32</b>	Equipment	Endo Suction Units	4504316712	S226	1/31/23	37,691.29	\$ <b>37,691.29</b>
<b>33</b>	Equipment	Blanket Warmer ICU	4504258108	10847601	2/10/23	10,140.68	\$ <b>10,140.68</b>
<b>34</b>	Equipment	Slim Stretcher Cath Lab	4504303014	4012035M	1/9/23	5,109.48	\$ <b>5,109.48</b>
<b>35</b>	Equipment	Portable X Ray Machine	4504470417	177288029	7/25/23	132,499.96	
<b>39</b>	Equipment	Med Sol Freezer	4504401541	2304028	4/11/23	8,125.52	\$ <b>8,125.52</b>
<b>40</b>	Equipment	Astra TEE Disinfecter	4504401427	946830	7/31/23	25,038.45	\$ <b>29,903.45</b>
			4504401427	945758	7/26/23	4,865.00	
<b>41</b>	Equipment	Midas Rex	4504604790	2573255450	11/9/23	12,262.24	\$ <b>12,262.24</b>
<b>42</b>	Equipment	Abbott Irrigation Pump	4504287473	9015477354	11/11/22	5,900.00	\$ <b>5,900.00</b>
<b>43</b>	Equipment	Endo Drying Cabinet and Scopes	4504365515	11004040	3/27/23	46,727.36	\$ <b>50,958.19</b>
			4504365515	11348027	7/11/23	4,230.83	
<b>44</b>	Equipment	Bronchoscope	4504411117	4504411117	4/25/23	22,736.44	\$ <b>22,736.44</b>
<b>45</b>	Equipment	Bladder Scanner	4504422685	80694642	6/24/23	12,465.77	\$ <b>12,465.77</b>
<b>46</b>	Equipment	Vital Signs Monitor	4504422696	2085788992	5/3/23	13,413.36	\$ <b>30,013.49</b>
			4504422696	2086084538	5/12/23	16,600.13	
<b>47</b>	Equipment	Ultrasound	4504422767	520846191	5/23/23	137,640.26	\$ <b>137,640.26</b>
<b>48</b>	Equipment	Automatic Blood Type Machine	4504424700	9616104066	9/7/23	70,915.00	\$ <b>70,915.00</b>
<b>49</b>	Equipment	CAPR	4504445526	0088045-IN	5/19/23	24,693.91	\$ <b>24,693.91</b>
<b>50</b>	Equipment	Oncology Exam Tables, Chairs, Misc	4504131624	27642306	11/1/22		\$ <b>14,999.37</b>
<b>51</b>	Equipment	Echo Table-Non Interventional Cardiology	4504238580	37346162	5/1/23	8,420.16	\$ <b>8,335.16</b>
			4504238580	22350845	5/15/23	(85.00)	
<b>52</b>	Equipment	AMSCO Glass Door Warming Cabinet	4504452824	11284338	6/19/23	10,534.53	\$ <b>10,534.53</b>
<b>53</b>	Equipment	Medtronic Cautery Units (4)	4504458005	5869638531	7/21/23	12,001.00	\$ <b>52,040.70</b>
			4504458005	586955053	7/24/23	40,039.70	
<b>54</b>	Equipment	Midas Rex Drill Replacement	4504458006	2570045031	6/2/23	29,719.82	\$ <b>43,352.36</b>
		Additional Console	4504532054	2571751389	8/29/23	13,632.54	
<b>55</b>	Equipment	Hana Table	4504470406	9000979670	6/19/23	106,797.57	<b>106,797.57</b>
<b>56</b>	Equipment	7th/8th Floor Equipment					<b>368,008.21</b>
		Patient Storage Boxes	4504459466	309018301	6/27/23	7,020.59	
		Bariatric Recliner (33)/Bed Table	4504459237	1717065	7/27/23	126,284.13	
		Glass	4504460601	231173	7/19/23	18,904.43	
		Ice Dispenser	4504494886	0024162-IN	7/25/23	3,843.59	

	Artwork		3834	7/17/23	9,853.35
	Artwork		4044	11/30/23	11,833.52
	TV's	4504515365	9799512646	8/9/23	22,560.56
	TV's	4504515365	9801082588	8/10/23	1,145.55
	TV's	4504515365	9799141982	8/9/23	916.44
	TV's	4504515365	9801513673	8/11/23	458.22
	TV's	4504578694	9878332080	10/20/23	22,560.56
	TV's	4504578694	9877583345	10/20/23	76.37
	TV's	4504578694	9877649369	10/20/23	687.33
	TV's	4504578694	9876645590	10/19/23	1,756.51
	Equipment Storage	4504497191	50090727	8/8/23	499.64
	Mini fridge	4504497191	50090727	8/8/23	694.89
	Hill Rom Recliners 7th Floor	4504604804	1805698	1/18/24	138,912.53
<b>58</b>	Equipment	<b>Radiology</b>			<b>121,030.94</b>
	ABI Vascular for Ultrasound	4504470390	20230712CT01	7/12/23	39,979.70
	Ultrasound	4504691588	1428092	2/28/24	81,051.24
<b>59</b>	Equipment	<b>Surgery</b>			<b>\$ 437,551.89</b>
	Anesthesia Carts	4504477587	80415726	8/24/23	193,931.57
		4504477587	80416911	9/6/23	48,482.93
		4504477377	16492592	6/28/23	27,377.62
		4504477353	INVUS-53232	1/12/24	2,584.20
		4504477353	INVUS-53200	1/12/24	2,650.00
		4504477390	INV182500	7/7/23	3,419.08
		4504477390	INV181732	6/30/23	2,579.21
		4504477557	KM73016	6/30/23	125.79
		4504477557	LG08782	8/10/23	2,824.69
		4504477557	KL73802	6/28/23	29.03
		4504477557	KL76124	6/28/23	702.06
		4504477557	KL67679	6/28/23	1,396.76
		4504477412	699641	7/5/23	3,031.02
		4504477435	701162	7/24/23	4,383.92
	Bone Mills Medtronic	4504484865	2570723851	7/7/23	8,378.88
		4504484865	2571553420	8/17/23	2,227.28
		4504484865	2570667606	7/5/23	6,043.60
	Washer OR		110182	7/12/23	2,152.09





**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: May 28th, 2024

Subject: Discussion, consideration, and possible action of accepting four (4) grants of Permanent Easement and three (3) grants of Temporary Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in Section 9, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

The Easements are needed in connection with the Sooner Rose Development Sanitary Sewer project. The project will increase sanitary sewer capacities in the area to help further development. The easements are located on various parcels belonging to the Midwest City Chamber of Commerce and various entities associated with Rose State College.

#### Permanent Easements

<b>Index Parcel</b>	<b>Grantor</b>
4	Rose State College Technical Area Education District
5	Midwest City Chamber of Commerce
12	Rose State College Technical Area Education District
12A	The State of Oklahoma Oscar Rose Junior College

#### Temporary Easements

<b>Index Parcel</b>	<b>Grantor</b>
12.1	The State of Oklahoma Oscar Rose Junior College
12.2	The State of Oklahoma Oscar Rose Junior College
12.3	Rose State College Technical Area Education District

Patrick Menefee, P.E.,  
City Engineer  
Attachments

RETURN TO CITY CLERK  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Project: Sooner Rose Sanitary Sewer Improvements  
Parcel No. 4

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That Rose State College Technical Area Education District (grantor), of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

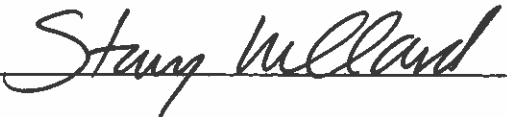
**See Exhibit "A"**

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build improvement(s) upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except \_\_\_\_\_ and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 18<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_

**Stacy Willard**

Chairman of the Board of Trustees for the  
Technical Area Education District

STATE OF OKLAHOMA )  
 )ss.  
COUNTY OF OKLAHOMA )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 18<sup>th</sup> day of April, 20 24, personally appeared Chairman, Stacy Willard, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 18<sup>th</sup> day of April, 20 24.

My Commission Number: 18007629

My Commission Expires: 08/01/26



Michelle A. Nutter  
NOTARY PUBLIC

Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Mayor, Matt Dukes

Attest: (seal)

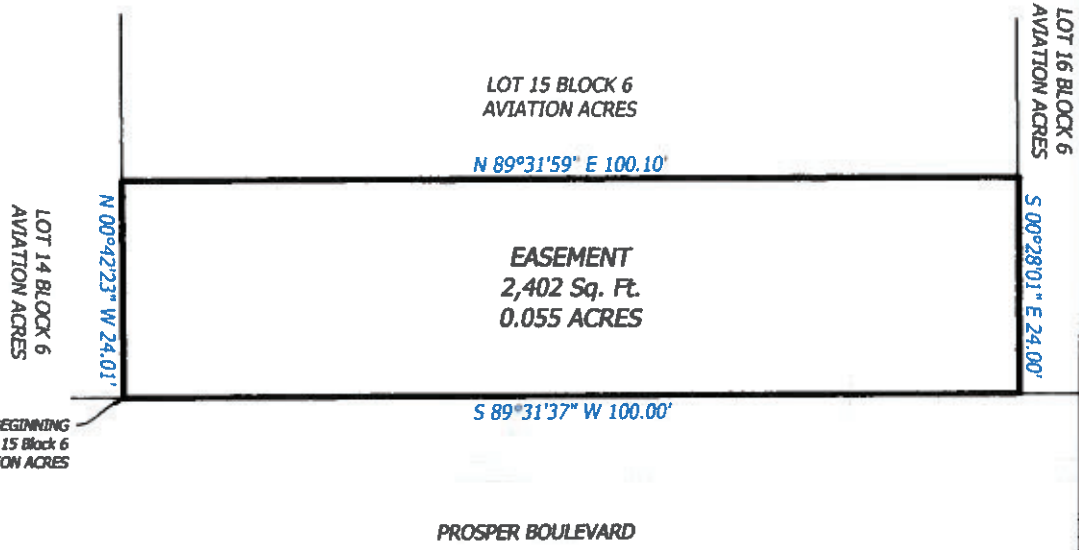
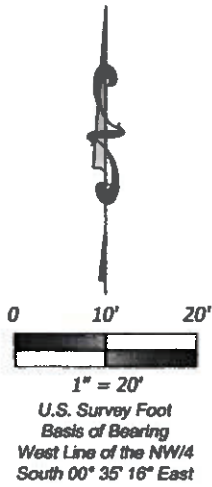
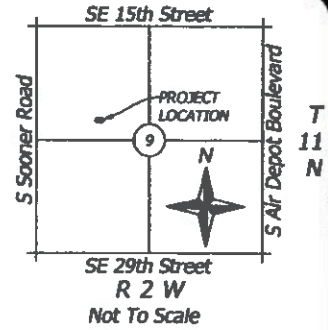
\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Don Maisch, City Attorney



EXHIBIT



**G LEGAL DESCRIPTION**

An easement lying in the Northwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

**BEGINNING** at the Southwest corner of Lot 15, Block 6, AVIATION ACRES, a plat filed in the office of the Oklahoma County Clerk in Book 24 of Plats, Page 4;

- Thence N00°42'23"W along the West line of said Lot a distance of 24.01 feet;
- Thence N89°31'59"E a distance of 100.10 feet to a point on the East line of said Lot;
- Thence S00°28'01"E along said line a distance of 24.00 feet to a point on the South line of said Lot, same being the Southeast corner of said Lot ;
- Thence S89°31'37"W along said line a distance of 100.00 feet to the POINT OF BEGINNING.

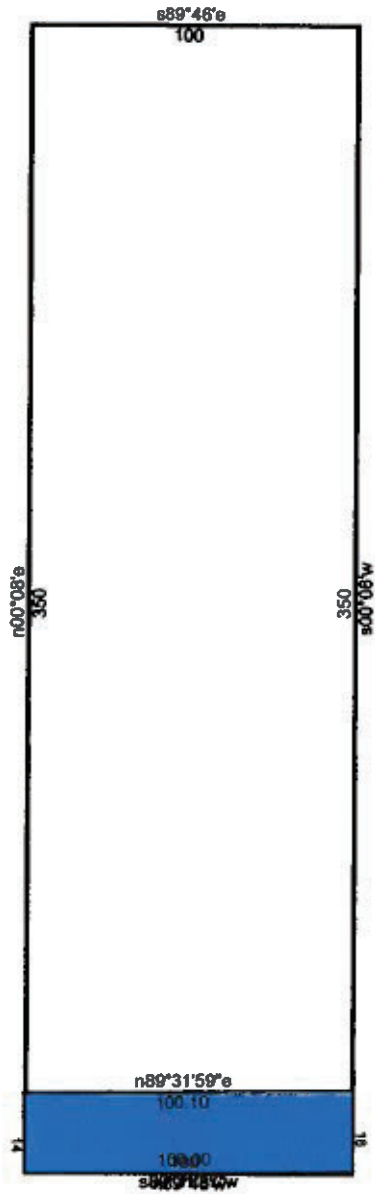
Containing 2402 Sq. FL or 0.055 Acres, more or less.



*Troy Dee*  
 Troy Dee, PLS #1745  
 July 21, 2023

Prepared By  
**GOLDEN**  
**LAND SURVEYING**  
 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
 C.A.# 7263 / Exp. Date =6/30/2024  
 Telephone: (405) 849-6010 Email: troy@goldens.com  
 Drafted by: JJ GLS Job No.: 231368  
 Plot Date: July 21, 2023

Filename: O:\OBSM\PROJECTS 2021\231368 5001 TINKER DIAGONAL\_MMC\_OK\_MU.LT\_LMRNDHWGEASEMENT EXHIBITS.DWG; Last Saved: 7/21/2023 7:54:39 AM; Plot Date: 7/21/2023; Lognr: Justin Johns



1/10/2024

Scale: 1 inch= 55 feet

File: 4 NDP.ndp

Tract 1: 0.8035 Acres (35000 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=900 ft.  
Tract 2: 0.0551 Acres (2402 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/263956), Perimeter=248 ft.

- |                       |                     |
|-----------------------|---------------------|
| 01 e0 n5280           | 13 /n00.08e 442.25  |
| 02 /s00w 2624.51      | 14 n00.4223w 24.01  |
| 03 /s89.5130e 1418.72 | 15 n89.3159e 100.10 |
| 04 /n00.08e 442.25    | 16 s00.2801e 24.00  |
| 05 n00.08e 350        | 17 s89.3137w 100.00 |
| 06 s89.46e 100        |                     |
| 07 s00.08w 350        |                     |
| 08 n89.46w 100        |                     |
| 09 @1 UE 4            |                     |
| 10 e0 n5280           |                     |
| 11 /s00w 2624.51      |                     |
| 12 /s89.5130e 1418.72 |                     |

Exhibit "A"

Lot 15, Block 6, Aviation Acres, in Oklahoma County, Oklahoma,  
according to the recorded in Book 24 of Plats, Page 4

Job: Sooner Rose Sanitary Sewer Improvements  
City: Midwest City  
Parcel: 4

### CONSENT OF OWNERS RIGHT OF ENTRY

Rose State College Technical Area Education District, on this 18<sup>th</sup> Day of April  
20 24

Legal Description:

See Exhibit.

The undersigned owner(s) of said land hereby do/does give permission to, City of Midwest City, Oklahoma, whose address is 100 N. Midwest Blvd, Midwest City, OK 73110,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

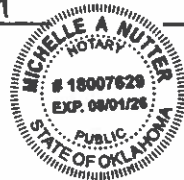
Stacy Willard

Owner/ Title /  
Stacy Willard / Chairman

SUBSCRIBED and sworn to before me this 18<sup>th</sup> day of April, 2024.

My commission expires: 08/01/26

My Commission No: 18007629



Michelle A. Nutter  
Notary Public

**AFFIDAVIT OF CORPORATION**

Stacy Willard as Chairman of the Board of Trustees of  
(Name) (Title)

Rose State College Technical Area Education District hereby certify as follows:

1. Rose State College Technical Area Education District is the OWNER of the following described property, to-wit:

See Exhibits, Parcel 4.

2. The Corporation is still in full force and effect.

3. I, Stacy Willard, am the appointed Chairman of the Board of Trustees of Rose State College Technical Area Education District and that I have full power and authority pursuant to said Corporate agreement to act on behalf of said Corporation.

*Stacy Willard*

Name/Title Stacy Willard / Chairman

April 18, 2024

Date

State of Oklahoma )

County of Oklahoma )

On this 18<sup>th</sup> day of April, 2024 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared to me known to be the identical person who executed the within and foregoing instrument as its Chairman, Stacy Willard and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 08/01/26 Commission# 18007629

Notary Public *Michelle A Nutter*



**DONATION CERTIFICATE**

JOB: Sooner Rose Sanitary Sewer Improvements

DATE: April 18, 2024

CITY: Midwest City, OK

Owner: Rose State College Technical Area Education District

PARCEL NO: 4

I/We the undersigned, do hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: City of Midwest City, Oklahoma: \_

Sooner Rose Sanitary Sewer Improvements

LEGAL DESCRIPTION: See two attached exhibits: P-4

Address: \_\_\_\_\_

**SIGNATURES**

Dated this 18<sup>th</sup> day of April, 2024.

Stacy Willard  
Owner/Title Stacy Willard / Chairman

\_\_\_\_\_  
Owner/Title

\_\_\_\_\_  
Owner/Title

\_\_\_\_\_  
Agent

**Witness:**

Michelle A. Hunt

Witness \_\_\_\_\_

Date 4/18/24

Date

(Attach Legal Description)

<b>I decline to donate.</b>	
BY: _____	OWNER
BY: _____	OWNER
DATE: _____	

RETURN TO CITY CLERK  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Project:  
Parcel No. 5

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That Midwest City Chamber of Commerce (grantor), of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

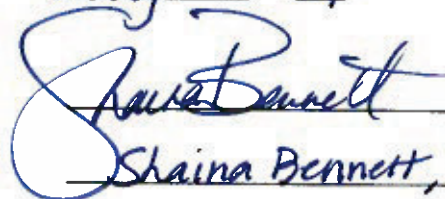
**See Exhibit "A"**

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build improvement(s) upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except \_\_\_\_\_ and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 15 day of May, 2024.

  
\_\_\_\_\_  
Shaina Bennett, President

STATE OF Oklahoma )  
 )ss.  
COUNTY OF Oklahoma )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 15 day of May, 2024, personally appeared Shaina Bennett, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 15<sup>th</sup> day of May, 2024.

My Commission Number: 22006394

My Commission Expires: 5-5-26

Emily Brook Richey  
NOTARY PUBLIC  
My Commission Expires 05-05-2026  
Commission # 22006394  
Notary Public, State of Oklahoma  
EMILY BROOK RICHEY

Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_ 20  .

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Mayor, Matt Dukes

Attest: (seal)

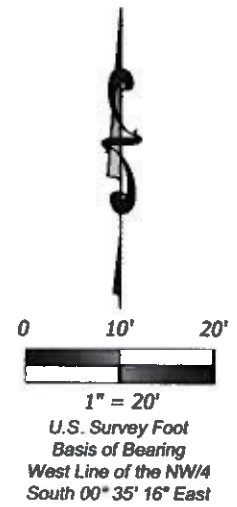
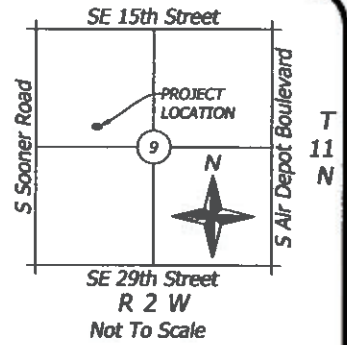
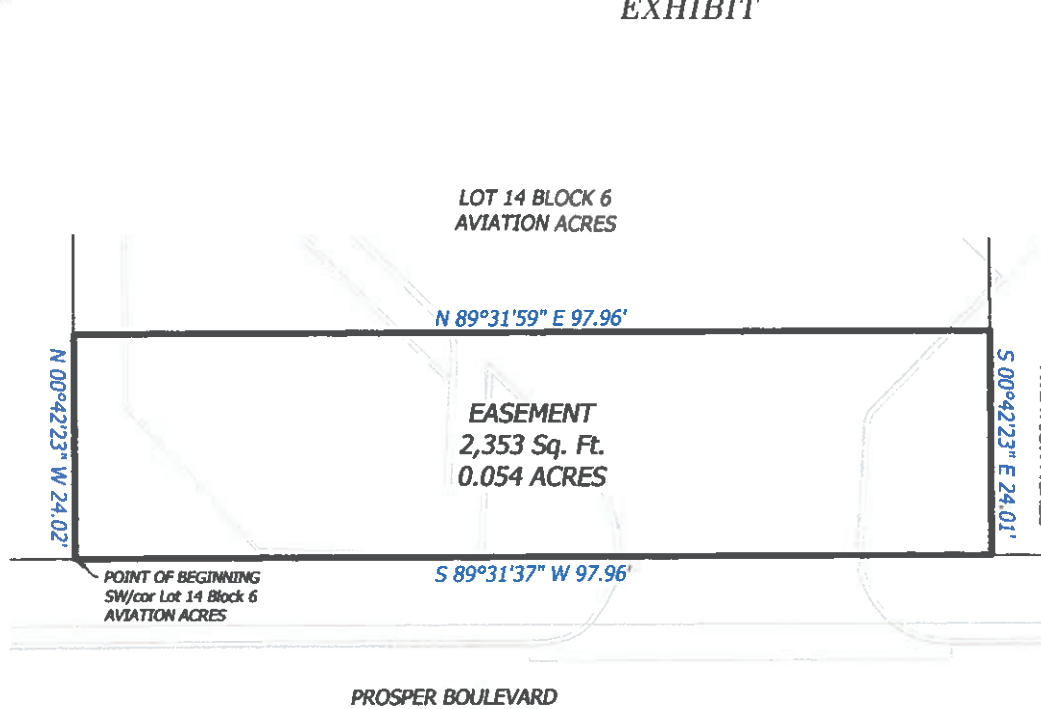
\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Don Maisch, City Attorney



EXHIBIT



**G** LEGAL DESCRIPTION

An easement lying in the Northwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 14, Block 6, AVIATION ACRES, a plat filed in the office of the Oklahoma County Clerk in Book 24 of Plats, Page 4;

- Thence N00°42'23"W along the West line of said Lot a distance of 24.02 feet;
- Thence N89°31'59"E a distance of 97.96 feet to a point on the East line of said Lot;
- Thence S00°42'23"E along said line a distance of 24.01 feet to a point on the South line of said Lot, same being the Southeast corner of said Lot;
- Thence S89°31'37"W along said line a distance of 97.96 feet to the POINT OF BEGINNING.

Containing 2353 Sq. Ft. or 0.054 Acres, more or less.



*Troy Dee*

Troy Dee, PLS #1745  
July 21, 2023

Prepared By

**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A.# 7263 / Exp. Date =6/30/2024  
Telephone: (405) 849-6010 Email: troy@goldens.com  
Drafted by: JJ GLS Job No.: 231368  
Plot Date: July 21, 2023

Sheet 1 Of 1

## **Exhibit "A"**

**Lot 14, Block 6, Aviation Acres, in Oklahoma County, Oklahoma,  
according to the plat recorded in Book 24 of Plats, page 4.**

Job: Sooner Rose Sanitary Sewer Improvements  
City: Midwest City  
Parcel: 5

### CONSENT OF OWNERS RIGHT OF ENTRY

Midwest City Chamber of Commerce, on this 15 Day of May 2024

Legal Description:

See Exhibits.

The undersigned owner(s) of said land hereby do/does give permission to, City of Midwest City, Oklahoma, whose address is 100 N. Midwest Blvd, Midwest City, OK 73110,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

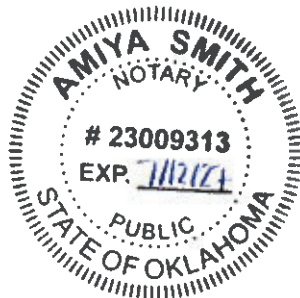
Jana Bennett  
Owner/ Title

SUBSCRIBED and sworn to before me this 15 day of May, 2024.

My commission expires: 7/12/24

My Commission No: 23009313

Amiya Smith  
Notary Public



**AFFIDAVIT OF CORPORATION**

Shaina Bennett as President of  
(Name) (Title)

Midwest City Chamber of Commerce hereby certify as follows:

1. Midwest City Chamber of Commerce is the OWNER of the following described property, to-wit:

See Exhibits, Parcel 5.

2. The Corporation is still in full force and effect.

3. Shaina Bennett, am the appointed President of Midwest City Chamber of Commerce and that I have full power and authority pursuant to said Corporate agreement to act on behalf of said Corporation.

Shaina Bennett, President

Name/Title

15 May 24

Date

State of Oklahoma )

County of Oklahoma )

On this 15 day of May, 2024 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared to me known to be the identical person who executed the within and foregoing instrument as its \_\_\_\_\_ and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Amiya Smith

My Commission Expires: 7/12/27 Commission# 27009313

Notary Public Amiya Smith/Oklahoma



**DONATION CERTIFICATE**

DATE: 5/15/24

JOB PIECE: \_\_\_\_\_

CITY: Midwest City, OK

Owner: Midwest City Chamber of Commerce

PARCEL NO: 5

I/We the undersigned, do hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: City of Midwest City, Oklahoma: Sooner Rose Sanitary Sewer Improvements

LEGAL DESCRIPTION: See one attached exhibit: P-5

Address: \_\_\_\_\_

**SIGNATURES**

Dated this 15 day of May, 2024.

Shaina Bennett, President  
Owner/Title

\_\_\_\_\_  
Owner/Title

\_\_\_\_\_  
Owner/Title

\_\_\_\_\_  
Agent

Witness:

PATRICIA MENEFEE

Witness 5/15/24

Date

(Attach Legal Description)

<b>I decline to donate.</b>	
BY: _____	OWNER
BY: _____	OWNER
DATE: _____	

RETURN TO CITY CLERK  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Project: Sooner Rose Sanitary Sewer Improvements  
Parcel No. 12

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That Rose State College Technical Area Education District (grantor), of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

**See Exhibit "A"**

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build improvement(s) upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except \_\_\_\_\_ and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 18<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_

**Stacy Willard**

Chairman of the Board of Trustees for the  
Technical Area Education District

STATE OF OKLAHOMA )  
 )ss.  
COUNTY OF OKLAHOMA )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 18<sup>th</sup> day of April, 2024, personally appeared Chairman, Stacy Willard, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 18<sup>th</sup> day of April, 2024.

My Commission Number: 18007629

My Commission Expires: 08/01/26



Michelle A. Nutt  
NOTARY PUBLIC

Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Mayor, Matt Dukes

Attest: (seal)

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Don Maisch, City Attorney



12/11/2023

Scale: 1 inch= 60 feet

File: 12 ROSE STATE.ndp

Tract 1: 0.7887 Acres (34355 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=943 ft.

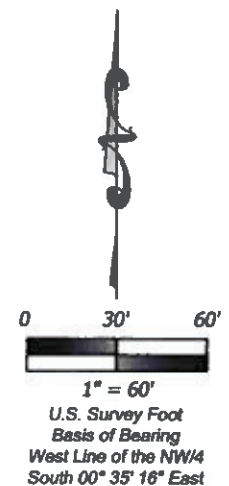
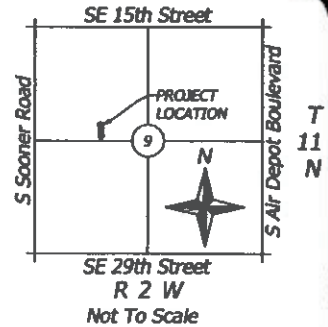
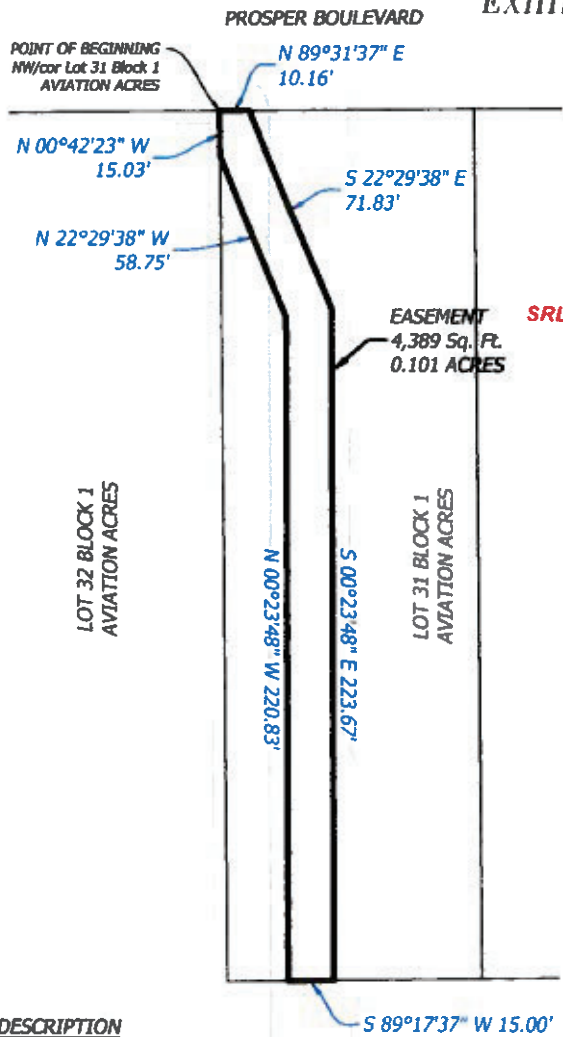
Tract 2: 0.1008 Acres (4389 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/200365), Perimeter=615 ft.

Tract 3: 0.0028 Acres (122 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/14018), Perimeter=53 ft.

- |  |                      |
|--|----------------------|
| 01 e0.00 n5280                               | 24 @3 TCE 12.3       |
| 02 /s00.08w 2620                             | 25 e0 n5280          |
| 03 /n89.5130e 308.74                         | 26 /s00.08w 2620     |
| 04 /n89.5130e 659.98                         | 27 /n89.5130e 308.74 |
| 05 /n89.5130e 500                            | 28 /n89.5130e 659.98 |
| 06 n89.5130e 90                              | 29 /n89.5130e 500    |
| 07 n00.08e 381.73                            | 30 /n00.08e 381.91   |
| 08 s89.5130w 90                              | 31 /s00.4223e 65.73  |
| 09 s0.0800w 381.73                           | 32 /n89.1737e 36.42  |
| 10 @2 UE 12 (pt aviation acres - rose state) | 33 n89.3612e 6.41    |
| 11 e0 n5280                                  | 34 s00.2348e 20.30   |
| 12 /s00.08w 2620                             | 35 s89.3612w 6.00    |
| 13 /n89.5130e 308.74                         | 36 n00.2348w 19.30   |
| 14 /n89.5130e 659.98                         | 37 n22.2938w 1.08    |
| 15 /n89.5130e 500                            |                      |
| 16 /n00.08e 381.91                           |                      |
| 17 n89.3137e 10.16                           |                      |
| 18 s22.2938e 71.83                           |                      |
| 19 s00.2348e 223.67                          |                      |
| 20 s89.1737w 15.00                           |                      |
| 21 n00.2348w 220.83                          |                      |
| 22 n22.2938w 58.75                           |                      |
| 23 n00.4223w 15.03                           |                      |



EXHIBIT



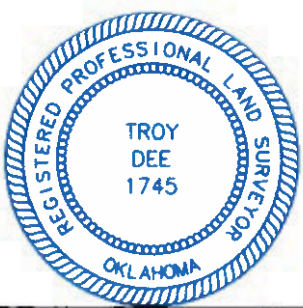
File name: O:\JOBS\PROJECTS 2023\231368 5601 TINKER DIAGONAL\_MWC\_OK\_MU.LT\_LMRKDWGEASEMENT EXHIBITS.DWG; Last Saved: 7/21/2023 7:24:39 AM; Plot Date: 7/21/2023; Loghi: Justin Johns

**G LEGAL DESCRIPTION**

An easement lying in the Northwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 31, Block 1, AVIATION ACRES, a plat filed in the office of the Oklahoma County Clerk in Book 24 of Plats, Page 4;  
 Thence N89°31'37"E along the North line of said Lot a distance of 10.18 feet;  
 Thence S22°29'38"E a distance of 71.83 feet;  
 Thence S00°23'48"E a distance of 223.67 feet to the South line of said Lot;  
 Thence S89°17'37"W along said South line a distance of 15.00 feet;  
 Thence N00°23'48"W a distance of 220.83 feet;  
 Thence N22°29'38"W a distance of 58.75 feet to a point on the West line of said Lot;  
 Thence N00°42'23"W along said line a distance of 15.03 feet to the POINT OF BEGINNING.

Containing 4389 Sq. Ft. or 0.101 Acres, more or less.



*Troy Dee*  
 Troy Dee, PLS #1745  
 July 21, 2023

Prepared By  
**GOLDEN**  
**LAND SURVEYING**  
 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
 C.A.# 7263 / Exp. Date =6/30/2024  
 Telephone: (405) 849-6010 Email: troy@goldens.com  
 Drafted by: JJ GLS Job No.: 231368  
 Plot Date: July 21, 2023

Exhibit "A"

Lot 31, Block 1, Aviation Acres, in Oklahoma County, Oklahoma,  
according to the recorded in Book 24 of Plats, Page 4

Job: Sooner Rose Sanitary Sewer Improvements  
City: Midwest City  
Parcel: 12,12.3

### CONSENT OF OWNERS RIGHT OF ENTRY

Rose State College Technical Area Education District, on this 18<sup>th</sup> Day of April  
20 24

Legal Description:

See Exhibits.

The undersigned owner(s) of said land hereby do/does give permission to, City of Midwest City, Oklahoma, whose address is 100 N. Midwest Blvd, Midwest City, OK 73110,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

Stacy Willard

Owner/ Title  
Stacy Willard / Chairman

SUBSCRIBED and sworn to before me this 18<sup>th</sup> day of April, 2024.

My commission expires: 08/01/26

My Commission No: 18007629



Michelle A. Nutter  
Notary Public

**AFFIDAVIT OF CORPORATION**

Stacy Willard as Chairman of the Board of Trustees of  
(Name) (Title)

Rose State College Technical Area Education District hereby certify as follows:

1. Rose State College Technical Area Education District is the OWNER of the following described property, to-wit:

See Exhibits, Parcel 12.3.

2. The Corporation is still in full force and effect.

3. I, Stacy Willard, am the appointed Chairman of the Board of Trustees of Rose State College Technical Area Education District and that I have full power and authority pursuant to said Corporate agreement to act on behalf of said Corporation.

*Stacy Willard*

Name/Title / Stacy Willard / Chairman

April 18, 2024

Date

State of Oklahoma )

County of Oklahoma )

On this 18<sup>th</sup> day of April, 2024 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared to me known to be the identical person who executed the within and foregoing instrument as its Chairman, Stacy Willard and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 08/01/26 Commission# 18007629

Notary Public Michelle A. Nutter



**DONATION CERTIFICATE**

JOB: Sooner Rose Sanitary Sewer Improvements

DATE: April 18, 2024

CITY: Midwest City, OK

Owner: Rose State College Technical Area Education District

PARCEL NO: 12 and 12.3

I/We the undersigned, do hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: City of Midwest City, Oklahoma:   

Sooner Rose Sanitary Sewer Improvements

LEGAL DESCRIPTION: See two attached exhibits: P-12 and P-12.3

Address: \_\_\_\_\_

**SIGNATURES**

Dated this 18<sup>th</sup> day of April, 2024.

Stacy Willard  
Owner/Title Stacy Willard / Chairman

\_\_\_\_\_  
Owner/Title

\_\_\_\_\_  
Owner/Title

\_\_\_\_\_  
Agent

Witness:  
Michelle A. [Signature]

Witness  
4/18/24

Date

(Attach Legal Description)

I decline to donate.
BY: _____ OWNER
BY: _____ OWNER
DATE: _____

RETURN TO CITY CLERK  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Project: Sooner Rose Sanitary Sewer Improvements  
Parcel No. 12A

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That The State of Oklahoma Oscar Rose Junior College (grantor), of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

**See Exhibit "A"**

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build improvement(s) upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except \_\_\_\_\_ and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 18<sup>th</sup> day of April, 2024.



Stacy Willard

Chairman of the Board of Regents for  
Rose State College

STATE OF OKLAHOMA )  
 )ss.  
COUNTY OF OKLAHOMA )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 18<sup>th</sup> day of April, 2024, personally appeared Chairman, Stacy Willard, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 18<sup>th</sup> day of April, 2024.

My Commission Number: 18007629

My Commission Expires: 08/01/26



Michelle A. Nuts  
NOTARY PUBLIC

Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Mayor, Matt Dukes

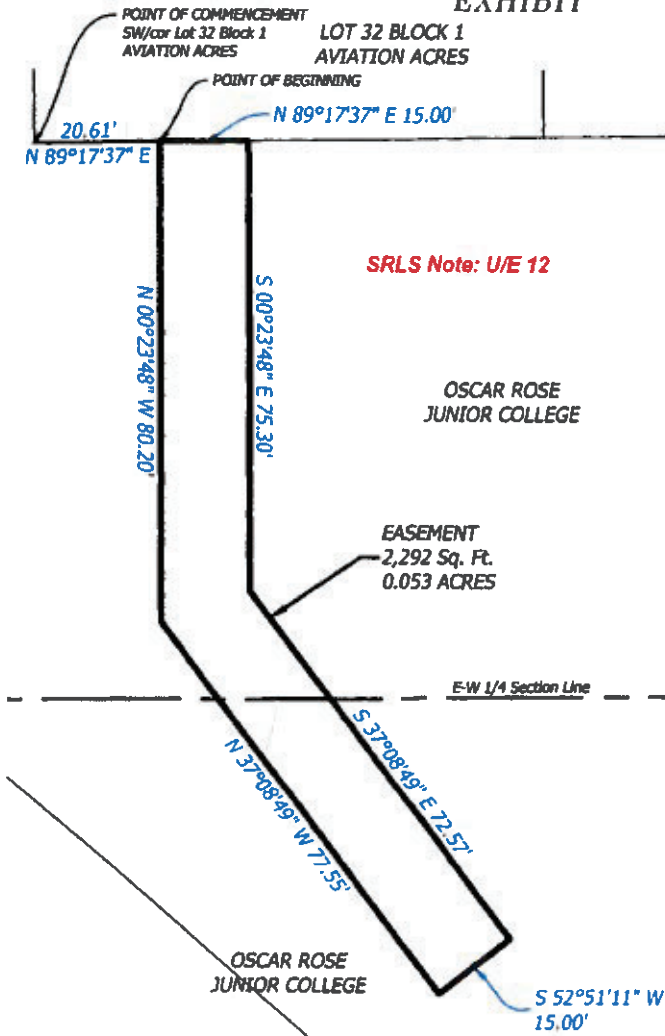
Attest: (seal)

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Don Maisch, City Attorney

EXHIBIT



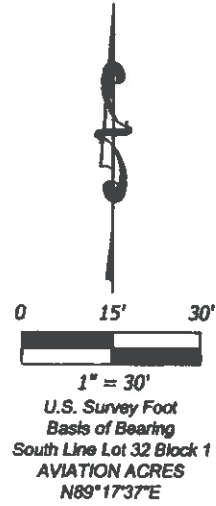
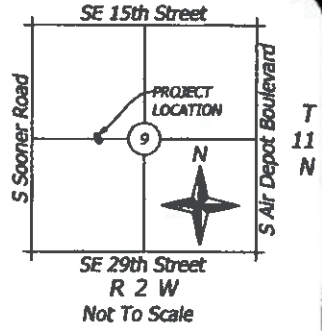
SRLS Note: U/E 12

OSCAR ROSE JUNIOR COLLEGE

EASEMENT  
2,292 Sq. Ft.  
0.053 ACRES

E-W 1/4 Section Line

OSCAR ROSE JUNIOR COLLEGE



**G** LEGAL DESCRIPTION

An easement lying in the West Half of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest Corner of Lot 32, Block 1, AVIATION ACRES, a plat filed in the office of the Oklahoma County Clerk in Book 24 of Plats, Page 4; Thence N89°17'37"E along the South line of said Lot a distance of 20.81 feet to the POINT OF BEGINNING;

Thence N89°17'37"E a distance of 15.00 feet; Thence S00°23'48"E a distance of 75.30 feet;

Thence S37°08'49"E a distance of 72.57 feet; Thence S52°51'11"W a distance of 15.00 feet;

Thence N37°08'49"W a distance of 77.55 feet; Thence N00°23'48"W a distance of 80.20 feet to the POINT OF BEGINNING.

Containing 2292 Sq. Ft. or 0.053 Acres, more or less.



*Troy Dee*  
 Troy Dee, PLS #1745  
 July 21, 2023

Prepared By  
**GOLDEN**  
**LAND SURVEYING**  
 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
 C.A.# 7263 / Exp. Date =6/30/2024  
 Telephone: (405) 849-6010 Email: troy@golden.com  
 Drafted by: JJ GLS Job No.: 231368  
 Plot Date: July 21, 2023



Exhibit "A"

Lot 32, Block 1, Aviation Acres, in Oklahoma County, Oklahoma,  
according to the recorded in Book 24 of Plats, Page 4

Job: Sooner Rose Sanitary Sewer Improvements  
City: Midwest City  
Parcel: 12A, 12.1, 12.2

### CONSENT OF OWNERS RIGHT OF ENTRY

The State of Oklahoma Oscar Rose Junior College, on this 18<sup>th</sup> Day of April  
20 24

Legal Description:

See Exhibits, Parcels 12A, 12.1 and 12.2.

The undersigned owner(s) of said land hereby do/does give permission to, City of Midwest City, Oklahoma, whose address is 100 N. Midwest Blvd, Midwest City, OK 73110,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

Stacy Willard

Owner/ Title  
Stacy Willard / Chairman

SUBSCRIBED and sworn to before me this 18<sup>th</sup> day of April, 2024.

My commission expires: 08/01/26

My Commission No: 18007629

Michelle A Nutt  
Notary Public



**AFFIDAVIT OF CORPORATION**

Stacy Willard as Chairman of the Board of Regents of  
(Name) (Title)

The State of Oklahoma Oscar Rose Junior College hereby certify as follows:

1. The State of Oklahoma Oscar Rose Junior College is the OWNER of the following described property, to-wit:  
  
See Exhibits, Parcel 12A, 12.1, 12.2.
2. The Corporation is still in full force and effect.
3. I, Stacy Willard, am the appointed Chairman of the Board of Regents of The State of Oklahoma Oscar Rose Junior College and that I have full power and authority pursuant to said Corporate agreement to act on behalf of said Corporation.

*Stacy Willard*  
Name/Title Stacy Willard / Chairman  
April 18, 2024  
Date

State of Oklahoma )

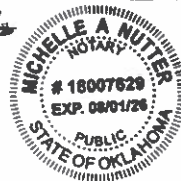
County of Oklahoma )

On this 18<sup>th</sup> day of April, 2024 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared to me known to be the identical person who executed the within and foregoing instrument as its Chairman, Stacy Willard and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 08/01/26 Commission# 18007629

Notary Public Michelle A. Nutt



**DONATION CERTIFICATE**

JOB PIECE: \_\_\_\_\_

DATE: April 18, 2024

CITY: Midwest City, OK

Owner: The State of Oklahoma Oscar Rose Junior College

PARCEL NO: 12A, 12.1 and 12.2

I/We the undersigned, do hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: City of Midwest City, Oklahoma: \_

Sooner Rose Sanitary Sewer Improvements

LEGAL DESCRIPTION: See three attached exhibits: P-12A, 12.1 and 12.2

Address: \_\_\_\_\_

**SIGNATURES**

Dated this 18<sup>th</sup> day of April, 2024.

*Stacy Willard*

Owner/Title Stacy Willard / Chairman

Owner/Title \_\_\_\_\_

Owner/Title \_\_\_\_\_

Agent \_\_\_\_\_

Witness:

*Michelle A. Hobbs*

Witness

4/18/24

Date

(Attach Legal Description)

I decline to donate.

BY: \_\_\_\_\_

OWNER

BY: \_\_\_\_\_

OWNER

DATE: \_\_\_\_\_

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The State of Oklahoma Oscar Rose Junior College for and in consideration of Ten Dollars (\$10.00), in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey the City of Edmond, a municipal corporation, its public trusts, and their successors and assigns (herein collectively referred to as "grantee") a temporary construction easement over, under, across, through and to the following described real property and premises situated in Oklahoma County, Oklahoma, to wit:

See Exhibits, Parcel 12.1 and 12.2

with right of ingress and egress to and from said land and premises for the purpose of removing dirt during the construction of Coffee Creek Interceptor Phase II project through, over, under and upon the same.

This temporary easement for the purposes stated above, shall revert to the grantor, its successors and assigns upon completion of the improvements as stated.

Dated this 18<sup>th</sup> day of April, 20 24

Attest:

Stacy Willard  
Stacy Willard  
Chairman of the Board of Regents  
for Rose State College

STATE OF OKLAHOMA )  
 )ss.  
COUNTY OF OKLAHOMA )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this day of April 18, 2024, personally appeared Chairman, Stacy Willard, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 18<sup>th</sup> day of April, 2024.

My Commission Number: 18007629 Michelle A. Nutter  
NOTARY PUBLIC

My Commission Expires: 08/01/26



Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Mayor, Matt Dukes

Attest: (seal)

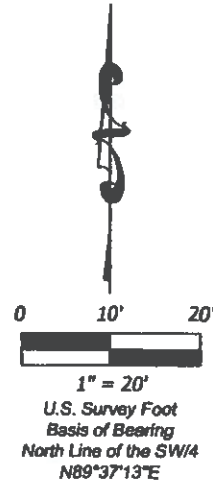
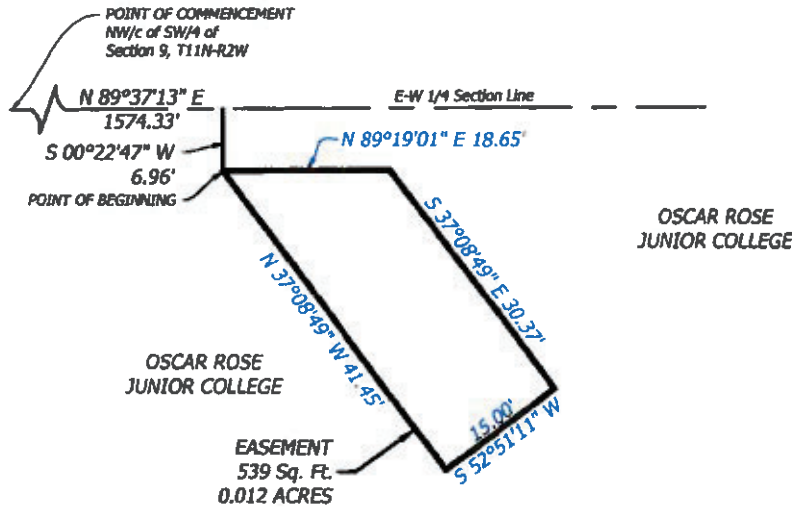
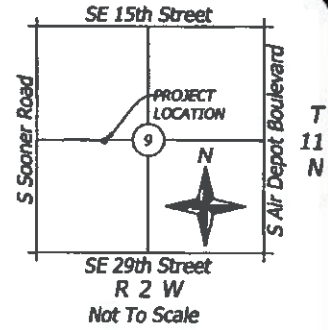
\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Don Maisch, City Attorney

EXHIBIT

SRLS Note: TCE 12.1



**G** LEGAL DESCRIPTION

An easement lying in the Southwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW/4; Thence N89°37'13"E along the North line of said SW/4 a distance of 1574.33 feet; Thence S00°22'47"W a distance of 6.96 feet to the POINT OF BEGINNING;

Thence N89°19'01"E a distance of 18.65 feet;

Thence S37°08'49"E a distance of 30.37 feet;

Thence S52°51'11"W a distance of 15.00 feet;

Thence N37°08'49"W a distance of 41.45 feet to the POINT OF BEGINNING.

Containing 539 Sq. Ft. or 0.012 Acres, more or less.



*Troy Dee*  
Troy Dee, PLS #1745  
July 21, 2023

Prepared By  
**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A.# 7263 / Exp. Date =6/30/2024  
Telephone: (405) 849-6010 Email: troy@goldenls.com  
Drafted by: JJ GLS Job No.: 231368  
Plot Date: July 21, 2023

Sheet 1 Of 1

Filename: O:\NOBS\PROJECTS 2023\231368 5801 TINKER DIAGONAL\_MVC\_OK\_MULTI\_LINERADW\EASEMENT EXHIBITS.DWG; Last Saved: 7/21/2023 7:24:39 AM; Plot Date: 7/21/2023; Logon: Justin Johns

Job: Sooner Rose Sanitary Sewer Improvements  
City: Midwest City  
Parcel: 12A, 12.1, 12.2

### CONSENT OF OWNERS RIGHT OF ENTRY

The State of Oklahoma Oscar Rose Junior College, on this 18<sup>th</sup> Day of April  
20 24

Legal Description:

See Exhibits, Parcels 12A, 12.1 and 12.2.

The undersigned owner(s) of said land hereby do/does give permission to, City of Midwest City, Oklahoma, whose address is 100 N. Midwest Blvd, Midwest City, OK 73110,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

Stacy Willard

Owner/ Title  
Stacy Willard / Chairman

SUBSCRIBED and sworn to before me this 18<sup>th</sup> day of April, 2024.

My commission expires: 08/01/26

My Commission No: 18007629

Michelle A Nutt  
Notary Public





**AFFIDAVIT OF CORPORATION**

Stacy Willard as Chairman of the Board of Regents of  
(Name) (Title)

The State of Oklahoma Oscar Rose Junior College hereby certify as follows:

1. The State of Oklahoma Oscar Rose Junior College is the OWNER of the following described property, to-wit:  
  
See Exhibits, Parcel 12A, 12.1, 12.2.
2. The Corporation is still in full force and effect.
3. I, Stacy Willard, am the appointed Chairman of the Board of Regents of The State of Oklahoma Oscar Rose Junior College and that I have full power and authority pursuant to said Corporate agreement to act on behalf of said Corporation.

*Stacy Willard*  
 Name/Title Stacy Willard / Chairman  
April 18, 2024  
 Date

State of Oklahoma )

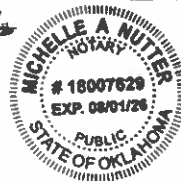
County of Oklahoma )

On this 18<sup>th</sup> day of April, 2024 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared to me known to be the identical person who executed the within and foregoing instrument as its Chairman, Stacy Willard and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 08/01/26 Commission# 18007629

Notary Public Michelle A. Nutt



**DONATION CERTIFICATE**

JOB PIECE: \_\_\_\_\_

DATE: April 18, 2024

CITY: Midwest City, OK

Owner: The State of Oklahoma Oscar Rose Junior College

PARCEL NO: 12A, 12.1 and 12.2

I/We the undersigned, do hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: City of Midwest City, Oklahoma: \_

Sooner Rose Sanitary Sewer Improvements

LEGAL DESCRIPTION: See three attached exhibits: P-12A, 12.1 and 12.2

Address: \_\_\_\_\_

**SIGNATURES**

Dated this 18<sup>th</sup> day of April, 2024.

*Stacy Willard*

Owner/Title Stacy Willard / Chairman

Owner/Title \_\_\_\_\_

Owner/Title \_\_\_\_\_

Agent \_\_\_\_\_

Witness:

*Michelle A. Hobbs*

Witness

4/18/24

Date

(Attach Legal Description)

I decline to donate.

BY: \_\_\_\_\_

OWNER

BY: \_\_\_\_\_

OWNER

DATE: \_\_\_\_\_

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The State of Oklahoma Oscar Rose Junior College for and in consideration of Ten Dollars (\$10.00), in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey the City of Edmond, a municipal corporation, its public trusts, and their successors and assigns (herein collectively referred to as "grantee") a temporary construction easement over, under, across, through and to the following described real property and premises situated in Oklahoma County, Oklahoma, to wit:

See Exhibits, Parcel 12.1 and 12.2

with right of ingress and egress to and from said land and premises for the purpose of removing dirt during the construction of Coffee Creek Interceptor Phase II project through, over, under and upon the same.

This temporary easement for the purposes stated above, shall revert to the grantor, its successors and assigns upon completion of the improvements as stated.

Dated this 18<sup>th</sup> day of April, 20 24

Attest:

Stacy Willard

Stacy Willard  
Chairman of the Board of Regents  
for Rose State College

STATE OF OKLAHOMA )

)ss.

COUNTY OF OKLAHOMA )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this day of April 18, 2024, personally appeared Chairman, Stacy Willard, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 18<sup>th</sup> day of April, 2024.

My Commission Number: 18007629 Michelle A. Nutter

NOTARY PUBLIC

My Commission Expires: 08/01/26



Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Mayor, Matt Dukes

Attest: (seal)

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Don Maisch, City Attorney

**EXHIBIT**

POINT OF COMMENCEMENT  
SW/cor Lot 31 Block 1  
AVIATION ACRES

N 89°17'37" E  
20.61'

S 00°23'48" E  
57.65'

N 89°26'58" E  
6.66'

POINT OF BEGINNING

EASEMENT  
120 Sq. Ft.  
0.003 ACRES

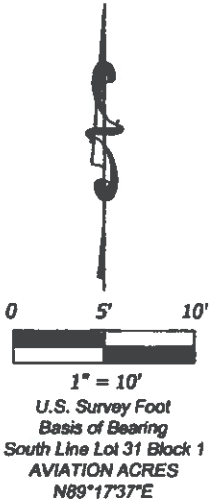
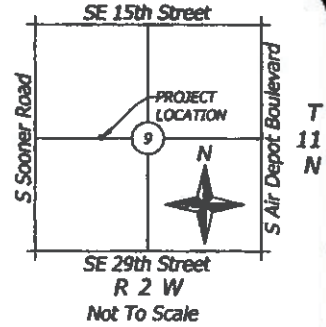
OSCAR ROSE  
JUNIOR COLLEGE

**SRLS Note: TCE 12.2**

N 00°29'33" W 13.65'

S 00°23'48" E 22.55'

N 37°08'49" W 11.09'



**LEGAL DESCRIPTION**

An easement lying in the Northwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 31, Block 1, AVIATION ACRES, a plat recorded in the office of the Oklahoma County clerk in Book 24 of Plats, Page 4; Thence N89°17'37"E along the South line of said Lot a distance of 20.61 feet; Thence S00°23'48"E a distance of 57.65 feet to the POINT OF BEGINNING;

- Thence S00°23'48"E a distance of 22.55 feet;
- Thence N37°08'49"W a distance of 11.09 feet;
- Thence N00°29'33"W a distance of 13.65 feet;
- Thence N89°26'58"E a distance of 6.66 feet to the POINT OF BEGINNING.

Containing 120 Sq. Ft. or 0.003 Acres, more or less.



*Troy Dee*  
Troy Dee, PLS #1745  
July 21, 2023

Prepared By  
**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A.# 7263 / Exp. Date =6/30/2024  
Telephone: (405) 849-6010 Email: troy@goldens.com  
Drafted by: JJ GLS Job No.: 231368  
Plot Date: July 21, 2023

Job: Sooner Rose Sanitary Sewer Improvements  
City: Midwest City  
Parcel: 12A, 12.1, 12.2

### CONSENT OF OWNERS RIGHT OF ENTRY

The State of Oklahoma Oscar Rose Junior College, on this 18<sup>th</sup> Day of April  
20 24

Legal Description:

See Exhibits, Parcels 12A, 12.1 and 12.2.

The undersigned owner(s) of said land hereby do/does give permission to, City of Midwest City, Oklahoma, whose address is 100 N. Midwest Blvd, Midwest City, OK 73110,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

Stacy Willard

Owner/ Title  
Stacy Willard / Chairman

SUBSCRIBED and sworn to before me this 18<sup>th</sup> day of April, 2024.

My commission expires: 08/01/26

My Commission No: 18007629

Michelle A Nutt  
Notary Public



**AFFIDAVIT OF CORPORATION**

Stacy Willard as Chairman of the Board of Regents of  
(Name) (Title)

The State of Oklahoma Oscar Rose Junior College hereby certify as follows:

1. The State of Oklahoma Oscar Rose Junior College is the OWNER of the following described property, to-wit:  
  
See Exhibits, Parcel 12A, 12.1, 12.2.
2. The Corporation is still in full force and effect.
3. I, Stacy Willard, am the appointed Chairman of the Board of Regents of The State of Oklahoma Oscar Rose Junior College and that I have full power and authority pursuant to said Corporate agreement to act on behalf of said Corporation.

*Stacy Willard*  
Name/Title Stacy Willard / Chairman  
April 18, 2024  
Date

State of Oklahoma )

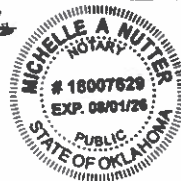
County of Oklahoma )

On this 18<sup>th</sup> day of April, 2024 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared to me known to be the identical person who executed the within and foregoing instrument as its Chairman, Stacy Willard and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 08/01/26 Commission# 18007629

Notary Public Michelle A. Nutt



**DONATION CERTIFICATE**

JOB PIECE: \_\_\_\_\_

DATE: April 18, 2024

CITY: Midwest City, OK

Owner: The State of Oklahoma Oscar Rose Junior College

PARCEL NO: 12A, 12.1 and 12.2

I/We the undersigned, do hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: City of Midwest City, Oklahoma: \_

Sooner Rose Sanitary Sewer Improvements

LEGAL DESCRIPTION: See three attached exhibits: P-12A, 12.1 and 12.2

Address: \_\_\_\_\_

**SIGNATURES**

Dated this 18<sup>th</sup> day of April, 2024.

*Stacy Willard*

Owner/Title Stacy Willard / Chairman

Owner/Title \_\_\_\_\_

Owner/Title \_\_\_\_\_

Agent \_\_\_\_\_

Witness:

*Michelle A. Hobbs*

Witness

4/18/24

Date

(Attach Legal Description)

I decline to donate.

BY: \_\_\_\_\_

OWNER

BY: \_\_\_\_\_

OWNER

DATE: \_\_\_\_\_



**TEMPORARY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That Rose State College Technical Area Education District for and in consideration of Ten Dollars (\$10.00), in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey the City of Midwest City, Oklahoma, a municipal corporation, its public trusts, and their successors and assigns (herein collectively referred to as "grantee") a temporary construction easement over, under, across, through and to the following described real property and premises situated in Oklahoma County, Oklahoma, to wit:

**See Exhibits, Parcel 12.3**

with right of ingress and egress to and from said land and premises for the purpose of construction on the Sooner Rose Sanitary Sewer Improvements project through, over, under and upon the same.

This temporary easement for the purposes stated above, shall revert to the grantor, its successors and assigns upon completion of the improvements as stated.

Dated this 18<sup>th</sup> day of April, 20 24

Attest:

Stacy Willard

Owner Signature

Chairman of the Board of Trustees

Title

STATE OF OKLAHOMA )

) SS:

OKLAHOMA COUNTY )

This instrument was acknowledged before me on April 18, 2024 (date)  
by Stacy Willard, Chairman.

Michelle A Nutter

NOTARY PUBLIC

Print Name: Michelle A. Nutter

My commission expires: 08/01/26



Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Mayor, Matt Dukes

Attest: (seal)

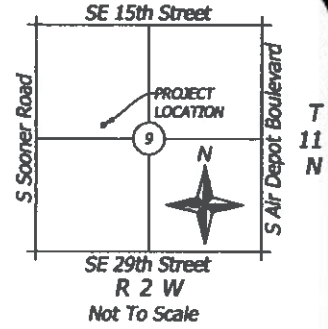
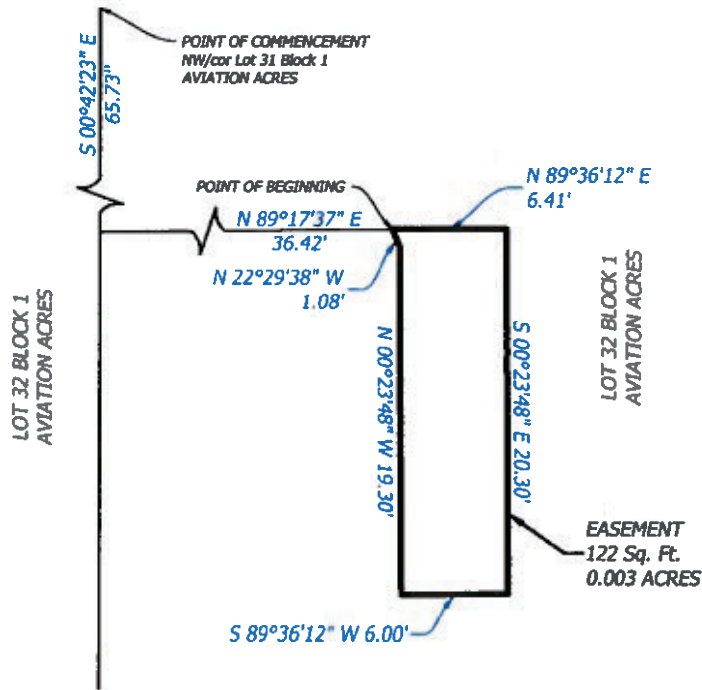
\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Don Maisch, City Attorney

EXHIBIT

SRLS Note: TCE 12.3



**G** LEGAL DESCRIPTION

An easement lying in the Northwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 31, Block 1, AVIATION ACRES, a plat filed in the office of the Oklahoma County Clerk in Book 24 of Plats, Page 4; Thence S00°42'23"E a distance of 65.73 feet; Thence N89°17'37"E a distance of 36.42 feet to the POINT OF BEGINNING;

- Thence N89°36'12"E a distance of 6.41 feet;
- Thence S00°23'48"E a distance of 20.30 feet;
- Thence S89°36'12"W a distance of 6.00 feet;
- Thence N00°23'48"W a distance of 19.30 feet;
- Thence N22°29'38"W a distance of 1.08 feet to the POINT OF BEGINNING.

Containing 122 Sq. Ft. or 0.003 Acres, more or less.



*Troy Dee*  
 Troy Dee, PLS #1745  
 July 21, 2023

Prepared By  
**GOLDEN**  
**LAND SURVEYING**  
 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
 C.A.# 7263 / Exp. Date =6/30/2024  
 Telephone: (405) 849-6010 Email: troy@goldens.com  
 Drafted by: JJ GLS Job No.: 231368  
 Plot Date: July 21, 2023

Filename: O:\JOB\SW PROJECTS 2023\231368 6601 TINKER DIAGONAL\_MWC\_OK\_MILL\_TL\_LMRKDWGEASEMENT EXHIBITS.DWG; Last Saved: 7/21/2023 7:24:38 AM; Plot Date: 7/21/2023; Logpr: Justin Johns

Job: Sooner Rose Sanitary Sewer Improvements  
City: Midwest City  
Parcel: 12,12.3

### CONSENT OF OWNERS RIGHT OF ENTRY

Rose State College Technical Area Education District, on this 18<sup>th</sup> Day of April  
20 24

Legal Description:

See Exhibits.

The undersigned owner(s) of said land hereby do/does give permission to, City of Midwest City, Oklahoma, whose address is 100 N. Midwest Blvd, Midwest City, OK 73110,

To enter upon said land(s) for the purpose of :

Surveying, Tree, Brush, and Grass Removal, Relocating and Maintaining Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments:

This right-of-entry does not waive the owners right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

Stacy Willard

Owner/ Title  
Stacy Willard / Chairman

SUBSCRIBED and sworn to before me this 18<sup>th</sup> day of April, 2024.

My commission expires: 08/01/26

My Commission No: 18007629



Michelle A. Nutter  
Notary Public

**AFFIDAVIT OF CORPORATION**

Stacy Willard as Chairman of the Board of Trustees of  
(Name) (Title)

Rose State College Technical Area Education District hereby certify as follows:

1. Rose State College Technical Area Education District is the OWNER of the following described property, to-wit:

See Exhibits, Parcel 12.3.

2. The Corporation is still in full force and effect.

3. I, Stacy Willard, am the appointed Chairman of the Board of Trustees of Rose State College Technical Area Education District and that I have full power and authority pursuant to said Corporate agreement to act on behalf of said Corporation.

*Stacy Willard*

Name/Title / Stacy Willard / Chairman

April 18, 2024

Date

State of Oklahoma )

County of Oklahoma )

On this 18<sup>th</sup> day of April, 2024 before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared to me known to be the identical person who executed the within and foregoing instrument as its Chairman, Stacy Willard and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 08/01/26 Commission# 18007629

Notary Public Michelle A. Nutter



**DONATION CERTIFICATE**

JOB: Sooner Rose Sanitary Sewer Improvements

DATE: April 18, 2024

CITY: Midwest City, OK

Owner: Rose State College Technical Area Education District

PARCEL NO: 12 and 12.3

I/We the undersigned, do hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: City of Midwest City, Oklahoma:   

Sooner Rose Sanitary Sewer Improvements

LEGAL DESCRIPTION: See two attached exhibits: P-12 and P-12.3

Address: \_\_\_\_\_

**SIGNATURES**

Dated this 18<sup>th</sup> day of April, 2024.

Stacy Willard  
Owner/Title Stacy Willard / Chairman

\_\_\_\_\_  
Owner/Title

\_\_\_\_\_  
Owner/Title

\_\_\_\_\_  
Agent

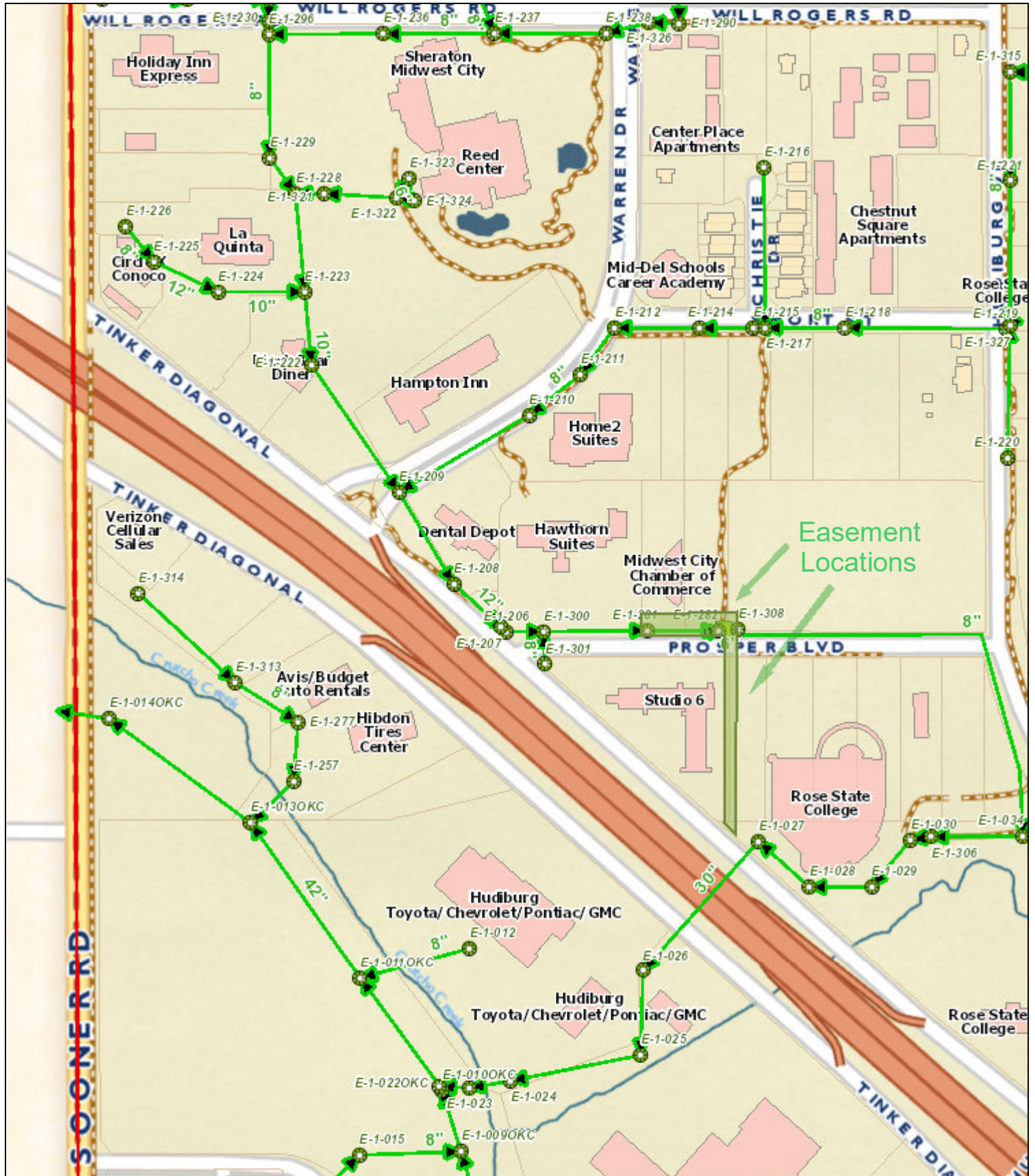
Witness:  
Michelle A. [Signature]

Witness  
4/18/24

Date

(Attach Legal Description)

I decline to donate.
BY: _____ OWNER
BY: _____ OWNER
DATE: _____











Easement Locations



**1 in = 376 ft**  
when printed actual size  
on 8-1/2"x11" paper

**Legend**

- |   |                         |   |                             |   |                    |
|---|-------------------------|---|-----------------------------|---|--------------------|
|  | Sanitary Sewer Manholes |  | Sewer Lines                 |  | Landmark Buildings |
|  | Lift Stations           |  | Special Utility Assessments |  | Buildings          |
|  | Lampholes               |  | Special Utility Assessments |  | Parcels            |

**DISCLAIMER**

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



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: May 28, 2024

RE: Discussion, consideration, and possible action of approving and executing the Settlement Agreement and Final Order concerning Riverside Mobile Home Park, case filed in the District Court for Oklahoma County, Case Number CV-2024-312. (D. Maisch – City Attorney).

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Riverside Mobile Home Park sued the City of the Midwest City and sued each City Council Member in their official capacity concerning the determination to not permit 7 used Manufactured Homes that were moved into the Mobile Home Park.

The Settlement Agreement includes:

- Dismissal of the City Council Members who were sued in their official capacity
- Riverside will only move in new Manufactured Homes (which are defined as Manufactured Homes that have never been titled)
- The seven (7) Manufactured Homes in question have passed inspection and can now be permitted. These seven (7) will remain within the Mobile Home Park.

Upon execution, the Settlement Agreement and Final Order will be considered a Final Order of the Court, will be signed by the Judge and filed with the District Court. Riverside has approved and is in the process of signing the Settlement Agreement and Final Order.

Respectfully submitted,

Donald D. Maisch  
City Attorney



**IN THE DISTRICT COURT FOR OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

**RIVERSIDE COMMUNITY, LLC, an** )  
**Oklahoma Limited Liability Company,** )  
 )  
**PLAINTIFF,** )

**vs.** )

**(1) CITY OF MIDWEST CITY, OKLAHOMA,** )  
**a municipal corporation,** )

**(2) MATT DUKES, in his official capacity as** )  
**Mayor of Midwest City,** )

**(3) SUSAN EADS, in her official capacity as** )  
**Ward 1 Councilmember of Midwest City,** )

**(4) PAT BYRNE, in his official capacity as** )  
**Ward 2 Councilmember of Midwest City,** )

**(5) RICK DAWKINS, in his official capacity as** )  
**Ward 3 Councilmember of Midwest City,** )

**(6) SEAN REED, in his official capacity as** )  
**Ward 4 Councilmember of Midwest City,** )

**(7) SARA BANA, in her official capacity as** )  
**Ward 5 Councilmember of Midwest City,** )

**(8) RICK FAVORS, in his official capacity as** )  
**Ward 6 Councilmember of Midwest City,** )

**DEFENDANTS.**

**Case Number CV-2024-312**

**SETTLEMENT AGREEMENT AND FINAL ORDER**

COMES NOW, the Parties, by and through their attorneys of record and for this Settlement Agreement and Final Order state as follows:

1. On February 5, 2024, the Plaintiff filed a Petition in the above-entitled action seeking declaratory and injunctive relief against the Defendants.

2. In the Petition the Plaintiff made several allegations of fact, including:
  - a. The Plaintiff had delivered to property it owns in Midwest City and currently is used as a Mobile Home Park, ten (10) manufactured homes in mid-2023;
  - b. On June 7, 2023 the Defendant, City of Midwest City issued to the Plaintiff a “Notice of possible violation of City Ordinance”;
  - c. On July 24, 2023, the Chief Building Official for the Defendant, City of Midwest City inspected the ten (10) manufactured homes and found seven (7) of the homes, “wrecked, damaged or dilapidated”;
  - d. On August 16, 2023, the Defendant, City of Midwest City issued to the Plaintiff a “Notice of Violation” for the seven (7) manufactured homes;
  - e. Upon issuance of the Notice of Violation, the City ceased issuing permits to the Plaintiff for the seven (7) manufactured homes; and
  - f. At the January 9, 2024 City Council Meeting, the City Council held the hearing requested by the Plaintiff and voted to affirm the findings contained in the Notice of Violation and the non-issuance of permits.
3. To date, the Plaintiff has not filed any Summons to the issued and the Defendants have not been officially served the Petition.
4. Based on certain discussions, the Parties have reached an agreed settlement in the above-entitled matter.

**THEREFORE, BASED ON THE AGREEMENT OF THE PARTIES, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**


- A. The Plaintiff does not admit to any of the findings contained in the Notice of Violation issued by the Defendant, City of Midwest City nor the findings of the City Council from the January 9, 2024, City Council Meeting.

- B. The Defendants do not admit to any of the allegations contained in the Petition filed by the Plaintiff herein.
- C. The Defendants, Matt Dukes, Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Sara Bana and Rick Favors are hereby Dismissed with Prejudice from the above-entitled action.
- D. Any and all claims that the Defendants, City of Midwest City, Matt Dukes, Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Sara Bana and Rick Favors either assert or may assert as Parties in the above-entitled matter are hereby fully waived and discharged by each of the Defendants.
- E. The Plaintiff hereby agrees to only bring in New Manufactured Homes into Riverside Mobile Home Park commencing from the date of this Settlement Agreement and Final Order. For the purposes of this Settlement Agreement and Final Order the term "New Manufactured Home" shall mean any Manufactured Home that has not been issued a title. Plaintiff shall make any title information available to the Defendant, City of Midwest City upon request.
- F. All New Manufactured Homes brought into Riverside Mobile Home Park shall meet all federal and state requirements, including but not limited to anchoring requirements for the Manufactured Homes and make the information available to the Defendant, City of Midwest City upon request.
- G. Plaintiff shall apply for all applicable permits from the City for any New Manufactured Homes delivered to the Mobile Home Park.
- H. The Defendant, City of Midwest City shall issue all permits, based on the permit application upon a finding that the New Manufactured Homes meet all federal, state and/or City of Midwest City requirements that are applicable for said permit.
- I. The seven (7) remaining Manufactured Homes shall remain in the Mobile Home Park.
- J. The City has had the seven (7) remaining Manufactured Homes inspected, by City inspection or contracted staff. All inspections shall be conducted to determine compliance with the applicable International Codes as adopted by reference by the City of Midwest City as required by State Law from the International Codes adopted by the Oklahoma Uniform Building Code Commission, and the seven (7) remaining Manufactured Homes have passed the inspection. The City agrees to timely issue applicable permits for the seven (7) remaining Manufactured Homes upon its receipt of signature by Plaintiff and Plaintiff's counsel to this Settlement Agreement and Final Order.
- K. Plaintiff shall pay to the Defendant, City of Midwest City, any and all applicable inspection and re-inspection fees.

- L. Each party shall pay their own attorney's fees and costs for this action.

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JUDGE OF THE DISTRICT COURT



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Justin Morales  
President  
Riverside Community, LLC  
Plaintiff



---

Daniel Sadler, OBA #31211  
Sean Paul Reiger, OBA #18817  
Keith A. Barrett, OBA#30011  
Joseph P. Krodel, OBA #35158  
Attorneys at Law  
Rieger Law Group  
136 Thompson Drive  
Norman, OK 73069  
(405) 310-5274  
[dsadler@reigerlawgroup.com](mailto:dsadler@reigerlawgroup.com)  
Attorneys for the Plaintiff

---

Tim Lyon  
City Manager  
City of Midwest City  
Defendant, City of Midwest City

---

Donald D. Maisch, OBA #12386  
City Attorney  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
(405) 739-1203  
DMaisch@midwestcityok.org  
Attorney for the Defendants

---

Matt Dukes  
Mayor, City of Midwest City  
Defendant

---

Susan Eads  
Ward 1, City Councilmember, City of  
Midwest City  
Defendant

---

Pat Byrne  
Ward 2, City Councilmember, City of  
Midwest City  
Defendant

---

Rick Dawkins  
Ward 3, City Councilmember, City of  
Midwest City  
Defendant

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Sean Reed  
Ward 4, City Councilmember, City of  
Midwest City  
Defendant

---

Sara Bana  
Ward 5, City Councilmember, City of  
Midwest City  
Defendant

---

Rick Favors  
Ward 6, City Councilmember, City of  
Midwest City  
Defendant



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
tlyon@midwestcityok.org  
[www.midwestcityok.org](http://www.midwestcityok.org)  
Office: 405.739.1201

## MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: May 28, 2024

Subject: Discussion, consideration, and possible action of appointing Ted Nugent to the Urban Renewal Authority to fill the unexpired term of Jack Fry to end July 31, 2026.

---

In April 2024, Jack resigned due to personal reasons. Midwest City is honored to have had his knowledge including many years of service to the Midwest City community during his tenure as an employee and council member. His wisdom will be missed.

Based upon Title 11 O.S. § 38-107(B). Urban Renewal Authority. "...the mayor, subject to the approval of the municipal governing body, shall appoint a Board of Commissioners consisting of five (5) members. The term of office of each such Commission member shall be for three (3) years..." Therefore, Mayor Dukes is recommending Mr. Ted Nugent to serve on the Midwest City Urban Renewal Authority to fill the unexpired term of Jack Fry ending July 31, 2026.

We have confirmed that Mr. Nugent meets all other areas of criteria set forth in State Law; thus, is eligible for appointment to the Midwest City Urban Renewal Board.

### **Midwest City Urban Renewal Authority Trustees**

	Original Appointment	Term Expiration
Jacob Hussain	09-14-04	07-31-25
Vacant		07-31-26
Sherry Bearid	06-13-17	07-31-26
Wade Moore	07-27-21	07-31-24
Aaron Bud	05-16-23	07-31-25

Tim L. Lyon, City Manager



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Tim Lyon, City Manager

DATE: May 28, 2024

SUBJECT: Discussion, consideration and any possible action for consideration of appointing a qualified elector residing in Oklahoma County, to represent the City of Midwest City on the Board of Directors of the Central Oklahoma Master Conservancy District (COMCD) for a four-year term and submitting his name to the Cleveland County district judge, who will appoint them to membership on the Board of Directors of the COMCD for four year term ending on 28 May 2028.

---

On 27 June 2024 the current term expires for Mr. David Ballew, a Midwest City representative who serves on the Central Oklahoma Master Conservancy District Board of Directors. He has graciously agreed to serve another four-year term, or until his employer requires him to move, and I am recommending his nomination to the Board of Directors for the Central Oklahoma Master Conservancy District for four year term ending on 28 May 2028. If the City Council approves the nominee, the recommendation will be sent to the Cleveland County District Judge for final approval.

Action is at the discretion of the council members.

Regards,

*Tim L. Lyon*

---

Tim Lyon  
City Manager



## MEMORANDUM

To: Honorable Mayor and Council

From: Josh Ryan, Parks & Recreation Director

Date: May 28, 2024

Subject: Discussion, consideration, and possible action of appointing Mrs. Brittany Hussian (Ward 4) to the Midwest City Park & Recreation Board to fill Council member Marc Thompson's seat, which he had to vacate upon his election to the Council, for the unexpired term ending on April 22, 2025 and for an addition full three-year term to end on May 23, 2028.

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As you may recall Mr. Marc Thompson graciously accepted the nomination to fill the unexpired term for the vacated Ward 4 Park Board seat in March of 2023. Since Marc has been elected to the Council, he had to vacate his seat. Therefore, Marc has nominated Mrs. Hussian, who has accepted.

**Park & Recreation Board - Meets monthly - 3-year terms (Sec. 30-30)**

(Assistant City Manager) | (M) Hiawatha Bouldin - 05/27/26

(W6) John Manning - 01/10/25 | (W2) David Clampitt - 05/27/26

(W1) Chris Cooney - 07/25/26 | (W5) Taiseka Adams - 10/22/24

(W3) Kim Templman - 02/25/25 | (W4) Vacant - 04/22/25

Josh Ryan  
Parks & Recreation Director





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

MEMORANDUM

To: Honorable Mayor and City Council

From: Greg Wipfli, Interim Chief of Police

Date: May 28, 2024

**SUBJECT:** Discussion, consideration, and possible action of declaring as surplus the items of found property and seized non-drug evidence on the attached list, and authorizing their disposal through sealed bid or public auction, or destruction in the case of items posing a threat to the general safety of the general public.

---

On March 29, 2024, Case # CP 2024-4 the Court ordered, adjudged and decreed that the Chief of Police of the City of Midwest City, Oklahoma, be authorized at his discretion to sell, convert or dispose of this property.

The Midwest City Police Department requests that you declare the items on the attached lists as surplus and authorize their disposal by sealed bid or auction, or destruction in the case of items posing a threat to the general safety of the general public such as firearms.

This seized evidence is not equipment that could be utilized by the Midwest City Police Department.

Staff recommends approval.

*Greg Wipfli*

---

Greg Wipfli, Interim-Chief of Police

Attachments: Property Room Conversion List, Bicycle Conversion List, & Court Order

[www.MidwestCityOK.org](http://www.MidwestCityOK.org)

IN THE DISTRICT COURT WITHIN AND FOR OKLAHOMA COUNTY

STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

IN RE: APPLICATION OF CHIEF OF POLICE )  
OF THE CITY OF MIDWEST CITY, )  
OKLAHOMA, TO DISPOSE OF CERTAIN )  
PERSONAL PROPERTY )

CP-2024-\_\_4\_\_

MAR 29 2024

RICK WARREN  
COURT CLERK

108

**ORDER**

ON this 29 day of March, 2024, this matter comes for hearing upon the Application of the Chief of Police of the City of Midwest City for authorization to sell certain abandoned property. Applicant appears represented by the Assistant City Attorney for the City of Midwest City, Vicki L. Floyd, with no other appearing. Applicant has demonstrated that the police property manager and his staff have made a good faith attempt to contact the last known owners of property by certified mail and other available means, other than those owners of firearms who have a felony conviction and for which return of said firearms is prohibited, and that publication by Notice was given in the Journal Record on March 14, 2024, Affidavit of Publication separately filed. Further that Counsel for Applicant posted the Notice of Hearing at three (3) locations in the City of Midwest City for ten (10) days prior to this hearing, making available Exhibit A for public inspection.

*listed as Exhibit A attached to the petition previously filed.*

WHEREUPON, the Court having considered the pleadings, statement of counsel, and being fully advised in the premises, finds that the Application should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the Chief of Police of the City of Midwest City, Oklahoma be allowed to and is thereby authorized at his discretion to conduct;

- A. The sale of some of the listed property;
- B. The conversion of some of the listed property to use by the City of Midwest City;
- C. The destruction of all property having no use but of posing a threat to the general safety of the general public, including but not limited to firearms, weapons, or other harmful or hazardous property not deemed useful to the City of Midwest City;
- D. A sale of the property at a public auction for case to the highest bidder;

- E. A transfer of property to a third-party agent under contract with governing body of the Chief of Police for sale by Internet or other electronic means, whether such a sale structure or distribution site is within the State of Oklahoma;
- F. A donation of the property having a value of less than Five Hundred Dollars (\$500.00) to a not for profit corporation defined in Title 18 of the Oklahoma Statutes for use by needy families;
- G. To deposit of all listed moneys and any moneys derived from the sale of the property in the Midwest City General Fund; or
- H. By any other means as determine appropriate by the Court, including but not limited to destruction.

MARTHA F. ORR

---

Judge of the District Court

Approved as to form:



Vicki L. Floyd, OBA #16040  
Assistant City Attorney and City Prosecutor  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
(405) 739-1284 Telephone  
(405) 869-8680 Fax  
[vfloyd@midwestcityok.org](mailto:vfloyd@midwestcityok.org)

CERTIFIED COPY  
AS FILED OF RECORD  
IN DISTRICT COURT

MAR 29 2024

RICK WARREN COURT CLERK  
Oklahoma County



Bicycle Conversion List

55

CASE #	OFFENSE	DATE R'VD	PROPERTY	SERIAL #	OWNER	
20-01682	LARCENY OF AUTOMOBILE	3/9/20	BLACK BICYCLE WITH WHITE WHEELS		UNKNOWN	
22-02315	POSS CDS	4/15/22	GARY FISHER TYRO BICYCLE	WTU223P0400B	KEONTA WEST	UTL
22-03011	FOUND PROPERTY	5/12/22	MONGOOSE BMX FREESTYLE	SNFSD14HD6322	UNKNOWN	
22-03332	FOUND PROPERTY	5/24/22	BLUE AND PINK BICYCLE		UNKNOWN	
22-03477	FOUND PROPERTY	5/31/22	MAGNA GLACIER PT	99TD7274103	UNKNOWN	
22-05403	FOUND PROPERTY	8/17/22	MYKA SPORT MOUNTAIN BIKE	P10BC20072	UNKNOWN	
22-05829	FOUND PROPERTY	9/6/22	GENESIS VILOTTI MOUNTAIN BIKE	26536	UNKNOWN	
22-05892	FOUND PROPERTY	9/8/22	INSPIRE BMX	DJLG103192	UNKNOWN	
22-06263	FOUND PROPERTY	9/23/22	MONGOOSE	WFDM13H32393	UNKNOWN	
22-07982	FOUND PROPERTY	12/8/22	TONY HAWK BMX	89056493	UNKNOWN	
23-00359	FOUND PROPERTY	1/17/23	MONGOOOSE 12 SPEED	FSD08M61149	UNKNOWN	
23-01493	FOUND PROPERTY	3/7/23	MOUNTAIN BIKE		UNKNOWN	
23-03768	FOUND PROPERTY	6/15/23	BLACK BICYCLE	191CS05366	UNKNOWN	
23-03768	FOUND PROPERTY	6/15/23	BLUE RAZOR SCOOTER	185r020-06-1610101121	UNKNOWN	
23-04472	FOUND PROPERTY	7/17/23	HUFFY	HEZ10G21333	UNKNOWN	
23--05949	FOUND PROPERTY	9/17/23	HYPER SPINNER BMX BIKE	TT17002093	UNKNOWN	
23-06135	FOUND PROPERTY	9/27/23	UPLAND Y2 MOUNTAIN BIKE	VW90945271	UNKNOWN	

PROPERTY CONVERSION LIST					
CASE #	OFFENSE	DATE R'VD	PROPERTY	SERIAL #	OWNER
12-08727	BURGLARY	12/30/2012	HP COMPUTER MONITOR	CNC651RBWK	UNK
12-10037	BURGLARY	12/14/2012	MSI NOTEBOOK	029USK0909002135	UNK
			ELEVEN WATCHES		UNK
			SHEETS OF STAMPS		UNK
14-01489	BURGLARY	2/8/2014	DRILLMASTER CORDLESS 18 VOLT DRILL	370471348	MICHAEL PALMER
14-09155	MAKE FALSE ID CARD	11/29/2014	HEWLETT PACKARD COPIER/SCANNER	MY35JC80DT	IVAN HALE
16-00823	GRAND LARCENY	2/1/2016	YELLOW FLOOR JACK AND BLUE PIPE		UNK
			RED FLOOR JACK		UNK
16-05000	BURGLARY	6/25/2016	DELL SE LAPTOP	G732BW1	OKC PUBLIC SCHOOL
					DID NOT PICK UP
17-04310	TRAFFICKING ILLEGAL DRUGS	6/10/2017	NIKON CAMERA		UNK
17-07861	FOUND PROPERTY	10/26/2017	TOSHIBA C655 LAPTOP	ZA01652OQ	UNK
18-00375	BURGLARY	1/17/2018	MANTLE CLOCK		BRADY RICE
			POOL CUE		BRADY RICE
					UNABLE TO LOCATE
18-02077	BURGLARY	3/30/2018	RYOBI SAWZALL		GENE ALLEN GREEN
18-03862	DISTRIBUTION OF METH	6/7/2018	DIGITAL CAMERA		UNK
18-04791	COMPUTER CRIME	7/11/2018	DELL TABLET T06G		UNK
			MINI APPLE IPAD	F9GNFNSRF196	UNK
			RCA MINI TABLET		UNK
			INTEL NEXTT BOOK	YFGV0316092690	UNK
			HP LAPTOP	5CH1360XG9	UNK
			HP LAPTOP	CNF72628MN	UNK
19-06215	SEX ASSAULT	8/30/2019	VIZIO TV	LTMWVKBS5153845	KS,RD FOVLRTDPM
					UNABLE TO LOCATE
19-08691	GENERAL ARREST	12/5/2019	POLK AUDIO CAR SPEAK		SAMSON CLARK
			METRIK 2 CHANNEL AMPLIFIER		SAMSON CLARK
					UNABLE TO LOCATE
19-08848	IDENTITY THEFT	12/10/2019	TYPEWRITER		UNKNOWN
20-01962	FOUND PROPERTY	3/22/2020	RED/BLUE RESRAINT HARNESS		UNKNOWN
20-02276	POSS DANGEROUS DRUGS	4/11/2020	APPLE IPOD		UNKNOWN
			PSP GAMING DEVICE		UNKNOWN
			CANON REBEL CAMERA	41760805	UNKNOWN
20-02793	POSS STOLEN VEHICLE	5/8/2020	DELL LAPTOP	5BYNVM1	UNKNOWN
			DELL LAPTOP	8YVC6P1	UNKNOWN
			COPPER RING WITH CZ'S		UNKNOWN
			SILVER COLORED WATCH		UNKNOWN
20-03659	FOUND PROPERTY	6/13/2020	APPLE MACBOOK WITH CASE		UNKNOWN
20-05895	FOUND PROPERTY	9/15/2020	DRONE	33568B20202	UNKNOWN
20-08198	RECOVERED STOLEN MOTOR VEH	12/24/2020	HAND TOOLS		UNKNOWN
			MOTORCYCLE ENGINE		UNKNOWN
			TRAILER HITCH		UNKNOWN
21-02056	FOUND PROPERTY	4/5/2021	ZOMM WIRELESS PHONE LEASH (MULTIPLE)		UNKNOWN
21-03264	FOUND PROPERTY	5/25/2021	HITACHI CORDLESS DRILL	J3903593	UNKNOWN

21-06322	FOUND PROPERTY	9/23/2021	23.8 INCH DISPLAY COMPUTER MONITOR STAND 23.8 INCH DISPLAY COMPUTER MONITOR STAND	3CM03004HR	UNKNOWN UNKNOWN
22-03283	FOUND PROPERTY	5/23/2022	TRUMPET		UNKNOWN
22-04624	POSSESSION STOLEN PROPERTY	7/15/2022	BUSHNELL SCOPE		UNKNOWN
22-05173	FOUND PROPERTY	8/8/2022	PLATINUM MAX SERIES HELMET WITH CARRIER		UNKNOWN
22-05960	FOUND PROPERTY	9/10/2022	RG GAS R422B TANK		UNKNOWN
	FOUND PROPERTY	9/10/2022	DYNATEMP 422B TANK		UNKNOWN
22-07164	FOUND PROPERTY	10/31/2022	DEKO TOOL KIT		UNKNOWN
22-07301	FOUND PROPERTY	11/5/2022	HYPER TOUGH CORDLESS DRILL		UNKNOWN
22-08186	FOUND PROPERTY	12/18/2022	APPLE IPAD (DAMAGED)		UNKNOWN
23-01843	FOUND PROPERTY	3/24/2023	CATALYTIC CONVERTER		UNKNOWN



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

To: Honorable Mayor and City Council

From: Greg Wipfli, Interim Chief of Police

Date: May 28, 2024

RE: Discussion, consideration and possible action of declaring as surplus eighty four (84) firearms of various calibers as surplus and authorizing their disposal by trade-in towards future purchases with GT Distributors-Austin, Texas for a trade-in amount of \$10,500.00.

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The attached list of firearms has been converted through the legal process. The Midwest City Police Department requests consideration to enter into an agreement with GT Distributors of Austin, Texas to dispose of the converted firearms for a trade-in value of \$10,500.00. This will leave a \$10,500.00 credit for purchases with GT Distributors.

Staff recommends approval.

*Greg Wipfli*

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Greg Wipfli, Interim Chief of Police

Attachments: Property Room Conversion List, GT Distributors Email Quote, & Court Order

[www.MidwestCityOK.org](http://www.MidwestCityOK.org)

IN THE DISTRICT COURT WITHIN AND FOR OKLAHOMA COUNTY

STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

IN RE: APPLICATION OF CHIEF OF POLICE )  
OF THE CITY OF MIDWEST CITY, )  
OKLAHOMA, TO DISPOSE OF CERTAIN )  
PERSONAL PROPERTY )

CP-2024-4

MAR 29 2024

RICK WARREN  
COURT CLERK

108

**ORDER**

ON this 29 day of March, 2024, this matter comes for hearing upon the Application of the Chief of Police of the City of Midwest City for authorization to sell certain abandoned property. Applicant appears represented by the Assistant City Attorney for the City of Midwest City, Vicki L. Floyd, with no other appearing. Applicant has demonstrated that the police property manager and his staff have made a good faith attempt to contact the last known owners of property by certified mail and other available means, other than those owners of firearms who have a felony conviction and for which return of said firearms is prohibited, and that publication by Notice was given in the Journal Record on March 14, 2024, Affidavit of Publication separately filed. Further that Counsel for Applicant posted the Notice of Hearing at three (3) locations in the City of Midwest City for ten (10) days prior to this hearing, making available Exhibit A for public inspection.

*listed as Exhibit A attached to the petition previously filed.*

WHEREUPON, the Court having considered the pleadings, statement of counsel, and being fully advised in the premises, finds that the Application should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the Chief of Police of the City of Midwest City, Oklahoma be allowed to and is thereby authorized at his discretion to conduct;

- A. The sale of some of the listed property;
- B. The conversion of some of the listed property to use by the City of Midwest City;
- C. The destruction of all property having no use but of posing a threat to the general safety of the general public, including but not limited to firearms, weapons, or other harmful or hazardous property not deemed useful to the City of Midwest City;
- D. A sale of the property at a public auction for case to the highest bidder;



- E. A transfer of property to a third-party agent under contract with governing body of the Chief of Police for sale by Internet or other electronic means, whether such a sale structure or distribution site is within the State of Oklahoma;
- F. A donation of the property having a value of less than Five Hundred Dollars (\$500.00) to a not for profit corporation defined in Title 18 of the Oklahoma Statutes for use by needy families;
- G. To deposit of all listed moneys and any moneys derived from the sale of the property in the Midwest City General Fund; or
- H. By any other means as determine appropriate by the Court, including but not limited to destruction.

MARTHA F. ORR

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Judge of the District Court

Approved as to form:



Vicki L. Floyd, OBA #16040  
Assistant City Attorney and City Prosecutor  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
(405) 739-1284 Telephone  
(405) 869-8680 Fax  
[vfloyd@midwestcityok.org](mailto:vfloyd@midwestcityok.org)

CERTIFIED COPY  
AS FILED OF RECORD  
IN DISTRICT COURT

MAR 29 2024

RICK WARREN COURT CLERK  
Oklahoma County



Fw: [External] RE: One more gun for conversion..... // Midwest City PD

Wade Ramsey <WRamsey@MidwestCityOK.org>

Wed 5/8/2024 7:21 AM

To:Greg Wipfli <GWipfli@MidwestCityOK.org>;Bethany Memoli <BMemoli@MidwestCityOK.org>;David Meadors <DMeadors@MidwestCityOK.org>

---

**From:** Wade Ramsey <WRamsey@MidwestCityOK.org>

**Sent:** Tuesday, May 7, 2024 5:14 PM

**To:** Robert Arbuckle <robert@gtdist.com>

**Subject:** Re: [External] RE: One more gun for conversion..... // Midwest City PD

Okay thanks Robert! I'll forward this on up the chain and will holler back when we are ready to deliver. Still need to get city council approval so will probly be a bit still.

---

**From:** Robert Arbuckle <robert@gtdist.com>

**Sent:** Tuesday, May 7, 2024 5:02 PM

**To:** Wade Ramsey <WRamsey@MidwestCityOK.org>

**Subject:** [External] RE: One more gun for conversion..... // Midwest City PD

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

Howdy. I just heard back from our gun broker and he said we could give you all \$10,500 for these 84 confiscated weapons:

	MAKE:	MODEL:	SERIAL #:	CONDITION:
1	AMERICAN TACTICAL	AR PISTOL	NS222533	GOOD
2	AMERICAN TACTICAL	RIFLE	NS274879	EXCELLENT
3	BERSA	THUNDER .380	G21539	FAIR
4	BUSHMASTER	XM15-E2S	BK5602742 76472-20 AT	GOOD
5	CANIK	TP9SFX	33902	EXCELLENT
6	CHARTER ARMS	REVOLVER	767854	POOR
7	CZ	P10C	D318656	GOOD
8	EA FAST EIBAR	.32 PISTOL	73169	FAIR
9	FIE	22	AB05722	FAIR
10	FS	380	FS052972	FAIR
11	GLOCK	26	WYH462	GOOD
12	GLOCK	43	AGPF681	GOOD

14	GLOCK 19	MODEL 19	BSCD678	GOOD
15	H & K	P30	129-059306	GOOD
16	H&K	VP9	224-1233362	GOOD
17	HI POINT	JCP 40	7113995	FAIR
18	HI POINT	C9	P10118433	GOOD
19	HI POINT	C9	PT10137999	FAIR
20	HIGH STANDARD	357 REVOLVER	H20909	FAIR
21	KELTEC	P32	CUP95	GOOD
22	KEL-TEC	0.38	J8965	GOOD
23	KEL-TEC	9MM	93295	FAIR
24	KEL-TEC	P-11 9MM	ADW52	GOOD
25	KIMBER	ULTRA CARRY TLE II	KU224447	FAIR
26	MARLIN	.22 RIFLE	MM11908J	GOOD
		12 GAUGE SEMIAUTO		
27	MKA 1919	SHOTGUN	1201537	GOOD
28	MOSSBERG	22 LR BOLT ACTION	151M	FAIR
29	MOSSBERG	500 12 GAUGE	U358989	GOOD
30	MOSSBERG	702 .22 RIFLE	E103040782	FAIR
31	PALMETTO	STATE ARMORY AR PISTOL	X9006797	EXCELLENT
32	PHOENIX ARMS	HP .22	4563759	FAIR
33	RAVEN	MP25	587844	FAIR
34	REMINGTON	FIELDMASTER MODEL 572	816320	FAIR
35	RUGER	LCP	372002140	GOOD
36	RUGER	9MM	336-01569	EXCELLENT
37	RUGER	WRANGLER .22 REVOLVER	20158210	GOOD
38	RUGER	WRANGLER .22 REVOLVER	205-01395	EXCELLENT
39	RUGER	LCR .38 SPECIAL	540-94291	EXCELLENT
40	RUGER	P94	34159793	GOOD
41	RUGER	EC9S 9MM	45986296	GOOD
42	RUGER	SR40 C	345-04076	GOOD
43	RUGER	30-06	690375457	GOOD
44	S&W	BODY GUARD .380	EAP4314	GOOD
45	S&W	M&P15	TH21308	EXCELLENT
			NONE (PRE	
46	SAVAGE	410 SHOTGUN	1968)	GOOD
47	SAVAGE	24 SERIES P SHOTGUN	C310792	FAIR
48	SAVAGE ARMS	MODEL KKI 20 GAUGE	C936262	POOR
49	SENTINEL	R 101 REVOLVER	843303	FAIR
50	SIG SAUER	P232 9MM	S268814	FAIR
51	SIG SAUER	SP2022	24B155564	FAIR
52	SMITH AND WESSON	SD9VE	FB5944	GOOD

55	SMITH AND WESSON	M&P SHIELD	JDF9730	GOOD
56	SMITH AND WESSON	M&P SHIELD 9MM	JHB2083	GOOD
57	SMITH AND WESSON	SD9	FDD2752	GOOD
58	SMITH AND WESSON	SD40VE	HEA2809	FAIR
59	SPRINGFIELD	XDS 9MM	S3717667	GOOD
60	SPRINGFIELD	XDS 9MM	HE926901	GOOD
61	SPRINGFIELD	XD 45	US744237	EXCELLENT
62	TAURUS	PT 24/7 .45	NAT62219	GOOO
63	TAURUS	0.38	KE074086	FAIR
64	TAURUS	G3C 9MM	ACA428649	FAIR
65	TAURUS	PT111 G2 9MM	TKR85865	GOOD
66	TAURUS	9MM	ACC613781	FAIR
67	TAURUS	G2	TIU42360	GOOD
68	TAURUS	MILLENIUUM PT11 G2	TJN84436	FAIR
69	TAURUS	G2C 9MM	TLU42411	FAIR
70	TAURUS	9MM	ACE842816	FAIR
71	TAURUS	SPECTRUM 380	1FF048890	FAIR
72	TAURUS	G3C 9MM	ACL526624	GOOD
73	TAURUS	22	AWA17864	GOOD
74	TAURUS	85 UL 38 SPL	KN75655	GOOD
75	TAURUS	G2	ACJ321257	FAIR
76	TAURUS	PT 100 .40	SYH19721	FAIR
77	TAURUS	REVOLVER	WL51359	EXCELLENT
78	TAURUS	G2C 9MM	AAL007005	GOOD
79	TAURUS	G3C 9MM	ADC122254	EXCELLENT
80	TAURUS	40	SZL0447	GOOD
81	TAURUS	G2C 9MM	ACM636022	FAIR
82	TAURUS	MILLENIUUM 9MM	TKX63977	FAIR
83	UNK	BOLT ACTION RIFLE	9138443735	FAIR
84	UTAS-XTR	DEFENSE SHOTGUN	XTR05113	EXCELLENT

**Robert Arbuckle**

Outside Rep. -- OK, AR, LA & N.E. TX

**G T Distributors, Inc.**

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**From:** Wade Ramsey [mailto:WRamsey@MidwestCityOK.org]

**Sent:** Thursday, April 25, 2024 3:29 PM

**To:** Robert Arbuckle <robert@gtdist.com>

**Subject:** One more gun for conversion.....



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

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : May 28, 2024

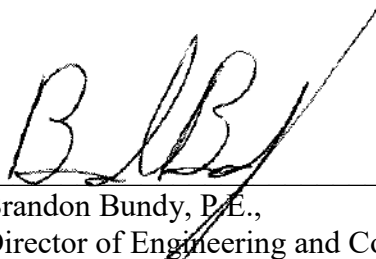
SUBJECT : Discussion, consideration, and possible action declaring (3) chairs as surplus and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

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The Department of Engineering and Construction Services requests to declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

3 - desk chairs

If declared surplus, these items will be placed on websites for disposal through sealed bid, public auction, or by other means as necessary.



---

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



**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:** April 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**

<b>Inventory #</b>	<b>Manufacturer</b>	<b>Serial Number</b>	<b>Department</b>
900	Dell Precision Tower T1650	HM4RPW1	
901	Dell Precision Tower T1650	H1XRGW1	
904	Dell Precision Tower T1650	H1XDRW1	
1075	Dell Optiplex Tower T1650	12PH8V1	
1842	Dell Optiplex T3500	4M5QVH1	
1900	Dell Optiplex 3020	38SQFB2	
1988	Dell Precision Tower T3620	JX7VMD2	
2399	Dell Precision Tower T3620	J7M2MM2	
2453	Dell Precision Tower T3620	8VQ5RP2	
2457	Dell Precision Tower T3620	65SVTQ2	
2641	Dell Optiplex 3060	DXMX3Y2	
2651	Dell Optiplex 3060	DXLT3Y2	
2655	Dell Optiplex 3060	DXMT3Y2	
2656	Dell Optiplex 3060	DXLW3Y2	
2657	Dell Optiplex 3060	DXJX3Y2	
1987	Dell Precision Tower T3620	JX7XMD2	
2534	Dell Precision Tower T3620	979W9T2	
2813	Dell Optiplex 3070	33SW903	
2814	Dell Optiplex 3070	33ST903	



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

2815	Dell Optiplex 3070	33SZ903	
2816	Dell Optiplex 3070	33T1B03	
2817	Dell Optiplex 3070	33T0B03	
2535	Dell Precision Tower T3620	979X9T2	
2537	Dell Precision Tower T3620	9790BT2	
2538	Dell Precision Tower T3620	979Y9T2	
2571	Dell Precision Tower T3620	JV2GJV2	
3293	Dell Precision Tower T3620	2VHJGK2	
3294	Dell Pricision Tower T3620	C6JLHK2	

**MISCELLANEOUS**

<b>Quantity</b>	<b>Hardware Type</b>	<b>Serial Number</b>	<b>Department</b>
1	HP Laserjet M1212nf MFP	CNH9DW096	ECC
1	Samsung SCX-4826FN	6575BALZC00453d	Risk
4	Dell Monitor		



DISCUSSION ITEMS







**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: May 28th, 2024

Subject: Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Central Bridge Company for \$452,511.00 and 120 Calendar Days for the N.E. 36th Street Bridge Rehabilitation Project. City Council delegates the Mayor to sign and execute the contract.

On Tuesday, May 7th, 2024 the City of Midwest City opened the three received bids for the N.E. 36th Street Bridge Rehabilitation Project. The bridge is in need of rehabilitation to help provide service to the increasing traffic along N.E. 36th Street. It will also serve the new Centrillum Plant when it opens in the near future.

The project is funded in the budget under the description Replace Bridge Bearing NE 36th Street in the 013 Street Department fund and the 157 Capital Improvements fund under the Project Number 092207. The Engineer's Estimate and the bid tab for the three detailed bids and the two associated alternates is attached. The consultant's letter of recommendation is also attached. The project bid exceeds the current budget and will be supplemented to complete the funding. Only the base bid is recommended for award, not the two alternates.

Patrick Menefee, P.E.,  
City Engineer  
Attachment



May 09, 2024

City of Midwest City  
Attn; City Engineer – Patrick Menefee  
100 N Midwest Boulevard  
Midwest City, OK 73110

Re: **Recommendation to Award: City Of Midwest City, Project No. 1563, Bridge Rehabilitation, N.E. 36th Street Bridge Over Crutcho Creek, Oklahoma County, Oklahoma**

Mr. Menefee:

The above referenced project, which was let on Tuesday, May 07, 2024, received three (3) bids from Haskell Lemon, Wildcat Construction and Central Bridge Company. All bidders exceeded the Engineer’s Estimate, with two of the bidders being 70%-75% over the estimate and one of the bidders exceeding the estimate by 129%. However, based on the receipt of three bids, with two of the bids being relatively close together, and taking in consideration the \$587,045.00 amount bid on the first letting of this project that was held on February 13, 2024, it appears apparent that the bids received are reasonable as to what can be expected to obtain for this project, therefore, it is recommend that the project be awarded to the low bidder, Central Bridge Company in the amount of \$580,996.00.

**MAY 07, 2024 LETTING**

<b>BIDDERS</b>	<b>BID AMOUNT</b>	<b>% ENGINEERS ESTIMATE</b>	<b>% LOW BID</b>
ENGINEERS ESTIMATE	<b>\$341,115.00</b>		
CENTRAL BRIDGE	<b>\$580,996.00</b>	0.00%	
HASKELL LEMON	<b>\$597,067.95</b>	175.03%	102.77%
WILDCAT	<b>\$782,843.48</b>	229.50%	134.74%
<b>AVG BIDS</b>	<b>\$653,635.81</b>		

**FEBRUARY 13, 2024 LETTING**

<b>BIDDERS</b>	<b>BID AMOUNT</b>
HASKELL LEMON	<b>\$587,045.00</b>

AVG ALL BIDS INCLUDING FEB 13, 2024 LETTING	<b>\$636,988.11</b>
AVG THREE LOWEST BIDS INCLUDING FEB 13, 2024 LETTING	<b>\$588,369.65</b>

If you have any questions, please feel free to contact me.

Have a great day!

Thank you,

A handwritten signature in blue ink, appearing to be 'Brent Frank', written in a cursive style.

WSB Engineering  
(580)317-6718  
brentfrank@wsbeng.com

**N.E. 36TH STREET BRIDGE REHABILITATION BID TAB**

ENGINEER'S ESTIMATE											HASKELL LEMON BID		WILDCAT CONST BID		CENTRAL BRIDGE COMPANY BID	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST			
1	502i 3310	FALSEWORK AND JACKING	LSUM	1.00	\$30,000.00	\$30,000.00	\$52,725.00	\$52,725.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$35,000.00			
2	506i 7200	STRUCTURAL STEEL	LB	2,570.00	\$10.00	\$25,700.00	\$23.10	\$59,367.00	\$19.00	\$48,830.00	\$15.00	\$38,550.00	\$38,550.00			
3	509i 0210	CLASS AA CONCRETE	CY	18.00	\$2,000.00	\$36,000.00	\$3,138.00	\$56,484.00	\$4,500.00	\$81,000.00	\$4,000.00	\$72,000.00	\$72,000.00			
4	511 2100	MECHANICAL SPLICES	EA	32.00	\$55.00	\$1,760.00	\$78.60	\$2,515.20	\$120.00	\$3,840.00	\$90.00	\$2,880.00	\$2,880.00			
5	511i 2210	REINFORCING STEEL	LB	4,160.00	\$2.00	\$8,320.00	\$4.50	\$18,720.00	\$4.00	\$16,640.00	\$4.00	\$16,640.00	\$16,640.00			
6	518i 0800	PREFORMED SILICONE FOAM JOINTS	LF	161.00	\$115.00	\$18,515.00	\$398.50	\$64,158.50	\$650.00	\$104,650.00	\$450.00	\$72,450.00	\$72,450.00			
7	520i 1200	PREPARATION OF CRACKS, ABOVE WATER	LF	60.00	\$50.00	\$3,000.00	\$33.00	\$1,980.00	\$50.00	\$3,000.00	\$45.00	\$2,700.00	\$2,700.00			
8	520i 1400	EPOXY RESIN, ABOVE WATER	GAL	6.00	\$180.00	\$1,080.00	\$55.00	\$330.00	\$150.00	\$900.00	\$210.00	\$1,260.00	\$1,260.00			
9	521i 2200	PNEUMATICALLY PLACED MORTAR	SY	10.00	\$1,100.00	\$11,000.00	\$1,190.00	\$11,900.00	\$1,200.00	\$12,000.00	\$1,500.00	\$15,000.00	\$15,000.00			
10	523i 3200	SEALER CRACK PREPARATION	LF	669.00	\$5.00	\$3,345.00	\$11.00	\$7,359.00	\$30.00	\$20,070.00	\$25.00	\$16,725.00	\$16,725.00			
11	523i 3300	SEALER RESIN	GAL	7.00	\$200.00	\$1,400.00	\$275.00	\$1,925.00	\$250.00	\$1,750.00	\$350.00	\$2,450.00	\$2,450.00			
12	535 7100	CORROSION INHIBITOR (SURFACE APPLIED)	SY	5.00	\$50.00	\$250.00	\$33.00	\$165.00	\$150.00	\$750.00	\$150.00	\$750.00	\$750.00			
13	619i 6304	REMOVAL OF BRIDGE ITEMS	LSUM	1.00	\$20,000.00	\$20,000.00	\$68,590.80	\$68,590.80	\$120,000.00	\$120,000.00	\$40,000.00	\$40,000.00	\$40,000.00			
Bridge Subtotal:					<b>\$160,370.00</b>		<b>\$346,219.50</b>		<b>\$453,430.00</b>		<b>\$316,405.00</b>					
<b>0100 ROADWAY</b>																
14	201i 1200	CLEARING AND GRUBBING	LSUM	1.00	\$10,000.00	\$10,000.00	\$19,415.00	\$19,415.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00	\$20,000.00			
15	202i 2200	UNCLASSIFIED EXCAVATION	CY	5.00	\$50.00	\$250.00	\$319.50	\$1,597.50	\$300.00	\$1,500.00	\$180.00	\$900.00	\$900.00			
16	221i 2300	TEMPORARY SILT FENCE	LF	380.00	\$5.00	\$1,900.00	\$7.70	\$2,926.00	\$15.00	\$5,700.00	\$8.00	\$2,280.00	\$2,280.00			
17	230i 7200	SOLID SLAB SODDING	LSUM	1.00	\$10,000.00	\$10,000.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00			
18	303i 1200	AGGREGATE BASE TYPE A	CY	5.00	\$200.00	\$1,000.00	\$910.50	\$4,552.50	\$300.00	\$1,500.00	\$150.00	\$750.00	\$750.00			
19	610i 5200	4" CONCRETE SIDEWALK	SY	20.00	\$125.00	\$2,500.00	\$296.50	\$5,930.00	\$1,000.00	\$2,000.00	\$250.00	\$500.00	\$5,000.00			
Roadway Subtotal:					<b>\$25,650.00</b>		<b>\$36,621.00</b>		<b>\$41,700.00</b>		<b>\$33,930.00</b>					
<b>0300 TRAFFIC CONTROL</b>																
20	871i 2300	CONST.ZONE IMPACT ATTEN.	SD	240.00	\$25.00	\$6,000.00	\$27.50	\$6,600.00	\$22.25	\$5,340.00	\$25.00	\$6,000.00	\$6,000.00			
21	877i 4300	DELIVER PORTABLE LONGITUDINAL BARRIER	LF	450.00	\$30.00	\$13,500.00	\$48.70	\$21,915.00	\$46.00	\$20,700.00	\$50.00	\$22,500.00	\$22,500.00			
22	877i 4300	ARROW DISPLAY(TYPE C)	SD	240.00	\$18.00	\$4,320.00	\$16.50	\$3,960.00	\$8.00	\$1,920.00	\$22.00	\$5,280.00	\$5,280.00			
23	880i 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	480.00	\$4.00	\$1,920.00	\$3.30	\$1,584.00	\$1.00	\$480.00	\$4.50	\$2,160.00	\$2,160.00			
24	880i 6310	CONSTRUCTION SIGNS 6.26 TO 15.99 SF	SD	1,680.00	\$5.00	\$8,400.00	\$2.20	\$3,696.00	\$1.00	\$1,680.00	\$3.00	\$5,040.00	\$5,040.00			
25	880i 6410	CONSTRUCTION BARRICADES(TYPE III)	SD	480.00	\$5.00	\$2,400.00	\$3.30	\$1,584.00	\$1.00	\$480.00	\$4.50	\$2,160.00	\$2,160.00			
26	880i 6600	WARNING LIGHTS(TYPE A)	SD	960.00	\$4.00	\$3,840.00	\$1.65	\$1,584.00	\$0.05	\$48.00	\$2.10	\$2,016.00	\$2,016.00			
27	880i 6700	DRUMS	SD	15,600.00	\$1.00	\$15,600.00	\$0.05	\$780.00	\$0.50	\$7,800.00	\$0.05	\$780.00	\$780.00			
28	882i 8210	PORT.CHANGEABLE MESSAGE SIGN	SD	240.00	\$60.00	\$14,400.00	\$19.80	\$4,752.00	\$16.00	\$3,840.00	\$26.00	\$6,240.00	\$6,240.00			
Traffic Control Subtotal:					<b>\$70,380.00</b>		<b>\$46,455.00</b>		<b>\$42,288.00</b>		<b>\$52,176.00</b>					
<b>0640 CONSTRUCTION</b>																
29	641 2110	MOBILIZATION	LSUM	1.00	\$35,000.00	\$35,000.00	\$52,000.00	\$52,000.00	\$70,000.00	\$70,000.00	\$50,000.00	\$50,000.00	\$50,000.00			
Construction Subtotal:					<b>\$35,000.00</b>		<b>\$52,000.00</b>		<b>\$70,000.00</b>		<b>\$50,000.00</b>					
<b>Base Items TOTAL:</b>					<b>\$291,400.00</b>		<b>\$481,295.50</b>		<b>\$607,418.00</b>		<b>\$452,511.00</b>					
<b>ALTERNATE 1</b>																
30	504 5110	TUBULAR METAL TRAFFIC RAIL	LF	117.00	\$100.00	\$11,700.00	\$147.00	\$17,199.00	\$120.00	\$14,040.00	\$210.00	\$24,570.00	\$24,570.00			
31	512 3110	CLEANING AND PAINTING EXISTING BRIDGE METAL RA	LF	501.50	\$10.00	\$5,015.00	\$132.30	\$66,348.45	\$254.65	\$127,706.98	\$110.00	\$55,165.00	\$55,165.00			
32	512 3300	COLLECTION AND HANDLING OF WASTE	LSUM	1.00	\$10,000.00	\$10,000.00	\$8,420.00	\$8,420.00	\$9,528.50	\$9,528.50	\$20,000.00	\$20,000.00	\$20,000.00			
Alternate 1 Subtotal:					<b>\$26,715.00</b>		<b>\$91,967.45</b>		<b>\$151,275.48</b>		<b>\$99,735.00</b>					
Alternate 1 Engineer's Estimate:					<b>\$26,715.00</b>		<b>\$91,967.45</b>		<b>\$151,275.48</b>		<b>\$99,735.00</b>					
<b>ALTERNATE 2</b>																
33	506i 7230	STRUCTURAL STEEL A36	LB	1,150.00	\$20.00	\$23,000.00	\$20.70	\$23,805.00	\$21.00	\$24,150.00	\$25.00	\$28,750.00	\$28,750.00			
Alternate 2 Subtotal:					<b>\$23,000.00</b>		<b>\$23,805.00</b>		<b>\$24,150.00</b>		<b>\$28,750.00</b>					
Alternate 2 Engineer's Estimate:					<b>\$23,000.00</b>		<b>\$23,805.00</b>		<b>\$24,150.00</b>		<b>\$28,750.00</b>					
<b>Base Bid Plus Alternates Engineer's Estimate:</b>					<b>\$341,115.00</b>		<b>\$597,067.95</b>		<b>\$782,843.48</b>		<b>\$580,996.00</b>					



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: May 27, 2024

RE: Discussion, consideration, and possible action of 1) approval of and entering into a project agreement with the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department to receive \$254,000 in grant funds for the construction of Phase III of the SCIP Recreational Trail and agreeing to provide \$70,000 in local matching funds; 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant. (Grants Management - T. Craft)

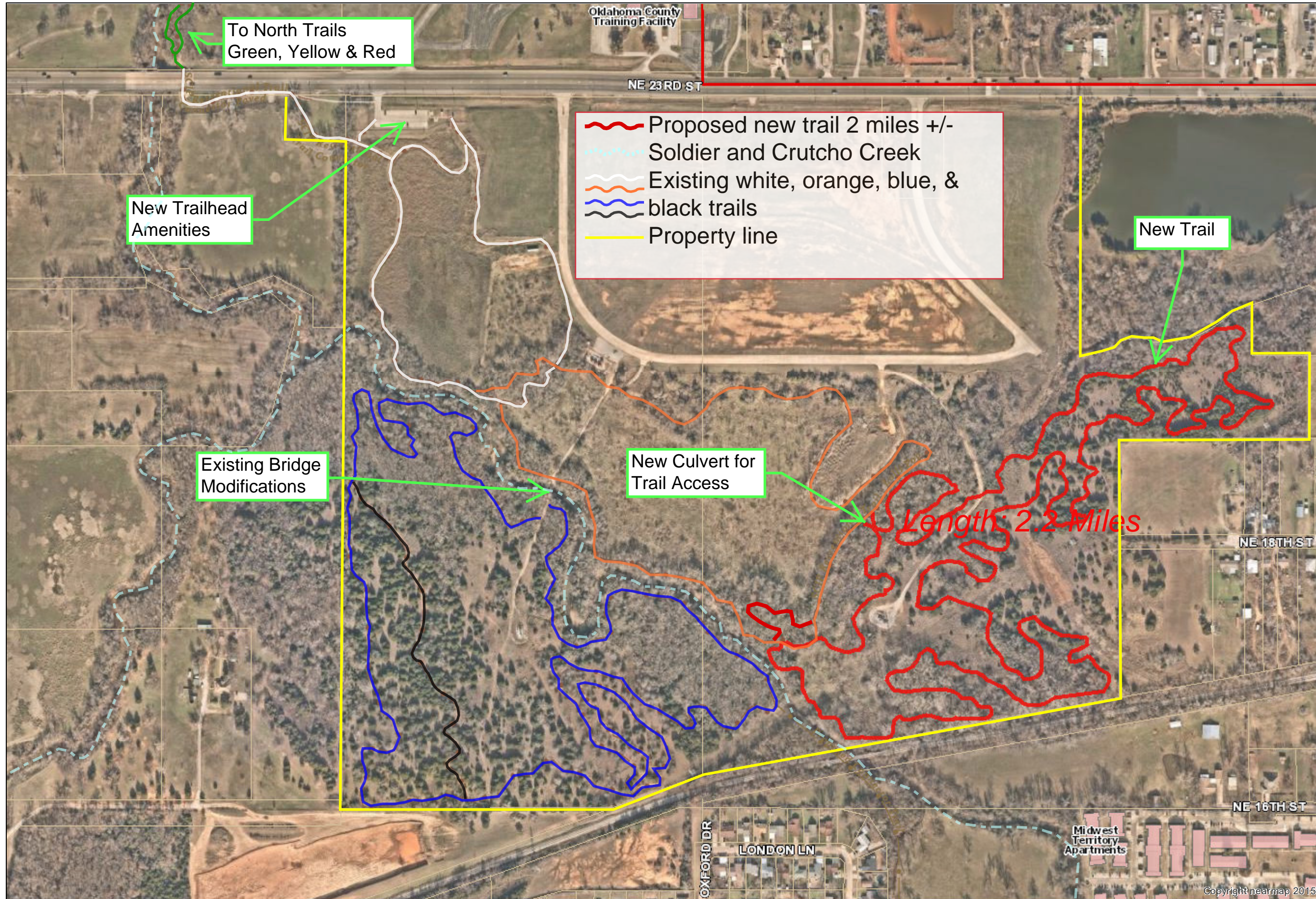
Midwest City's application was approved for 2023 Recreational Trails Program funds from the State of Oklahoma to develop and construct Phase III of the SCIP Recreation Trail, located at 7520 N.E. 23<sup>rd</sup> Street, which will include approximately 2 additional miles of natural trail, a box culvert to access the new trail, trail bridge modification, new trailhead amenities and miscellaneous trail improvements. See attached map.

The project received many letters of support from various community groups, bicycle and running groups, including the Oklahoma Earthbike Fellowship, Inc. (OEF), who are advocates of the current SCIP trails. City staff from the Engineering and Grants Management will provide project oversight. The project agreement is attached. Staff recommends approval.

A handwritten signature in black ink that reads "Terri L. Craft". The signature is written in a cursive, flowing style.

Terri L. Craft  
Grants Manager

# Phase III Improvements to the SCIP Recreational Trail System



To North Trails  
Green, Yellow & Red

New Trailhead  
Amenities

Existing Bridge  
Modifications




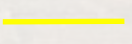
New Culvert for  
Trail Access

New Trail

Length: 2.2 Miles

Oklahoma County Training Facility

NE 23RD ST

-  Proposed new trail 2 miles +/-
-  Soldier and Crutch Creek
-  Existing white, orange, blue, & black trails
-  Property line

## Legend

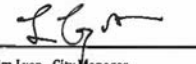
### Street Names

Street Names



### Trails

-  Walking Trail
-  Private Walking Trail
-  Multi-Purpose Trail
-  Landmark
-  Buildings
-  Parcels

 1/31/2023  
Tim Lyon - City Manager Date



**1 in = 416 ft**  
when printed actual size  
on 11"x17" paper

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

**RECREATIONAL TRAILS PROGRAM**  
**PROJECT AGREEMENT**

**This Project Agreement is entered into by and between the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department and the [SPONSOR], the Project Sponsor.**

Federal Project Number: 23(101) State Project Number: 23-01  
Federal Awarding Agency: FHWA (Federal Highway Administration)  
Project Sponsor: City of Midwest City County: Oklahoma  
Project Name: SCIP Recreation Trail System UEI: UNQHLKMJNB59  
Project Period: 5/10/2024 - 5/31/2026 CFDA# 20.219

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

Approved Federal Funds: \$ 254000.00 Local Funds: \$ 70000

Total Project Cost: \$ 324000

**In consideration for the matching grant funds provided by the State of Oklahoma, the Project Sponsor agrees to perform the work identified in the project scope and agrees to comply with all of the requirements noted in this agreement. As a part of this project, a sign recognizing the Recreational Trails Program (RTP) must be installed at the trail facility. This facility shall remain open to the public for a period not less than twenty-five years. In the event that a facility funded through the RTP becomes unusable as a recreation facility and/or does not remain open to the public, the project sponsor will be obligated to pay back federal funds received. Cash will be due within 90 days of closure.**

**PROJECT SCOPE:**

Constructing approx. 2 miles of additional natural trail, a box culvert to access the new trail, trail bridge modification, new trailhead amenities, and miscellaneous trail improvements.

**Environmental Categorical Exclusion Approved**

This Proposal is not intended to include those projects or actions which would cause significant environmental impacts, affect wetland areas or require dredging or filling within the channel of a navigable waterway. The project will not affect significant archaeological or historical resources as determined by the State Historic Preservation officer and the Oklahoma Archeological Survey.

The undersigned Project Sponsor does hereby agree and accept the same responsibility and obligations set out in the herein described project and to the same extent and in the same manner, including all requirements, as does the State of Oklahoma. The undersigned Project Sponsor of the State of Oklahoma further understands, agrees, and accepts that this project is not effective and no costs should be incurred until this Project Agreement has been duly executed by the State of Oklahoma and the said Project Sponsor on the herein described project until it has received said notification by the State.

The Project Sponsor Agrees to comply with the terms and intent of the following:

1. Equal Opportunity Clause (41 CFR 60-1.4);
2. Nonsegregated Facilities Statement (41 CFR 60-1.8);
3. Notice of Requirement for Affirmative Action (41 CFR 60-4.2);

4. Standard Federal Equal Employment Opportunity Specifications (41 CFR 60-3);
5. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646);
6. Facility designs must be in accordance with the Architectural Barriers Act of 1968 (P. L. 90-480 as amended through 1978), and the Americans With Disabilities Act (ADA) (P. L.101-336, 1990).
7. Civil Rights Assurance of Compliance
8. Compliance Report Title VI Civil Rights Act of 1964
9. Assurances Construction Programs/Assurances Non-construction Programs
10. Debarment and Suspension Agreements
11. Flood Disaster Protection Act of 1973 (P.L. 93-234); and all applicable regulations and procedures implementing these Acts.
12. Public Law 100-463 (H.R. 4781) Any contract work that is \$50,000 or over must be put out to bid.
13. Must comply with the Buy-American provisions of the American Recovery and Reinvestment Act (23 U.S.C.313 and 23 CFR 635.410)
13. Sponsor agrees to complete the project within the time specified in this agreement. Failure to complete the project within this timeframe may result in forfeiture of any unexpended balance of funds.
14. Sponsor shall submit reimbursement requests at least once a year and in accordance with the budget submitted and Program requirements. Failure to do so may result in forfeiture of any unexpended balance of funds.

This Agreement incorporates the provisions of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), under federal statutes 23 U.S.C. 206.

**STATE OF OKLAHOMA**

**PROJECT SPONSOR**

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE: State Liaison Officer

Matthew D. Dukes, II, Mayor

NAME & TITLE

DATE: \_\_\_\_\_

DATE: May 27, 2024

**If any person other than the Project Sponsor named above will be submitting for reimbursements and signing the Outlay Report for the Project Sponsor, that person must also sign and date below.**

BY \_\_\_\_\_

BY \_\_\_\_\_

NAME & TITLE

Tim Lyon, City Manager

NAME & TITLE

DATE: 05/27/24

DATE: May 27, 2024



**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or



mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. 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.

c. The prospective 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 by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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. 2 CFR 1200.220 and 1200.332.

f. 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 exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal agency, a Member of Congress, 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.

b. 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 Federal 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



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

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : May 28, 2024

SUBJECT : Discussion, consideration, and possible action of awarding the bid to and entering into a contract with Innovative Mechanical for \$374,000 and 180 Calendar Days for replacement of various HVAC equipment at City Hall. City Council delegates the Mayor to sign and execute the contract.

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Bids were received on May 14, 2024 for the above referenced project. Staff recommends award of the bid to Innovative Mechanical which was the lowest apparent bidder. Staff called references which indicated to us that Innovative Mechanical is qualified.

Staff recommends awarding the Base Bid and Alternate 1 totaling \$374,000. The contractor selected the contract length of 180 Calendar Days.

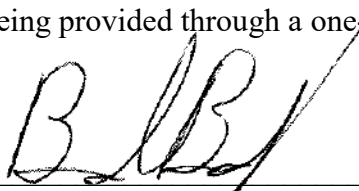
This project is the first phase of a multi-year process to replace the HVAC equipment at City Hall. Most of the equipment being replaced is original to the building constructed in 1971. This equipment has far exceeded the normal life cycle cost and last year had a professional HVAC engineer analyze all the associated equipment and develop a replacement plan. Among the air handler units, there are 11 in total of various size and condition.

- Replacement of pumps related to the boiler / chiller
- Replacement of 6 fan coil units serving the lobby of City Hall
- Replacement of Air Handler #8
- Replacement of Air Handler #6

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. This is our common practice.

Funding for this project is appropriated as project #242402 (Fund 009). Additional money is being provided through a one-time federal grant.



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

Attachment

**MIDWEST CITY AHU 6 & 8 Replacement**  
**100 NORTH MIDWEST BLVD**  
**MIDWEST CITY, OKLAHOMA 73110**  
**5/14/2024**  
**BID TABULATION**

<b>CONTRACTOR</b>	<b>LUMP SUM BASE BID</b>	<b>Alternate 1</b>	<b>Total</b>	<b>CALENDAR DAYS</b>
<b>Innovative Mechanical</b>	\$265,000.00	\$109,000.00	\$374,000.00	180
<b>Streets Mechanical</b>	\$291,779.00	\$138,730.00	\$430,509.00	180
<b>Hardesty Team</b>	\$348,766.00	\$150,249.00	\$499,015.00	150
Engineering Estimate				
AHU-8 = \$80,000				
AHU-6 = \$120,000				
Pumps = \$30,000				
FCU's = \$90,000				
Total \$320,000				



**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** May 28, 2024

**Subject:** (PC-2175) Public hearing, discussion, consideration, and possible action of a resolution amending the comprehensive plan from Medium Density Residential Land Use to Office/Retail Land Use and; an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to General Office District (“O-2”) for the property described as a part of the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 9220 E. Reno Ave., Midwest City.

**Executive Summary:** Mr. Cyrus Valanejad, the applicant, is requesting to rezone the subject property from Single-Family Detached Residential District to General Office District.

Mr. Valanejad owns the property and plans on demolishing the existing structure. He would like to offer services that are beyond the scope of what is permissible under its current zoning and land use designations.

Amending the comprehensive plan and rezoning this area would allow for new commercial use and development on the subject property.

Both state and local public notice requirements were fulfilled, and staff did receive a certified letter of protest from a property owner in the area.

The applicant was present and addressed the commission.

Staff recommends approval of this request.

Planning Commission unanimously recommended approval of this item.

Action is at the discretion of the Council.

**Dates of Hearings:**

Planning Commission- May 7, 2024  
City Council- May 28, 2024

**Dates of Pre-Development Meetings:**

February 12, 2024

**Council Ward:** Ward 2, Pat Byrne



**Proposed Use:** Office/Retail

**Zoning Districts:**

Area of Request- Single-Family Detached Residential District (“R-6”)

North- Medium Density Residential District (“R-MD”) PUD

South- General Office District (“O-2”) PUD

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

West- General Office District (“O-2”) PUD

**Land Use:**

Area of Request- Single-Family Detached Residential

North- Residential

South- Assisted Living

East- Commercial

West- Single-Family Residential

**Comprehensive Plan Citation:**

The future land use for the subject lot is Medium Density Residential. The proposed use requires an amendment to the Comprehensive Plan.

Medium Density Residential Land Use

This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for “empty nesters” who may not want the maintenance of a large-lot single-family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

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.

**Municipal Code Citation:**

2.17. - O-2, General Office District

2.17.1. *General Description.* This commercial district is intended to provide a location for offices at a higher density than that allowed in the restricted office district.

This district places an emphasis on building location and design in conjunction with landscaping.

This district should be located and designed so that it can be used as a buffer between residential areas and more intense land use activities.

7.2. - Zoning Amendments

7.2.1. *Amendments.* The City Council may from time to time, on its own motion, or on petition from the property owner, or on petition from the property owner's designated representative either by written authority from the property owner, or by order of a court, or on recommendation of the Planning

Commission, amend the regulations and districts herein established in accordance with the procedures set forth in this section.

Applications shall only be submitted for contiguous lots or parcels and said lots or parcels shall not be separated by a dedicated street or right-of-way.

A separate application as described in 7.2.1.(A) Applications (below) of this Ordinance is required for each lot or parcel which is not contiguous to any other lot or parcel being considered or said lots or parcels are separated by a dedicated street or right-of-way as set in the legal description of the lot or parcel proposed to be rezoned.

(A) *Applications*. The following is a list of necessary requirements to be complied with in order to submit an application to amend the regulations and districts:

- (1) Application form completed.
- (2) Warranty deed establishing current ownership of area of request.
- (3) Site plan when required by 7.5.1. Site Plan Requirements (Page 183) of this Ordinance.
  - a. Exceptions: See 7.2.1. (C) Exceptions to site plan requirements (below).
  - b. Elimination of site plans: See 7.5.7. Applicant Initiated Elimination of Existing Site Plans (Page 186) and 7.5.8. Expiration of Site Plans (Page 186).
- (4) Signature of applicant.

(B) *Minimum area and frontage*. The minimum area and frontage requirements for rezoning as required in the applicable zoning districts will be met by taking the total contiguous area and frontage of the property being developed as the area and frontage to be listed in the application.

(C) *Exceptions to site plan requirements*.

- (1) Properties zoned in conjunction with a site plan as defined in 7.5 Site Plan (Page 183) of this Ordinance shall not require a site plan for rezoning applications where existing structures and improvements are proposed to remain in their present location and no new structures or improvements are proposed.
- (2) A plan showing only the existing structures, parking, curb cuts and drainage will be submitted with the application.
- (3) This will be considered a final site plan as defined in 7.5 Site Plan (Page 183) of this Ordinance.

#### **History:**

1. This property is currently Single-Family Residential Use.
2. On May 7, 2024 the Planning Commission recommended approval of PC-2175.

#### **Next Steps:**

1. If Council approves this Comprehensive Plan amendment and rezoning application, the applicant will then proceed with receiving all other applicable permits required for future development.

#### **Staff Comments-**

*There are numerous requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development. This is a rezoning application and the references are provided to make the applicant for this*

*request aware of the applicability of various codes as they relate to the request and further requirements after the rezone is approved.*

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2175:**

**Note: No engineering improvements are required with this application.**

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a thirty (30) inch line running along the south side of East Reno Avenue. 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's a public sewer main bordering the proposed parcel, an eight (8) inch line running along the south side of the proposed parcel and the north side of East Reno Avenue. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from East Reno Avenue using an existing drive. East Reno Avenue is classified as a secondary arterial road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in 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 Department's Comments**

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

**Line Maintenance's Comments**

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 per Chapter 43.

Sanitary Sewer

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

**Planning Division:**

Staff met with the applicant February 12, 2024 for a pre-development meeting.

The proposed rezoning of the property at 9220 E. Reno Avenue in Midwest City from Medium Density Residential to General Office holds significant implications for the local community and economic landscape. The property is located on a major thoroughfare in the city, East Reno Ave. The arterial is one of the main travel and business corridors in the city and cuts the territory almost in half north and south. East Reno Ave. offers multimodal connectivity via automobile, public transportation, biking, and walking, making this location ideal for future development with the goal of increasing economic activity and opportunities in the area. While land use that is recommended by the Future Land Use Plan is consistent with adjacent residential uses, its ability to contribute to the area is limited compared to what an office/retail use has the potential to offer. The proposed rezoning will strengthen the commercial vitality of E. Reno Avenue business corridor expansion. The adjacent properties are:

- East- Office/ Retail
- South- High-density Residential/Office within PUD
- West- Single-family Detached
- North- Medium Density within PUD

The proposed rezoning enhances the economic potential of the area, benefiting surrounding commercial, office, and retail spaces. Furthermore, with its proximity to high and medium-density residential properties, it offers residents closer proximity to commercial areas, providing convenience as well as opportunities to reduce drive times and/or use alternative methods of travel (biking, walking, etc.).

The surrounding properties align in a fashion that supports economic growth, community services, and job opportunities. Despite there being other available office/retail space throughout the city available for potential use, the rezoning of the property provides benefits to this specific area, promoting an ongoing trend moving towards developing an attractive, vital, and economically feasible business corridor on E. Reno Ave.

Staff recommends approval of the proposed rezoning due to its potential to enhance economic activity, create jobs, and contribute to a thriving community.

Action is at the discretion of the Council.

**Action Required:**

- 1) Approve or reject a resolution amending the Comprehensive Plan from Medium Density Residential Land Use to Office/Retail Land Use for the property herein noted, subject to staff comments found in the May 28, 2024 Council agenda packet and made a part of the PC-2175 file.”
- 2) Approve or reject an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to General Office District (“O-2”) the property herein noted, subject to staff comments found in the May 28, 2024 Council agenda packet and made a part of the PC-2175 file.”

**Suggested Motion:**

*“To approve the resolution amending the Comprehensive Plan from Medium Density Residential Land Use to Office/Retail Land Use at 9220 E. Reno Ave., subject to staff comments found in the May 28, 2024 Council agenda packet and made a part of the PC-2175 file.”*

***“To approve the ordinance redistricting 9220 E. Reno Ave. from Single-Family Detached Residential District (“R-6”) to General Office District (“O-2”), subject to staff comments found in the May 28, 2024 Council agenda packet and made a part of the PC-2175 file.”***

Please feel free to contact the Associate Planner’s office at (405) 739-1265 with any questions.

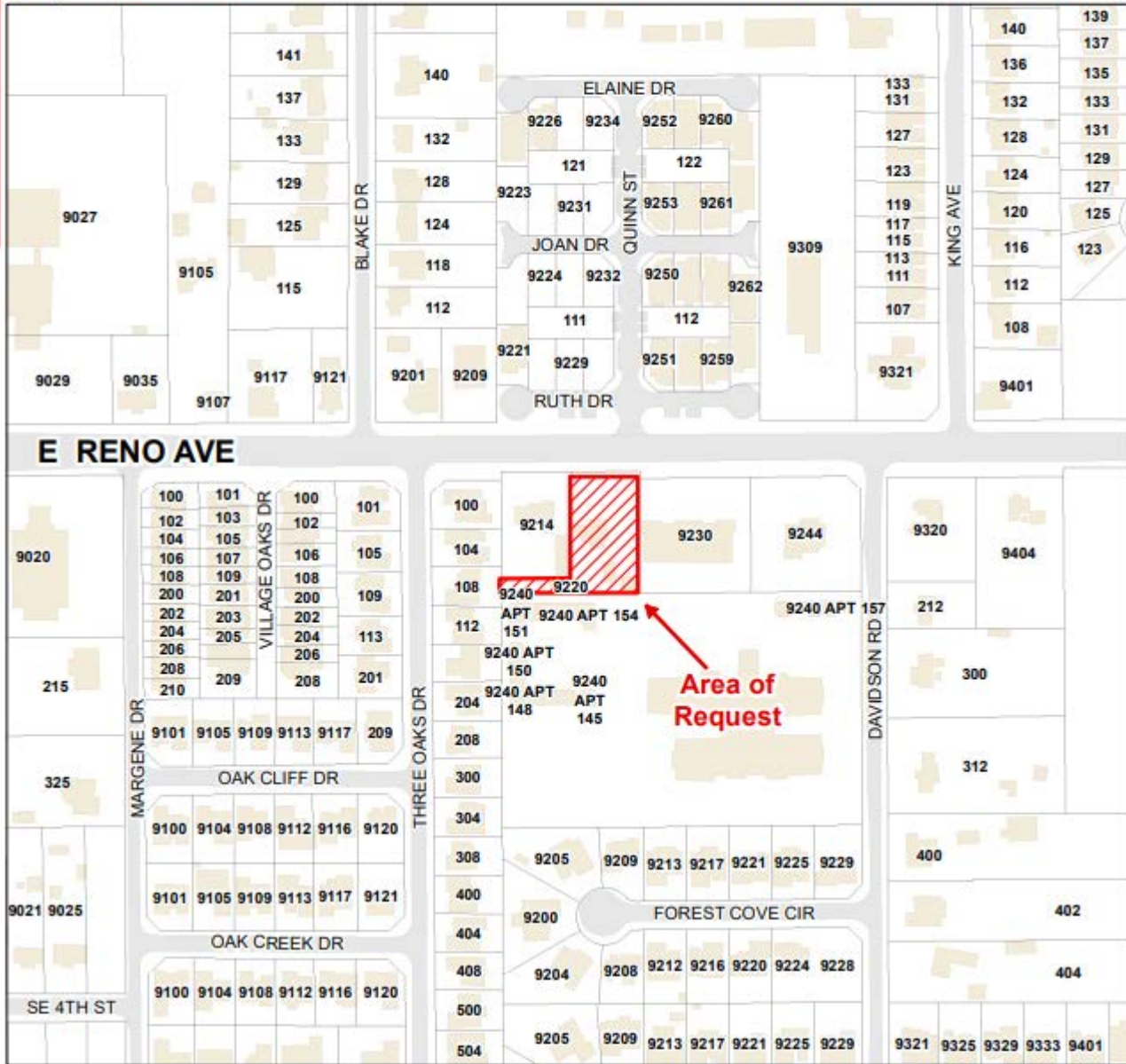
A handwritten signature in black ink, appearing to read "Matt Summers". The signature is written in a cursive, flowing style.

Matt Summers  
Director of Planning & Zoning

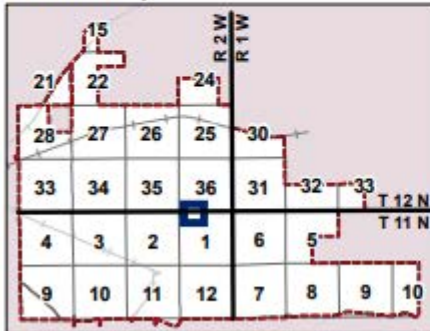
CV



GIS- Information Technology/ Community Development



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-2175  
(NW/4, Sec 1, T11N, R2W)**



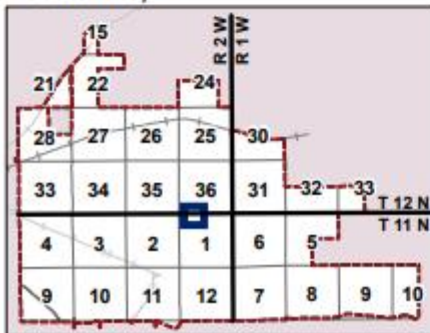
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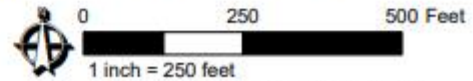
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Locator Map



**12/2023 NEARMAP AERIAL VIEW FOR  
PC-2175  
(NW/4, Sec 1, T11N, R2W)**



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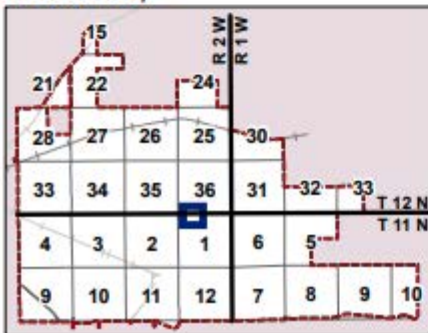




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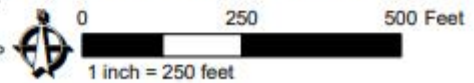
Locator Map



Current Zoning Legend

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

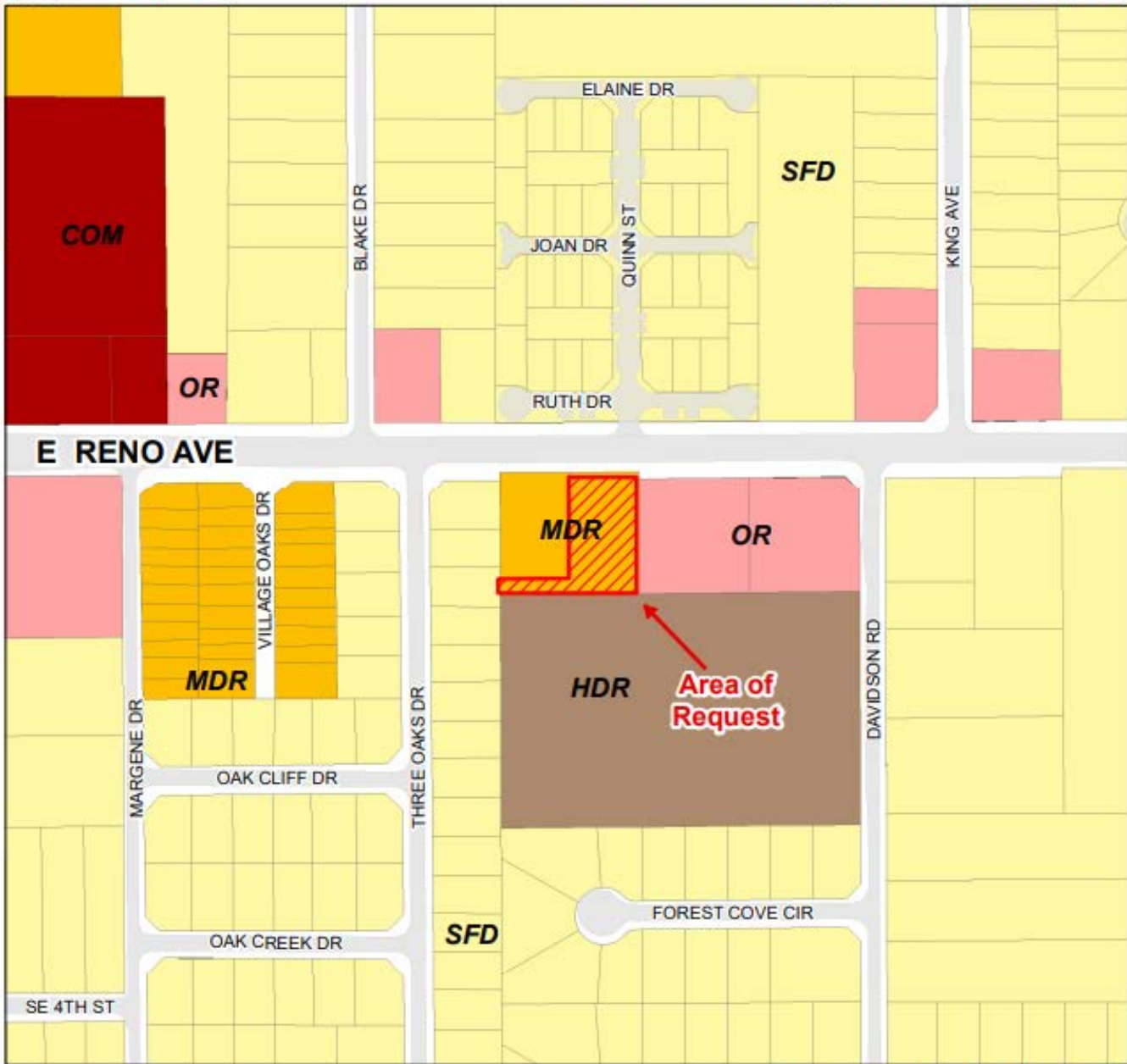
**ZONING MAP FOR  
PC-2175  
(NW/4, Sec 1, T11N, R2W)**



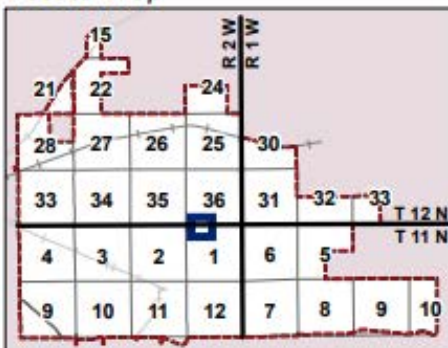
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Locator Map



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-2175  
(NW/4, Sec 1, T11N, R2W)**



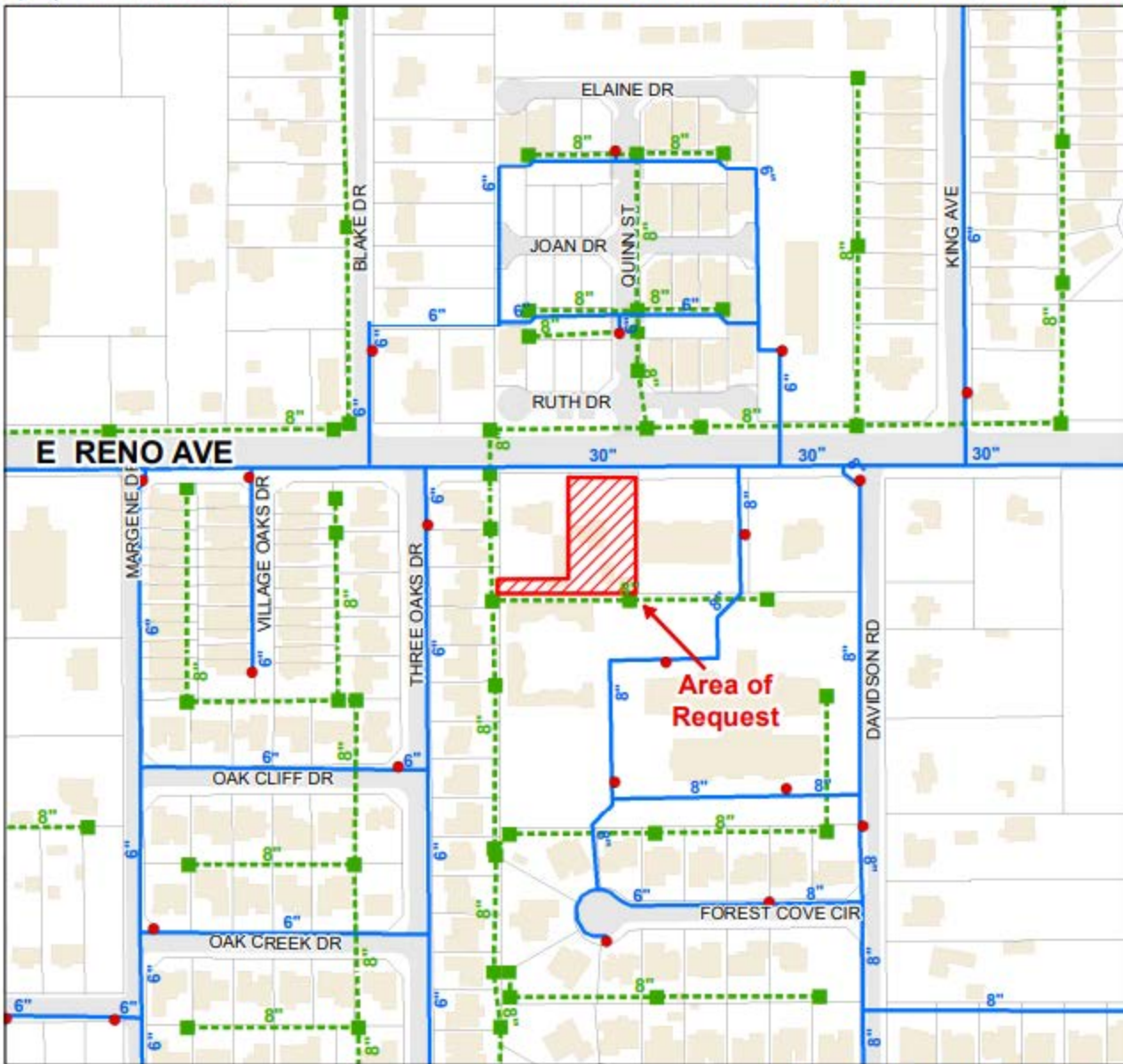
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1 inch = 250 feet

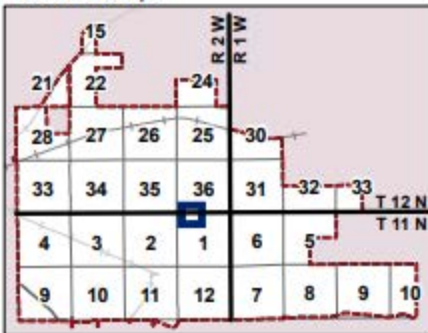
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Locator Map



**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-2175  
(NW/4, Sec 1, T11N, R2W)**



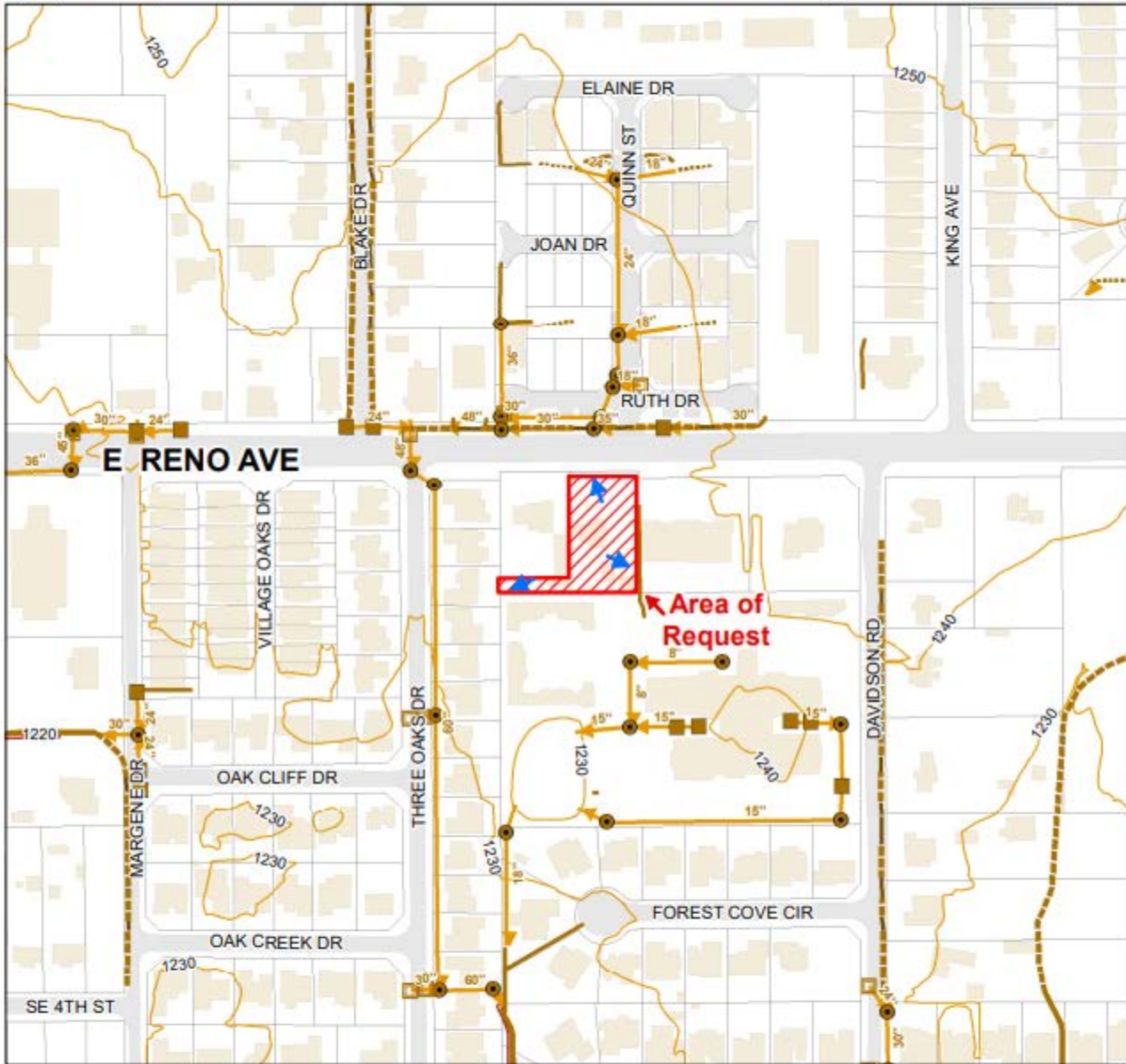
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1 inch = 250 feet

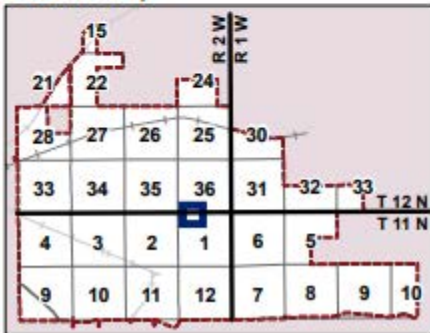
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Locator Map



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

- 2009 FEMA Floodplains**
- 500-yr floodplain
  - 100-yr floodplain
  - 2009 FEMA Floodway

**DRAINAGE LOCATION MAP FOR PC-2175 (NW/4, Sec 1, T11N, R2W)**

0 250 500 Feet

1 inch = 250 feet

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Kenneth and Yvonne Olivier  
9209 E. Reno Avenue  
Midwest City, OK 73130  
(405) 737-4915

April 10, 2024

City of Midwest City  
Community Development Department  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Attn: Emily Richey, Current Planning Manager

Dear Ms. Richey,

I am writing this letter to express my strong opposition to the re-zoning of the property at 9220 E. Reno Avenue from Medium Density Residential Land Use to Office/Retail Land Use/O-2. General Office District.

Legal Description, to-wit:

A part of the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

First and foremost, there is not a substantial reason to validate the need to re-zone this property. As it is Midwest City has too many vacant office/retail areas for rent or lease. For years there have been numerous vacant spaces just within a one-mile radius of this location at Boulevard Marketplace, Cherry Center, Park East Place and Rose Rock.

I would also want to see a proposed development plan for this property.

Unfortunately, we will not be able to attend the Public Hearing on May 7<sup>th</sup> due to a previous engagement. Please consider this our formal protest in opposition to the re-zoning of the above-described property.

Sincerely,



Kenneth M. Olivier, DVM  
Yvonne Olivier

2 RESOLUTION NO. \_\_\_\_\_

3 A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-  
4 TION FROM MEDIUM DENSITY RESIDENTIAL LAND USE TO OFFICE/RETAIL  
5 LAND USE FOR THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE  
6 CITY OF MIDWEST CITY, OKLAHOMA.

7 WHEREAS, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-  
8 lowing described property identified, for future planning purposes, as Single-Family Detached  
9 Residential:

10 For the property described as a part of the Northwest Quarter (NW/4) of Section One  
11 (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Okla-  
12 homa County, Oklahoma, located at 9220 E. Reno Ave., Midwest City.

13 WHEREAS, it is the desire of the applicant to amend the future planning classification of the  
14 above referenced property from Medium Density Residential to Office/Retail.

15 WHEREAS, with the applicant's request the change in future planning classification complies  
16 with the City's Comprehensive Plan.

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

18 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,  
19 OKLAHOMA COUNTY, STATE OF OKLAHOMA:

20 That the classification of above described property located in Midwest City, Oklahoma is hereby  
21 changed from Medium Density Residential Land Use to Office/Retail Land Use on the Compre-  
22 hensive Plan Map.

23 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Okla-  
24 homa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

25 THE CITY OF MIDWEST CITY, OKLAHOMA

26 \_\_\_\_\_  
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 \_\_\_\_\_  
30 SARA HANCOCK, City Clerk

31 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

32 \_\_\_\_\_  
33 DONALD MAISCH, City Attorney

1 PC-2175

2 ORDINANCE NO. \_\_\_\_\_

3 AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY  
4 DESCRIBED IN THIS ORDINANCE FROM R-6, SINGLE-FAMILY DETACHED RESI-  
5 DENTIAL DISTRICT TO O-2, GENERAL OFFICE DISTRICT, AND DIRECTING  
6 AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RE-  
7 CLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING  
8 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  
12 from R-6, Single-Family Detached Residential District to O-2, General Office District subject to  
13 the conditions contained in the PC-2175 file, and that the official Zoning District Map shall be  
14 amended to reflect the reclassification of the property’s zoning district as specified in this ordi-  
15 nance:

16 For the property described as a part of the Northwest Quarter (NW/4) of Section One  
17 (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Okla-  
18 homa County, Oklahoma, located at 9220 E. Reno Ave., Midwest City.

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

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

24 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
25 on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

26 THE CITY OF MIDWEST CITY, OKLA-  
27 HOMA

28 \_\_\_\_\_  
29 MATTHEW D. DUKES II, Mayor

30 ATTEST:

31 \_\_\_\_\_  
32 SARA HANCOCK, City Clerk

33 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

34 \_\_\_\_\_  
35 DONALD MAISCH, City Attorney

**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** May 28, 2024

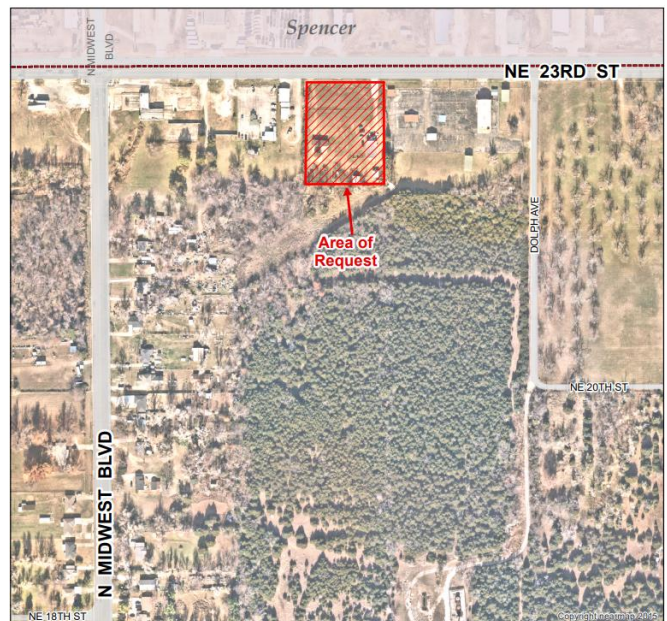
**Subject:** (PC-2176) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow “Low Impact Institutional: Neighborhood Related” in the (R-6) Single-Family Detached Residential District for the property described as a part of the Northwest Quarter (NW/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 8100 NE 23<sup>rd</sup> St.

**Executive Summary:** The applicant, Howard Walker, is requesting a Special Use Permit for the subject property to allow for the uses allowable in 4.3.6. *Low Impact Institutional: Neighborhood Related*.

The Church has been operating without a Certificate of Occupancy for a few years. Mr. Howard owns the property and is the pastor. Approving the Special Use Permit would allow for the outlined intents of the business to be in zoning compliance with the City.

Both state and local public notice requirements were fulfilled and staff received no comments regarding this case.

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. *1 space per 3 seats in the major place of assembly + required number of handicapped space*, as well as adequate turn-around space to mitigate traffic backing onto NE 23<sup>rd</sup> Street.
2. Dumpster and dumpster enclosure required contingent upon parking requirements (Due to change of use from residential to commercial<sup>1</sup>).
3. Special Use Permit expires with the occupancy of the Christ Apostolic Church. 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 Certificate of Occupancy through the Engineering and Construction Services Department as well as any other applicable building permits.

The applicant was present and addressed the Commission.

<sup>1</sup> As determined by the Sanitation/Recycling regulations.



Planning Commission unanimously recommended approval subject to staff's recommended conditions.

Action is at the discretion of the Council.

**Dates of Hearings:**

Planning Commission- May 7, 2024

City Council- May 28, 2024

**Council Ward:** Ward 5, Sara Bana

**Proposed Use:** Christ Apostolic Church

**Zoning Districts:**

Area of Request- Single-Family Detached Residential District ("R-6")

North- Spencer city limits

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

East- General Commercial District ("C-4")

West- General Commercial District ("C-4")

**Land Use:**

Area of Request- Single-family residence and existing structure for proposed church

North- Spencer city limits

South- Single-family lot

East- Vacant (previously Charles West Auto Sales)

West- James Detail Shop

**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:*

4.3.6. *Low Impact Institutional: Neighborhood Related.* Quasi-public or private activities which may have minor impact on surrounding uses, and are occupied on an intermittent basis. Such uses are necessary to serve common functions within a residential area, and are not designed to provide lodging.

**History:**

1. March 29, 2024 it was discovered the utility account was still under a builder account (service established 2020), and all other applicable services were added to the account by Customer Service since it was determined by Chief Building Official the space was being occupied.
2. At their May 7, 2024 meeting, the Planning Commission recommended approval of this application with conditions.

**Next Steps:**

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

**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, a twelve (12) inch line running along the south side of Northeast 23<sup>rd</sup> 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**

The parcel is currently being served by an individual septic treatment system. Any new building permit will require extending the public sewer system to the parcel tying into the public sewer system as outlined in Municipal Code 43-109.

**Streets and Sidewalks**

Access to the parcel is available from Northeast 23<sup>rd</sup> Street, respectively. Northeast 23<sup>rd</sup> Street is classified as a primary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

**Drainage and Flood Control, Wetlands, and Sediment Control**

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

**Easements and Right-of-Way**

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

**Fire Marshal's Comments:**

The property will be required to pass a Fire inspection prior to the Certificate of Occupancy being issued if approved. There are currently no fire inspections documented in the Fire Department inspection software.

- **The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.**
- 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 National Fire Codes.
- Fire extinguishers are required to be installed 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. Rear exterior doors shall be labeled with the numerical address for the suite. This shall be in accordance with Section 505.
- 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.

**Public Works' Comments:**

Line Maintenance

*Water*

- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.  
\*Two-foot horizontal green belt buffer zone and vertical clearance of five feet.

*Sewer*

- Sanitary sewer is not available for this site.
- If the business ties into City sewer in the future, the following shall be observed: *Sewer waste from food service, vehicle maintenance shop, car wash, etc. shall conform with Midwest City Ordinance Chapter 43 Division 6. The installation of an interceptor, separator, and/or grit chamber shall be required.*

Sanitation

- If paved parking with a turn-around shall be required, dumpster and dumpster enclosure to be required as well due to change of use from residential to commercial.
- 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:**

The subject property has been operating a church without a Certificate of Occupancy and is not in compliance with Midwest City's zoning regulations. The property's current governing zone, Single-Family Detached Residential District (R-6), does not permit quasi-public or private activities without a Special Use Permit.

Approving the Special Use Permit would allow for the outlined intents of the operation to be in zoning compliance with the City.

A sign permit was pulled for the location April 3, 2024 but will not be reviewed until Certificate of Occupancy has been applied for.

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 Commercial. Churches 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 their limited operating hours, being generally quiet in nature, and not known for noxious odors, churches are typically deemed compatible within any area. The subject property is adjacent to a vacant business to the east, and an auto detail shop 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, church hours are often limited to Sunday mornings, evenings, and Wednesday evenings and would not conflict with anticipated traffic. However, for safety reasons, staff recommends paved parking that also allows for turn-around so traffic is not backing onto NE 23<sup>rd</sup> Street.**
- (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 is on septic system. Approving the condition of parking requirements would ensure the proposed use meets the adopted codes pertaining to parking.**

**Please note, the paved parking requirement may result in relocation of water meter to meet green belt requirements.**

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. *1 space per 3 seats in the major place of assembly + required number of handicapped space*, as well as adequate turn-around space to mitigate traffic backing onto 23<sup>rd</sup> Street.
2. Dumpster and dumpster enclosure required contingent upon parking requirements.
3. Special Use Permit expires with the occupancy of the Christ Apostolic Church. 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 “Low Impact Institutional: Neighborhood Related” in the (R-6) Single-Family Detached Residential District for the property noted herein, subject to staff comments as found in the May 28, 2024 Council agenda packet and made part of the PC-2176 file.

**Suggested Motion:**

***“To approve the Special Use Permit for 8100 NE 23<sup>rd</sup> Street to allow the use of Low Impact Institutional: Neighborhood Related in the R-6, Single-Family Detached Residential District subject to Staff Comments found in the May 28, 2024 Council agenda packet and made part of the PC-2176 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

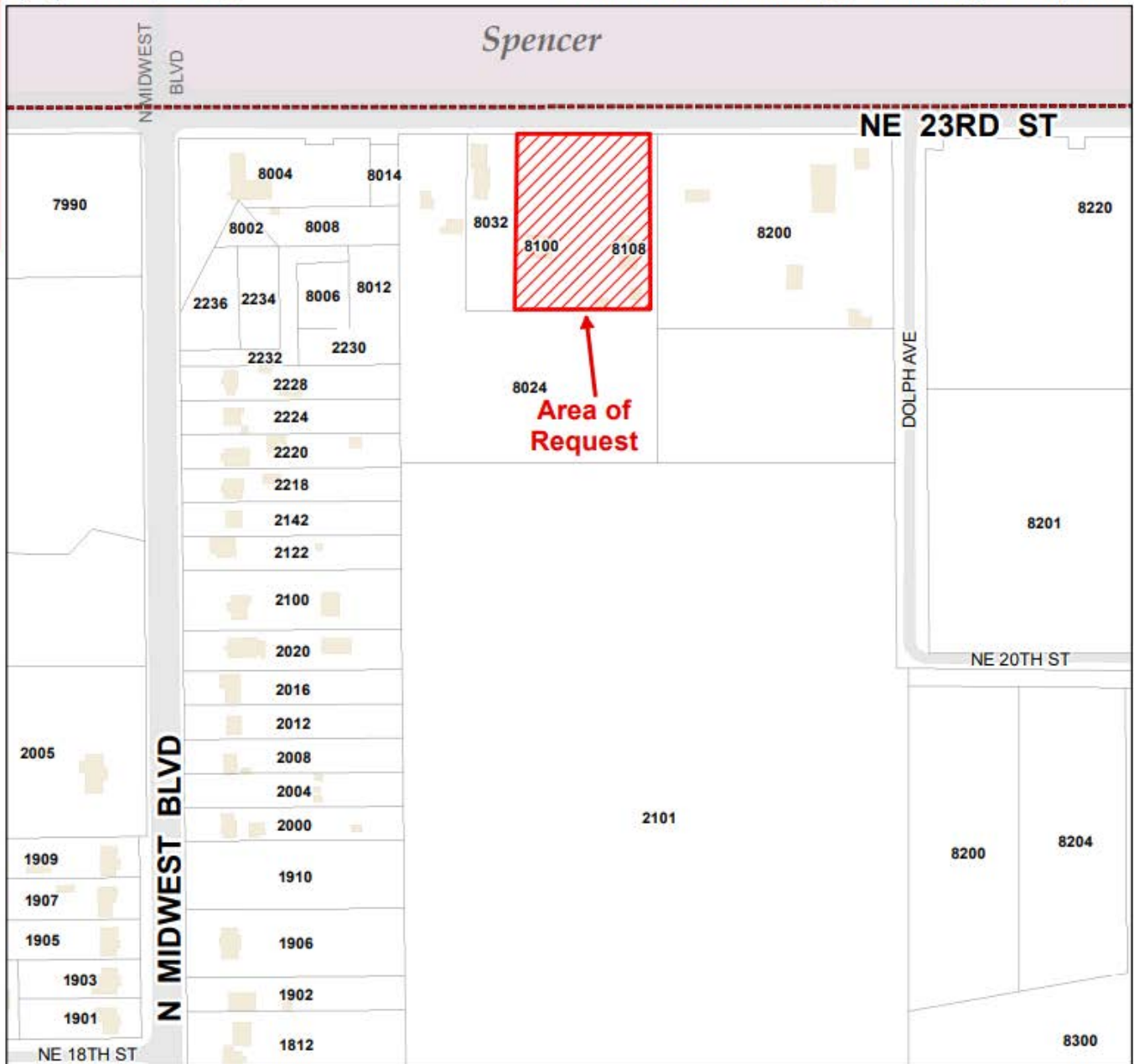
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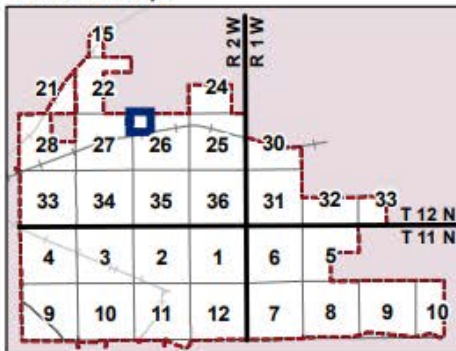
*Google Earth Image of 8100 NE 23<sup>rd</sup> Street*




GIS- Information Technology/ Community Development



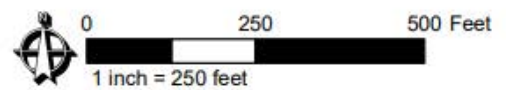
Locator Map



**General Map Legend**

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

**GENERAL MAP FOR  
PC-2176  
(NW/4, Sec 26, T12N, R2W)**

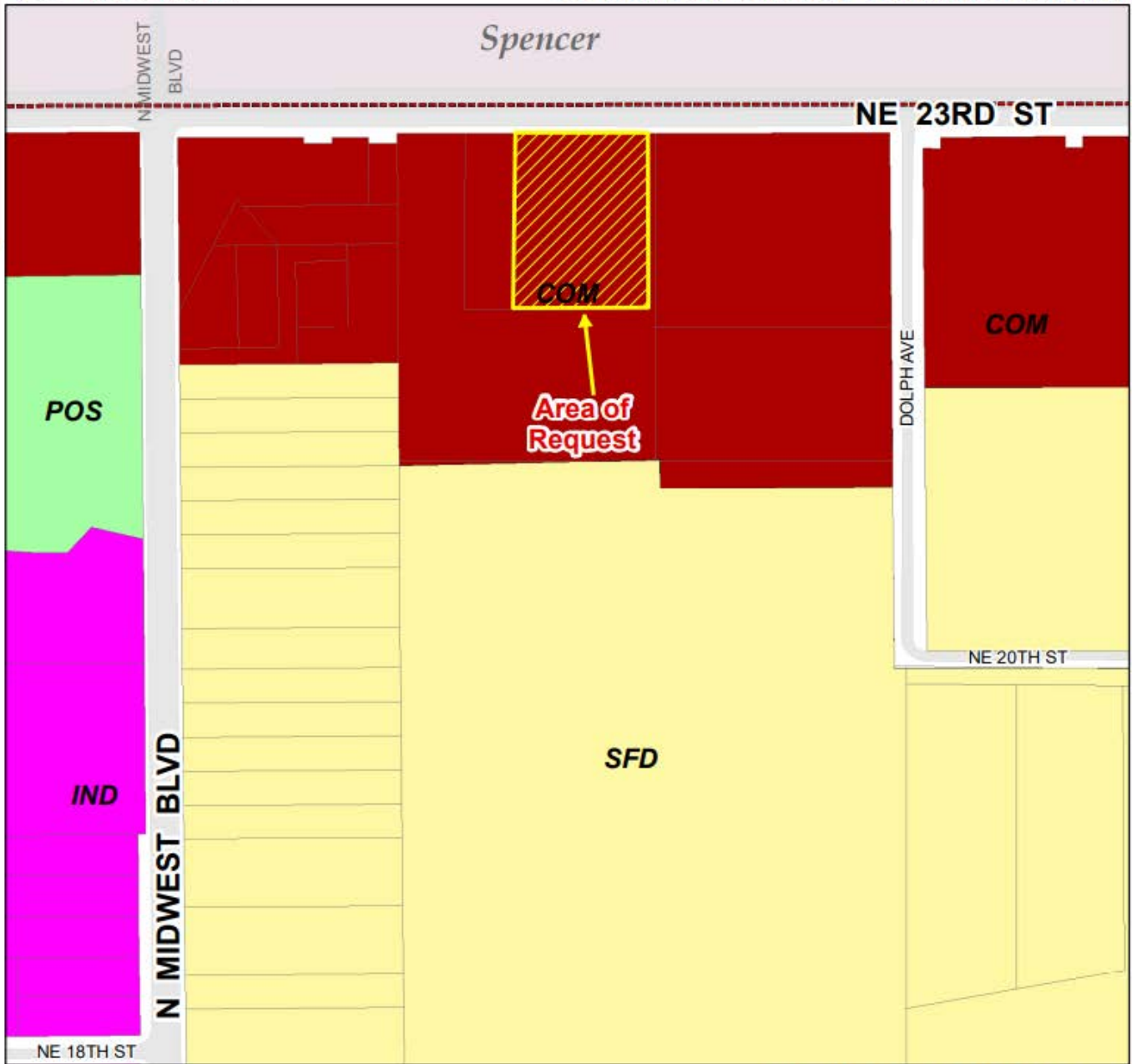


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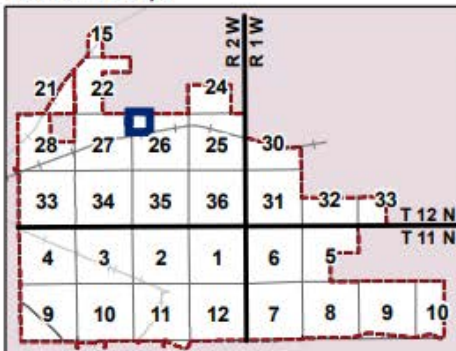




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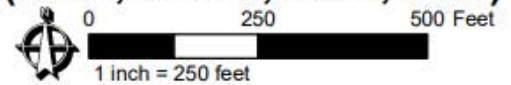
Locator Map



Future Land Use Legend



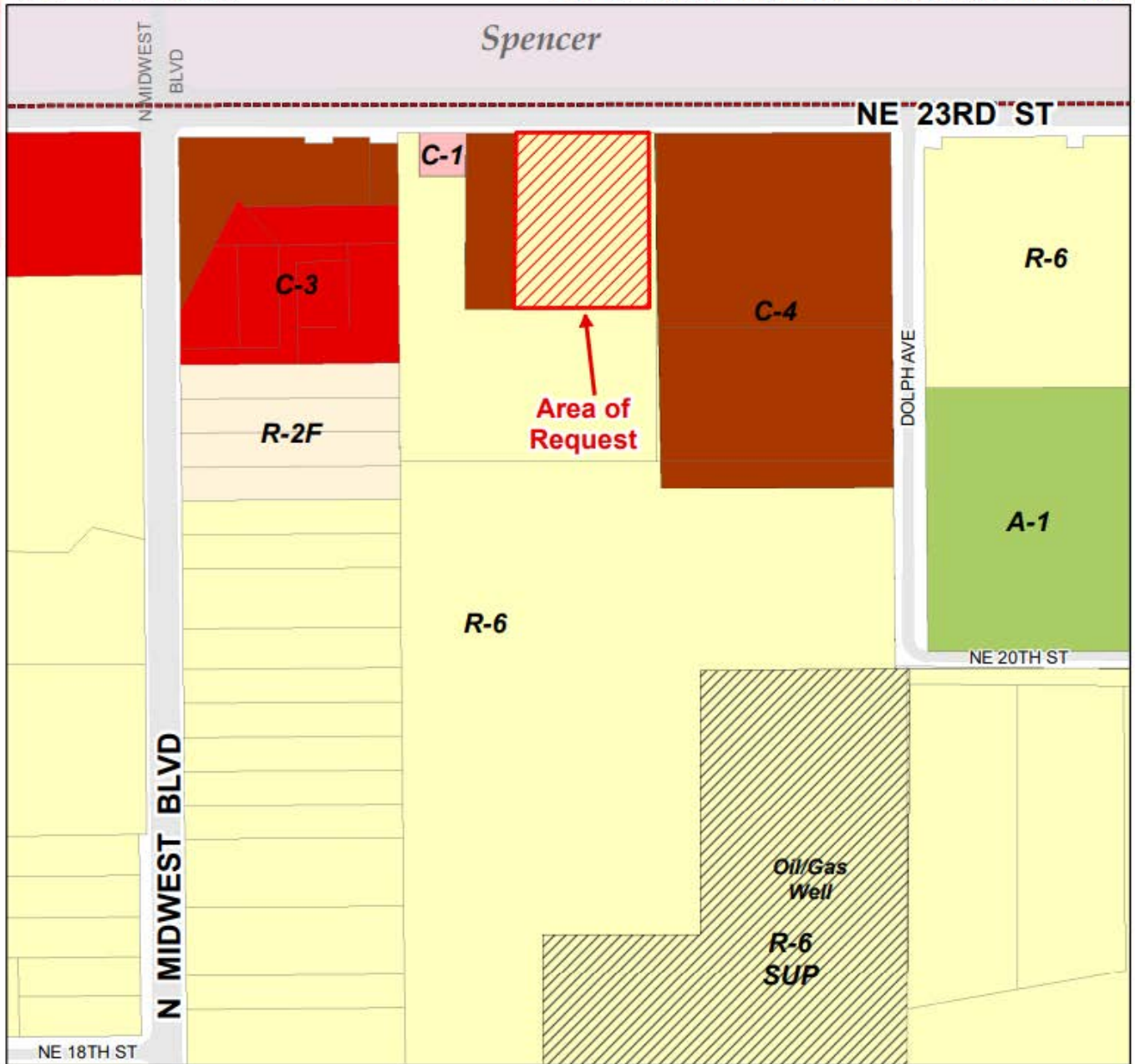
**FUTURE LAND USE  
 MAP FOR  
 PC-2176  
 (NW/4, Sec 26, T12N, R2W)**



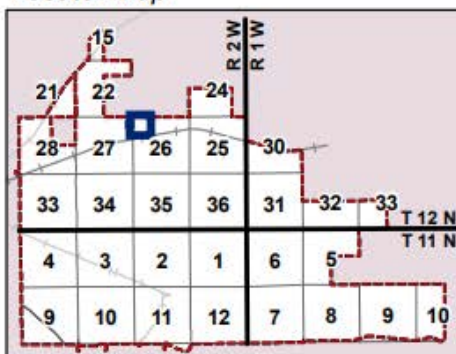
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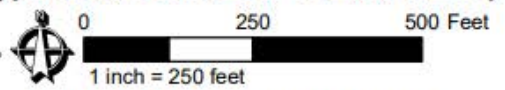
Locator Map



Current Zoning Legend

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

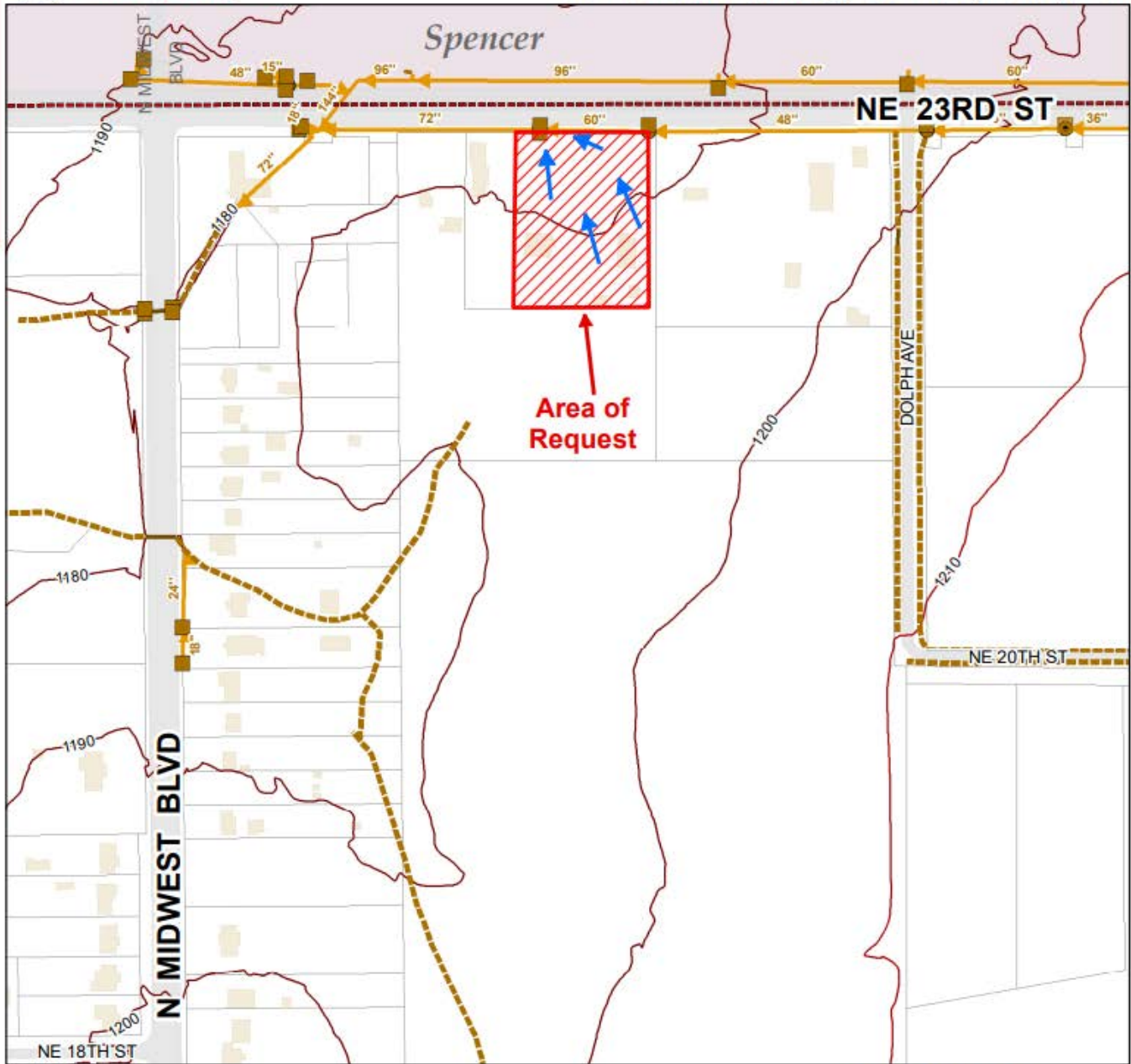
**ZONING MAP FOR  
 PC-2176  
 (NW/4, Sec 26, T12N, R2W)**



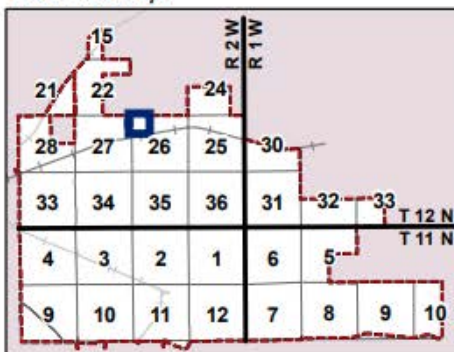
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Locator Map



- 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

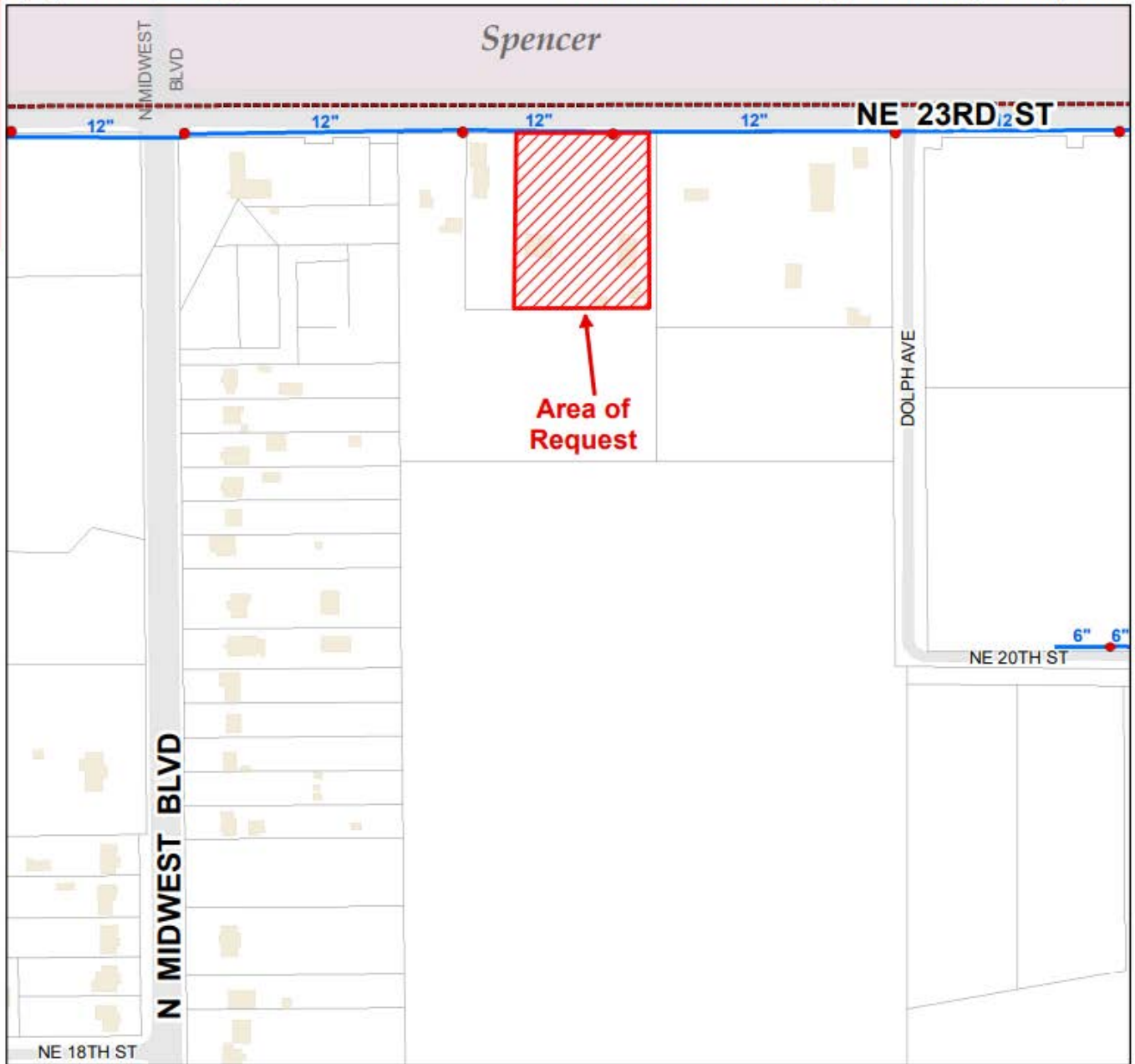
**DRAINAGE LOCATION MAP FOR PC-2176 (NW/4, Sec 26, T12N, R2W)**

1 inch = 250 feet

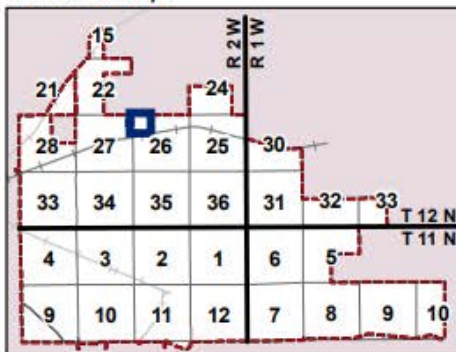
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Locator Map



**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-2176  
 (NW/4, Sec 26, T12N, R2W)**

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NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: May 28, 2024

SUBJECT: Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding review of litigated settlements and 2) authorizing the City Manager to take action as appropriate based on discussion.

---

Appropriate information will be dispersed during executive session.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager



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:** May 28, 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 April 2024, which is the tenth (10) period of FY 2023/2024.

Troy Bradley, Human Resources Director

<b>FISCAL YEAR 2023-2024</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
<b>PLAN INCOME</b>												
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		
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		
<b>PLAN CLAIMS/ADMIN COSTS</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
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		
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		
<b>EXCESS INCOME vs. EXPENDITURES</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>
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	0	0
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743	-91,957	17,766	-154,981	-351,277	-335,100	-216,080	-196,986		
<b>FISCAL YEAR 2022-2023</b>	<b>Jul-22</b>	<b>Aug-22</b>	<b>Sep-22</b>	<b>Oct-22</b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Jun-23</b>
<b>PLAN INCOME</b>												
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
<b>PLAN CLAIMS/ADMIN COSTS</b>	<b>Jul-22</b>	<b>Aug-22</b>	<b>Sep-22</b>	<b>Oct-22</b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Jun-23</b>
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
<b>EXCESS INCOME vs. EXPENDITURES</b>	<b>Jul-22</b>	<b>Aug-22</b>	<b>Sep-22</b>	<b>Oct-22</b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Jun-23</b>
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

April 10/FY 2024: \$2,368,255  
 April 10/FY 2023: \$2,561,329  
 April 10/FY 2022: \$2,461,632  
 April 10/FY 2021: \$1,286,061

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

## MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

April 2, 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 April 2, 2024 - 5:00 p.m. with the following members present:

Commissioners present: Russell Smith  
Jess Huskey  
Dee Collins  
Rick Rice

Commissioners absent: Dean Hinton  
Jim Smith

Staff present: Matthew Summers, Planning and Zoning Director  
Emily Richey, Current Planning Manager  
Tami Anderson, Administrative Assistant  
Cameron Veal, Associate Current Planner  
Patrick Menefee, City Engineer  
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 Jess Huskey seconded by Rick Rice, to approve the minutes of the March 5th, 2024 Planning Commission meeting as presented. Voting aye: R. Smith, Huskey, Collins, and R. Rice. Nay: none. Motion carried.
2. A motion was made by Dee Collins seconded by Rick Rice, to approve the minutes of the March 11th, 2024 Special Planning Commission meeting as presented. Voting aye: R. Smith, Huskey, Collins, and R. Rice. Nay: none. Motion carried.

### C. NEW MATTERS

1. (PC-2166) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow *Eating Establishments: Sit-Down, Alcoholic Beverages Permitted* in the (C-3) Community Commercial District for the property described as a part of the Northeast Quarter (NE/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 6620 E. Reno Ave.

There was general discussion amongst the Commission.

The applicant, (Cesar Manuel Banvelos - 10008 Wimbledon Ct. was present and addressed the council.

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

2. (PC-2169) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow *Eating Establishments: Sit-Down, Alcoholic Beverages not Permitted* in the (O-2) General Office District for the property described as a part of the Southeast Quarter (SE/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 2801 Parklawn Dr., Ste 102.

There was general discussion amongst the Commission.

The applicant, Daryl Ljunghammer – 8720 NE 17<sup>th</sup> St was present and addressed the council.

A motion was made by Rick Rice, seconded by Jess Huskey to recommend approval of this item.

Voting aye R. Smith, Huskey, Collins, and R. Rice.

Nay: None. Motion Carried.

3. (PC-2170) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Low Density Residential Land Use to Commercial Land Use; and an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Restricted Commercial District (“C-1”), for the property described as a part of the Northwest Quarter (NW/4) of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 105 E. Myrtle Dr., Midwest City.

There was general discussion amongst the Commission.

Matt Summers – Planning and Zoning Director, informed Planning Commission that Office/Retail would be included in the amended Comprehensive Plan instead of Commercial.

The applicant, Louis Almaraz, Almaraz Investments - 1711 W. Wilshire Blvd was present and addressed the council.

A motion was made by Jess Huskey, seconded by Dee Collins to recommend approval of this item.

Voting aye R. Smith, Huskey, Collins, and R. Rice.

Nay: None. Motion Carried.

4. (PC-2168) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan to maintain Office/Retail Land Use and to add High Density Residential Land Use; and an ordinance to redistrict from Community Commercial District (“C-3”) to Planned Unit Development (“PUD”), for the property described as:

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, also addressed as 6707 E. Reno Ave., Midwest City, OK and;

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, also addressed as 6707 E. Reno Ave., Midwest City, OK.

The Planning Commission decided to postpone discussion on this issue, and to take no action at this time. The applicant was not present and informed staff that they would not be due to their lawyer having

a schedule conflict.

5. (PC-2171) Discussion, consideration, and possible action on an ordinance amending Midwest City Code, Appendix A, Zoning Regulations, Section 5, Supplemental Regulations, Sub-Section 5.2.3, Fencing and Screening; and providing for repealer and severability.

There was general discussion amongst the Commission.

Matt Summers – Planning and Zoning Director was present and addressed the council. Informed the council that he had been directed by City Council to re-evaluate fencing and screening ordinances. After comparing current standards to cities similar in character to Midwest City, Summers suggested that language be added to zoning ordinances to allow for more flexibility in fencing type, while adding material thickness requirements to ensure that fences are constructed in a way that promotes durability and maintains the character of the neighborhood.

Russell Smith suggested including language that prohibits sharp objects being on top of fences.

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

**D. COMMISSION DISCUSSION: None**

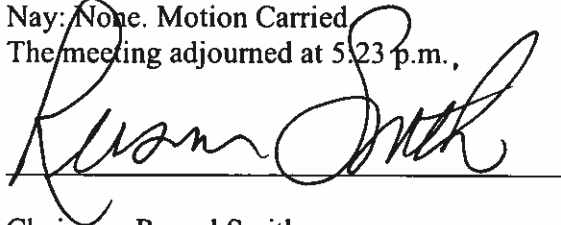
**E. PUBLIC DISCUSSION: None**

**F. FURTHER INFORMATION:**

City Council Meeting: April 23, 2024

**G. ADJOURNMENT:**

A motion to adjourn was made by Jess Huskey, Seconded by Dee Collins.  
Voting aye: R. Smith, Huskey, Collins, and R. Rice.  
Nay: None. Motion Carried.  
The meeting adjourned at 5:23 p.m.,



Chairman Russel Smith

(cv)



**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: May 28, 2024  
SUBJECT: Review of the City Manager's Report for the month of April 2024.

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

<b>Capital Imp Rev Bond (250)</b> decreased because of the payment for: 2019 bonds interest	<\$533,763>
<b>MWC Hospital Authority (425)</b> activities for April: Compounded Principal (9010) - unrealized loss on investment	<\$2,797,627>
Discretionary (9050) - unrealized loss on investment	<\$1,369,123>

*Tiatia Cromar*

Tiatia Cromar  
Finance Director/ City Treasurer

City of Midwest City  
Financial Summary by Fund  
for Period Ending April, 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	10,429,915	-	7,097,989	5,403,424	(2,071,499)	3,331,926	10,429,915
10	GENERAL	14,892,850	(155,008)	15,529,517	38,651,981	(39,443,656)	(791,675)	14,737,842
13	STREET AND ALLEY FUND	1,832,216	-	1,905,998	547,396	(621,178)	(73,782)	1,832,216
14	TECHNOLOGY FUND	709,421	-	724,414	263,447	(278,441)	(14,993)	709,421
15	STREET LIGHT FEE	965,374	-	1,171,042	527,611	(733,279)	(205,668)	965,374
16	REIMBURSED PROJECTS	939,266	(1,600)	1,838,556	557,659	(1,458,549)	(900,890)	937,666
20	MWC POLICE DEPARTMENT	15,525,562	(4,092)	13,184,653	16,806,419	(14,469,601)	2,336,817	15,521,470
21	POLICE CAPITALIZATION	1,837,399	-	1,514,448	1,542,414	(1,219,463)	322,951	1,837,399
25	JUVENILE FUND	103,324	-	95,468	58,149	(50,293)	7,856	103,324
30	POLICE STATE SEIZURES	107,726	-	109,437	7,453	(9,163)	(1,711)	107,726
31	SPECIAL POLICE PROJECTS	84,807	-	81,429	7,687	(4,309)	3,378	84,807
34	POLICE LAB FEE FUND	12,038	-	18,545	638	(7,145)	(6,507)	12,038
35	EMPLOYEE ACTIVITY FUND	11,278	-	17,569	11,645	(17,936)	(6,291)	11,278
36	JAIL	227,342	-	181,401	86,742	(40,800)	45,942	227,342
37	POLICE IMPOUND FEE	127,780	-	104,051	33,974	(10,246)	23,729	127,780
40	MWC FIRE DEPARTMENT	10,540,379	(4)	8,860,897	12,958,252	(11,278,773)	1,679,479	10,540,375
41	FIRE CAPITALIZATION	2,809,992	-	2,266,633	652,937	(109,577)	543,360	2,809,992
45	MWC WELCOME CENTER	582,397	-	475,662	180,608	(73,873)	106,735	582,397
46	CONV / VISITORS BUREAU	687,181	-	576,761	328,817	(218,397)	110,419	687,181
60	CAPITAL DRAINAGE IMP	464,494	-	444,840	409,378	(389,724)	19,654	464,494
61	STORM WATER QUALITY	1,622,930	-	1,489,045	711,133	(577,247)	133,885	1,622,930
65	STREET TAX FUND	2,401,658	-	2,397,811	557,536	(553,690)	3,846	2,401,658
70	EMERGENCY OPER FUND	1,578,354	-	1,376,402	780,012	(578,059)	201,953	1,578,354
75	PUBLIC WORKS ADMIN	1,182,725	-	1,052,349	1,133,237	(1,002,860)	130,376	1,182,725
80	INTERSERVICE FUND	560,323	-	632,994	2,779,030	(2,851,702)	(72,672)	560,323
81	SURPLUS PROPERTY	746,343	(579,995)	127,706	70,466	(31,824)	38,643	166,348
115	ACTIVITY FUND	551,886	(3,509)	478,528	270,503	(200,654)	69,849	548,377
123	PARK & RECREATION	2,068,765	(12,771)	2,585,167	1,097,888	(1,627,061)	(529,173)	2,055,993
141	COMM. DEV. BLOCK GRANT	6,575	(546)	6,029	529,944	(529,944)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	182,172	253	175,016	74,703	(67,293)	7,409	182,425
143	GRANT FUNDS	89,026	(29,026)	60,000	684,153	(684,153)	-	60,000
157	CAPITAL IMPROVEMENTS	5,275,757	-	3,422,471	3,085,865	(1,232,579)	1,853,286	5,275,757
172	CAP. WATER IMP-WALKER	2,755,303	-	3,517,645	476,987	(1,239,328)	(762,341)	2,755,303

City of Midwest City  
Financial Summary by Fund  
for Period Ending April, 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	5,159,417	(10,247)	4,618,759	730,924	(200,513)	530,411	5,149,170
184	SEWER BACKUP FUND	76,759	-	78,271	2,488	(4,000)	(1,512)	76,759
186	SEWER CONSTRUCTION	2,815,935	-	8,051,367	1,486,925	(6,722,358)	(5,235,432)	2,815,935
187	UTILITY SERVICES	1,071,695	(924)	845,050	1,127,891	(902,169)	225,722	1,070,771
188	CAP. SEWER IMP.-STROTH	2,216,357	-	1,783,408	730,468	(297,518)	432,949	2,216,357
189	UTILITIES CAPITAL OUTLAY	3,058,281	(127,096)	2,649,282	679,671	(397,768)	281,903	2,931,185
190	MWC SANITATION DEPARTMENT	7,433,079	-	6,092,220	7,492,150	(6,151,291)	1,340,859	7,433,079
191	MWC WATER DEPARTMENT	4,979,459	-	4,750,723	6,615,656	(6,386,921)	228,736	4,979,459
192	MWC SEWER DEPARTMENT	6,463,863	(456)	5,573,077	7,312,668	(6,422,338)	890,330	6,463,407
193	MWC UTILITIES AUTHORITY	1,335,921	-	1,035,593	300,851	(523)	300,328	1,335,921
194	DOWNTOWN REDEVELOPMENT	526,020	-	470,038	51,216	4,766	55,982	526,020
195	HOTEL/CONFERENCE CENTER	469,026	(1,182,042)	(772,157)	3,148,814	(3,089,672)	59,141	(713,016)
196	HOTEL 4% FF&E	833,851	-	721,137	148,938	(36,223)	112,714	833,851
197	JOHN CONRAD REGIONAL GOLF	1,070,248	(9,849)	657,214	1,547,073	(1,143,887)	403,185	1,060,399
201	URBAN RENEWAL AUTHORITY	162,820	-	98,591	64,229	-	64,229	162,820
202	RISK MANAGEMENT	966,807	(37)	881,634	1,689,805	(1,604,669)	85,136	966,770
204	WORKERS COMP	3,790,451	-	4,211,806	843,841	(1,265,196)	(421,355)	3,790,451
220	ANIMALS BEST FRIEND	99,285	(2,000)	73,232	75,196	(51,143)	24,053	97,285
225	HOTEL MOTEL FUND	-	-	-	549,791	(549,791)	-	-
230	CUSTOMER DEPOSITS	1,533,088	(1,533,088)	-	49,020	(49,020)	-	-
235	MUNICIPAL COURT	84,280	(84,280)	-	2,922	(2,922)	-	-
240	L & H BENEFITS	2,417,635	(43,516)	2,570,990	8,519,385	(8,716,255)	(196,871)	2,374,119
250	CAPITAL IMP REV BOND	1,232,091	(28,888,904)	(35,692,983)	17,518,093	(9,481,924)	8,036,170	(27,656,813)
269	2002 G.O. STREET BOND	57,922	-	191,585	2,777	(136,439)	(133,662)	57,922
270	2018 ELECTION G.O. BOND	6,027,483	-	8,421,966	344,525	(2,739,008)	(2,394,483)	6,027,483
271	2018 G.O. BONDS PROPRIETARY	427,979	(121,172)	314,522	13,606	(21,321)	(7,715)	306,807
272	2022 ISSUE G.O. BOND	1,103,201	(35,000)	2,513,068	42,143	(1,487,010)	(1,444,866)	1,068,201
310	DISASTER RELIEF	8,043,972	(196,589)	7,293,918	816,591	(263,127)	553,464	7,847,382
340	REVENUE BOND SINKING FUND	-	-	-	3,744,806	(3,744,806)	-	-
350	G. O. DEBT SERVICES	4,607,765	(14,576)	2,981,462	4,002,089	(2,390,362)	1,611,728	4,593,190
352	SOONER ROSE TIF	1,704,662	-	1,099,602	975,326	(370,266)	605,060	1,704,662
353	ECONOMIC DEV AUTHORITY	59,691,976	(50,247,042)	9,418,940	1,504,415	(1,478,422)	25,994	9,444,934
354	NORTHSIDE TIF	274,921	(267,076)	-	7,845	-	7,845	7,845
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	118,663,645	(18,908)	111,301,846	10,003,027	(2,660,136)	7,342,891	118,644,737
425-9050	MWC HOSP AUTH-DISCRETIONARY	27,243,222	(8,345)	22,013,675	6,080,927	(859,723)	5,221,203	27,234,878
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,022,313	(22,530)	10,858,612	1,025,163	(883,991)	141,172	10,999,784
425-9080	MWC HOSP AUTH GRANTS	182,501	-	93,916	606,728	(518,142)	88,586	182,501
	<b>TOTAL</b>	<b>368,760,487</b>	<b>(83,599,974)</b>	<b>258,720,835</b>	<b>181,146,066</b>	<b>(154,706,385)</b>	<b>26,439,681</b>	<b>285,160,516</b>





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

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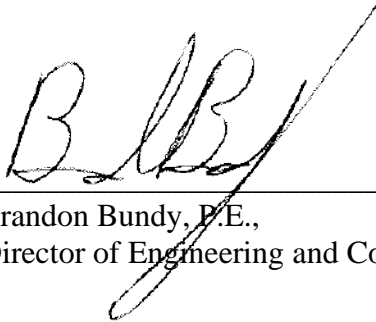
TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : May 28, 2024

SUBJECT : Monthly Residential and Commercial Building report for April 2024

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



100 N Midwest Boulevard - Midwest City, OK 73110

**Building Permits Summary - Issued 4/1/2024 to 4/30/2024**

**Building - Commercial & Industrial**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
3	Com Demolition Permit	\$13,870.00
1	Com Driveway Permit	\$0.00
5	Com General Electrical Permit	
10	Com General Mechanical Permit	\$0.00
6	Com General Plumbing Permit	
2	Com New Const Electrical Permit	
2	Com New Const Mechanical Permit	
1	Com New Const Plumbing Permit	
6	Com Remodel Bldg Permit	\$3,648,766.00
4	Com Sign Permit	\$68,500.00
<b>Total Value of Building - Commercial &amp; Industrial:</b>		<b>3,731,136.00</b>

**Building - Residential**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Res Accessory Bldg Permit	\$53,000.00
4	Res Carport Permit	\$16,350.00
2	Res Demolition Permit	\$0.00
6	Res Driveway Permit	\$8,000.00
6	Res Fence Permit	\$7,247.81
32	Res General Electrical Permit	
31	Res General Mechanical Permit	
51	Res General Plumbing Permit	
2	Res New Const Mechanical Permit	
2	Res New Const Plumbing Permit	
17	Res Roofing Permit	\$167,000.00
2	Res Single-Fam New Const Bldg Permit	\$630,000.00
13	Res Single-Fam Remodel Building Permit	\$257,459.43
2	Res Storm Shelter Permit	\$7,800.00
5	Res Swimming Pool / Hot Tub Permit	\$171,504.00
<b>Total Value of Building - Residential:</b>		<b>1,318,361.24</b>

**Grand Total: \$5,049,497.24**



100 N Midwest Boulevard - Midwest City, OK 73110

**Building Permits by Type - Issued 4/1/2024 to 4/30/2024**

**Building - Commercial & Industrial**

**Com Demolition Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/17/24	9810 E RENO AVE, 73130	Midwest Wrecking	B-24-0846	\$0.00
4/17/24	9808 E RENO AVE, OK, 73130	Midwest Wrecking	B-24-0882	\$13,870.00
4/22/24	2828 PARKLAWN DR, 73110	Midwest Wrecking	B-24-0843	\$0.00
				<b>\$13,870.00</b>

**Com Driveway Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/29/24	1224 JET DR, 73110	L & E PAVING COMPANY LLC	B-24-1130	\$0.00
				<b>\$0.00</b>

**Com Remodel Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/9/24	351 N Air Depot Blvd, Unit LL, Midwest City, OK 73110	Noah Bankston	B-24-0805	\$75,000.00
4/9/24	6166 TINKER DIAGONAL, MWC, OK, 73110	sanjay mistry	B-24-0596	\$4,500.00
4/11/24	1312 N MIDWEST BLVD, 1302E 73110	Eric Sides	B-24-0891	\$19,000.00
4/15/24	1205 S AIR DEPOT BLVD, MIDWEST CITY, OK, 0	VanMeter Construction, LLC	B-24-0762	\$44,266.00
4/23/24	100 N MIDWEST BLVD, 73110	KIRK SMITH	B-24-0183	\$706,000.00
4/29/24	9011 NE 23RD ST, 73141	Jackie Waggnor	B-23-1550	\$2,800,000.00
				<b>\$3,648,766.00</b>

**Com Sign Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/12/24	100 MID AMERICA BLVD, 73110	Metro Sign	B-24-0279	\$50,000.00
4/16/24	5825 SE 15TH ST, 73110	Rachel Woodson, G & S SIGN SERVICES	B-23-3273	\$5,000.00
4/16/24	7179 SE 29TH ST, B MWC, OK, 73110	G & S Sign Services, LLC	B-24-0425	\$10,000.00
4/23/24	9205 NE 23RD ST, 7, OK, 73141	Raul Ramos	B-24-0898	\$3,500.00
				<b>\$68,500.00</b>

**Building - Residential**

**Res Accessory Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/3/24	11600 SE 15TH ST, 73130	Brandon Pitts	B-23-2543	\$53,000.00
				<b>\$53,000.00</b>

**Res Carport Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/3/24	3101 MOCKINGBIRD LN, MWC, OK, 73110	Roger Ring	B-24-0883	\$5,200.00

4/3/24	10900 SE 3rd ST, Midwest City, OK 73130	Monte and Laura Mowdy	B-24-0799	\$3,000.00
4/12/24	1109 VICTOR CT	Titan Building	B-24-0963	\$4,650.00
4/23/24	2512 S MIDWEST BLVD, 73110	Max C Pace	B-24-0804	\$3,500.00

**\$16,350.00**

**Res Demolition Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/10/24	701 W IDYLWILD DR, MWC, OK, 73110	Terry Branstetter	B-24-0632	\$0.00
4/17/24	9715 SE 3RD ST, MWC, OK, 73130	Midwest Wrecking	B-24-0845	\$0.00

**\$0.00**

**Res Driveway Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/1/24	302 W MIMOSA DR, 73110	OCHOA CONCRETE	B-24-0885	
4/1/24	2424 FOREST GLEN DR, MWC, OK, 73020	AM CONSTRUCTION LLC	B-24-0893	\$0.00
4/2/24	2220 WOODGROVE CT, 73130	MARRUFO CONCRETE	B-24-0899	\$0.00
4/10/24	1318 VERNA MARIE DR, 73110	Adriana Martinez Macias	B-24-0982	\$8,000.00
4/15/24	8321 NE 10TH ST, 73110	DELGADO CONCRETE	B-24-1012	
4/22/24	215 E MYRTLE LN, 73110	MARTINEZ MACIAS SERVICES LLC	B-24-1069	

**\$8,000.00**

**Res Fence Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/3/24	910 HOLLY DR, 73110	jason a osborn	B-24-0515	\$1,200.00
4/11/24	13275 sawtooth oak	IDEAL HOMES OF NORMAN LP	B-24-0685	\$1,500.00
4/16/24	1304 E TIMBERVIEW DR, 73130	Gina Torrey	B-24-0945	\$1,447.81
4/18/24	2828 N DOUGLAS BLVD, 73141	Brandon Roach	B-24-0925	\$1,800.00
4/25/24	913 MORAINA AVE, MWC, OK, 73130	lucas stott	B-24-0968	\$600.00
4/30/24	701 WOODLAND DR, MWC, OK, 73130	Santos M. Galindo	B-24-1065	\$700.00

**\$7,247.81**

**Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/2/24	3405 N HOLMAN CT, 73110	MITCHELL CONSTRUCTION AND RENOVATIONS LLC	B-24-0897	\$7,200.00
4/2/24	113 KING AVE, 73130	SYCAMORE ROOFING	B-24-0908	\$7,000.00
4/2/24	111 KING AVE, 73130	SYCAMORE ROOFING	B-24-0909	\$7,000.00
4/2/24	10608 RICKY LN, 73130	SYCAMORE ROOFING	B-24-0910	\$14,000.00
4/3/24	3402 OAKHURST DR, 73110	PREMIER ROOFING COMPANY	B-24-0915	\$12,800.00
4/4/24	1544 MEADE DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-0938	\$20,000.00
4/4/24	3009 EDGEWOOD DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-0939	\$18,000.00
4/4/24	1809 GOLDENROD LN, 73130	MHM CONSTRUCTION INC	B-24-0937	\$13,000.00
4/9/24	1325 TIMBER RD, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-0980	
4/11/24	11640 KELLY CIR, 73130	SYCAMORE ROOFING LLC	B-24-1001	\$10,000.00
4/15/24	3716 SUNVALLEY DR, 73110	SUPERIOR EXTERIOR INSURANCE RESTORATION LLC	B-24-1014	

4/18/24	9802 RIVER BIRCH DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-24-1054	\$7,000.00
4/22/24	3421 OAK GROVE, 73110	LAND ENTERPRISES LLC	B-24-1068	\$13,000.00
4/24/24	5829 SE 9TH ST, 73110	WORLEY, MATT	B-24-1087	
4/29/24	206 OAK PARK TER, 73130	PALLADIUM ROOFING LLC	B-24-1127	
4/30/24	2423 FOREST CROSSING DR, 73020	LANES ROOFING & CONSTRUCTION	B-24-1133	\$19,000.00
4/30/24	2413 FOREST CROSSING DR, 73020	LANES ROOFING & CONSTRUCTION	B-24-1134	\$19,000.00

**\$167,000.00**

**Res Single-Fam New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/4/24	13275 SAWTOOTH OAK RD, 73020	IDEAL HOMES OF NORMAN LP	B-24-0684	\$180,000.00
4/10/24	10056 PRIMROSE LN, 73130	Swm Sons	B-24-0732	\$450,000.00

**\$630,000.00**

**Res Single-Fam Remodel Building Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/3/24	3217 N RIDGEWOOD DR, MWC, OK, 73110	Kayla Bachman	B-24-0814	\$12,464.00
4/3/24	10720 TUMILTY AVE, MIDWEST CITY, OK, 0	Jeremy Turner, NIVO SOLAR	B-24-0838	\$10,906.00
4/4/24	11413 LESLIE BEACHLER LN, 73130	Michael Ward	B-24-0826	\$27,936.17
4/5/24	108 W RIDGEWOOD DR, 73110	Chris Cunning	B-24-0905	\$8,000.00
4/9/24	2805 ROBIN RD, MWC, OK, 73110	Bret Duplantis, GL SOLAR	B-24-0881	\$42,747.00
4/11/24	817 W SILVER MEADOW DR, 73110	KEVIN LEEPER, OKIE SOLAR	B-24-0919	\$15,000.00
4/11/24	917 ARTHUR DR, 73110	KEVIN LEEPER, OKIE SOLAR	B-24-0920	\$14,000.00
4/16/24	504 WOODLAND DR, MWC, OK, 73130	Leonard Tobin, VYVUE	B-24-0892	\$12,936.00
4/16/24	2713 SNAPPER LN, 73130	Jeremy Turner NIVO SOLAR	B-24-0946	\$22,674.85
4/16/24	805 E STEED DR, MWC, OK, 73110	Jeremy Turner NIVO SOLAR	B-24-0965	\$12,464.00
4/25/24	1405 SANDRA DR, MWC, OK, 73110	Jason DeShazo	B-24-0703	\$9,000.00
4/25/24	309 KATHLEEN DR, MWC, OK, 73110	Jason DeShazo	B-24-0704	\$9,800.00
4/30/24	3513 OAK GROVE, MWC, OK, 73110	DUPLANTIS, BRET - GREEN LIGHT SOLAR	B-24-0913	\$59,531.41

**\$257,459.43**

**Res Storm Shelter Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/9/24	2353 TURTLEWOOD RIVER RD, 73130	Joshua Sweeney	B-24-0924	\$4,800.00
4/25/24	3717 ROLLING LANE CIR, 73110	William Hall	B-24-1030	\$3,000.00

**\$7,800.00**

**Res Swimming Pool / Hot Tub Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/1/24	2601 SCARLET OAK CT, 73020	Aqua Haven Pools and Spas	B-24-0767	\$78,704.00
4/4/24	1204 BOULDER RIDGE WAY, 73130	Mark Trammell dba SeaBreeze Pools	B-24-0776	\$70,000.00
4/19/24	3800 ROSEWOOD DR, MWC, OK, 73110	Courtney Pace	B-24-0943	\$800.00
4/25/24	424 BLUE SPRUCE DR, 73130	Tasha Walters	B-24-0906	\$10,000.00
4/26/24	433 W FAIRCHILD DR, 73110	beverly boone	B-24-1035	\$12,000.00

**\$171,504.00**

**Grand Total: \$5,049,497.24**





100 N Midwest Boulevard - Midwest City, OK 73110

**Inspections Summary - Inspected 4/1/2024 to 4/30/2024**

<u>Inspection Description</u>	<u>Count</u>
Building/Electrical General Inspection	12
Buildings - CO Inspection & Sign Off	8
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	4
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	1
Com Electrical Ceiling Inspection	3
Com Electrical Final Inspection	10
Com Electrical Final Reinspection	1
Com Electrical Ground Inspection	4
Com Electrical Ground Reinspection	3
Com Electrical Pool Bonding Inspection	2
Com Electrical Rough-in Inspection	4
Com Electrical Rough-in Reinspection	1
Com Electrical Service Inspection	6
Com Electrical Service Reinspection	1
Com Electrical Wall Inspection	2
Com Fire Alarm Final Inspection	1
Com Fire Sprinkler Final Inspection	2
Com Footing & Building Setback Inspection	2
Com Framing Inspection	3
Com Framing Reinspection	1
Com Gas Meter Inspection	2
Com Gas Piping Inspection	2
Com Grease Trap Final Inspection	1
Com Grease Trap Rough Inspection (Building)	1
Com Grease Trap Rough Inspection (Line Maintenance)	1
Com Hood Suppression Inspection	1
Com Light Test Inspection	1
Com Mechanical Ceiling Inspection	1
Com Mechanical Final Inspection	7
Com Mechanical Rough-in Inspection	6
Com Miscellaneous Plumbing Inspection	1
Com Plumbing Final Inspection	10
Com Plumbing Final Reinspection	5
Com Plumbing Ground Inspection	3
Com Plumbing Rough-in Inspection	7
Com Sewer Service Inspection	2
Com Sewer Service Reinspection	2
Com Stormwater Site Inspection	1
Com Temporary Electrical Pole Inspection	1
Com Vent Hood Final Inspection (Building)	1
Com Vent Hood Final Inspection (Fire Marshal)	1
Com Vent Hood Rough Inspection	1
Com Water Service Line Inspection	2

Commercial Meter Tap Inspection	1
County Health - CO Inspection & Sign Off	1
Fire - CO Inspection & Sign Off	6
Fire - CO Reinspection & Sign Off	3
Fire Marshal General Inspection	1
Hot Water Tank Inspection	14
Hot Water Tank Reinspection	2
Hydro Test Below (Fire)	1
Irrigation System Inspection	1
Line Maintenance General Inspection	1
Mechanical Change Out Inspection	18
Planning - CO Inspection & Sign Off	13
Planning General Inspection	1
Plumbing/Mechanical General Inspection	5
Pre-Con Site Inspection/Meeting	8
Res Building Final Inspection	13
Res Building Final Reinspection	1
Res Carport Inspection	3
Res Drainage1 Inspection	6
Res Drainage2 Inspection	6
Res Drainage3 Inspection	3
Res Drainage3 Reinspection	6
Res Drainage4 Inspection	3
Res Drainage4 Reinspection	5
Res Drainage5 Inspection	8
Res Driveway Inspection	6
Res Electrical Final Inspection	19
Res Electrical Final Reinspection	15
Res Electrical Ground Inspection	4
Res Electrical Ground Reinspection	1
Res Electrical Pool Bonding Inspection	2
Res Electrical Rough-in Inspection	10
Res Electrical Rough-in Reinspection	3
Res Electrical Service Inspection	29
Res Electrical Service Reinspection	10
Res Fence Inspection	2
Res Footing & Building Setback Inspection	6
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	15
Res Framing Reinspection	7
Res Gas Meter Inspection	3
Res Gas Meter Reinspection	2
Res Gas Piping Inspection	15
Res Gas Piping Reinspection	1
Res Insulation Inspection	7
Res Mechanical Final Inspection	7
Res Mechanical Final Reinspection	3
Res Mechanical Rough-in Inspection	6
Res Mechanical Rough-in Reinspection	1
Res Plumbing Final Inspection	11
Res Plumbing Final Reinspection	6
Res Plumbing Ground Inspection	3
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	9
Res Plumbing Rough-in Reinspection	1
Res Roofing Inspection	9
Res Sewer Service Inspection	11



Res Sewer Service Reinspection	2
Res Storm Shelter Inspection	2
Res Temporary Electrical Pole Inspection	1
Res Termite Inspection	7
Res Water Service Line Inspection	8
Res Water Service Line Reinspection	2
Residential Meter Tap Inspection	3
Sewer Cap Inspection	3
Sewer Cap/Cave Inspection	2
Sign Inspection	4
Utilities - CO Inspection & Sign Off	6
<hr/>	
Total Number of Inspections:	531



# The City Of Midwest City Neighborhood Services Department

*Code Enforcement • Neighborhood Initiative*  
8726 SE 15<sup>th</sup> Street, Midwest City, OK 73110  
(405)739-1005

**Date:** May 28, 2024  
**To:** Honorable Mayor and City Council  
**From:** Mike S. Stroh, Neighborhood Services Director  
**Subject:** Code Enforcement Report

Code Enforcement report for first quarter of 2024, January 1 through March 31.

*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 3/31/2024

**Cases Created by AssignedTo**

	5
BKelton	1
BWood	143
DPatterson	352
ECummings	772
EJones	229
GVangilder	4
JCrutcher	199
LKroust	361
SBarnard	40
<b>Total:</b>	<b>2,106</b>

**Cases Created by Category**

CE Other Nuisance	813
CE Rubbish	183
CE Structures	379
CE Tall Grass & Weeds	19
CE Trash & Debris	494
CE Vehicles	218
<b>Total:</b>	<b>2,106</b>

**Cases Created by Ward**

1	386
2	808
3	308
4	161
5	363
6	56
<b>Total:</b>	<b>2,082</b>

**Reinspections**

BKelton	2
BWood	100
DPatterson	279
ECummings	702
EJones	180
JCrutcher	61
LKroust	147
SBarnard	1
<b>Total:</b>	<b>1,472</b>

**Citations**

BWood	8
DPatterson	17
ECummings	42
EJones	7
JCrutcher	1
LKroust	4
<b>Total:</b>	<b>79</b>

**Cases With Abatement Contracts**

DPatterson	10
ECummings	42
EJones	20
JCrutcher	2
LKrout	3
<b>Total:</b>	<b>77</b>

**Cases "Cleared" (Closed)**

	1
BKelton	1
BWood	125
DPatterson	300
ECummings	710
EJones	179
JCrutcher	182
LKrout	340
SBarnard	26
<b>Total:</b>	<b>1,864</b>



Planning & Zoning Department

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

**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** May 28, 2024  
**Subject:** (PC-2168) Public hearing, discussion, consideration, and possible action approving 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.

Honorable Mayor and Council,

Public hearing notice was advertised for this case for the May 28, 2024, City Council meeting; however, it has been postponed to the July 23, 2024, meeting.

**Suggested action: Take no action.**

Respectfully,

Matt Summers  
Director of Planning & Zoning



Planning & Zoning Department

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

**To:** Honorable Mayor and Council  
**From:** Matt Summers, Director of Planning & Zoning  
**Date:** May 28, 2024  
**Subject:** (PC-2172) 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 (“R-MD”), for the property described as a part of the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 500 Davidson Rd., Midwest City.

Honorable Mayor and Council,

Public hearing notice was advertised for this case for the May 28, 2024, City Council meeting; however, the Applicant submitted a written request to withdraw this application on Friday, May 10<sup>th</sup>. A copy of the email requesting withdrawal can be found in the project folder for this application.

Respectfully,

Matt Summers  
Director of Planning & Zoning



Community Development Department

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

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**To:** Honorable Mayor and Council

**From:** Emily Richey, Current Planning Manager

**Date:** May 28, 2024

**Subject:** (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.

Honorable Mayor and Council,

Mark Zitzow with Johnson & Associates (on behalf of 2500 Douglas Development, LLC), formally requested a continuance of their application to June 4, 2024 on April 26, 2024 via email.

A copy of the email can be found in the PC-2174 case file.

Planning Commission tabled the item at the May 7, 2024 Planning Commission meeting.

**No action required.**

Respectfully,

Emily Richey  
Current Planning Manager



MUNICIPAL AUTHORITY

AGENDA







## MUNICIPAL AUTHORITY AGENDA

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

May 28, 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, and possible action to approve the April 23, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Capital Sewer Improvements Fund, expenditures/Sewer Improvements (44) \$27,510. (Finance - T. Cromar)
3. Discussion, consideration and possible action of declaring a 2005 Chevrolet 3500 Truck VIN #1GBJC34U85E293266 as surplus and authorizing its disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)
4. Discussion, consideration and possible action of declaring a 2005 Chevy Colorado VIN #1GBDS14E898126178 as surplus and authorizing its disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)

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

D. FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel at the Reed Center for the period ending April 30, 2024. (Director of Operations - R. Rushing)

E. ADJOURNMENT.



CONSENT AGENDA



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

## Midwest City Municipal Authority Minutes

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 8:02 PM with the following members present:

Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Acting Secretary Susan Mullendore
Trustee Rita Maxwell	Trustee Rick Favors	Acting Authority Attorney Vicki Floyd

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

1. Discussion, consideration, and possible action to approve the March 26, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Sanitation Fund, expenditures/Sanitation (41) \$931,008.
3. Discussion, consideration, and possible action of rejecting the bid received for the 24” Water Valve Replacements Project, North Midwest Boulevard.
4. Discussion, consideration, and possible action of approving Resolution MA2024-01 (1) authorizing the General Manager to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Clean Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing a study of microplastics at the Midwest City Water Resources Recovery Facility, (2) authorizing and directing the General Manager to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto.
5. Discussion, consideration, and possible action of approving Resolution MA2024-02 (1) authorizing the General Manager to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Clean Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing the design of wastewater system improvements for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto.

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

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 8:03 PM.

ATTEST:

\_\_\_\_\_  
MATTEW D. DUKES, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Finance Department**

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

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: May 28, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Capital Sewer Improvements Fund, expenditures/Sewer Improvements (44) \$27,510.

The supplement is needed to increase budget for Carburetor Alley Sewer Line Project.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

# SUPPLEMENTS

**May 28, 2024**

Fund CAPITAL SEWER IMPROVEMENTS (188)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
44	Sewer Improvements			27,510	
		<u>0</u>	<u>0</u>	<u>27,510</u>	<u>0</u>

**Explanation:**  
To increase budget for Carburetor Alley Sewer Line Project. Funding to come from fund balance.



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Assistant Public Works Director**

[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)

(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

**Memorandum**

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: May 28, 2024

Subject: Discussion, consideration, and possible action of declaring a 2005 Chevrolet 3500 Truck, Unit No. 43-03-16, VIN No. 1GBJC34U85E293266, as surplus and authorizing its disposal by sealed bid, public auction, or by other means as necessary.

---

The Line Maintenance Division 2005 Chevrolet 3500 Truck described below has been replaced, removed from service, and has no other operational value or application. The Fleet Department has determined that the value of this vehicle is less than \$10,000. As such, we recommend declaring this item surplus property and authorizing its disposal by sealed bid, public auction, or other means, as necessary.

- Unit # 43-03-16, 2005 Chevrolet 3500 Truck, VIN# 1GBJC34U85E293266

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets  
Public Works Director



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Assistant Public Works Director**

[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)

(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

**Memorandum**

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: May 28, 2024

Subject: Discussion, consideration, and possible action of declaring a 2005 Chevy Colorado, Unit No. 42-02-23, VIN No. 1GBDS14E898126178, as surplus and authorizing its disposal by sealed bid, public auction, or by other means as necessary.

---

The Line Maintenance Division 2005 Chevrolet Colorado described below has been replaced, removed from service, and has no other operational value or application. The Fleet Department has determined that the value of this vehicle is less than \$10,000. As such, we recommend declaring this item surplus property and authorizing its disposal by sealed bid, public auction, or other means, as necessary.

- Unit # 42-02-23, 2005 Chevrolet Colorado, VIN# 1GBDS14E898126178

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets  
Public Works Director



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: May 28, 2024

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending April 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.

<b>Fiscal Year 2023-2024</b>		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	<b>Apr-24</b>	May-24	Jun-24
<b>Revenue</b>													
Budgeted (MTD)		410,419	431,525	510,625	586,974	483,480	297,582	315,574	362,587	608,058	<b>432,639</b>	-	-
Actual (MTD)		261,357	375,874	255,855	431,851	292,696	136,238	132,604	365,406	496,036	<b>400,897</b>	-	-
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	<b>4,439,463</b>	4,439,463	4,439,463
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	<b>3,148,814</b>	3,148,814	3,148,814

<b>Expenses</b>													
Budgeted (MTD)		354,409	378,100	400,332	454,283	383,871	331,720	306,328	341,951	469,445	<b>356,245</b>	-	-
Actual (MTD)		277,604	280,264	280,443	337,716	261,601	267,805	284,413	334,937	384,711	<b>380,178</b>	-	-
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	<b>3,776,684</b>	3,776,684	3,776,684
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	<b>3,089,672</b>	3,089,672	3,089,672

<b>Revenue vs. Expenses</b>													
Budgeted (MTD)		56,010	53,425	110,293	132,691	99,609	(34,138)	9,246	20,636	138,613	<b>76,394</b>	-	-
Actual (MTD)		(16,246)	95,610	(24,589)	94,134	31,095	(131,567)	(151,809)	30,469	111,325	<b>20,719</b>	-	-
Budgeted (YTD)		56,010	109,435	219,728	352,419	452,028	417,890	427,136	447,772	586,385	<b>662,779</b>	662,779	662,779
Actual (YTD)		(16,246)	79,364	54,775	148,910	180,005	48,438	(103,372)	(72,903)	38,422	<b>59,141</b>	59,141	59,141

<b>Key Indicators</b>													
Hotel Room Revenue		174,426	203,842	165,813	207,754	145,251	90,198	94,661	176,917	250,403	<b>192,747</b>	-	-
Food and Banquet Revenue		58,116	178,433	70,265	189,490	123,397	39,096	32,013	165,017	205,352	<b>184,321</b>	-	-

<b>Fiscal Year 2022-2023</b>		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	<b>Apr-23</b>	May-23	Jun-23
<b>Revenue</b>													
Budgeted (MTD)		314,473	456,558	454,823	690,957	482,754	280,122	284,994	361,496	700,674	<b>397,999</b>	522,958	407,196
Actual (MTD)		215,862	327,994	338,232	298,613	329,258	325,935	257,919	248,620	421,561	<b>279,614</b>	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	<b>4,424,850</b>	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	<b>3,043,609</b>	3,337,728	3,657,697

<b>Expenses</b>													
Budgeted (MTD)		317,640	357,848	352,577	429,679	372,335	303,854	297,787	314,509	436,038	<b>355,615</b>	389,108	355,713
Actual (MTD)		270,452	278,272	251,566	289,094	328,384	406,392	357,547	292,897	367,683	<b>326,506</b>	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	<b>3,537,882</b>	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	<b>3,168,793</b>	3,509,169	3,836,697

<b>Revenue vs. Expenses</b>													
Budgeted (MTD)		(3,167)	98,710	102,246	261,278	110,419	(23,732)	(12,793)	46,987	264,636	<b>42,384</b>	133,850	51,483
Actual (MTD)		(54,590)	49,722	86,665	9,519	875	(80,457)	(99,628)	(44,277)	53,878	<b>(46,892)</b>	(46,257)	(7,559)
Budgeted (YTD)		(3,167)	95,543	197,789	459,067	569,486	545,754	532,961	579,948	844,584	<b>886,968</b>	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)	<b>(125,184)</b>	(171,441)	(179,001)

<b>Key Indicators</b>													
Hotel Room Revenue		134,971	160,951	204,314	221,621	181,770	108,375	80,338	136,796	203,240	<b>202,116</b>	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	<b>71,135</b>	51,356	52,897



NEW BUSINESS/  
PUBLIC DISCUSSION





HOSPITAL AUTHORITY  
AGENDA





## MEMORIAL HOSPITAL AUTHORITY AGENDA

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

May 28, 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 there is not a unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration, and possible action to approve the April 23, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action of the Midwest City Memorial Hospital Authority to approve and execute the Amended and Restated Hospital Sublease and Lease Agreement between the Midwest City Memorial Hospital Authority and SSM Health Care of Oklahoma, authorizing the Chair and Secretary to sign the Agreement evidencing such approval, and authorizing the Chair and Secretary to sign all other necessary documents prudent and necessary to close this transaction for the renovations to the Midwest City Hospital. (D. Maisch – City Attorney).
3. Discussion, consideration, and possible action of approving a request for a six-month extension to the FY 2022-23 Mid-Del Technology Summer Classes grant project. (Administrator - T. Lyon)
4. Discussion, consideration, and possible action of appointing Bill Croak as one of the MWC Chamber of Commerce's representatives on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on May 23, 2028. (City Manager - T. Lyon)

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of appointing Megan Bain as the Ward 5 representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on May 23, 2028. (City Manager - T. Lyon)
2. Discussion, consideration, and possible action of re-appointing Amber Moody as the Mayor representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a second four-year term ending on May 23, 2028. (City Manager - T. Lyon)

3. Discussion, consideration and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

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

E. ADJOURNMENT.



CONSENT AGENDA



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 agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website ([www.midwestcityok.org](http://www.midwestcityok.org)).

## Midwest City Memorial Hospital Authority 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 8:03 PM with the following members present:

Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Acting Secretary Susan Mullendore
Trustee Rita Maxwell	Trustee Rick Favors	Acting Authority Attorney Vicki Floyd

CONSENT AGENDA. Bana made a motion to approve the consent agenda with the exception of pulling Items 2, 3, 4, and 5, seconded by Byrne. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

1. Discussion, consideration, and possible action to approve the March 26, 2024 meeting minutes.
2. **Discussion, consideration, and possible action of approving a request for a six-month extension to the Midwest City Engineering and Construction Services Department to complete the Blue Lights grant project.**

Bundy addressed Trustees. After Staff and Trustee discussion, Bana made a motion to approve the extension, seconded by Eads. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

3. **Discussion, consideration, and possible action of approving a request for an additional six-month extension to the EDA 2022 Business Assistance Program grant project.**

Coleman addressed Trustees. After Staff and Trustee discussion, Byrne made a motion to approve the extension, seconded by Favors. Voting aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: None. Motion Carried.

4. **Discussion, consideration, and possible action of appointing Megan Bain as the Ward 5 representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on April 25, 2028.**

After Trustee and Staff discussion, Eads made a motion to deny the appointment of Megan Bain, seconded by Byrne. Voting Aye: Eads, Byrne, and Thompson. Nay: Maxwell, Bana, and Favors. Abstain: Dukes. Motion Failed.

Bana made a motion to approve the appointment of Megan Bain, motion died due to a lack of a second.

After further discussion, No Action was Taken. Item to be brought back to next meeting.



**5. Discussion, consideration, and possible action of re-appointing Amber Moody as the Mayor representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a second four-year term ending on April 25, 2028.**

No Action was Taken. Item to be brought back to next meeting.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:28 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Chair and Trustees of the Midwest City Memorial Hospital Authority

From: Donald D. Maisch, City Attorney

Date: May 28, 2024

RE: Discussion, consideration, and possible action of the Midwest City Memorial Hospital Authority to approve and execute the Amended and Restated Hospital Sublease and Lease Agreement between the Midwest City Memorial Hospital Authority and SSM Health Care of Oklahoma, authorizing the Chair and Secretary to sign the Agreement evidencing such approval, and authorizing the Chair and Secretary to sign all other necessary documents prudent and necessary to close this transaction for the renovations to the Midwest City Hospital. (D. Maisch – City Attorney).

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The Hospital Authority and SSM originally agreed to \$50,000,000.00 of renovations to the Midwest City Hospital after SSM took over from CHS. The original agreement has SSM expending \$30,000,000.00 for renovations, with the Memorial Hospital Authority expending \$20,000,000.00. The original agreement included a process (including what the monies could be used for and approval by a representative for the Hospital Authority for said expenditure) for the expenditure of the \$20,000,000.00 provided from the Midwest City Memorial Hospital Authority. Initially, SSM expended certain funds on certain renovation work and requested that portions of the \$20,000,000.00 be used for the renovation work. Issues arose around the process that was followed by SSM for the expenditure reimbursement request.

This Amendment and Restatement does not change the \$20,000,000.00 dollar amount, there are no additional funds allocated to the project. Additionally, the Amendment and Restatement does not change the process to be used for the approval of the expenditures to be applied to the \$20,000,000.00.

The Amendment and Restatement recognizes that \$10,469,069.90 of the previous expenditures by SSM could have been approved. The Amendment and Restatement specifically approves these expenditures. Additionally, the Amendment and Restatement is adding additional categories of renovations that can be applied to the \$20,000,000.00. These changes are contained in Section 13 (Landlord's Obligations) of the Amendment and Restatement, specifically Section 13.02.

Respectfully submitted,

Donald D. Maisch  
City Attorney

**AMENDED AND RESTATED HOSPITAL SUBLEASE AND LEASE AGREEMENT**

THIS AMENDED AND RESTATED HOSPITAL SUBLEASE AND LEASE AGREEMENT (this "Lease") is made, entered into, and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust ("Landlord"), and SSM HEALTH CARE OF OKLAHOMA, INC., an Oklahoma not for profit corporation ("Tenant").

WITNESSETH:

WHEREAS, the City of Midwest City, a municipal corporation, as lessor, and Landlord, as lessee, are parties to that certain Amended Lease Agreement dated October 8, 1963, recorded at Book 2967, beginning on Page 250 of the records of the Oklahoma County Clerk, which was amended by that certain Amendment to Lease dated June 12, 1984, recorded at Book 5247, beginning on Page 971 of the records of the Oklahoma County Clerk, as further amended by that certain Amendment to Lease dated April 23, 1996, recorded at Book 6899, beginning on Page 2196 of the records of the Oklahoma County Clerk, and as further amended by that certain Second Amendment to Lease Agreement dated March 24, 2009, recorded at Book 11063, beginning on Page 1811 of the records of the Oklahoma County Clerk, (collectively, the "Prime Lease"), wherein the City leased to Landlord the Midwest City Regional Hospital (n/k/a Midwest Regional Medical Center) and certain other interests in and property used in connection therewith, including the land described on Exhibit A attached hereto and all improvements thereon (collectively, the "Subleased Premises"), all as more particularly described in such Prime Lease, a copy of which is attached hereto as Schedule 1; and

WHEREAS, Landlord is the owner of that certain tract of land described on Exhibit B attached hereto and all improvements thereon (collectively, the "Leased Premises" and, together with the Subleased Premises, the "Premises"); and

WHEREAS, Landlord and Tenant entered into to the Hospital Sublease and Lease Agreement effective as of April 1, 2021 to lease and sublease the Premises, upon the terms and conditions set for therein; and

WHEREAS, the City agreed to the Joinder of Midwest City, attached hereto and incorporated as a part hereof; and

WHEREAS, Landlord and Tenant now seek to, among other things, amend and restate the Hospital Sublease and Lease Agreement to provide a different and equitable distribution of the initial work and investment to be provided by Landlord and Tenant.

NOW, THEREFORE, FOR Ten Dollars (\$10.00) paid by Tenant to Landlord, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to an amended and restated Hospital Sublease and Lease Agreement as follows:

ARTICLE I  
DEFINITIONS AND CONSTRUCTION

1.01 Defined Terms. In addition to the terms defined in the other provisions of this Lease, the following terms shall have the meanings ascribed to them in this Section:

(i) "Affiliate" means, with respect to any party, all Persons (defined below) that, directly or indirectly, own or control, are owned or controlled by, or are under common ownership or control with such party. As used in the preceding sentence, the terms "control", "controlled by" and "under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(ii) "Alterations" means any alterations, additions, changes or improvements to the Premises.

(iii) "Alterations Threshold Amount" initially means an amount equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00); provided, on each January 1 during the Term, the then Alterations Threshold Amount shall be increased by the percentage increase in the CPI Index (defined below) during the immediately preceding twelve (12) months.

(iv) "Annual Rent" shall have the meaning ascribed to it in Section 4.01.

(v) "Applicable Laws" means all applicable governmental laws, statutes, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted, including but not limited to the Oklahoma Open Records Act.

(vi) "Business Days" means Monday through Friday, excluding holidays on which national banking associations are authorized to be closed in Oklahoma.

(vii) "City" means the City of Midwest City, Oklahoma, an Oklahoma municipal corporation.

(viii) "CPI Index" means the Consumer Price Index for All Urban Consumers (1982-1984 = 100), U.S. City Average - "All Items Less Food and Energy" published by the Bureau of Labor Statistics of the United States Department of Labor; provided, however, if such index is discontinued, Tenant shall choose a comparable method for measuring the relative purchasing power of the dollar that is acceptable to Landlord, in its reasonable judgment, and the same shall be substituted for such index and shall be the "CPI Index" thereafter.

(ix) "Commencement Date" shall mean April 1, 2021 at 12:01 AM, CST.

(x) "Escrow Agent" shall have the meaning ascribed to it in Section 13.02.

(xi) "Escrow Agreement" means that certain Escrow Agreement entered into between Landlord, Tenant and Escrow Agent, as described in Section 13.02.

(xii) “Escrowed Funds” shall have the meaning ascribed to it in Section 13.02.

(xiii) “Event of Force Majeure” means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, lightning, fire, casualty, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by court order, or other occurrence beyond the reasonable control of the party in question; provided, however, Landlord’s or Tenant’s lack of funds shall not constitute an Event of Force Majeure.

(xiv) “Excluded Person” shall mean a health care provider who has been identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (“EPLS”, located at <http://www.sam.gov/>) by designation of the U.S. Department of Health and Human Services (or its successor agency) or other federal agency declaring that the Person is excluded from receiving Federal contracts or certain types of Federal financial and nonfinancial assistance and benefits in any federal health care program including Medicare, Medicaid, CHAMPUS, and any other plan or program that provides health benefits, either directly or through insurance, or otherwise is funded directly in whole or in part by the United States government or a state health care program.

(xv) “Existing Hazardous Substances” means any Hazardous Substances located on or about the Premises as of the Commencement Date in quantities or conditions that violate Applicable Laws or that require investigation, monitoring, clean-up, remediation or abatement under Applicable Laws.

(xvi) “Expansion Premises” shall have the meaning ascribed to it in Section 8.03.

(xvii) “Extension Option” shall have the meaning ascribed to in Section 3.04.

(xviii) “Hazardous Substances” means all hazardous or toxic substances, materials, wastes, pollutants and contaminants, biomedical waste, that are now or hereafter listed, defined or regulated under Applicable Laws pertaining to the protection of human health or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Emergency Planning and Community Right To Know Act, 42 U.S.C. §§ 11001 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Clean Water Act, 33 U.S.C. §§ 2701 et seq., and the environmental laws of the State of Oklahoma, as the same may be amended. For purposes hereof, “Hazardous Substances” shall include Medical Waste.

(xix) “Hospital” shall mean the eight-story building containing approximately 425,000 square feet located on the Land and related improvements forming a part of the Premises, as the same is modified, from time to time.

(xx) “Initial Term” shall have the meaning ascribed to it in Section 3.01.

(xxi) “Initial Work” shall have the meaning ascribed to it in Section 13.02.

(xxii) “Land” means those parcels of real estate located in Midwest City, Oklahoma, which are described on Exhibit A and Exhibit B attached hereto.

(xxiii) “Landlord Representative” means the General Manager of the Midwest City Memorial Hospital Authority.

(xxiv) “Lease Year” means each of the consecutive twelve-month periods beginning as the first full calendar month following the Commencement Date, provided that the first Lease Year shall also include the remainder of the month in which the Lease commences if this Lease does not commence on the first of the month.

(xxv) “Mechanical Systems” means the mechanical, electrical, plumbing, heating, air conditioning, sprinkler, fire protection and other building systems serving the Premises.

(xxvi) “Medical District” means the area immediately surrounding the Hospital, all located in Midwest City, Oklahoma, as shown on the attached Schedule 2.

(xxvii) “Medical Waste” means (A) pathological waste, (B) blood, (C) sharps, and (D) wastes from medical procedures contaminated with blood, excretions, secretions, or tissue or other “biomedical waste” regulated under Oklahoma law.

(xxviii) “Permitted Exceptions” means (i) those encumbrances described on Exhibit C, (ii) title encumbrances caused by Tenant, (iii) reasonable utility easements, and (iv) any encumbrances approved by Tenant, in writing, or caused by Tenant’s affirmative acts.

(xxix) “Permitted Uses” means any or all of the following purposes and uses incidental thereto: (i) the operation of a general acute inpatient hospital, including administrative related services, and the provision of medical services and activities related thereto, including, without limitation, (A) diagnostic and treatment services, tests and procedures by physicians and other health care professionals, (B) medical imaging, including, without limitation, the operation of CT scanners, MRIs, X-Rays and other imaging equipment, (C) the operation of a medical clinic, (D) laboratory, (E) the provision of occupational therapy, physical therapy, speech therapy, respiratory therapy and wellness services, (F) food service, (G) retail sales, including, without limitation, the sale of durable medical products and other health care related products, (H) pharmacy; (ii) parking related to the foregoing.

(xxx) “Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution or entity, including, without limitation, any governmental body, agency or department.

(xxxi) “Premises” shall have the meaning ascribed to it in the Recitals.

(xxxii) “Prime Lease” shall have the meaning ascribed to it in the Recitals.

(xxxiii) “Property Taxes” means any form of real estate tax or assessment or service payments in lieu thereof, any license fee, commercial rental tax, or other similar charge or tax (other than inheritance, personal income, estate, franchise, transfer, excise, gift or capital gains taxes) imposed upon the Premises by any governmental authority having the power to so charge or tax.

(xxxiv) “Renewal Notice” shall have the meaning ascribed to it Section 3.04.

(xxxv) “Renewal Period” shall have the meaning ascribed to it Section 3.04.

(xxxvi) “Rent” means the Annual Rent, additional rent, and other sums that Tenant is required to pay Landlord under this Lease.

(xxxvii) “Required Services” means the operation of a general, inpatient acute care hospital with at least 200 licensed inpatient beds, a 24-hour emergency department, cardiology (including a cath lab), and endoscopy services, as well as maintain the Hospital’s Emergency Medical Services Operations, on substantially the same terms and conditions and to the same service areas as currently in effect, with at least two ambulances dedicated to Midwest City, and at least three additional ambulances to cover the remaining service area. With Landlord’s prior written consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may assign and/or transfer the obligations relating to Emergency Medical Services Operations hereunder to another person, provided such assignment or transfer shall not release Tenant from its obligations hereunder. Failure to provide the Required Services shall be a material default hereunder provided any applicable notice and cure periods have expired.

(xxxviii) “RWC” means the building located at 238 N. Midwest Boulevard, Midwest City, which is known as the Renaissance Women’s Center.

(xxxix) “Structural Support” means the structural elements of the Hospital, including, without limitation, exterior walls, roof, elevator shafts, footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams.

(xl) “Tangible Personalty” shall have the meaning ascribed to it in Section 4.02.

(xli) “Tenant Default” shall have the meaning ascribed to it in Section 14.01.

(xlii) “Tenant’s Initial Investment” shall have the meaning ascribed to it in Section 4.02.

(xliii) “Tenant Liens” shall have the meaning ascribed to it in Section 8.02.

(xliv) “Tenant’s Signs” shall have the meaning ascribed to it in Section 5.04.

(xlv) “Term” means the period of time this Lease is in effect, including the Initial Term and the Renewal Periods, if any, as the same may be extended pursuant to the terms of this Lease or any other written agreement entered into by Landlord and Tenant.

(xlvi) “Triggering Event” means any of the following: (a) an annual operating loss of Five Million Dollars (\$5,000,000) or more from Hospital operations for any three of five consecutive calendar years (excluding the first calendar year of operations) during the Term; (b) permanent closure of the Tinker Air Force Base, or (c) a material uncured breach by the Landlord and/or the City under the Lease. In addition, Tenant will have a one-time right to terminate the Lease if it determines, within 30 days after Tenant’s certification to Landlord that Tenant has completed its Thirty Million Dollar (\$30,000,000) investment in the Hospital as contemplated in Section 4.02 hereof, that the City and/or Landlord has not met its obligations concerning the Revitalization Plan as described in Section 13.01 or has not established the Medical District. For purposes of clarity, the parties acknowledge that the Triggering Event itself may occur prior to the fifth anniversary of the Commencement Date; provided however, such termination may not be effectuated by Tenant until after such fifth anniversary. If Tenant elects to exercise the early termination option, it must provide Landlord at least one (1) year notice of the intent to terminate.

1.02 Construction. Whenever the context may require, any pronoun used in this Lease shall include the masculine, feminine and neuter forms. All references to articles, sections and paragraphs shall be deemed references to the articles, sections and paragraphs of this Lease, unless the context shall indicate otherwise. The terms “hereof,” “hereunder,” “herein” and similar expressions refer to this Lease as a whole and not to any particular article, section or paragraph. The titles of the articles, sections and paragraphs of this Lease are for convenience only and shall not affect the meaning of any provision hereof. Landlord and Tenant have agreed to the particular language of this Lease, and any question regarding the meaning of this Lease shall not be resolved by a rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. FOR PURPOSES OF THIS LEASE, TIME SHALL BE CONSIDERED OF THE ESSENCE.

## ARTICLE II DEMISE

2.01 Demise. Landlord hereby leases and subleases, as applicable, the Premises to Tenant, and Tenant hereby leases and subleases, as applicable, the Premises from Landlord, upon the terms and conditions set forth in this Lease. To the extent there is any personal property of Landlord located on the Premises as of the Commencement Date, such personal property shall be leased by Landlord to Tenant upon the terms and conditions set forth in this Lease.

## ARTICLE III TERM

3.01 Term. Subject to the other provisions hereof, the term of this Lease shall commence on the Commencement Date and expire at 11:59 p.m. EST on the last day of the one hundred eightieth (180<sup>th</sup>) full calendar month after the Commencement Date (the “Initial Term”), unless terminated, renewed or extended in accordance herewith. Upon the Commencement Date of this Lease and provided that all Conditions Precedent are satisfied as contemplated by Article XXIII,



Tenant shall execute, acknowledge and deliver to Landlord the written statement attached hereto as Exhibit D.

3.02 Early Termination Option. Tenant shall have, at any time after the fifth anniversary of the Commencement Date, to exercise its option to terminate the Lease upon the occurrence of a Triggering Event by giving a notice of early termination, which must be provided to Landlord at least one (1) year prior to the selected date of early termination.

3.03 Cooperation upon Termination or Expiration. Upon the termination or expiration of this Lease, Tenant will reasonably cooperate with Landlord in transferring the operations of the Hospital to any subsequent operator selected by Landlord. This cooperation may include, if requested by Landlord, one or more transition services agreements to allow the new operator to treat patients after the expiration or termination of this Lease provided that any such agreements shall be reasonable and customary and mutually agreed upon by Landlord and Tenant. Tenant shall also offer to Landlord the right to purchase any Tangible Personalty located on the Premises and acquired under this Agreement, to the extent transferable by Tenant, at a fair market value purchase price as of the expiration or termination of the Lease.

3.04 Extension Options.

(a) Landlord hereby grants Tenant three (3) extension options (such options being individually referred to as an “Extension Option” and collectively referred to as the “Extension Options”), each of which, if exercised, shall extend the Term of this Lease for an additional five (5) years (each a “Renewal Period”). Tenant may exercise an Extension Option by giving written notice to Landlord at any time during the Term so long as Tenant is not currently in default provided any applicable notice and cure periods have expired, and is in possession of the Premises; and notice is given by Tenant to Landlord by the date that is one (1) year prior to the date the Term is then set to expire (a “Renewal Notice”). If Tenant does not timely exercise the Extension Option, Tenant will cease to have any right to extend the Term pursuant to this Section 3.03.

ARTICLE IV  
RENT

4.01 Annual Rent. From the Commencement Date throughout the Term, Tenant shall pay Landlord an annual rent (the “Annual Rent”) for the Premises in accordance with the terms of this Section 4.01. The Annual Rent shall be comprised of a payment of One Dollar (\$1.00), plus for so long as, and only for the time period that, Tenant is entitled to an exemption from Property Taxes on the Premises for any reason, whether such exemption is premised on the governmental nature of Landlord or the City, or the tax-exempt status of Tenant a payment of One Million Dollars (\$1,000,000) per annum to Landlord. Both Landlord and Tenant shall use commercially reasonable efforts to ensure the Premises remain exempt from Property Taxes, based on exemptions that may be available due to Landlord’s governmental or Tenant’s charitable, tax-exempt status. In the event Property Taxes are assessed on the Premises, and there is no applicable exemption, these shall be the responsibility of the Tenant provided, however, Tenant may take such action to obtain any exceptions from ad valorem taxation that may be available to Tenant on account of its charitable usage of the Premises at that time.

The Annual Rent shall be paid by Tenant on or before December 31<sup>st</sup> of each year during the Term, including any partial year, with the first payment due on December 31, 2021 provided, however, that such Annual Rent shall be prorated for any partial year for which this Lease shall be in effect.

4.02 Tenant's Initial Investment. In addition to Annual Rent, Tenant has invested or committed to an investment of a minimum of Thirty Million Dollars (\$30,000,000) in the Hospital over the time period from the Commencement Date through the date hereof, for major medical equipment purchases, infrastructure improvements and replacements at the Hospital as identified in Exhibit E attached hereto, and the development of new service lines and other such projects as determined by exclusively by Tenant ("Tenant's Initial Investment"). All fixtures (excluding trade fixtures and other tangible personal property (collectively, "Tangible Personalty")) purchased as well as any improvements made to the Premises, as part of the Tenant's Initial Investment shall become part of the Premises and ownership of the same shall transfer to Landlord upon the expiration or termination of this Lease.

4.03 Tangible Personalty. As part of the consideration provided herein for its Required Services, Tenant's Initial Investment, and Tenant's Maintenance and Repair, Tenant may take possession and title to the Tangible Personalty purchased as part of Landlord's Initial Investment (see, Section 13.02) if such Tangible Personalty has a useful life beyond the expiration or termination of the Agreement.

4.04 Operating Expenses. Except as otherwise expressly provided herein, Tenant shall be responsible for all costs and expenses, maintenance, repair, replacement (other than replacement costs that are Landlord's responsibility under this Lease) and operation of the Premises (which includes all corridors, restrooms, lobbies and any other accessible areas in the Premises, all landscaped areas, all parking areas and all other exterior areas) during the Term. Except as otherwise expressly provided for herein, Tenant shall contract directly with any vendor or suppliers providing services to Tenant or the Premises, and shall be responsible for the paying such vendors or suppliers. If requested by Landlord, Tenant agrees to use commercially reasonable efforts to cause any such service contracts that are required to operate the Hospital to be assigned to Landlord or terminated upon expiration or earlier termination of the Term.

4.05 Payment. Except as otherwise expressly provided herein, all Rent shall be paid by Tenant without deduction, demand, notice or offset. Tenant shall deliver all Rent to Landlord at the address specified in Article XX or such other place as Landlord may designate to Tenant by written notice.

4.06 Late Charges. If Tenant fails to pay any installment of Rent due under this Lease within ten (10) days after its due date, then Tenant shall pay Landlord a late charge equal to One Hundred Dollars (\$100.00) for each day between the date such payment was due and the date it is actually paid. The parties agree that the provisions of this Section are commercially reasonable and shall not be deemed (i) a consent by Landlord to late payments, (ii) a penalty, (iii) a waiver of Landlord's right to insist on the timely payment of Rent, or (iv) a waiver or limitation of the rights and remedies available to Landlord on account of the late payment of any Rent.

4.07 Ad Valorem Taxes. Landlord acknowledges that Tenant, as a 501(c)(3) organization, to the extent that Tenant's use of the Premises is exempt from the payment

of ad valorem real property taxes with respect to the Premises, may not be required to pay to certain taxing authorities any ad valorem taxes with respect to the Premises or any personal property used by Tenant in connection with its operations on the Premises. Tenant may apply for, obtain, and maintain an exemption from ad valorem real property taxes with respect to the Premises and, to the extent Tenant obtains and maintains such an exemption, Tenant shall not be required to pay any ad valorem real property taxes with respect to which Tenant is exempt. At Tenant's request and sole expense, Landlord shall cooperate with Tenant's reasonable requests in applying for, obtaining, and maintaining any exemption from ad valorem real property taxes with respect to the Premises. Similarly, Tenant shall be free to apply for any ad valorem tax exemption on any personal property used by Tenant in connection with its operations on the Premises.

## ARTICLE V USE AND OPERATION

5.01 Use. Tenant shall have the right to use the Premises only for the Permitted Uses. In no event will Tenant allow the Premises to be used for any purpose other than the Permitted Uses, unless Tenant obtains Landlord's prior written consent, which consent shall not be unreasonably withheld, qualified or delayed. Tenant shall conduct its operations and activities on the Premises, and maintain and repair the Premises, at all times in material compliance with all Applicable Laws. Tenant shall have the right to contest the enforcement or attempted enforcement of any Applicable Law, in which case Tenant shall not be deemed to have defaulted under or breached this Lease as a result of its failure to comply with any Applicable Law until a final and unappealable court order against Tenant has been entered enforcing the same and the period of time reasonably necessary to effect compliance therewith has passed; provided, Tenant shall indemnify, defend and hold harmless Landlord from and against any claims or associated liabilities (including court costs, litigation expenses and reasonable attorney's fees) resulting from the same. So long as Tenant complies with the provisions of Section 5.01 and the other provisions of this Lease, Tenant shall have the right to expand, modify, reconfigure, relocate, reduce or discontinue its operations in the Premises, from time to time, as Tenant determines appropriate, provided that at all times, Tenant must provide the Required Services at the Hospital. Landlord shall cooperate and at Tenant's request assist with Tenant's efforts to obtain all permits, licenses and other governmental approvals required for Tenant's operations in the Premises.

5.02 No Waste. Tenant shall not commit or allow any waste to be committed on any portion of the Premises by Tenant or any of its Affiliates, employees, agents, contractors or representatives.

### 5.03 Medical Waste & Hazardous Substances.

(a) Tenant may only store, use, handle and generate Hazardous Substances at the Premises in connection with the Permitted Uses and in compliance with all Applicable Laws. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Hazardous Substances being kept on the Premises as a result of Tenant's use or occupancy of the Premises, in accordance with Applicable Laws, with the exception of fuels and equipment and other materials integral to the operation of the Hospital. Tenant shall indemnify, defend and hold harmless Landlord, Landlord's Affiliates and the City from and against all third party claims and associated lawsuits, governmental actions, liabilities and expenses (including, but not limited to, assessment

and remediation costs) arising as a result of Tenant's and/or Tenant's Affiliates', employees', agents', contractors' or representatives' release or claimed release of any Hazardous Substances on or about the Premises during the Term in violation of Applicable Laws, except to the extent any such release is caused by the acts or omissions of Landlord or any of Landlord's Affiliates, employees, agents, contractors or representatives. Tenant's indemnification obligations under this subsection shall survive the expiration or earlier termination of this Lease for a period of five (5) years.

(b) Landlord shall investigate, monitor, cleanup, remove and abate any Existing Hazardous Substances to the extent validly ordered by any governmental authority under Applicable Law. Landlord agrees to perform its obligations under this subsection with due diligence and in a manner that causes the least interference with Tenant's use of the Premises reasonably possible, and Landlord agrees to immediately reimburse Tenant for the cost of repairing, or if necessary, replacing, any portion of the Premises damaged as a result of Landlord's (or any of its agents, employees or contractors) activities on the Premises; provided, however, if any of the costs are incurred relate to Existing Hazardous Substances and are incurred from the Commencement Date through December 21, 2025, then the costs shall first be paid from the Escrowed Funds, up to the amount of \$10,330,999; provided further, however, that nothing in this sentence shall reduce the obligations of Landlord with regard to Existing Hazardous Substances. Landlord agrees to indemnify, defend and hold harmless Tenant (and its directors, officers, employees, agents and affiliates) from and against all third party claims and associated lawsuits, governmental actions, liabilities and expenses (including, but not limited to, remediation costs) to the extent arising as a result of the presence of any Existing Hazardous Substances except to the extent that Tenant or any of Tenant's Affiliates, employees, agents, contractors or representatives' acts or omissions have exasperated a situation involving Existing Hazardous Substances. Landlord's indemnification obligations under this subsection shall survive the expiration or earlier termination of this Lease for a period of five (5) years.

5.04 Signage. Tenant may install any and all signs, banners and other advertising materials (collectively, "Tenant's Signs") on the Premises (interior and exterior) that are permitted under Applicable Laws; provided Tenant shall repair any damage to the Premises caused by the installation or removal of the Tenant's Signs.

5.05 Annual Report. Within sixty (60) days following each anniversary of the Commencement Date, Tenant shall submit an annual report of the Hospital's operations to Landlord, and if invited to do so, will attend a regular or special meeting of Landlord to discuss the Hospital's operations and Tenant's strategic plan. In all events, Tenant will keep Landlord reasonably informed of any significant changes in Hospital operations and any change in the services to be provided at the Hospital, provided in all events, the Required Services will be continuously provided at the Hospital.

5.06 Hospital Employees. Throughout the Term, Tenant will provide health insurance options and other employee benefits to staff at the Hospital on substantially similar terms as are provided to other employees of Tenant's or its Affiliates owned and operated hospitals located in the State of Oklahoma.

ARTICLE VI  
UTILITIES

6.01 Service. During the Term, Tenant shall pay for all utility services provided to the Premises, including, without limitation, electricity, gas, water, sewer and telephone service. Unless due to Landlord's negligence, misconduct, or breach of this Lease, Landlord shall not be liable to Tenant as a result of a disruption of any utility service to the Premises and any such disruption shall not relieve Tenant from its obligations and liabilities under this Lease.

ARTICLE VII  
MAINTENANCE AND REPAIR

7.01 Tenant Repairs.

(a) Tenant, at Tenant's sole cost and expense, shall perform all repairs, maintenance and replacements required to keep the Premises in good working order and condition. Without limiting the generality of the foregoing, Tenant acknowledges that Tenant's obligations under this Section include the maintenance, repair and replacement of Structural Support, Mechanical Systems, landscaping, driveways and parking areas and such additional maintenance as may be necessary because of damages by persons other than Tenant, its agents, employees, invitees or visitors. All such repairs and replacements required to be made by Tenant pursuant to the terms of this Section shall be made in a good and workmanlike manner utilizing materials and workmanship that equal or exceed those utilized in connection with the initial construction of the Improvements and in compliance with all Applicable Laws. All such work which may affect the Structural Support must be in compliance with Article V, Section 1(3) of the Prime Lease. Landlord shall use reasonable efforts to enforce all warranties issued by third parties that are related to portions of the Premises to be maintained by Tenant under the terms of this Section 7.01, including, but not limited to, warranties issued by manufacturers, suppliers, contractors and subcontractors. In addition, Landlord shall ensure that any warranties that are related to portions of the Premises to be maintained by Tenant under the terms of this Section 7.01, run to the benefit of (and are enforceable by) both Landlord and Tenant. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to repair or replace portions of the Premises that remain functional but are subject only to ordinary wear and tear.

(b) Beginning as of the fourth Lease Year: (i) Tenant shall spend at least Seventy Five Cents (\$0.75) per square foot for facilities infrastructure repairs and/or facilities infrastructure expenditures (capital and non-capital) at the Hospital (such as roofs, HVAC equipment, chillers, AHU's, etc.) for such Lease Year, which amount shall be increased by 2.5% each subsequent lease year after the fourth Lease Year, with any amount not being expended in the then-current Lease Year to be accumulated for future capital expenditures and repairs in later Lease Years and conversely, an excess for such Lease Year being deducted from the subsequent Lease Year (in all events excluding any expenditures made as part of the Tenant's Initial Investment); and (ii) Tenant shall also maintain a level of infrastructure and expenditures and repairs, which over the preceding three (3) Lease Years, averages not less than one percent (1%) of Tenant's net revenues (as defined by GAAP) from the Hospital for those same three Lease Years. Such expenditures and repairs included expenditures and repairs for facilities infrastructure, new equipment, equipment replacement, facility renovations, development of new

service lines at the Hospital (excluding marketing expenses and other typical operating expenses for service line development), information systems, and other matters agreed to by the parties.

## ARTICLE VIII ALTERATIONS AND IMPROVEMENTS

8.01 Tenant Alterations. In compliance with Applicable Laws, Tenant may: (i) install all medical equipment that Tenant deems necessary or desirable in connection with the Permitted Uses, whether now existing or hereafter developed, including, but not limited to, position emission tomography (PET) scanners, computed tomography (CT) scanners, MRIs, linear accelerators, and surgical robotic equipment; and (ii) make any Alterations required to allow the use and operation of such medical equipment in the Premises; provided Tenant shall not alter the roof, foundation or Structural Support of the Premises without obtaining Landlord's approval; provided, however, in all instances Tenant shall provide Landlord with a copy of plans and specifications related to such Alterations prior to commencing any Alterations. In addition, subject to the other terms hereof, without obtaining Landlord's approval, Tenant may make (i) changes to floor coverings, wall coverings, paint and other cosmetic changes to the Premises, (ii) interior, non-structural Alterations costing less than the Alterations Threshold Amount in any calendar year, and (iii) non-material exterior Alterations to the Building and the other improvements on the Land. Except as otherwise expressly provided above, Tenant shall not make any Alterations unless Landlord has approved such Alterations, in writing, which approval will not be unreasonably withheld, conditioned or delayed. All Alterations must be completed by Tenant in a good and workmanlike manner and in compliance with Applicable Laws. All such work which may affect the Structural Support must be in compliance with Article V, Section 1(3) of the Prime Lease. In addition, all Alterations to the Mechanical Systems that exceed the Alterations Threshold Amount, must be approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed.

8.02 Liens. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant during the Term, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's failure to pay any amounts owed by Tenant (collectively, "Tenant Liens") shall attach to Landlord's interest in the Premises. Tenant shall keep the Premises free and clear of all Tenant Liens. In the event Tenant fails to discharge any Tenant Liens encumbering the Premises (by posting a bond or other method) within thirty (30) days after the filing thereof, Landlord may (but shall not be obligated to) cause such Tenant Liens to be released and discharged, in which event Tenant shall reimburse Landlord for all reasonable costs that Landlord incurs in connection therewith, including, but not limited to, reasonable attorneys' fees.

8.03 Expansion Option. In the event Tenant desires to expand the Hospital after the Commencement Date, Landlord agrees to work with Tenant in good faith to accommodate any Hospital expansion plans after Tenant provides written notice of its desire to expand the Hospital (such area of expansion being the "Expansion Premises"). Thereafter, Landlord and Tenant shall negotiate an amendment to this Lease setting forth mutually acceptable terms under which Landlord will build the Expansion Premises, including, without limitation, the rent for the Expansion Premises. If Landlord and Tenant are unable to agree upon the terms of an amendment to address the conditions under which Landlord will build the Expansion Premises within thirty (30) days after Tenant notifies Landlord of its desire to build the Expansion Premises, then subject

to Tenant's compliance with the terms of Section 8.01, Tenant shall be entitled to construct the Expansion Premises itself.

ARTICLE IX  
INSURANCE AND INDEMNITY

9.01 Tenant's Insurance.

(a) Tenant shall, at Tenant's expense maintain property insurance on the Premises (including, without limitation, all appurtenant structures, if applicable) in the amount of 100% of the replacement costs of the Premises (including, without limitation, all buildings, structures, fixtures and improvements forming a part thereof), written on an "all risk" basis (the "Premises Property Insurance"), which policy shall include coverage for catastrophe such as windstorm, earthquake and flood for the full replacement cost of the Premises. For purposes of this Lease, the "replacement cost" of the Premises shall mean the full replacement cost of the Premises at the time of casualty. The Premises Property Insurance shall name Landlord and the City as loss payees as their interests may appear. In addition to the Premises Property Insurance, Tenant shall, at Tenant's expense, obtain and keep in force at all times during the term of the Lease, a policy or policies of property insurance covering loss or damage to any and all of the personal property, trade fixtures, furnishings, and Tenant's business contents (collectively, "Tenant's Personal Property") at the Premises in the amount equal to their actual cash value, which shall cover risk of loss or damage normally covered in an "all risk" policy as such term is used in the insurance industry. The proceeds of the Premises Property Insurance shall be used for repair or replacement of the Premises and shall be paid solely to Landlord or any mortgagee or beneficiary under a deed of trust holding a lien encumbering the Premises to be held and applied to the costs of restoring the Premises and made available to Tenant as it incurs such costs; provided, if requested by Tenant, Landlord agrees that the proceeds of the Premises Property Insurance will be escrowed with a third party reasonably acceptable to Landlord. The terms and conditions governing the release of the escrowed insurance proceeds shall allow Tenant to draw on the escrowed funds monthly, as and when the costs of restoring the Premises are incurred by Tenant, and otherwise be reasonably acceptable to Landlord. Tenant shall be responsible for the amount of all deductibles. Additionally, Tenant shall maintain coverages as follows:

(i) Liability Coverage. Tenant shall, at Tenant's expense maintain a policy of commercial general liability insurance, ISO Form CG 00 01, or its equivalent, insuring Tenant, and Landlord as an additional insured, against liability arising out of the ownership, use, occupancy, or maintenance of the Premises or from any other cause covered by a commercial general liability insurance policy applicable to Tenant's operations at the Premises, known or unknown. Such insurance shall be primary and non-contributory and shall provide coverage on a claims made and/or occurrence basis with a per occurrence limit of not less than Three Million Dollars (\$3,000,000) for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Workers Compensation. Worker's Compensation insurance in amounts required by Applicable Law; provided, if there is no statutory requirement for Tenant, Tenant shall still obtain Worker's Compensation insurance coverage. Throughout the performance of any work, alterations or improvements that Tenant shall perform or cause to be performed in the Premises, Tenant, shall cause to be carried, worker's compensation insurance in statutory limits.

(iii) Automobile Insurance. Commercial automobile liability insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit, per accident.

(iv) Business Interruption. Business interruption insurance with a commercially reasonable deductible that is sufficient to pay continuing expenses (including Rent) for a period of at least twelve (12) months. Business interruption insurance will include an Extended Period of indemnity no less than 90 days provided that Tenant will use commercially reasonable efforts to obtain an Extended Period of indemnity of 180 days.

(b) Tenant may self-insure any of the foregoing other than the Premises Property Insurance, provided, that any insurance required to be carried by Tenant hereunder that is not self-insured shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oklahoma and having an AM Best's rating of A IX or better, and (ii) regardless of whether Tenant or a third party provides said insurance, all policies shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant shall name Landlord as an additional insured under its commercial general liability, excess and umbrella policies (but only to the extent of the limits required hereunder). On or before the Commencement Date, and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall endeavor to furnish Landlord with certificates of insurance in the form of ACORD 25 (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, and that with the exception of workers compensation insurance, such insurance is primary and non-contributory. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types; provided, Tenant shall not be required to increase the minimum amounts set forth herein by an amount that exceeds the CPI Index over the applicable period, and shall not be required to make such adjustment more than once every five (5) years during the Term.

#### 9.02 Indemnities.

(a) Tenant agrees, as part of the material consideration for this Lease, to indemnify and hold harmless Landlord from all third party claims and associated actions, demands, costs, expenses and liabilities whatsoever (including reasonable attorneys' fees, on account of any such real or claimed damage or liability, and for all liens) arising from personal injury or property damage occurring in, or at any portion of Premises, during the Term of the Lease from the Commencement Date forward or arising out of Tenant's use, occupancy or enjoyment of any portion of the Premises, or any repairs or alterations which Tenant may make upon the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or any of Landlord's Affiliates, employees, agents, contractors or representatives.

(b) Landlord agrees, as part of the material consideration for this Lease, to indemnify and hold harmless Tenant from all third party claims and associated actions, lawsuits, demands, costs, expenses and liabilities whatsoever (including reasonable attorneys' fees, on



account of any such real or claimed damage or liability, and for all liens) arising from any negligent acts, breach of contract, or willful misconduct of Landlord or Landlord's Affiliates except to the extent caused by the negligence or willful misconduct of Tenant or any of Tenant's Affiliates, employees, agents, contractors or representatives.

9.03 Waiver of Claims/Subrogation Rights. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby waive all claims that it may have against the other party (and such other party's owners, directors, officers, employees, agents, contractors and representatives) for losses and damages that are actually covered by its property insurance or that would have been covered had it maintained the insurance required under this Lease. For the purposes of this Section, each party shall be deemed to be insured against losses and damages that are within the deductible of any of its insurance policies. The provisions of this Section shall apply to claims regardless of cause or origin, including, without limitation, claims arising due to negligence.

## ARTICLE X FIRE & CASUALTY

10.01 Restoration. Unless this Lease is terminated pursuant to Section 10.02, if the Premises, are damaged by fire or other casualty after the Commencement Date, Tenant shall be responsible for performing all repairs and replacements (collectively, "Restoration Work") required to fully restore the Premises to the condition existing immediately prior to such fire or casualty in accordance with the terms hereof provided, (i) Tenant may make any Alterations to the Premises permitted under Section 8.01, and (ii) Tenant may make any Alterations to the Premises that are required by Applicable Laws. Upon receipt of the insurance proceeds from the Premises Property Insurance, Tenant shall commence and diligently prosecute completion of the Restoration Work, which shall be completed in a good and workmanlike manner, using new materials, and in a manner that complies with Applicable Laws. Within forty-five (45) days after the Premises are damaged by fire or other casualty, Tenant shall furnish Landlord with a written statement from a reputable architect or general contractor setting forth such architect's or general contractor's best estimate of the period of time (the "Restoration Period") required to fully restore the Premises.

10.02 Termination. If the Premises are damaged by fire or other casualty at any time after the twelfth (12<sup>th</sup>) anniversary of the Commencement Date and the Restoration Period for such damage is estimated to be more than three hundred sixty-five (365) days after the date of the fire or other casualty, then Tenant may terminate this Lease by giving written notice to Landlord within sixty (60) days after the occurrence of such damage. Tenant shall not have the right to terminate this Lease as a result of damages caused by fire or other casualty at any time on or prior to the twelfth (12<sup>th</sup>) anniversary of the Commencement Date. If the Premises are damaged by a fire or other casualty and this Lease is terminated as a result thereof, then (i) Landlord shall have the right to require that Tenant demolish the Building and remove any debris resulting therefrom, and (ii) Tenant shall pay Landlord an amount equal to the insurance proceeds received by Tenant as a result of such damage to the Premises, less any demolition costs incurred by Tenant and less unamortized cost of any Alterations paid for by Tenant (calculated by amortizing the cost of such Alterations over their useful life in accordance with Tenant's standard accounting procedures) and less all other expenses incurred by Tenant that are otherwise reimbursable by insurance proceeds.

10.03 Abatement. Tenant shall be entitled to an abatement of Rent during any period when the Premises are rendered untenable or unusable, in whole or in part, as a result of any damage to the Premises caused by fire or other casualty, in proportion to the area of the Premises that is not reasonably usable as a result of such fire or other casualty.

## ARTICLE XI EMINENT DOMAIN

11.01 Termination. In the event of a taking of all or substantially all of the Premises by condemnation, this Lease shall automatically terminate, and all Rent shall cease effective as of the date possession of the same is actually taken. If any portion of the Premises is taken by condemnation such that the Premises shall become impractical for Tenant to use for the Permitted Use, then Tenant may terminate this Lease by giving written notice to Landlord within sixty (60) days after Tenant is notified of such taking, in writing.

11.02 Restoration. In the event this Lease is not terminated after a taking of any portion of the Premises, Landlord shall diligently restore the same as close as possible to the condition and functionality prior to such taking and Landlord shall be entitled to use all condemnation awards paid on account of such taking to pay the cost of the restoration work, with any remaining funds being allocated to Landlord and Tenant on a pro rata basis in accordance with the terms of Section 11.03; provided in no event shall Landlord be required to spend more than the amount of such condemnation awards to restore the Premises. In the event this Lease is not terminated as a result of any condemnation, then the Rent shall be continued unabated.

11.03 Awards. Any award or compensation paid on account of any taking of all or any portion of the Premises by condemnation shall be paid to Landlord, except Tenant shall be entitled to make a separate claim for the taking of Tenant's trade fixtures, personal property, dislocation damages/moving expenses and the unamortized value of any Alterations paid for by Tenant and Tenant's Initial Investment, as well as business losses.

## ARTICLE XII ASSIGNMENT AND SUBLETTING

12.01 Assignment & Subletting. Tenant may not assign this Lease or sublet all or any substantial portion of the Premises, without obtaining the prior consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned; provided, Tenant may assign or sublease to its Affiliates with at least ten (10) days advance notice to Landlord. Notwithstanding the foregoing, Tenant shall have right to sublease parts of the Hospital in connection with its strategic plan provided that such subleases in the aggregate shall not consist of more than fifth percent (50%) of the usable square footage in the Hospital. In the event of any such sublease or assignment of Tenant's right, title and interest in and to this Lease, the Person named as Tenant in this Lease shall remain primarily liable hereunder. Any assignee shall execute and deliver an assignment and assumption agreement whereby such assignee assumes and agrees to perform and observe all of the covenants and agreements of Tenant under this Lease. This Lease shall inure to the benefit of and be binding upon any permitted successor or assign of either party.

ARTICLE XIII  
LANDLORD'S OBLIGATIONS

13.01 Medical District. The City, Landlord and Tenant are committed to formulating and executing flexible redevelopment plans for the Medical District. The City will work with area stakeholders to create public/private partnerships to expedite quality redevelopment of a Medical District in an effort to meet the East Metro's healthcare and other needs now and in the future. In furtherance of the foregoing, the City and/or Landlord, as appropriate, agree as follows

(a) To cause to be prepared a Revitalization Plan for the Medical District (the "Revitalization Plan"), and to pay the cost thereof.

(b) Among other things, the Revitalization Plan will develop and provide for:

(i) A visionary, thoughtful and practical plan for improvement and revitalization of the Medical District;

(ii) Proposed land uses;

(iii) Proposed public improvements located on public property, to be funded from public funds, to include among other things: streetscape improvements, landscaping, sidewalks, street furniture, lighting and signage;

(iv) Design guidelines and zoning ordinances for land uses and public improvements providing for a unified theme and style to enhance the identity and sense of community of the Medical District;

(v) Creation of property maintenance standards and provision for the treatment of vacant and dilapidated structures located on private and public property, to include the removal of dilapidated structures owned by the City or Landlord at public expense; and

(vi) A plan for implementation of ongoing code enforcement to ensure compliance with City codes and ordinances adopted in furtherance of the Revitalization Plan.

(c) Establishment of a Revitalization Plan for the Medical District Committee ("Revitalization Plan Committee") to coordinate and guide preparation of the Revitalization Plan, which shall include among its members, area stakeholders, Tenant representatives (to the extent Tenant desires to participate), and City and Landlord representatives. The Revitalization Plan Committee shall be appointed within thirty (30) days after the Commencement Date of this Lease and shall hold its first meeting within thirty (30) days thereafter.

(d) After completion, the Revitalization Plan shall be adopted by the City and Landlord, which shall occur no later than the first anniversary of the Commencement Date of the Lease, with enactment of zoning, design and property maintenance standard ordinances within one year thereafter, if permitted by law; and, Landlord shall acquire obsolete, non-compliant or underdeveloped properties in the vicinity of the Hospital which are available at fair market value prices to facilitate redevelopment in furtherance of the Revitalization Plan.

13.02 Landlord's Initial Investment. On the Commencement Date, Landlord and Tenant will enter into an Escrow Agreement with the Bank of Oklahoma (the "Escrow Agent") and Landlord will fund an escrow account with the Escrow Agent in the amount set forth below, with a total commitment to fund Twenty Million Dollars (\$20,000,000), over the first three (3) years of the Term (the "Escrowed Funds"). Landlord made an initial deposit in the amount of \$7,645,000 on or about the Commencement Date and a subsequent deposit in the amount of \$8,355,000 on the first anniversary of the Commencement Date into the Escrowed Funds. On the second anniversary of the Commencement Date, Landlord made a third deposit in the amount of \$4,000,000 bringing its total deposits into the Escrow Funds to Twenty Million Dollars (\$20,000,000). Tenant will utilize the Escrowed Funds in accordance with Oklahoma law exclusively to make improvements to or for medical equipment purchases for the Hospital in accordance with the Permitted Uses, or as are otherwise necessary to bring the Premises into compliance with Applicable Laws as contemplated by Section 5.03(b) (the "Landlord's Initial Investment"). As of the date hereof, Tenant has expended \$10,469,069.90 in accordance with the foregoing sentence, which is hereby acknowledged by Landlord and Landlord hereby authorizes the disbursement of such \$10,469,069.90 of the Escrowed Funds to Tenant. The remaining amount of such expenditures remains to be approved by Landlord. Tenant will coordinate with Landlord's Representative to get approval therefor prior to the purchase and submission for reimbursement. Landlord will instruct the Escrow Agent to periodically release a portion of the Escrowed Funds to reimburse Tenant for the Landlord's Initial Investment. The Escrow Agent shall pay all interest on the Escrowed Funds to Landlord and shall not become part of the Escrow Funds. The parties agree that if the cost of the Landlord's Initial Investment is less than Twenty Million Dollars (\$20,000,000), the remaining balance of the Escrowed Funds will be utilized to make improvements at the Hospital as mutually agreed to Tenant and Landlord. All fixtures (excluding Tangible Personalty) purchased as well as any improvements made to the Premises, as part of the Landlord's Initial Investment shall become part of the Premises and ownership of the same shall transfer to Landlord upon the expiration or termination of this Lease Further, Landlord agrees to consider, in good faith, any supplemental request for a monetary investment for a special health care project or to fulfill a particular need that Tenant deems of importance to the Hospital or the public health of Midwest City and its residents and respond to Tenant within thirty (30) days of receipt of such request. Nothing in this Section 13.02 is intended to impose any greater obligation on the part of Tenant with regard to Applicable Laws pertaining to Hazardous Substances than is set forth in Section 5.03, it being acknowledged and agreed by the parties that Section 5.03 shall govern the parties' responsibilities and obligations with regard to Hazardous Substances.

13.03 Renaissance Women's Center. Landlord agrees that for the Term, it shall not allow the Renaissance Women's Center ("RWC") building to be used as a competing inpatient, acute care facility or an ambulatory surgery center, or for any other health care usage in competition with Tenant without first obtaining the prior written consent of Tenant, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Landlord and/or the City may lease professional office space in the RWC to any physician or physician group who has or have medical staff privileges at the Hospital without the necessity of obtaining Tenant's prior consent. Upon either party's written request, Landlord and Tenant shall promptly execute and record a memorandum of this restrictions in the form attached as Exhibit F, putting all Persons on notice of the existence of said restrictions; provided the cost of recording such memorandum shall be borne by the requesting party.

13.04 Non-Disturbance Agreement. Upon Commencement Date, Landlord shall furnish to Tenant a non-disturbance or similar agreement in the form attached as Exhibit G, whereby the City acknowledges the Lease and agrees not to disturb Tenant's possession of the Hospital so long as there has been no event of default, beyond applicable notice and cure period, by Tenant hereunder, regardless of whether there may have occurred a default by Landlord under its arrangements with the City concerning the Hospital or otherwise.

13.05 Prime Lease. Landlord and Tenant, to the extent applicable to Tenant in its capacity as subtenant of the Subleased Premises, shall comply with all provisions of the Prime Lease during the Term. Landlord shall further not amend or otherwise modify the Prime Lease in any respect during the Term without the prior written consent of Tenant.

#### ARTICLE XIV TENANT'S DEFAULT

14.01 Tenant Default. The following shall each be deemed to be a default by Tenant under this Lease (a "Tenant Default"):

(i) Tenant's failure to pay any Rent when due or timely complete Tenant's Initial Investment and the continuance of such failure for ten (10) days after Tenant receives written notice from Landlord; or

(ii) Tenant's failure to provide the Required Services or restrict the use of the Hospital to the Permitted Uses and the continuance of such failure for twenty (20) business days after Tenant receives written notice from Landlord; provided if such failure cannot reasonably be cured within the aforementioned twenty (20) business day period, then no Tenant Default shall be deemed to have occurred so long as Tenant commences to cure such failure within twenty (20) business day period after receiving written notice from Landlord and diligently pursues completion of such cure within a reasonable time thereafter and keeps Landlord informed of its cure efforts and results; or

(iii) Tenant's failure to comply with any of the terms of this Lease other than those set forth in Subsections (i) and (ii) above and the continuance of such failure for thirty (30) days after Tenant receives written notice from Landlord; provided if such failure cannot reasonably be cured within the aforementioned thirty (30) day period, then no Tenant Default shall be deemed to have occurred so long as Tenant commences to cure such failure within thirty (30) days after receiving written notice from Landlord and diligently pursues completion of such cure within a reasonable time thereafter and keeps Landlord informed of its cure efforts and results; or

(iv) (A) the filing by or against Tenant of a petition (voluntarily or involuntarily) seeking to have Tenant declared bankrupt or insolvent, unless the petition is dismissed within ninety (90) days after its filing, (B) the appointment of a receiver or trustee for all or substantially all of Tenant's assets, or (C) the assignment of all or substantially all of Tenant's assets for the benefit of its creditors.

14.02 Remedies. Upon the occurrence of any Tenant Default, Landlord may, in addition to any other remedies expressly provided under this Lease and as provided at law or in equity:

(i) Enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord for all reasonable costs and expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease; or

(ii) Without terminating this Lease, enter upon and take possession of the Premises, expel or remove Tenant, and relet the Premises and receive the rent therefor. In the event Landlord elects to exercise the remedy provided under this subsection, Landlord shall be entitled to recover from Tenant (A) any reasonable costs and expenses that Landlord incurs to effect compliance with Tenant's obligations under this Lease through the date the Premises are relet, (B) the reasonable costs Landlord incurs to recover possession of the Premises from Tenant, including, but not limited to, reasonable attorneys' fees, (C) the reasonable brokerage commissions, advertising costs and other similar expenses Landlord incurs to relet the Premises, and (D) an amount equal to the difference between the Rent and other sums that Tenant is required to pay hereunder during the remainder of the Term (calculated without taking into account any unexercised Renewal Option) and the rent received by Landlord on account of such reletting during said period (or if Landlord takes possession of the Premises for its own benefit, the fair rental value thereof), which amount shall be paid monthly, in arrears. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, the parties agree that Landlord shall be entitled to retain such excess without offset.

(iii) Terminate this Lease upon thirty (30) days' notice to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant. In the event this Lease is terminated pursuant to this subparagraph, Landlord shall be entitled to collect from Tenant: (A) any unpaid Rent that was due and owing prior such termination, (B) any reasonable costs and expenses that Landlord incurs to effect compliance with Tenant's obligations under this Lease through the date of such termination, (C) the reasonable costs Landlord incurs to recover possession of the Premises from Tenant, including, but not limited to, reasonable attorneys' fees, and (D) any other actual damages that Landlord reasonably incurs as a result of the termination of this Lease.

Forbearance by Landlord to enforce one or more of the remedies herein provided upon a Tenant Default shall not be deemed or construed to constitute a waiver of Landlord's right to enforce any such remedies with respect to any subsequent Tenant Default.

## ARTICLE XV LANDLORD'S DEFAULT

15.01 Landlord Default. If (i) Landlord defaults under or breaches any of its obligations under this Lease, and (ii) Landlord does not cure such default or breach (or cause the same to be cured) within thirty (30) days after Landlord receives written notice thereof from Tenant, then the same shall constitute a "Landlord Default" and Tenant shall have the right (but not the obligation) to attempt to cure such Landlord Default; provided if any such default or breach cannot reasonably be cured within thirty (30) days and Landlord commences to cure the same within the thirty (30) days after receiving written notice from Tenant, then no Landlord Default shall be deemed to have

occurred so long as Landlord diligently pursues completion of such cure within a reasonable thereafter and keeps Tenant informed of its cure efforts and results.

ARTICLE XVI  
QUIET ENJOYMENT

16.01 Quiet Enjoyment. Subject to the other terms of this Lease, Landlord covenants that Tenant shall peacefully and quietly have, hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection whatsoever; provided, however, Landlord and the City will have those access rights provided in Article XVII.

ARTICLE XVII  
RIGHT OF ENTRY

17.01 Right of Entry by Landlord. Landlord shall have the right to enter the Premises to: (i) conduct inspections; (ii) perform maintenance, repairs and replacements if Tenant has failed to do so; (iii) show the Premises to prospective purchasers of the Hospital and lenders; and (iv) show the Premises to prospective tenants during the last twelve (12) months of the Term; provided Landlord shall not materially interfere with Tenant's use and enjoyment of the Premises. Except in cases of emergency, Landlord shall: (a) give Tenant at least twenty-four (24) hours advance notice before entering upon the Premises; (b) use reasonable efforts to schedule such entry at a time that is acceptable to Tenant; and (c) be escorted by Tenant in order to protect patient privacy and any confidential health information unless Tenant refuses to provide an escort.

17.02 Right of Entry by City. Tenant acknowledges that the City has and may continue to have towers on the rooftop of the Hospital, which it utilizes for communication and other purposes. The City shall have the right to enter the Premises and have rooftop access as is necessary to maintain, repair and replace any towers on the Hospital's rooftop.

ARTICLE XVIII  
SURRENDER

18.01 Surrender. Upon the expiration or earlier termination of this Lease: (i) Tenant shall quit and surrender possession of the Premises to Landlord; (ii) provide Landlord with the keys or combinations for all locks in the Premises; and (iii) enter into reasonably satisfactory transition agreements to assist any new operator at the Hospital during the initial operating period, for a term of not less than one (1) year. Before surrendering possession of the Premises to Landlord and subject to the provisions of Sections 4.02 and 13.02, Tenant shall, at its expense, remove all Tangible Personalty, Tenant's Signs from the Premises, and Tenant shall promptly repair all material damage to the Premises resulting from the removal of such items. Before surrendering possession of the Premises to Landlord, Tenant may, at its sole option and expense and subject to the provisions of Sections 4.02 and 13.02, remove any Tangible Personalty from the Premises, and Tenant shall promptly repair all material damage to the Premises resulting from the removal of such items. If Tenant fails to remove any of the foregoing items from the Premises by the expiration or termination of this Lease, then Landlord may deem such items abandoned and retain or dispose of the same in any manner Landlord sees fit; provided such removal and disposal does not interfere with other activities or operations being conducted on adjoining properties. Tenant shall reimburse Landlord, upon demand, for all commercially reasonable costs incurred by Landlord to remove

and dispose of such items which Tenant is required to remove or dispose of in accordance with this Section 18.01, including, without limitation, the cost of repairing any material damage to the Premises caused by the removal of such required items.

ARTICLE XIX  
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

19.01 Subordination. This Lease shall be subject and subordinate to any first in priority mortgage, deed of trust, deed to secure debt, security deed, financing statement or other security interests now or hereafter encumbering Landlord's leasehold interest in the Premises (individually, a "Mortgage" and collectively the "Mortgages"), including, but not limited to, all renewals, modifications, consolidations, replacements, amendments, supplements and extensions thereof; provided, as a condition to such subordination, the holder of the Mortgage (the "Mortgagee") must agree, in writing, not to disturb Tenant's possession of the Premises and the rights and privileges granted to Tenant under this Lease so long as there is no outstanding Tenant Default. Notwithstanding anything herein to the contrary, if any Mortgagee elects, in writing, to have Tenant's interest in this Lease superior to its Mortgage, then by notice to Tenant from such Mortgagee, this Lease shall be deemed superior to such Mortgage, whether this Lease was executed before or after the same. Landlord represents and warrants to Tenant as of the Commencement Date that Landlord has not granted or entered into any mortgages, deeds of trust, deeds to secure debt, security deeds, financing statements, security agreements or other liens encumbering the Premises.

19.02 Attornment. If Landlord's interest in the Premises is transferred to a Mortgagee or any purchaser at a foreclosure sale (a "Foreclosure Purchaser"), Tenant shall be bound to such Mortgagee or Foreclosure Purchaser under the terms of this Lease and Tenant shall attorn to such Mortgagee or Foreclosure Purchaser, as the landlord hereunder, unless this Lease is terminated by Tenant pursuant to the terms hereof; provided, however, that if said transfer occurs before Landlord's satisfaction of its obligations under Section 13.01 or before paying for the Initial Work required under Section 13.02, the Annual Rent due under Section 4.01 shall be reduced to a payment of One Dollar (\$1.00) for the remainder of the Term regardless of the nature of the Foreclosure Purchaser or the tax-exempt status of Tenant. The foregoing provision shall be self-operative; provided, however, Tenant shall, upon written demand, execute documentation confirming the matters set forth in this Section. Any Mortgagee or Foreclosure Purchaser succeeding to the interest of Landlord in the Premises shall not be (i) bound by any payment of Rent made by Tenant more than one (1) month in advance, (ii) liable due to any act or omission of a prior landlord (including, without limitation, Landlord), (iii) subject to any offset rights or defenses of Tenant arising or related to periods prior to the date the Mortgagee or Foreclosure Purchaser acquires such interest, or (iv) responsible for any security or other deposit not transferred to it.

ARTICLE XX  
NOTICES

All notices, consents, approvals and other communications (collectively, "Notices") that may be or are required to be given by either Landlord or Tenant under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth



below, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested), nationally recognized overnight delivery service, or by electronic mail upon a confirmed receipt from the recipient.

- If to Landlord: Midwest City Memorial Hospital Authority  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110  
Attention: Tim Lyon, City Manager  
Email: tlyon@MidwestCityOK.org
- With a copy to: Carlton Fields, P.A.  
4221 West Boy Scout Boulevard, Suite 1000  
Tampa, Florida 33607  
Attention: Linda L. Fleming, Esquire  
Email: lfleming@carltonfields.com
- With a copy to: Williams, Box, Forshee & Bullard, P.C  
522 Colcord Drive  
Oklahoma City, OK 73102-2202  
Attention: John Michael Williams, Esquire  
Email: williams@wfbfblaw.com
- If to Tenant: SSM Health Care of Oklahoma, Inc.  
1000 North Lee  
3<sup>rd</sup> Floor  
Oklahoma City, OK 73102  
Attn: Mandy Hayes Chandler, Esquire  
Email: mandy.hayes-chandler@ssmhealth.com
- With a copy to: McAfee & Taft  
8<sup>th</sup> Floor, Two Leadership Square  
211 North Robinson  
Oklahoma City, OK 73102  
Attn: Robert L. Garbrecht, Esquire  
Email: rob.garbrecht@mcafeetaft.com

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received (a) three (3) Business Days after the same is sent via certified or registered United States mail, return receipt requested, postage prepaid, (b) on the Business Day immediately following the day the notice is deposited with a nationally recognized overnight delivery service, on the day of delivery by electronic mail if

received during regular business hours of the recipient on a Business Day, otherwise on the Business Day immediately following the day the notice is received at any other time.

## ARTICLE XXI REPRESENTATIONS AND WARRANTIES

21.01 Landlord's Representations. Landlord hereby represents and warrants to Tenant, as of the Commencement Date, that: (i) Landlord is a public trust validly existing under the laws of the State of Oklahoma; (ii) Landlord has all power and authority necessary for Landlord to execute and deliver this Lease and perform all of Landlord's obligations hereunder, including, specifically, but not limited to, spending the Escrowed Funds as contemplated by this Lease and the Escrow Agreement; (iii) the execution, delivery and performance of this Lease by Landlord does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter or any contract, agreement or other instrument to which Landlord is a party; (iv) Landlord has not filed or threatened to file any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, Landlord has not been adjudicated as bankrupt or insolvent, or Landlord has not had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors; (v) to Landlord's knowledge, there are no lawsuits, arbitration proceedings or other similar actions pending or threatened against or affecting the Premises; (vi) Landlord and/or the City are the rightful owners of the Premises, free and clear of all easements, liens, claims, encumbrances and other exceptions to title, except for the Permitted Exceptions; (v) to Landlord's knowledge, there are no pending or threatened governmental actions, investigations or proceedings that will adversely affect the Premises (including, but not limited to, condemnation or eminent domain proceedings or proposed assessments); (vi) the Hospital currently has water, sewer, electricity, gas, broadband and telephone capacity; (vii) to Landlord's knowledge, except for Medical Waste handled in accordance with Applicable Law, no Hazardous Substances have been discharged, disbursed, released, stored, treated, generated, disposed of, incorporated into or allowed to escape on, under or about the Premises which have not been remedied prior to the Commencement Date; (viii) to Landlord's knowledge, other than as otherwise known by Tenant on the Commencement Date, whether through its own efforts or investigations, except as expressly disclosed by Landlord to Tenant in Schedule 3 or as contemplated to be corrected as part of Landlord's Initial Work, the Premises are in compliance with all Applicable Laws; (ix) Landlord has not granted any other Person an option to purchase, right of first offer to purchase, right of first refusal to purchase or any other purchase option to purchase Landlord's interest in the Premises, and (x) Landlord and its Affiliates are not and will not become a person or entity with whom U.S. persons are prohibited from doing business with under Applicable Laws, including, without limitation, the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224, and the USA Patriot Act.

21.02 Tenant's Representations. Tenant hereby represents and warrants to Landlord, as of the Commencement Date, that: (i) Tenant is a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma and is recognized as a tax-exempt organization under the tax laws of the United States; (ii) Tenant has all power and authority necessary for Tenant to execute and deliver this Lease and perform all of Tenant's obligations

under this Lease; (iii) the execution, delivery and performance of this Lease by Tenant does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter or any contract, agreement or other instrument; (iv) Tenant has not filed or threatened to file any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, Tenant has not been adjudicated as bankrupt or insolvent, or Tenant has not had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors; (v) there are no lawsuits, arbitration proceedings or other similar actions pending or, to Tenant's knowledge, threatened against or affecting the Premises; and (vi) Tenant is not and will not become a person or entity with whom U.S. persons are prohibited from doing business with under Applicable Laws, including, without limitation, the regulations of the OFAC of the Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224, and the USA Patriot Act.

21.03 Tenant's Warranties. Tenant hereby covenants and warrants to Landlord that at all times during the Term: Tenant shall (i) remain a not for profit corporation which is recognized by the Internal Revenue Service as a tax-exempt organization; (ii) provide charity care to the residents of Midwest City in accordance with its Financial Assistance Policy, which will be available on its website; (iii) retain the Hospital's accreditation with The Joint Commission or similar agency; (iv) ensure the Hospital is a participating provider in the Medicare and Medicaid programs; (v) use, maintain and occupy the Premises pursuant to the terms of this Lease; (vi) procure and maintain all permits, licenses and authorizations required for the use of the Premises; (vii) pay when due the entire cost of any work performed on the Premises by Tenant, procure all required permits for any Alterations or expansion, cause such work to be performed in a good and workmanlike manner, and comply with all Applicable Laws; and (viii) comply with all provisions in this Lease, including limiting uses to the Permitted Uses and providing the Required Services.

## ARTICLE XXII TRANSFER OR ASSIGNMENT OF LANDLORD'S INTEREST

22.01 Transfers or Assignment by Landlord. Following the Commencement Date and with the prior written consent of Tenant, Landlord shall have the right to assign or transfer, in whole or in part, every feature of its right and obligations hereunder and the Premises, provided it complies with the terms of this Article XXII and the other terms of this Lease and further provided that if such assignment or transfer occurs before Landlord's satisfaction of its obligations under Section 13.01 or before paying for the Initial Work required under Section 13.02, the Annual Rent due under Section 4.01 shall be reduced to a payment of One Dollar (\$1.00) for the remainder of the Term regardless of the nature of the transferee or the tax-exempt status of Tenant. In the event of a sale or conveyance by Landlord of the part of the Premises owned by Landlord, the same shall operate to release Landlord from any and all liability under this Lease with respect to such part of the Premises arising after the date of such sale, transfer, or assignment; provided the assignee assumes, in writing, the obligations and liabilities of Landlord under this Lease for the benefit of Tenant. Tenant's right to quiet possession of the Premises shall not be disturbed so long as Tenant shall pay the Rent as reduced in accordance with this Section 22.01 and observe and perform all of the provisions of this Lease to be observed and performed by Tenant, unless this Lease is

terminated pursuant to specific provisions contained herein. Landlord shall not assign this Lease or sell the Premises to any Disqualified Person.

#### 22.02 Disqualified Person.

The term “Disqualified Person” shall mean and include: (i) any Person engaged in the ownership, operation, lease, or management of any acute care general hospital, medical/surgical hospital, specialty hospital or other hospital facility, extended care facility, rehabilitation center or facility (each a “Competitor Facility”); (ii) any Excluded Person; (iii) any Person that otherwise engages in activities that are directly competitive with Tenant; or (iv) any Person which is an Affiliate of any Person described in clause (i) above; provided, however, Disqualified Person shall not mean Tenant or any of its Affiliates.

(a) In no event shall: (i) Landlord’s interest in the Premises be owned by any Disqualified Person, directly or indirectly; or (ii) any of the ownership interests (such as, without limitation, stock membership interest, partnership interests or limited partnership interests, directly or indirectly.

### ARTICLE XXIII CONDITIONS PRECEDENT

23.01 Conditions Precedent to Effectiveness. The effectiveness of this Lease and the obligations of the each of the parties hereto shall be subject to the fulfillment, at or prior to the Commencement Date, of each of the following (collectively, the “Conditions Precedent”):

(a) Closing of the Related Transactions. The closing of the transactions contemplated by that certain Asset Purchase Agreement dated December 8, 2020, by and between CHS/Community Health Systems, Inc. and Tenant shall have occurred.

(b) Termination of Existing Lease. That certain Lease Agreement dated May 21, 1996, by and among Landlord, Midwest City Regional Center, LLC, as successor in interest to Midwest City HMA, Inc., and Health Management Associates, Inc. as the same may have been amended from time to time (as amended, the “Existing Lease”) shall be terminated, including, specifically, Landlord’s right of first refusal under Section 16.2 of the Existing Lease, and satisfactory evidence of the termination of the same shall have been furnished to Tenant.

(c) Title Policy. Tenant shall have received an irrevocable commitment from Chicago Title Insurance Company (the “Title Company”) to issue a title insurance policy in the form of the Proforma Owner’s Policy of Title Insurance issued by the Title Company, last revised March 29, 2021.

(d) Landlord Deliveries. Landlord shall have delivered or caused to be delivered to Tenant each of the following:

- (i) The Commencement Date Agreement duly executed by Landlord.
- (ii) The Memorandum of Restrictions duly executed and acknowledged by Landlord and joined by the City.

(iii) The Non-Disturbance Agreement duly executed and acknowledged by the Landlord and the City.

(iv) The Memorandum of Lease duly executed and acknowledged by Landlord.

(v) The Escrow Agreement duly executed by Landlord and the Bank of Oklahoma.

(e) Tenant Deliveries. Tenant shall have delivered or caused to be delivered to Landlord each of the following:

(i) The Commencement Date Agreement duly executed by Tenant.

(ii) The Memorandum of Restrictions duly executed and acknowledged by Tenant.

(iii) The Non-Disturbance Agreement duly executed and acknowledged by Tenant.

(iv) The Memorandum of Lease duly executed and acknowledged by Tenant.

(v) The Escrow Agreement duly executed by Tenant.

#### ARTICLE XXIV MISCELLANEOUS PROVISIONS

24.01 Consents. Unless otherwise expressly stated herein, whenever Landlord's or Tenant's consent is required under this Lease, such consent shall not be unreasonably withheld, qualified or delayed.

24.02 Landlord's Cooperation. Upon Tenant's request, Landlord agrees to cooperate with, assist and join in Tenant's efforts to obtain all governmental permits, licenses and approvals that Tenant deems necessary or desirable for Tenant's use and enjoyment of the Premises for any of the Permitted Uses or any other uses approved by Landlord, including, but not limited to, any Alterations undertaken by or on behalf of Tenant in accordance with Section 8.01.

24.03 Tenant's Cooperation. Upon Landlord's request, Tenant agrees to cooperate with, assist and join in Landlord's efforts to obtain all governmental permits, licenses and approvals that Landlord deems necessary or desirable for the Initial Work or otherwise.

24.04 Records. Upon the written request of the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General of the Government Accounting Office, or their authorized representatives, Landlord shall make available this Lease and all books, documents, and records necessary to certify the nature and extent of Landlord's costs with respect to this Lease and the Premises for a period of six (6) years after performing its duties hereunder. If Landlord carries out any of its duties under this Lease through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period, the subcontract will also contain an access

clause to permit access by the Secretary, Comptroller General, and their authorized representatives to such subcontractor's books and records.

#### 24.05 Regulatory Matters.

(a) Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any Affiliate or subsidiary of the other.

(b) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Lease to comply with Applicable Laws.

(c) Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). Each party also represents and warrants to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) Business Days of its first learning of it. Either party shall have the right to immediately terminate this Lease upon learning of any such Investigation, suspension or exclusion. Each party shall be kept apprised by the other party in a timely manner of the status of any such Investigation. Each party shall indemnify, defend and hold the other party harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of the other party's breach of this paragraph.

(d) Rights and Remedies. Upon the occurrence of any of the events referenced in Section 24.05 of this Lease, Tenant shall give Landlord written notice of the matter at issue, and Tenant and Landlord agree to promptly engage in good faith negotiations to resolve the matter through an amendment to this Lease. If the parties are unable to resolve the matter through an amendment to this Lease within ninety (90) days after Tenant's written notice to Landlord thereof, and the parties do not otherwise agree upon a course of action to resolve the matter within the same ninety (90) day period, then the parties agree to submit the matter to binding arbitration with the American Health Lawyers Association ("AHLA") for resolution pursuant to the AHLA Rules of Procedure for Arbitration at a mutually agreeable location, and judgment on any award rendered

by such arbitrators may be entered in any court having jurisdiction thereof. Tenant and Landlord agree that a matter submitted to arbitration will be arbitrated before a panel of three (3) arbitrators, appointed in accordance with the AHLA Rules of Procedure for Arbitration, and will be held in Oklahoma City, Oklahoma.

24.06 Estoppel Certificates. Within fifteen (15) Business Days after its receipt of a written request from the other party, Landlord or Tenant, as applicable, shall execute and deliver to the other party or its designee a written statement certifying to the extent true and ascertainable (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications), (ii) that, to its actual knowledge, neither Landlord nor Tenant is in default under this Lease and no circumstance exists which with the giving of notice, the passage of time, or both, would constitute such a default (or, if either party is in default or a circumstance exists which with the giving notice, the passage of time, or both, would constitute such a default, then the nature of such default or circumstance shall be set forth in detail), (iii) that there are no actions, whether voluntary or otherwise, pending against it under the bankruptcy laws of the United States or any state thereof, and (iv) any other facts related to the status of this Lease or the condition of the Premises, but only to the extent of the certifying party's actual knowledge thereof.

24.07 No Offset. Tenant will not have a right to offset the Rent for any reason.

24.08 Force Majeure. In the event Landlord or Tenant is delayed in performing any of its obligations under this Lease due to an Event of Force Majeure, then the period of time that Landlord or Tenant, as applicable, has to perform the obligation shall be extended by the period of such delay; provided, however, the provisions of this Section shall not operate to (i) excuse, extend or abate Tenant's obligation to pay any Rent, or (ii) excuse Landlord's or Tenant's inability to perform its obligations hereunder because of inadequate finances.

24.09 Landlord's Liens. Landlord hereby expressly waives any right which it may have to impose any and all liens, whether statutory, constitutional, possessory or otherwise, that Landlord may, now or hereafter, have with respect to any of Tenant's property, including, but not limited to, trade fixtures, furnishings, equipment, inventory, records, patient information, accounts receivable and any other documentation generated in the conduct of Tenant's business (collectively, "Tenant's Property"). This Lease does not grant a contractual lien or any other security interest to Landlord or in favor of Landlord with respect to Tenant's Property.

24.10 Holdover. If Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at one hundred fifty percent (150%) of the Rent for the Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the rent paying date. This Section 24.10 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier

termination of this Lease, nor limit Landlord's remedies in such event. In no event shall Tenant be liability for consequential damages in connection with a holdover.

24.11 Brokers. Landlord and Tenant each (i) represents and warrants to the other that it has not dealt with any real estate broker, finder or listing agent in connection with this Lease, and (ii) agrees to indemnify, defend and hold harmless the other from and against any claim for a commission, fee or other compensation made by a broker, finder or listing agent with whom it has dealt (or allegedly dealt). The provisions of this Section shall survive the expiration or termination of this Lease.

24.12 Successors and Assigns. This Lease shall be binding on Landlord, Tenant and their respective successors and assigns.

24.13 Relationship. The relationship of Landlord and Tenant is solely that of independent third parties engaged in an arm's length transaction. Nothing contained in this Lease shall be deemed or constructed as creating a partnership, joint venture, agency or other similar relationship between Landlord and Tenant.

24.14 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Lease that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

24.15 Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the Premises and supersedes and replaces all prior negotiations and understandings between the parties with respect to the subject matter hereof, including, specifically, that certain Preliminary Term Sheet dated effective December 3, 2020, and the Hospital Sublease and Lease Agreement dated April 1, 2021, by and among Landlord and Tenant. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant.

24.16 No Waiver. No waiver by Landlord or Tenant of any provision or breach of this Lease shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of this Lease shall be deemed a waiver of any other provisions or breach. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

24.17 Submission. The submission of this Lease does not constitute an offer, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Furthermore, copies of this Lease that have not been executed and delivered by both Landlord and Tenant shall not serve as a memorandum or other writing evidencing an agreement between the parties. It is hereby disclosed that only the officer of Tenant listed in the signature block of this Lease has the authority to cause Tenant to enter into binding leases.

24.18 Memorandum of Lease. Upon either party's written request, Landlord and Tenant shall promptly execute and record a memorandum of this Lease in the form attached as Exhibit I, putting all Persons on notice of the existence of said provisions; provided the cost of recording



such memorandum shall be borne by the requesting party. This Lease shall not be recorded in its entirety unless Landlord and Tenant agree otherwise, in writing.

24.19 Attorney Fees. In the event of any lawsuit between the parties arising from or relating to this Lease, the prevailing party (defined to be the party that substantially obtains or defeats the relief sought) in such lawsuit shall be entitled to recover its reasonable costs, expenses and attorneys' fees from the non-prevailing party therein, including but not limited to, court costs, professional fees and other litigation expenses through all appellate levels and in bankruptcy court. This Section shall survive the expiration or termination of this Lease.

24.20 Exhibits. Landlord and Tenant acknowledge and agree that all exhibits and schedules referenced in this Lease are attached hereto and incorporated herein by reference.

24.21 Governing Law, Venue and Jurisdiction. This Lease shall be governed by the laws of the State of Oklahoma. Landlord and Tenant stipulate and agree that any lawsuit or other legal action arising from or relating to this Lease (or any agreement formed pursuant to the terms hereof) shall only be commenced, and such jurisdiction and venue shall only be valid, in state court of the county where the Premises are located.

24.22 Confidentiality. The parties hereto shall hold in confidence the information contained in this Lease and each of them hereby acknowledges and agrees that all information related to this Lease, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the parties except: (a) to the extent necessary to comply with Applicable Law or the valid order of any governmental agency or any court of competent jurisdiction; (b) as part of its normal reporting or review procedure, to its auditors, and to its attorneys; (c) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (d) as necessary to enforce its rights and perform its agreements and obligations under this Lease. Each party shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other party, release or share such information with any third party (except as permitted above and except as may be required by Applicable Law).

24.23 Protected Health Information. For purposes of this Section 24.23, "protected health information", or "PHI", shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties agree that neither Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI or to destroy such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

24.24 Counterparts. This Lease may be executed by the parties in separate counterparts, and the executed counterparts shall be deemed by the parties as a single executed and binding document. A facsimile or electronic version of any signature hereto shall be deemed an original for all purposes.

24.25 Recitals. The recitals and defined terms preceding the terms and conditions of this Lease are hereby incorporated into this Lease as if set forth herein.

24.26 Radon Disclosure.

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN OKLAHOMA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

***SIGNATURE PAGES FOLLOW***

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the Commencement Date.

**LANDLORD:**

**MIDWEST CITY MEMORIAL  
HOSPITAL AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

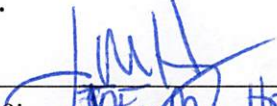
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

[Signature Page of Midwest City Memorial Hospital Authority]

TENANT:

SSM HEALTH CARE OF OKLAHOMA,  
INC.

By:   
Name: Joe M. Hodges  
Title: Regional President  
Date: May 8, 2024

[Signature Page of SSM Health Care of Oklahoma, Inc.]

**JOINDER OF MIDWEST CITY**

The undersigned joins in the foregoing Hospital Sublease and Lease Agreement for purposes of (and only for purposes of) agreeing to the provisions of Sections 13.01 and 13.04.

CITY OF MIDWEST CITY

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_, 2024

[Signature Page of City of Midwest City]

### **List of Exhibits and Schedules**

- Exhibit A – Legal Description of Subleased Premises Land
- Exhibit B – Legal Description of the Leased Premises Land
- Exhibit C – Permitted Exceptions
- Exhibit D – Commencement Date Agreement
- Exhibit E – Tenant’s Initial Investment
- Exhibit F – Memorandum of Restrictions
- Exhibit G – Non-Disturbance Agreement
- Exhibit H – Intentionally Deleted
- Exhibit I – Memorandum of Lease
- Exhibit J – [Intentionally Deleted]
- Schedule 1 – Prime Lease Documentation
- Schedule 2 – Medical District
- Schedule 3 – Disclosures to Section 21.01



**City Manager**  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
100 N. Midwest Blvd,  
Midwest City, Oklahoma 73110  
Office: 405-739-1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees of the Midwest City Memorial Hospital Authority

FROM: Tim Lyon, General Manager/Administrator

DATE: May 28, 2024

SUBJECT: Discussion, consideration, and possible action of approving a request for a six-month extension to the FY 2022-23 Mid-Del Technology Summer Classes grant project.

---

As you may recall, this grant was awarded as a new summer program geared toward students entering grades 6-8. The purpose of this program is to provide a summer camp that can help students discover new interests through hands-on activities while learning about the career programs offered at the Mid-Del Technology Center.

The applicant is requesting a six-month extension to complete purchases that were not previously available due to shortages. Per the applicant, “we are trying to spend the last of our grant funds but can't make the April 30th deadline due to product availability. I would like to request a 6-month extension.”

  
\_\_\_\_\_  
Tim L. Lyon, City Manager



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard Midwest City, OK 73110  
Office (405) 739-1207  
tlyon@midwestcityok.org  
www.midwestcityok.org

## MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

From: Tim Lyon, General Manager/Administrator

Date: May 28, 2024

Subject: Discussion, consideration, and possible action of appointing Bill Croak as one of the MWC Chamber of Commerce's representatives on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on May 23, 2028.

As you may recall, per the Hospital Authority Trust Indenture, seven Grantors are nominated by the City Council members and two members by the Midwest City Chamber of Commerce (Chamber). The City Council is responsible for appointing all nominations by majority vote. The Grantors meet on call and serve 4-year terms with a limit of 2 terms (terms are consider two-years or more).

In April 2024, Chamber representative Dara McGlamery termed-out. Therefore, on March 19, 2024, the Chamber Executive Committee voted to nominate Mr. Bill Croak, President of FNB Community Bank as one of their nominees.

The current Grantors include:

Appointee	Name	Appointed	2 <sup>nd</sup> Term Ends	BOG Position
Chamber	Stacy Willard	04/24/18	04/28/26	
Chamber	Vacant			(McGlamery) Chairman elected 06-22-23
Ward 1	Vacant			
Ward 2	Zac Watts	05/25/21	04/28/26	Vice-chair elected 06-22-23
Ward 3	Vacant			
Ward 4	Kelly Albright	03/22/22	04/28/26	
Ward 5	Vacant			
Ward 6	Wade Moore	05/08/18	04/28/26	
Mayor	Amber Moody	05/12/20		Sec./Tre. elected 06-22-23

  
Tim L. Lyon/City Manager





DISCUSSION ITEMS





Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard Midwest City, OK 73110  
Office (405) 739-1207  
tlyon@midwestcityok.org  
www.midwestcityok.org

## MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

From: Tim Lyon, General Manager/Administrator

Date: May 28, 2024

Subject: Discussion, consideration, and possible action of appointing Megan Bain as the Ward 5 representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a four-year term ending on May 23, 2028.

---

Council member Bana has nominated former Ward 3 Council member Megan Bain to represent Ward 5 on the Board of Grantors for a four-year term to end on May 23, 2028.

As you may recall, per the Hospital Authority Trust Indenture, Grantors are nominated by the City Council members with two by the Chamber and the City Council appoints them by majority vote. The Grantors meet on call and serve 4-year terms with a limit of 2 terms (terms are consider two-years or more).

The current Grantors include:

Appointee	Name	Appointed	2 <sup>nd</sup> Term Ends	BOG Position
Chamber	Stacy Willard	04/24/18	04/28/26	
Chamber	Vacant			(McGlamery) Chairman elected 06-22-23
Ward 1	Vacant			
Ward 2	Zac Watts	05/25/21	04/28/26	Vice-chair elected 06-22-23
Ward 3	Vacant			
Ward 4	Kelly Albright	03/22/22	04/28/26	
Ward 5	Vacant			
Ward 6	Wade Moore	05/08/18	04/28/26	
Mayor	Amber Moody	05/12/20		Sec./Tre. elected 06-22-23

  
Tim L. Lyon, City Manager



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard Midwest City, OK 73110  
Office (405) 739-1207  
tlyon@midwestcityok.org  
www.midwestcityok.org

## MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

From: Tim Lyon, General Manager/Administrator

Date: May 28, 2024

Subject: Discussion, consideration, and possible action of re-appointing Amber Moody as the Mayor representative on the Midwest City Memorial Hospital Authority Trust Board of Grantors for a second four-year term ending on May 23, 2028.

---

Mayor Dukes would like to re-appoint Amber Moody as his representative on the Board of Grantors for a four-year term to end on May 23, 2028.

As you may recall, per the Hospital Authority Trust Indenture, Grantors are nominated by the City Council members with two by the Chamber and the City Council appoints them by majority vote. The Grantors meet on call and serve 4-year terms with a limit of 2 terms (terms are consider two-years or more).

The current Grantors include:

Appointee	Name	Appointed	2 <sup>nd</sup> Term Ends	BOG Position
Chamber	Stacy Willard	04/24/18	04/28/26	
Chamber	Vacant			(McGlamery) Chairman elected 06-22-23
Ward 1	Vacant			
Ward 2	Zac Watts	05/25/21	04/28/26	Vice-chair elected 06-22-23
Ward 3	Vacant			
Ward 4	Kelly Albright	03/22/22	04/28/26	
Ward 5	Vacant			
Ward 6	Wade Moore	05/08/18	04/28/26	
Mayor	Amber Moody	05/12/20		Sec./Tre. elected 06-22-23

  
Tim L. Lyon, City Manager



**Memorial Hospital Authority**

General Manager/Administrator, Tim Lyon  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1201  
tlyon@midwestcityok.org  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: May 28, 2024

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

---

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION





## **SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA**

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

May 28, 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, and possible action to approve the February 27, 2024 meeting minutes. (City Clerk - S. Hancock)
  2. 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, LLC for calendar years ending December 31, 2023 and 2022. (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.



CONSENT AGENDA



Notice for the Midwest City Special Economic Development Authority special meetings was filed with the City Clerk of Midwest City 48 hour prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

## Midwest City Economic Development Authority Minutes

February 27, 2024

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

Chairman Matt Dukes called the meeting to order at 7:46 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed*	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

### DISCUSSION ITEM.

#### **1. Discussion, consideration, and possible action to approve the December 12, 2023 meeting minutes.**

Eads made a motion to approve the minutes, seconded by Favors. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

At 7:48 PM Eads made a motion to recess, seconded by Reeds. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none.

At 7:50 PM Eads made a motion to reconvene, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none.

\*Reed left meeting at 7:50 PM.

### EXECUTIVE SESSION.

#### **1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding donation of land and the Urban Renewal Plan area; and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 7:50 PM Eads made a motion to enter into Executive Session, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Absent: Reed.

At 8:46 PM Eads made motion to return to open session, seconded by Favors. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed



Eads made a motion to proceed as discussed, seconded by Favors. Voting aye: Eads, Byrne, Dawkins, Bana, Favors, and Dukes. Nay: none. Absent: Reed

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:46 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Finance Director**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1245

## MEMORANDUM

TO: Economic Development Authority Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: May 28, 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, 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, LLC.

Tiatia Cromar  
Finance Director



May 28, 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 consolidated financial statements of Sooner Town Center, LLC and subsidiaries (collectively, the "Entity"), which comprise the consolidated balance sheets as of December 31, 2023 and December 31, 2022 and the related consolidated statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the consolidated 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 consolidated 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 consolidated 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 May 28, 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 consolidated 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 consolidated financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's consolidated 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 consolidated 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 consolidated 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.



100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1245

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 consolidated 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 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 (consolidated) financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*<sup>®</sup> (ASC) 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. 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 Midwest City Downtown Redevelopment 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.
9. The information included in the Leases footnote to the consolidated financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
10. Rent expense incurred totaled \$1,662,237 for the year ended December 31, 2023 and is properly recorded in the consolidated statement of operations.
11. Based on the Promissory Note Agreement with the City, the Company is able to factor in a cash reserve balance 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 Company did not reserve a cash balance in 2023 related to the Participation Rent Expense calculation.
12. No events have occurred subsequent to the date of the consolidated financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the consolidated financial statements.

SOONER TOWN CENTER, LLC

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Robert C. Collett, Managing Member

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John Cheek, Consultant to Collett as an agent for Sooner Town Center, LLC



100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1245

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Katherine Fox, Chief Financial Officer of Collett as an agent for Sooner Town Center, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

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Tim Lyon, General Manager

**DRAFT**

**Consolidated Financial Statements and  
Report of Independent Certified Public  
Accountants**

**Sooner Town Center, LLC**

December 31, 2023 and 2022

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## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Members  
Sooner Town Center, LLC

### Opinion

We have audited the consolidated financial statements of Sooner Town Center, LLC (an Oklahoma limited liability company) and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated 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 consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

GRANT THORNTON LLP (signed manually)

Charlotte, North Carolina

May 28, 2024

## Sooner Town Center, LLC

## CONSOLIDATED BALANCE SHEETS

December 31,

	<u>2023</u>	<u>2022</u>
<b>ASSETS</b>		
<b>Real property, at cost</b>		
Buildings and building improvements	\$ 33,228,394	\$ 33,110,594
Land improvements and signage	<u>13,217,019</u>	<u>13,217,019</u>
Total real property, at cost	46,445,413	46,327,613
Less: accumulated depreciation	<u>(26,451,082)</u>	<u>(25,202,434)</u>
Real property, net	19,994,331	21,125,179
<b>Other assets</b>		
Cash	619,454	482,429
Restricted cash	4,424,583	4,271,919
Accounts receivable	300,008	229,318
Security deposit trust account	54,179	54,179
Deferred rent receivable	511,551	444,218
Deferred charges and other assets, net	1,137,605	768,005
Right-of-use assets	<u>13,237,216</u>	<u>13,334,186</u>
Total assets	<u>\$ 40,278,927</u>	<u>\$ 40,709,433</u>
<b>LIABILITIES AND MEMBERS' DEFICIT</b>		
<b>Liabilities</b>		
Unearned rent	\$ 255,173	\$ 228,636
Notes payable (net of deferred loan costs of \$1,625,395 and \$1,689,217 at December 31, 2023 and 2022, respectively)	43,871,757	44,564,806
Note payable to members and affiliates	1,000	1,000
Accounts payable and accrued expenses	1,074,764	884,661
Security deposits	54,179	54,179
Lease liabilities	<u>13,237,216</u>	<u>13,334,186</u>
Total liabilities	58,494,089	59,067,468
<b>Members' deficit</b>	<u>(18,215,162)</u>	<u>(18,358,035)</u>
Total liabilities and members' deficit	<u>\$ 40,278,927</u>	<u>\$ 40,709,433</u>

The accompanying notes are an integral part of these consolidated financial statements.

## Sooner Town Center, LLC

## CONSOLIDATED STATEMENTS OF OPERATIONS

Years ended December 31,

	<u>2023</u>	<u>2022</u>
<b>Rental revenues</b>	\$ 7,917,185	\$ 6,929,896
<b>Operating expenses</b>		
Common area maintenance	587,677	564,268
Repairs and other operating expenses	44,884	54,838
Taxes and insurance	854,530	832,535
Administrative	141,341	119,904
Rent expense	1,662,237	1,288,844
Property management fees	292,744	257,943
Depreciation and amortization	<u>1,538,971</u>	<u>1,275,651</u>
Total operating expenses	5,122,384	4,393,983
<b>Other income (expense)</b>		
Interest income	159,246	33,282
Interest expense	<u>(2,231,174)</u>	<u>(2,212,528)</u>
<b>NET INCOME</b>	<u>\$ 722,873</u>	<u>\$ 356,667</u>

The accompanying notes are an integral part of these consolidated financial statements.

## Sooner Town Center, LLC

## CONSOLIDATED STATEMENTS OF CHANGES IN MEMBERS' DEFICIT

Years ended December 31,

<b>Members' deficit, December 31, 2021</b>	\$ (18,038,724)
Net income	356,667
Distributions	<u>(675,978)</u>
<b>Members' deficit, December 31, 2022</b>	(18,358,035)
Net income	722,873
Distributions	<u>(580,000)</u>
<b>Members' deficit, December 31, 2023</b>	<u><u>\$ (18,215,162)</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

## Sooner Town Center, LLC

## CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended December 31,

	<u>2023</u>	<u>2022</u>
<b>Cash flows from operating activities:</b>		
Net income	\$ 722,873	\$ 356,667
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,248,648	1,039,979
Amortization	290,323	235,672
Amortization of right-of-use assets	96,970	91,856
Deferred rent receivable	(89,049)	(15,135)
Changes in operating assets and liabilities:		
Accounts receivable	(70,690)	(23,112)
Deferred charges and other assets	(592,566)	(217,919)
Unearned rent	26,537	(54,991)
Accounts payable and accrued expenses	265,988	(184,287)
Lease liabilities	(96,970)	(91,856)
	<u>1,802,064</u>	<u>1,136,874</u>
<b>Cash flows from investing activities:</b>		
Additions to buildings and improvements	<u>(171,969)</u>	<u>(965,179)</u>
	<u>(171,969)</u>	<u>(965,179)</u>
<b>Cash flows from financing activities:</b>		
Repayments on notes payable	(995,000)	(965,000)
Proceeds from line of credit	341,450	704,023
Payments on line of credit	(35,683)	-
Payments on notes payable	(67,638)	-
Cash paid for deferred financing costs	(3,535)	(43,988)
Member distributions	<u>(580,000)</u>	<u>(675,978)</u>
	<u>(1,340,406)</u>	<u>(980,943)</u>
<b>NET INCREASE/(DECREASE) IN CASH</b>	289,689	(809,248)
<b>Cash and restricted cash, beginning of year</b>	<u>4,754,348</u>	<u>5,563,596</u>
<b>Cash and restricted cash, end of year</b>	<u>\$ 5,044,037</u>	<u>\$ 4,754,348</u>
<b>Supplemental disclosures of cash flow information:</b>		
Cash paid for interest	<u>\$ 2,242,425</u>	<u>\$ 2,221,893</u>
<b>Supplemental schedule of noncash investing activity:</b>		
Additions to right-of-use assets and lease liabilities	<u>\$ -</u>	<u>\$ 13,426,042</u>
Additions to property and equipment funded by accounts payable	<u>\$ -</u>	<u>\$ 54,169</u>

The accompanying notes are an integral part of these consolidated financial statements.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2023 and 2022

**NOTE 1 - SUMMARY OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES*****Organization***

Sooner Town Center, LLC (an Oklahoma limited liability company) (STC) (the Company) was organized in June 2002 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. STC develops and operates a retail center (the Project) located in Midwest City, Oklahoma (the City). The Project is defined by a Redevelopment Agreement between the City and STC as authorized by the Oklahoma Local Development Act. Under the terms of the agreement, the City leases the Project land to STC under two ground leases. The City is considered to be a related party for financial reporting purposes. STC is responsible for the 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.

***Cash***

Cash includes cash and cash equivalents. The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

***Restricted Cash***

The Company maintained restricted cash balances of \$4,424,583 and \$4,271,919 as of December 31, 2023 and 2022, respectively. The balance includes utility deposits of \$1,032 and \$2,368 as of December 31, 2023 and 2022, respectively. Additionally, the Company's debt agreement (described in Note 2) requires additional funds to be held in escrow.

***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.

The Company's tenants engage in a wide variety of businesses. One tenant accounted for 10% of total base rental revenue for the year ended December 31, 2023. Two tenants accounted for 12% and 10% of total base rental revenue, respectively, for the year ended December 31, 2022. Four tenants comprised roughly 26%, 23%, 22% and 13% of accounts receivable, respectively, as of December 31, 2023. Three tenants comprised roughly 37%, 29% and 14% of accounts receivable, respectively, as of December 31, 2022.

The Company maintains its cash in a commercial bank. Substantially all of the Company's cash and cash equivalents are held in noninterest-bearing accounts. 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 consolidated 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 the Company's bonds which was approximately 5.43%. Lease right-of-use assets include initial direct costs incurred by the Company and are presented net of deferred rent

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

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 consolidated 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 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 tenant leases. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the noncancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$1,417,706 and \$1,038,683 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 consolidated statements of operations. Receivables relating to these recoveries totaled \$173,625 and \$229,318 as of December 31, 2023 and 2022, respectively, and are recognized as accounts receivable on the accompanying consolidated balance sheets. If it becomes probable a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations. Interest income is recognized as it is earned.

Rent payments received in advance from tenants is recognized as unearned rent on the accompanying consolidated balance sheets. Unearned rent as of December 31, 2023 and 2022 was \$255,173 and \$228,636, respectively.

The aggregate excess of rental revenue recognized on a straight-line basis over rents due in accordance with the provisions of the leases was \$511,551 and \$444,218 at December 31, 2023 and 2022, respectively, and is recognized as deferred rent receivable on the accompanying consolidated balance sheets.

The Project consists of 629,343 square feet of retail space and 13 outparcel sites and was completed in 2015. At December 31, 2023, tenants occupying 624,343 square feet and 13 of the outparcel sites were operating under noncancelable leases providing for future minimum rents of \$29,050,460.



## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

Future minimum rents receivable under noncancelable 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	\$ 6,199,334
2025	5,353,929
2026	4,122,920
2027	3,038,204
2028	1,545,426
Thereafter	<u>8,790,647</u>
	<u>\$ 29,050,460</u>

Rent and receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for expected credit losses 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. Rent and receivables are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for expected credit losses at December 31, 2023 and 2022.

***Real Property***

Buildings and building improvements 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. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$1,248,648 and \$1,039,979 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 for the years ended 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 \$5,256,103 and \$4,866,297, respectively, with accumulated amortization of \$4,366,914 and \$4,180,606, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$186,308 and \$161,220 is

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

included in depreciation and amortization in the accompanying consolidated statements of operations for the years ended December 31, 2023 and 2022, respectively.

Other assets include debt issuance costs on the line of credit, regardless of whether there are any outstanding borrowings on the arrangement. The Company had debt issuance costs related to the line of credit of \$43,989 as of December 31, 2023 and 2022, and recognized \$36,658 and \$7,331 in amortization expense during the years ended December 31, 2023 and 2022, respectively.

Deferred charges and other assets also include \$248,416 and \$45,657 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 consolidated 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.

**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.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

## NOTE 2 - NOTES PAYABLE

Notes payable outstanding at December 31 consisted of:

	<u>2023</u>	<u>2022</u>
Principal balance	\$ 45,497,152	\$ 46,254,023
Less: unamortized deferred loan costs	<u>(1,625,395)</u>	<u>(1,689,217)</u>
Notes payable less unamortized deferred loan costs	<u>\$ 44,871,757</u>	<u>\$ 44,564,806</u>

On February 28, 2018, the Company entered into a Loan Agreement (the Loan) with the Midwest City Economic Development Authority (MWCEDA), a related party, in the amount of \$49,155,000. The MWCEDA is a public trust created for the benefit of the City, for the purpose of issuing Series 2018 Economic Development Revenue Bonds (Bonds), the proceeds of which were used to fund the Loan to the Company. Proceeds of the Loan were used to (1) repay all the Company's existing debt, (2) fund certain reserves defined in the Loan Agreement and (3) pay the cost of issuing the Bonds.

All the Company's assets are pledged to the MWCEDA as collateral for the Loan under a Leasehold Mortgage and Assignment of Rents. Additionally, the City conveyed all Project land and assigned the leases as collateral described in Note 3 to the MWCEDA. The MWCEDA in turn pledged the Leasehold Mortgage, Project land and leases as collateral for the Bonds. Payments required under the Loan Agreement mirror the Bonds repayment schedule. The City has provided additional collateral in the form of a guaranty by the Midwest City Municipal Authority, lessee and operator of the City water and sewer systems, of any shortfall in Loan payments. The Company pays the City a Credit Enhancement Fee equal to 0.5% of the outstanding Bonds balance as defined, as compensation for the additional collateral provided by the City.

Loan payment terms specify that the annual payment be an amount sufficient to fund the Bonds repayment schedule, the Credit Enhancement Fee, administrative expenses, tenant improvements and maintain certain escrow balances as defined in the Loan Agreement. The Bonds are administered by a Trustee appointed by the MWCEDA. The Trustee provides the Company with an annual payment amount required to fund the Bonds obligation, which the Company remits to the Trustee in 12 equal installments. The effective interest rate of the Bonds issued is 4.94% and the Company incurred interest expense of \$2,170,248 in 2023 and \$2,207,631 in 2022 applicable to the Loan. Scheduled future Bonds principal payments are the following:

	<u>Amount</u>
2024	\$ 1,025,000
2025	1,060,000
2026	1,100,000
2027	1,140,000
2028	1,180,000
Thereafter	<u>39,050,000</u>
	<u>\$ 44,555,000</u>

Escrow and reserve balances required by the Bonds Indenture were \$4,423,551 and \$4,269,552 at December 31, 2023 and 2022, respectively, and are included in restricted cash on the consolidated balance sheets.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**

**December 31, 2023 and 2022**

The Loan Agreement requires, among other things, that the Company maintain a debt Coverage Ratio of 1.20. If this is not achieved, the Company must make additional payments to a Supplemental Reserve Fund maintained by the Bonds Trustee. The coverage is tested annually for the 12 months ending January 31, and the Company was in compliance for the January 31, 2023 testing period and continued to be in compliance as of December 31, 2023.

On October 21, 2022, the Company entered into a line of credit agreement with FNB Community Bank. The line of credit is for a maximum principal amount of \$2,000,000 with a maturity date of November 1, 2024. The interest rate on the line of credit is 7.36% per annum. The purpose of the line of credit is to fund tenant upfit work. The outstanding principal balance on this line of credit at December 31, 2023 and 2022 was \$133,001 and \$704,023, respectively. Interest expense incurred for the year ended December 31, 2023 and 2022 was \$27,845 and \$4,897, respectively.

As tenant upfit work was completed, the associated principal balance drawn from the line of credit was rolled into notes payable. Three such notes payable were entered into during 2023 with FNB Community Bank. The maturity dates of these notes range between January 10, 2028 and September 10, 2028. The interest rates range between 6.87% and 7.29%. The total outstanding principal balance on these notes payable totaled \$809,151 as of December 31, 2023. Interest expense incurred for the year ended December 31, 2023 was \$33,081. Schedule future notes payable principal payments are the following:

	<u>Amount</u>
2024	\$ 289,554
2025	168,200
2026	180,544
2027	193,794
2028	110,060
Thereafter	<u>-</u>
	<u>\$ 942,152</u>

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 debt agreement. The Company's loan costs total \$2,017,170 and \$2,013,635 as of December 31, 2023 and 2022, respectively, with accumulated amortization totaling \$391,775 and \$324,418 as of December 31, 2023 and 2022, respectively. Loan cost amortization expense of \$67,357 and \$67,121 is included in depreciation and amortization in the accompanying consolidated statements of operations for the years ended December 31, 2023 and 2022, respectively.

**NOTE 3 - LEASES**

Sooner Town Center, LLC leases the Project land from the City under two ground leases, designated anchor and general. Both leases have terms commencing on June 1, 2004, with rent commencement on February 12, 2006, and expiring on October 31, 2062. Subsequent to rent commencement, the anchor ground lease rent is \$510,000 annually. The general ground lease provides for three tiers of rent - general ground rent of \$1 per year, preferred rent of \$305,000 annually, payable to the extent of net operating income in excess of debt service as defined in the Redevelopment Agreement, and participation rent equivalent to 50% of net operating income in excess of debt service remaining after payment of preferred rent. Preferred rent is cumulative after the Project is 50% leased. To the extent that calculated preferred rent payable is less than \$305,000, the difference is accrued and is payable when future net operating income in excess of debt service is sufficient. Participation rent expense totaled \$847,236 and \$473,843

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

for the years ended December 31, 2023 and 2022, respectively. Total rental expense totaled \$1,652,612 and \$1,288,844 for the years ended December 31, 2023 and 2022, respectively. Rent expense incurred and unpaid totaled \$251,456 and (\$6,155) as of December 31, 2023 and 2022, respectively. These balances are included in accounts payable and accrued expenses on the accompanying consolidated balance sheets.

Supplemental balance sheet information related to the Company's leases with respect to general ground rent and preferred rent is as follows:

Maturities of lease liabilities by fiscal year as of December 31, 2023 are as follows:

2024	\$ 815,000
2025	815,000
2026	815,000
2027	815,000
2028	815,000
Thereafter	<u>27,574,168</u>
Total lease payments	31,649,168
Less: imputed interest	<u>(18,411,952)</u>
Present value of lease liabilities	<u>\$ 13,237,216</u>

**NOTE 4 - RELATED-PARTY TRANSACTIONS AND BALANCES**

Collett & Associates, LLC (Collett), an affiliated property management company, provides management and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections, net of anchor ground lease rent, for providing property management services. Such fees totaled \$289,556 and \$257,350 for the years ended December 31, 2023 and 2022, respectively, and are included in property management fees on the consolidated statements of operations. Additionally, tenant security deposits are held in a trust account maintained by Collett, consistent with industry practice and regulatory requirements. Amounts due under this arrangement are recognized as security deposit trust account and totaled \$54,179 as of December 31, 2023 and 2022. The Company paid nominal amounts for various expense reimbursements to Collett, which are recorded as general and administrative expenses, for both years ended December 31, 2023 and 2022.

The Company paid \$0 and \$17,900 in development and project administration fees to Collett during the years ended December 31, 2023 and 2022, respectively, for services related to the development and construction during the year. These costs are included within the buildings and building improvements line item and the construction in progress line item on the consolidated balance sheets as of December 31, 2023 and 2022, respectively. The Company paid \$14,125 and \$0 in construction management and accounting fees during the years ended December 31, 2023 and 2022, respectively, which are included in various operating expense captions on the consolidated statements of operations. In addition, the Company paid \$43,500 and \$30,450 leasing commissions to Collett for the years ended December 31, 2023 and 2022 respectively, which are included within deferred charges and other assets on the consolidated balance sheets.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing services to the Company. The Company paid \$78,603 and \$65,370 in leasing commissions to SIR for the years ended December 31, 2023 and 2022, respectively, which is included within deferred charges and other assets on the consolidated balance sheets.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

December 31, 2023 and 2022

The Company paid \$22,408 and \$26,474 in utilities expense to the City for the years ended December 31, 2023 and 2022, respectively, which is included in common area maintenance expenses in the consolidated statements of operations.

The Company subleases part of the Project land to Sooner Town Center II, LLC (STC II), a related party. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. Annual rent for the first 10 years is \$45,000. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter. Straight-line rental income for this lease totaled \$65,609 for the years ended December 31, 2023 and 2022. These amounts are included in the future minimum rents receivable schedule included in Note 1.

As of December 31, 2023 and 2022, the Company has an outstanding loan balance with RC Collett, Inc., an affiliated entity, of \$1,000.

**NOTE 5 - SUBSEQUENT EVENTS**

The Company has analyzed its operations subsequent to December 31, 2023 through **May 28, 2024**, the date the consolidated financial statements were available to be issued. All subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

SUPPLEMENTARY INFORMATION

## Sooner Town Center, LLC

## SCHEDULE I - NET OPERATING INCOME

Year ended December 31, 2023

<b>Rental revenues</b>	\$ 7,917,185
Less: Anchor ground lease revenue up to related expense	<u>(510,000)</u>
Rental revenues excluding anchor tenant	7,407,185
<b>Adjustments for cash basis</b>	
Deferred rent receivable, net	(89,049)
Common area maintenance receivable	(70,690)
Unearned rent	<u>26,537</u>
Gross operating revenue (subtenant rents, cash basis)	<u>7,273,983</u>
<b>Allowable expenses</b>	
Operating expenses	5,122,384
Less: Anchor tenant rent expense	(510,000)
Plus: Additions to project development costs	<u>210,517</u>
Allowable expenses, net of anchor tenant rent expense	4,822,901
<b>Adjustments for noncash expenses</b>	
Depreciation and amortization	(1,538,971)
<b>Other adjustments</b>	
Interest income	(159,246)
Preferred rent expense, accrued or paid	(305,000)
Participation rent expense, accrued or paid	<u>(847,236)</u>
Allowable expenses, net	<u>1,972,448</u>
Net operating income per Redevelopment Agreement (1)	<u><u>\$ 5,301,535</u></u>

- (1) The Midwest City Downtown Redevelopment (Redevelopment Agreement) Ground Lease 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 (excluding anchor ground lease up to \$510,000), 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 (excluding anchor ground lease) 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. After the City issues Certificates of Completion on Improvements, the construction loan interest will be included in Operating Expenses to the extent that such interest can no longer be drawn on under the applicable construction loan. Non-cash expenditures such as depreciation and amortization shall not be applicable construction loan. 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, LLC

## SCHEDULE II - DEBT SERVICE

Year ended December 31, 2023

**Debt service**

Interest expense on debt	\$ 2,231,174
Debt principal payments	1,062,638
Net change in bond escrows	<u>8,250</u>
Total debt service (2)	<u>\$ 3,302,062</u>

- (2) The Redevelopment Agreement defines Debt Service as principal and interest on all loan(s) on the Project (excluding those under the anchor ground lease) or any portion thereof, exclusive of (1) any interest under any construction loan which is funded by draws under such Construction Loan and (2) interest carry costs treated as preferred rent.

## Sooner Town Center, LLC

## SCHEDULE III - NET CASH FLOW

Year ended December 31, 2023

<b>Net operating income per Redevelopment Agreement</b>	\$ 5,301,535
Less: debt service	<u>(3,302,062)</u>
Net cash flow	1,999,473
Less: preferred rent	(305,000)
Less: general ground lease	<u>(1)</u>
Net cash flow, after preferred rent and general ground lease	1,694,472
<b>Participation rent factor</b>	<u>50%</u>
Participation rent (3)	<u><u>\$ 847,236</u></u>

(3) For purposes of determining Participation Rent, the Redevelopment 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 General Ground Lease payment and Preferred Rent. All Participation Rent is subordinate to these payments. The annual lease payment for General Ground Lease is \$1, due to the City annually. Preferred Rent is the first \$305,000 of Net Operating Income after payment of the General Ground Lease Payment and Debt Service.

Sooner Town Center, LLC

SCHEDULE IV - SUBTENANT RENTS

Year ended December 31, 2023

<b>Subtenant rents, excluding the anchor ground lease</b>	<u>\$ 7,273,983</u>
Gross operating revenue (subtenant rents, cash basis)(4)	<u><u>\$ 7,273,983</u></u>

(4) Refer to page 17 for the calculation of Gross operating revenue (subtenant rents) which is computed on the cash basis.



NEW BUSINESS/  
PUBLIC DISCUSSION

