



## CITY OF MIDWEST CITY MEETINGS

FOR AUGUST 24, 2021

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

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

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

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

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### CITY COUNCIL AGENDA

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

August 24, 2021 – 6:00 PM

Presiding members: Mayor Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by
- Pledge of Allegiance by
- Community-related announcements and comments
- Mayoral Proclamation for retiree Jennifer Schones

- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration for adoption, including any possible amendment of, the August 10, 2021 meeting minutes. (City Clerk - S. Hancock)
  2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of July 2021. (Finance - T. Cromar)
  3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Police Impound Fees Fund, expenditures/Police Department (62) \$5,000. Street Light Fee Fund, expenditures/General Government (14) \$85,573. CDBG Fund, expenditures /Grants Management (39) \$493,292; decrease expenditures/Grants Management (39) \$56,584. Increase: Fire Department Fund, expenditures/Transfers Out (64) \$37,000. 2018 Election GO Bonds Fund, revenue/Transfers In (64) \$37,000; expenditures/Fire Department (64) \$37,000. General Gov't Sales Tax Fund, expenditures/City Manager (01) \$12,536; expenditures/Personnel (03) \$99,400; expenditures/Community Development (05) \$107,922; expenditures/Park & Rec (06) \$17,758; expenditures /Street (09) \$52,256; expenditures/Animal Welfare (10) \$4,755; expenditures /Municipal Court (12) \$2,090; expenditures/General Government (14) \$70,150; expenditures/Neighborhood Svcs (15) \$3,800; expenditures/I.T. (16) \$188,263; expenditures/Swimming Pools (19) \$12,088; expenditures/Senior Center (55) \$41,500. Capital Outlay Reserve Fund, expenditures/General Government (14) \$284,329. Street & Alley Fund, expenditures/Street (09) \$350,221. Technology Fund, expenditures /General Government (14) \$33,204. Reimbursed Projects Fund, expenditures/Community Development (05) \$19,307; expenditures/Street (09) \$10,000; expenditures/Animal Welfare (10) \$1,465; expenditures/General Government (14) \$5,402. Police Capitalization Fund, expenditures/Police Department (62) \$243,765. Juvenile Fund, expenditures/Municipal Court (12) \$600. Police State Seizures Fund, expenditures/Police Department (62) \$3,280. Fire Capitalization Fund, expenditures /Fire Department (64) \$306,601. Dedicated Tax 2012 Fund, expenditures/Park & Rec (06) \$84,864; expenditures/Street (09) \$22,933; expenditures/Parks (23) \$415,633; expenditures/Economic (87) \$3,452. Public Works Fund, expenditures/Public Works (30) \$128,883. Fleet Fund, expenditures/Fleet (25) \$134,769. Surplus Property Fund, expenditures/Surplus Property (26) \$5,500. Activity Fund, expenditures/Recreation (78) \$20,000. Park & Recreation Fund, expenditures/Park & Rec (06) \$71,917. CDBG Fund, expenditures/Grants Management (39) \$1,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$731,804. Downtown Redevelopment Fund, expenditures/29<sup>th</sup> Street (92) \$462,000. 2018 Election GO Bonds Fund, expenditures/ Park & Rec (06) \$1,257,405; expenditures/Street (09) \$7,807,894; expenditures/ Animal Welfare (10) \$27,075; expenditures/General Government (14) \$2,057,107; expenditures/Emergency Operations Fund (21) \$22,770; expenditures/Fire Department (64) \$1,181,552; expenditures/29<sup>th</sup> Street (92) \$2,355. 2018 Election GO Bonds – Proprietary Fund, expenditures/JC Regional Golf (47) \$211,575; expenditures/Capital Water Improvements (49) \$5,089. Police Impound Fees Fund, expenditures/Police Department (62) \$3,044; expenditures/Transfers Out (62) \$2,137. Emergency Operations Fund, revenue/Transfers In (00) \$10,000; expenditures/Emergency

Operations Fund (21) \$6,010. MWC Fire Department Fund, revenue/Transfers In (00) \$10,836. Grants/Housing Activities Fund, revenue/Intergovernmental (37) \$95,000; expenditures/Housing (37) \$95,000. Grant Funds, revenue/Intergovernmental (21) \$265,733; expenditures/Emergency Operations (21) \$10,000; revenue/Intergovernmental (62) \$110,185; revenue/Transfers In (62) \$2,137; expenditures /Police Department (62) \$100,141; expenditures/Fire Department (64) \$1,077; expenditures/Transfers Out (64) \$10,836. (Finance - T. Cromar)

4. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
5. Discussion and consideration of approving the Third Amendment to and entering into the Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, Oklahoma City, and Edmond expiring on June 30, 2022. (City Manager - T. Lyon)
6. Discussion and consideration of approving and including any possible amendment of a resolution maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for fiscal year 2022. (Emergency Management - D. Wagner)
7. Discussion and consideration of accepting a grant of Permanent Waterline Easement from Preston Grove Community, LLC., across a certain parcel of land located within the corporate boundaries of Midwest City in Lot 9 of Thomas Acres, being part of the Southwest Quarter (SW/4) of Section Twenty Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, also known as 9070 NE 13th. (Community Development - B. Bundy)
8. Discussion and consideration for adoption, including any possible amendment of renewing a contract, with modifications, for FY 21-22 Public Works General and Emergency Services with Silver Star Construction Company. (Public Works - R. Paul Streets)
9. Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day. (Police - S. Porter)
10. Discussion and consideration for adoption, including any amendment of entering into a change order contract with Guernsey for construction, engineering, and design services on the police and fire-training center and burn facility for \$227,640.00. (Fire - B. Norton)

11. Discussion and consideration for adoption, including any possible amendment of, Change Order #4 amending the contract with Shiloh Enterprises, Inc. to construct the Animal Services Center in an increase of \$9,240.20 to add three items and adding 63 additional days of time related to delays caused by COVID-19. (Community Development - B. Bundy)
12. Discussion and consideration, including any possible amendment of the re-appointing of Earl Foster, Dean Hinton, and Christine Price Allen to the ADA Transition Plan Committee. (Community Development - B. Bundy)

D. DISCUSSION ITEMS.

1. (PC – 2083) Discussion and consideration of adoption, including any possible amendment of the Aspen Ridge Section 3 Replat for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W. (Community Development - B. Harless)
2. (PC-2084) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict HOS, Hospitality, to R-HD, High Density Residential and a resolution to amend the Comprehensive Plan from MDR, Medium Density Residential, to HDR, High Density Residential, for the property described as Lots 9, 10, 11, 12, 13 and 14 of Block 2 in the Aviation Acres Addition. These lots are addressed as 5901, 5905, 5909, 5913 and 6001 Will Rogers Rd. (Community Development - B. Harless)
3. (PC-2085) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and R-6, Single Family Residential to R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential, and OR, Office Retail, to MDR, Medium Density Residential, for the property described as a part of the SW/4 of Section 34, T-12-N, R-2-W, located at 2905 and 2913 N. Glenhaven Drive and 198 and 208 Marlow Drive. (Community Development - B. Harless)
4. (PC-2086) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential with a Special Use Permit for a Church to R-6, Single Family Detached Residential and C-1, Restricted Commercial, for the property described as 9105 and 9107 East Reno Ave. (Community Development - B. Harless)
5. (PC-2087) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential with a Special Use Permit for a Lodge to PUD, Planned Unit Development governed by the C-4, General Commercial District and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COM, Commercial for the property described as a part of the SE/4 of Section 35, T-12-N, R-2-W, located at 8713 East Main Street. (Community Development - B. Harless)

- E. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
- F. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)
- G. FURTHER INFORMATION.
1. Review of the monthly Neighborhood Services report for July 2021. (Neighborhood Services - M. Stroh)
- H. ADJOURNMENT.





CONSENT AGENDA



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

## **Midwest City Council Minutes**

**August 10, 2021**

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

Mayor Matt Dukes called the meeting to order at 6:01 PM with following members present:

Ward 1 Susan Eads	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Christine Allen	City Clerk Sara Hancock
Ward 3 Española Bowen	Ward 6 Rick Favors	City Attorney Don Maisch

**OPENING BUSINESS.** Assistant City Manager Vaughn Sullivan opened with the invocation, followed by Pledge of Allegiance led by Boy Scout, Hayden Loudermilk. Staff and Council made community-related announcements. Retiree Tom Owen was presented a proclamation and plaque from Mayor Dukes and City Manager Tim Lyon.

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

1. Discussion and consideration for adoption, including any possible amendment of, the July 27, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenditures /Community Development (05) \$3,273; expenditures/Neighborhood Services (15) \$360; expenditures/Housing (37) \$45,000; expenditures/Economic (87) \$96,934. Capital Improvements Fund, expenditures/Capital Improvements (57) \$64,128.
3. Discussion and consideration for adoption, including any possible amendment, of Amendment No. 2 to consulting contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in the reduced amount of \$27,600.00 for a new total contract amount not to exceed \$371,000.00.
4. Discussion and consideration for adoption of, including any possible amendment to, Change Order No. 1 to United Golf, LLC, construction contract associated with renovations at John Conrad Municipal Golf Course, in the increased total amount of \$38,101.08.
5. Discussion and consideration for adoption, including any possible amendment to, Amendment No. 2 to the United Golf, LLC construction contract associated with renovations at John Conrad Municipal Golf Course, in the increased total amount of \$114,987.50.
6. Discussion and consideration of adoption, including any possible amendments to, Change Order No. 2 to Lippert Brothers Construction Co., Inc. contract associated with the construction of the Multi-Purpose Sports Complex, in the increased total amount of \$96,012.29.

7. Discussion, consideration and possible action to amend and/or renew the Lease Agreement with Dr. William G. Bozalis, DDS, for one (1) year beginning September 1, 2021, at a monthly rental rate of \$1,600 for Suite #9, 2828 Parklawn Drive.
8. Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Services Agreement for fiscal year 2021-22 with the Town of Jones for animal care services at an intake rate of \$240.00 per dog or cat being held up to seven days.
9. Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Commercial Construction Services, L.L.C. in the amount of \$3,434.00, respectively.
10. Discussion and consideration for adoption, including any possible amendment to the reappointment of Mike Anderson, Ward 1, Greta Stewart, Ward 3, and Kathy Gain, Ward 5 appointees on the Citizens' Advisory Committee on Housing and Community Development for additional four-year terms.
11. Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.

#### DISCUSSION ITEMS.

1. **Discussion and consideration of adopting, including any possible amendment, a 4.5 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2021.** Bradley addressed the council. After Staff and Council discussion, Bowen made a motion to approve the increase, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Allen, Reed, Favors, and Dukes. Nay: None. Motion carried.
2. **Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2021, through June 30, 2022.** Bradley addressed the council. Byrne made a motion to approve the agreement, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed, Favors, and Dukes. Nay: None. Motion carried.
3. **Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2021, through June 30, 2022.** Bradley address the council. After Staff and Council discussion, Byrne made a motion to approve the agreement, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed, Favors, and Dukes. Nay: None. Motion carried.
4. **Discussion and consideration for adoption, including any amendments, of a Resolution to delegate certain duties from the City Council to the City Manager as authorized by Article III, Section 3, Paragraph 7 of the City Charter.** Maisch addressed the council. Byrne made a motion to approve the Resolution 2021-23, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Allen, Reed, Favors, and Dukes. Nay: None. Motion carried.



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

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 6:22 PM.

ATTEST:

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MATTEW D. DUKES II, Mayor

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SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: August 24, 2021

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

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

**Public Works Admin (75)** decreased due to the payments for:

GIS allocations	<\$149,393>
Hardware/Software maintenance	<\$78,333>

**Hotel/Conference Center (195)** had an operational loss of \$51,718 in July.

**Risk Management (202)** decreased because of the following activities:

Payments to OK Municipal Assurance Group	<\$440,744>
Payment to States Self-Insurers Risk Retention	<\$125,975>

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

Various Capital Outlay	<\$1,521,581>
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**2018 G.O. Bonds Proprietary (271)** decreased because of the payments for:

Various Capital Outlay	<\$786,435>
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**MWC Hospital Authority (425)** activities for July:

Compounded Principal (9010) - unrealized gain on investment	\$1,743,615
- transfer to 9050	<\$1,883,673>
- transfer to 9080	<\$627,891>
Discretionary (9050) - unrealized gain on investment	\$493,088
- transfer from 9010	\$1,883,673
H. A. Grants (9080) - transfer from 9010	\$627,891

*Tiatia Cromar*

Tiatia Cromar  
Finance Director/ City Treasurer

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

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	4,569,421	-	4,541,773	236,478	(208,830)	27,648	4,569,421
10	GENERAL	10,479,253	(159,511)	10,404,097	3,589,010	(3,673,366)	(84,355)	10,319,741
11	CAPITAL OUTLAY RESERVE	741,561	-	741,398	163	-	163	741,561
13	STREET AND ALLEY FUND	1,601,817	-	1,617,200	69,698	(85,081)	(15,383)	1,601,817
14	TECHNOLOGY FUND	433,894	-	433,563	28,127	(27,796)	331	433,894
15	STREET LIGHT FEE	1,741,921	-	1,747,738	56,468	(62,284)	(5,817)	1,741,921
16	REIMBURSED PROJECTS	1,062,501	-	1,055,221	13,127	(5,847)	7,280	1,062,501
17	29TH & DOUGLAS PROPERTY	3,059	-	291	10,001	(7,232)	2,768	3,059
20	MWC POLICE DEPARTMENT	8,564,112	(2,658)	8,840,718	1,491,696	(1,770,960)	(279,263)	8,561,454
21	POLICE CAPITALIZATION	846,903	-	724,080	137,774	(14,951)	122,823	846,903
25	JUVENILE FUND	37,640	-	38,163	8,166	(8,689)	(523)	37,640
30	POLICE STATE SEIZURES	87,298	-	87,864	19	(585)	(566)	87,298
31	SPECIAL POLICE PROJECTS	88,631	-	87,241	2,519	(1,130)	1,389	88,631
33	POLICE FEDERAL PROJECTS	49,906	-	48,467	1,439	-	1,439	49,906
34	POLICE LAB FEE FUND	26,284	-	25,123	1,161	-	1,161	26,284
35	EMPLOYEE ACTIVITY FUND	24,477	-	24,677	186	(386)	(201)	24,476
36	JAIL	144,791	-	148,088	5,394	(8,692)	(3,297)	144,791
37	POLICE IMPOUND FEE	116,134	-	114,337	2,425	(628)	1,797	116,134
40	MWC FIRE DEPARTMENT	5,565,151	(4)	5,798,220	1,162,007	(1,395,081)	(233,073)	5,565,147
41	FIRE CAPITALIZATION	1,313,565	-	1,263,814	74,788	(25,037)	49,751	1,313,565
45	MWC WELCOME CENTER	355,564	3	337,163	21,582	(3,178)	18,404	355,567
46	CONV / VISITORS BUREAU	296,604	-	276,171	39,988	(19,554)	20,433	296,604
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	709,662	-	710,068	44,900	(45,306)	(406)	709,662
61	STORM WATER QUALITY	1,184,298	-	1,183,745	77,999	(77,446)	553	1,184,298
65	STREET TAX FUND	1,905,729	-	1,868,157	44,197	(6,625)	37,572	1,905,729
70	EMERGENCY OPER FUND	811,497	-	838,966	46,756	(74,225)	(27,468)	811,497
75	PUBLIC WORKS ADMIN	416,280	-	630,577	125,213	(339,510)	(214,297)	416,280
80	INTERSERVICE FUND	719,918	-	718,232	232,983	(231,297)	1,686	719,918
81	SURPLUS PROPERTY	574,744	(456,375)	119,209	4,182	(5,022)	(840)	118,369
115	ACTIVITY FUND	360,272	92	358,955	5,644	(4,236)	1,409	360,364
123	PARK & RECREATION	735,500	(150)	723,200	54,480	(42,330)	12,150	735,350
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	68,228	(68,228)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	164,932	10,000	169,787	15,728	(10,583)	5,145	174,932
143	GRANT FUNDS	6,447,086	(6,387,086)	60,000	10,344	(10,344)	-	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,615,702	-	2,538,212	77,490	-	77,490	2,615,702
172	CAP. WATER IMP-WALKER	1,747,776	-	1,703,191	44,841	(255)	44,586	1,747,776
178	CONST LOAN PAYMENT REV	3,514,043	(15,358)	3,428,570	70,530	(415)	70,115	3,498,685
184	SEWER BACKUP FUND	80,142	-	80,124	18	-	18	80,142
186	SEWER CONSTRUCTION	5,639,656	(175,000)	5,345,887	136,871	(18,102)	118,769	5,464,656
187	UTILITY SERVICES	472,688	(924)	465,084	110,016	(103,336)	6,681	471,765
188	CAP. SEWER IMP.-STROTH	820,896	-	746,433	74,903	(440)	74,463	820,896
189	UTILITIES CAPITAL OUTLAY	2,237,028	(88,314)	2,128,425	34,286	(13,997)	20,290	2,148,714
190	MWC SANITATION DEPARTMENT	4,916,568	-	4,703,029	779,655	(566,115)	213,539	4,916,568
191	MWC WATER DEPARTMENT	3,783,161	-	3,857,782	666,205	(740,826)	(74,621)	3,783,161
192	MWC SEWER DEPARTMENT	2,907,286	(401)	2,796,457	753,941	(643,512)	110,428	2,906,885
193	MWC UTILITIES AUTHORITY	952,127	-	951,918	209	-	209	952,127
194	DOWNTOWN REDEVELOPMENT	584,619	(5,045)	579,446	128	-	128	579,574
195	HOTEL/CONFERENCE CENTER	319,927	(621,241)	(249,597)	165,309	(217,027)	(51,718)	(301,315)
196	HOTEL 4% FF&E	735,169	(156,883)	601,751	507,226	(530,692)	(23,465)	578,286
197	JOHN CONRAD REGIONAL GOLF	301,611	(144,335)	176,484	36,321	(55,529)	(19,208)	157,277
201	URBAN RENEWAL AUTHORITY	20,507	-	21,797	4	(1,295)	(1,291)	20,507
202	RISK MANAGEMENT	732,233	(37)	1,322,592	75,274	(665,669)	(590,395)	732,196
204	WORKERS COMP	3,835,711	-	3,795,625	77,669	(37,583)	40,086	3,835,711
220	ANIMALS BEST FRIEND	65,476	-	66,529	1,628	(2,681)	(1,053)	65,476
225	HOTEL MOTEL FUND	-	-	-	71,290	(71,290)	-	-
230	CUSTOMER DEPOSITS	1,556,481	(1,556,481)	-	342	(342)	-	-
235	MUNICIPAL COURT	104,428	(104,428)	-	23	(23)	-	-
240	L & H BENEFITS	1,604,942	(42,033)	1,440,177	832,801	(710,070)	122,731	1,562,909
250	CAPITAL IMP REV BOND	9,944,023	(50,015,242)	(40,093,181)	1,327,944	(1,305,981)	21,962	(40,071,218)
269	2002 G.O. STREET BOND	316,787	-	316,717	69	-	69	316,787
270	2018 ELECTION G.O. BOND	27,005,191	(276,509)	28,243,801	6,462	(1,521,581)	(1,515,119)	26,728,682
271	2018 G.O. BONDS PROPRIETARY	6,516,025	(197,882)	7,103,148	1,431	(786,435)	(785,005)	6,318,143
310	DISASTER RELIEF	9,043,654	(185,273)	8,912,238	22,705	(76,562)	(53,856)	8,858,381
340	REVENUE BOND SINKING FUND	-	-	-	556,435	(556,435)	-	-
350	G. O. DEBT SERVICES	2,425,122	(14,576)	2,395,523	15,555	(532)	15,023	2,410,546
352	SOONER ROSE TIF	788,033	-	758,227	33,307	(3,500)	29,807	788,033
353	ECONOMIC DEV AUTHORITY	53,773,025	(49,737,402)	3,984,950	108,803	(58,130)	50,673	4,035,623
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	124,788,676	(1,530)	125,576,655	1,753,471	(2,542,979)	(789,508)	124,787,147
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	22,127,417	(3,867)	19,799,495	2,377,197	(53,142)	2,324,055	22,123,550
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	9,237,420	-	9,244,883	39	(7,500)	(7,461)	9,237,422
425-9080	MWC HOSP AUTH GRANTS	780,738	-	152,847	627,891	-	627,891	780,738
	TOTAL	359,040,429	(110,898,156)	248,637,550	19,031,160	(19,526,434)	(495,274)	248,142,276



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: August 24, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Police Impound Fees Fund, expenditures/Police Department (62) \$5,000. Street Light Fee Fund, expenditures/General Government (14) \$85,573. CDBG Fund, expenditures/Grants Management (39) \$493,292; decrease expenditures/Grants Management (39) \$56,584. Increase: Fire Department Fund, expenditures/Transfers Out (64) \$37,000. 2018 Election GO Bonds Fund, revenue/Transfers In (64) \$37,000; expenditures/Fire Department (64) \$37,000. General Gov't Sales Tax Fund, expenditures/City Manager (01) \$12,536; expenditures/Personnel (03) \$99,400; expenditures/Community Development (05) \$107,922; expenditures/Park & Rec (06) \$17,758; expenditures/Street (09) \$52,256; expenditures/Animal Welfare (10) \$4,755; expenditures/Municipal Court (12) \$2,090; expenditures/General Government (14) \$70,150; expenditures/Neighborhood Svcs (15) \$3,800; expenditures/I.T. (16) \$188,263; expenditures/Swimming Pools (19) \$12,088; expenditures/Senior Center (55) \$41,500. Capital Outlay Reserve Fund, expenditures/General Government (14) \$284,329. Street & Alley Fund, expenditures/Street (09) \$350,221. Technology Fund, expenditures/General Government (14) \$33,204. Reimbursed Projects Fund, expenditures/Community Development (05) \$19,307; expenditures/Street (09) \$10,000; expenditures/Animal Welfare (10) \$1,465; expenditures/General Government (14) \$5,402. Police Capitalization Fund, expenditures/Police Department (62) \$243,765. Juvenile Fund, expenditures/Municipal Court (12) \$600. Police State Seizures Fund, expenditures/Police Department (62) \$3,280. Fire Capitalization Fund, expenditures/Fire Department (64) \$306,601. Dedicated Tax 2012 Fund, expenditures/Park & Rec (06) \$84,864; expenditures/Street (09) \$22,933; expenditures/Parks (23) \$415,633; expenditures/Economic (87) \$3,452. Public Works Fund, expenditures/Public Works (30) \$128,883. Fleet Fund, expenditures/Fleet (25) \$134,769. Surplus Property Fund, expenditures/Surplus Property (26) \$5,500. Activity Fund, expenditures/Recreation (78) \$20,000. Park & Recreation Fund, expenditures/Park & Rec (06) \$71,917. CDBG Fund, expenditures/Grants Management (39) \$1,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$731,804. Downtown Redevelopment Fund, expenditures/29<sup>th</sup> Street (92) \$462,000. 2018 Election GO Bonds Fund, expenditures/Park & Rec (06) \$1,257,405; expenditures/Street (09) \$7,807,894; expenditures/Animal Welfare (10) \$27,075; expenditures/General Government (14) \$2,057,107; expenditures/Emergency Operations Fund (21) \$22,770; expenditures/Fire Department (64) \$1,181,552; expenditures/29<sup>th</sup> Street (92) \$2,355. 2018 Election GO Bonds – Proprietary Fund, expenditures/JC Regional

Golf (47) \$211,575; expenditures/Capital Water Improvements (49) \$5,089. Police Impound Fees Fund, expenditures/Police Department (62) \$3,044; expenditures/Transfers Out (62) \$2,137. Emergency Operations Fund, revenue/Transfers In (00) \$10,000; expenditures/Emergency Operations Fund (21) \$6,010. MWC Fire Department Fund, revenue/Transfers In (00) \$10,836. Grants/Housing Activities Fund, revenue/Intergovernmental (37) \$95,000; expenditures/Housing (37) \$95,000. Grant Funds, revenue/Intergovernmental (21) \$265,733; expenditures/Emergency Operations (21) \$10,000; revenue/Intergovernmental (62) \$110,185; revenue/Transfers In (62) \$2,137; expenditures/Police Department (62) \$100,141; expenditures/Fire Department (64) \$1,077; expenditures/Transfers Out (64) \$10,836.

The first supplement is needed to budget unplanned expenditures for new LEDT instructors training. The second supplement is needed to budget for the decorative street lighting original mile section 1 & 2. The third supplement is needed to roll forward budget in CDBG Fund from fiscal year 2020-2021 to current fiscal year and reduce the CDBG – PS Grant by the amount already budgeted for fiscal 2021-2022. The fourth and fifth supplements are to budget the transfer out of Fund 040 and transfer in to Fund 270 to cover expenditures for Police/Fire Training project 6419G5. The sixth through twenty-fifth supplements are needed to roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. The twenty-sixth through thirtieth supplements are needed to roll forward capital outlay project budgets, revenues, expenditures, transfers out and transfers in from Fund 142 and Fund 143 from fiscal year 2020-2021 to current fiscal year.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

**SUPPLEMENTS**  
**August 24, 2021**

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
62	Police Department			5,000	
		<u>0</u>	<u>0</u>	<u>5,000</u>	<u>0</u>

**Explanation:**  
To budget unplanned expenditures for new LEDT instructors training. Funding to come from fund balance.

Fund STREET LIGHT FEE (015)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
14	General Government			85,573	
		<u>0</u>	<u>0</u>	<u>85,573</u>	<u>0</u>

**Explanation:**  
To budget for the decorative street lighting original mile section 1 & 2. Funding to come from fund balance.

Fund CDBG (141)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
39	Grants Management			493,292	
39	Grants Management				56,584
		<u>0</u>	<u>0</u>	<u>493,292</u>	<u>56,584</u>

**Explanation:**  
To roll forward budget in CDBG Fund from fiscal year 2020-2021 to current fiscal year & reduce the CDBG - PS Grant by the amount already budgeted for fiscal year 2021-2022. Funding to come from fund balance.

Fund FIRE DEPARTMENT (040)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
64	Transfers Out			37,000	
		<u>0</u>	<u>0</u>	<u>37,000</u>	<u>0</u>

**Explanation:**  
To budget the transfer out of Fund 040 & transfer in to Fund 270 to cover expenditures for Police/Fire Training project 6419G5. Funding to come from fund balance.

**SUPPLEMENTS**  
**August 24, 2021**

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Transfers In	37,000			
64	Fire Department			37,000	
		<u>37,000</u>	<u>0</u>	<u>37,000</u>	<u>0</u>

**Explanation:**  
To budget the transfer out of Fund 040 & transfer in to Fund 270 to cover expenditures for Police/Fire Training project 6419G5. Funding to come from fund balance.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
01	City Manager			12,536	
03	Personnel			99,400	
05	Community Development			107,922	
06	Park & Rec			17,758	
09	Street			52,256	
10	Animal Welfare			4,755	
12	Municipal Court			2,090	
14	General Gov't			70,150	
15	Neighborhood Svcs			3,800	
16	I.T.			188,263	
19	Swimming Pools			12,088	
55	Senior Center			41,500	
		<u>0</u>	<u>0</u>	<u>612,518</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL OUTLAY RESERVE (011)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			284,329	
		<u>0</u>	<u>0</u>	<u>284,329</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			350,221	
		<u>0</u>	<u>0</u>	<u>350,221</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.



**SUPPLEMENTS**  
**August 24, 2021**

Fund TECHNOLOGY (014)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			33,204	
		<u>0</u>	<u>0</u>	<u>33,204</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Community Development			19,307	
09	Street			10,000	
10	Animal Welfare			1,465	
14	General Gov't			5,402	
		<u>0</u>	<u>0</u>	<u>36,174</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police Department			243,765	
		<u>0</u>	<u>0</u>	<u>243,765</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund JUVENILE FUND (025)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
12	Municipal Court			600	
		<u>0</u>	<u>0</u>	<u>600</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

## SUPPLEMENTS

**August 24, 2021**

Fund POLICE STATE SEIZURES (030)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police Department			3,280	
		<u>0</u>	<u>0</u>	<u>3,280</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund FIRE CAPITALIZATION (041)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Fire Department			306,601	
		<u>0</u>	<u>0</u>	<u>306,601</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			84,864	
09	Street			22,933	
23	Parks			415,633	
87	Economic			3,452	
		<u>0</u>	<u>0</u>	<u>526,882</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund PUBLIC WORKS (075)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
30	Public Works			128,883	
		<u>0</u>	<u>0</u>	<u>128,883</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**

**August 24, 2021**

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
25	Fleet			134,769	
		<u>0</u>	<u>0</u>	<u>134,769</u>	<u>0</u>
<b>Explanation:</b> To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.					

Fund SURPLUS PROPERTY (081)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
26	Surplus Property			5,500	
		<u>0</u>	<u>0</u>	<u>5,500</u>	<u>0</u>
<b>Explanation:</b> To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.					

Fund ACTIVITY (115)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
78	Recreation			20,000	
		<u>0</u>	<u>0</u>	<u>20,000</u>	<u>0</u>
<b>Explanation:</b> To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			71,917	
		<u>0</u>	<u>0</u>	<u>71,917</u>	<u>0</u>
<b>Explanation:</b> To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.					

**SUPPLEMENTS**  
**August 24, 2021**

Fund CDBG (141)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
39	Grants Management			1,000	
		<u>0</u>	<u>0</u>	<u>1,000</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			731,804	
		<u>0</u>	<u>0</u>	<u>731,804</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund DOWNTOWN REDEVELOPMENT (194)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
92	29th Street			462,000	
		<u>0</u>	<u>0</u>	<u>462,000</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			1,257,405	
09	Street			7,807,894	
10	Animal Welfare			27,075	
14	General Gov't			2,057,107	
21	Emergency Operations Fund			22,770	
64	Fire			1,181,552	
92	29th Street			2,355	
		<u>0</u>	<u>0</u>	<u>12,356,158</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**  
**August 24, 2021**

Fund 2018 ELECTION GO BONDS - PROPRIETARY (271)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	JC Regional Golf			211,575	
49	Capital Water Improvements			5,089	
		<u>0</u>	<u>0</u>	<u>216,664</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police Department			3,044	
62	Transfers Out			2,137	
		<u>0</u>	<u>0</u>	<u>5,181</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets & transfer out to Fund 143 from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	10,000			
21	Emergency Operations Fund			6,010	
		<u>10,000</u>	<u>0</u>	<u>6,010</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets & transfer in from Fund 143 from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund MWC FIRE DEPARTMENT (040)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	10,836			
		<u>10,836</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To roll forward transfer in from Fund 143 from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**

**August 24, 2021**

Fund GRANTS/HOUSING ACTIVITIES (142)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
37	Intergovernmental	95,000			
37	Housing			95,000	
		<u>95,000</u>	<u>0</u>	<u>95,000</u>	<u>0</u>

**Explanation:**  
To roll forward revenues & expenditures from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund GRANT FUNDS (143)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	265,733			
21	Emergency Operations			10,000	
62	Intergovernmental	110,185			
62	Transfers In	2,137			
62	Police Department			100,141	
64	Fire Department			1,077	
64	Transfers Out			10,836	
		<u>378,055</u>	<u>0</u>	<u>122,054</u>	<u>0</u>

**Explanation:**  
To roll forward revenue, transfers in, expenditures, and transfers out for Fund 143 from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.



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

**Memorandum**

**TO:** Honorable Mayor and Council

**FROM:** Troy Bradley, Human Resources Director

**DATE:** August 24, 2021

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

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This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of July 2021 which is the first (1) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2020-2021</u>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833											
Projected Budgeted (YTD)	910,012	1,820,024	2,730,036	3,640,048	4,550,060	5,460,072	6,370,084	7,280,096	8,190,108	9,100,120	10,010,132	10,920,144
Actual (YTD)	832,833											
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070											
Projected Budgeted (YTD)	804,741	1,810,667	2,615,408	3,420,149	4,426,075	5,230,816	6,236,742	7,041,483	7,846,224	8,650,965	9,656,891	10,461,632
Actual (YTD)	710,070	710,070	710,070	710,070	710,070	710,070	710,070	710,070	710,070	710,070	710,070	710,070
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763											
Projected Budgeted (YTD)	105,271	9,357	114,628	219,899	123,985	229,256	133,342	238,613	343,884	449,155	353,241	458,512
Actual (YTD)	122,763											
<u>FISCAL YEAR 2019-2020</u>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	1,065,534	727,062	722,415	729,187	750,261	791,934	845,640	833,316
Projected Budgeted (YTD)	729,416	1,458,832	2,188,248	2,917,664	3,647,080	4,376,496	5,105,912	5,835,328	6,564,744	7,294,160	8,023,576	8,752,992
Actual (YTD)	662,819	1,367,723	2,121,189	2,810,621	3,876,155	4,603,217	5,325,632	6,054,819	6,805,080	7,597,014	8,442,654	9,275,970
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	859,038	854,726	841,941	740,186	683,500	641,347	697,144	827,948
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
Actual (YTD)	548,997	1,514,002	2,441,591	3,208,213	4,067,251	4,921,977	5,763,918	6,504,104	7,187,604	7,828,951	8,526,095	9,354,043
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	206,496	-127,664	-119,526	-10,999	66,761	150,587	148,496	5,368
Projected Budgeted (YTD)	37,924	-97,026	-59,102	-21,178	-156,128	-118,204	-80,280	-42,356	-177,306	-139,382	-274,332	-236,408
Actual (YTD)	113,822	-146,279	-320,402	-397,592	-191,096	-318,760	-438,286	-449,285	-382,524	-231,937	-83,441	-78,073

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

July 1/FY 2021: \$1,562,689  
 July 1/FY 2020: \$1,631,799  
 July 1/FY 2019: \$2,094,426  
 July 1/FY 2018: \$1,763,911

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





**City Manager**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
tlyon@midwestcityok.org  
Office: 405-739-1201  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

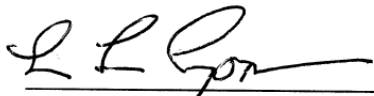
DATE: August 24, 2021

SUBJECT: Discussion and consideration of approving the Third Amendment to and entering into the Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, Oklahoma City, and Edmond expiring on June 30, 2022.

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As you may recall, on November 28, 2017, we entered into a Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council for \$10,000 annually to participate in a criminal justice reform process for central Oklahoma.

In October 2019, we approved the First Amendment to and entered into the Professional Services Agreement; and in September 2020, we approved the Second Amendment. We are now presenting the third amendment for your consideration.

  
\_\_\_\_\_  
Tim Lyon, City Manager

**THIRD AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT WITH THE OKLAHOMA COUNTY CRIMINAL**  
**JUSTICE ADVISORY COUNCIL**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH THE OKLAHOMA COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL, dated as of June 17, 2021 (this "**Amendment**"), is made by and between THE OKLAHOMA COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL ("**Council**"), and OKLAHOMA COUNTY, a political subdivision of the State of Oklahoma ("**Oklahoma County**"), THE CITY OF OKLAHOMA CITY, an Oklahoma municipal corporation and a charter organized and existing pursuant to the Oklahoma State Constitution ("**Oklahoma City**"), THE CITY OF EDMOND, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution ("**Edmond**"), and THE CITY OF MIDWEST CITY, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution ("**Midwest City**") and together with Oklahoma County, Oklahoma City, and Edmond, collectively, the "**Interlocal Partners**", with reference to the following circumstances:

A. Council and Interlocal Partners are parties to that certain Restatement of the Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council dated September 25, 2018, as amended by the First Amendment dated August 15, 2019 and by the Second Amendment dated September 14, 2020 (the "**Agreement**"). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

B. Pursuant to Section 21.B of the Agreement, the Council and Interlocal Partners desire to amend the Agreement to extend the term of the Agreement.

Council and Interlocal Partners agree as follows:

1. **Amendment to Section 21.B.** Section 21.B of the Agreement is hereby amended and replaced in its entirety with the following:

"The term of this Agreement shall expire on June 30, 2022 (the "**Term Expiration Date**"), provided however, the Term Expiration Date may be renewed and extended annually by an amendment to this Agreement signed by all parties to the Agreement."

2. **No Other Amendments.** Except as modified by this Amendment, the parties agree that the Agreement is in full force and effect according to its terms.


3. **Execution.** The parties acknowledge and agree that a facsimile or other electronic transmission of signatures on this Amendment shall be a deemed original for all purposes and fully binding on the parties hereto. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which together, shall constitute one and the same instrument.


[Signature Pages to Follow]

This Agreement was approved by the Oklahoma County Criminal Justice Advisory Council this 17<sup>th</sup> day of June, 2021.

Attest:

**OKLAHOMA COUNTY CRIMINAL  
JUSTICE ADVISORY COUNCIL**

  
Secretary

  
Chairman of the Council

  
Council Attorney

(The remainder of this page intentionally left blank)

This Agreement was approved by the Board of County Commissioners for Oklahoma County this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**BOARD OF COUNTY COMMISSIONERS  
OF OKLAHOMA COUNTY**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners

Approved for form and legality.

\_\_\_\_\_  
District Attorney

(The remainder of this page intentionally left blank)

This Agreement was approved by The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**THE CITY OF OKLAHOMA CITY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality.

\_\_\_\_\_  
Deputy Municipal Counselor

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Edmond this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**CITY OF EDMOND**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality.

\_\_\_\_\_  
Municipal Counselor

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**CITY OF MIDWEST CITY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality.

\_\_\_\_\_  
Municipal Counselor

(The remainder of this page intentionally left blank)



**Emergency Management**

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Debra Wagner, Midwest City Emergency Manager

Date: August 24, 2021

Subject: Discussion and consideration of approving and including any possible amendment of a resolution maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for fiscal year 2022.

The resolution allows ACOG to collect a 3% Nine-One-One Emergency Telephone Service Fee for the fiscal year 2022.

The rate is the same as it has been for many years.

Staff recommends approval.

A handwritten signature in black ink that reads "Debra Wagner". The signature is written in a cursive style and is positioned above a horizontal line.

Debra Wagner  
Emergency Manager



**RESOLUTION # \_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE  
CITY OF MIDWEST CITY, OKLAHOMA  
ESTABLISHING THE NINE-ONE-ONE EMERGENCY  
TELEPHONE FEE RATE FOR FISCAL YEAR 2022**

WHEREAS, the voters and or/governing body of the city have approved the acquisition and operation of an emergency telephone service together with the levy or imposition of user fee/tax for such services; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Midwest City, Oklahoma that it does hereby establish the rate for the Nine-One-One Emergency Telephone Service Fee for the fiscal year 2022 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within said city in accordance with said Act beginning July 1, 2021.

PASSED and APPROVED by the City of Midwest City this 24<sup>th</sup> day of August, 2021.

CITY of MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Matthew D. Dukes, Mayor

ATTEST:

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

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

\_\_\_\_\_  
DONALD MAISCH, City Attorney



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

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

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

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TO : Honorable Mayor and Council

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

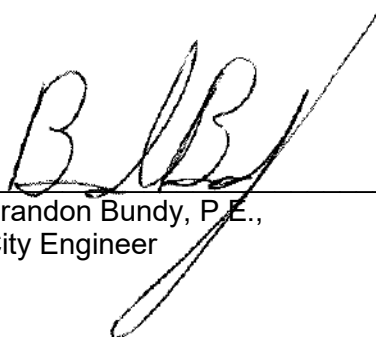
DATE : August 24<sup>th</sup>, 2021

SUBJECT : Discussion and consideration of accepting a grant of Permanent Waterline Easement from Preston Grove Community, LLC., across a certain parcel of land located within the corporate boundaries of Midwest City in Lot 9 of Thomas Acres, being part of the Southwest Quarter (SW/4) of Section Twenty Five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

---

The easements are required for the construction of a development to be located at 9070 NE 13th Street.

Staff recommends accepting the easements.



---

Brandon Bundy, P.E.,  
City Engineer

Attachments



**Date:** July 27, 2021  
**To:** **Brandon Bundy, Community Development  
City Engineer**  
City of Midwest City  
100 N Midwest Blvd  
Midwest City, OK 73110  
**Phone No:** (405) 739-1213  
**From:** Brock Corr, E.I.  
**Via:** Mail

**TRANSMITTAL LETTER**

**Re: Utility Easement Documents**

---

**Attachments:**

1 Copy – Utility Easement Document/Exhibits

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**Comments:** Attached is the original Utility Easement documents as requested. Please contact me if there are any questions.

Thanks,

A handwritten signature in black ink, appearing to read 'Brock Corr'.

Brock Corr, E.I.

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

**GRANT OF PERMANENT EASEMENT**

KNOW ALL BY THESE PRESENTS:

THAT Preston Grove Community, LLC, an Oklahoma Limited Liability Company, (grantor), of 9501 Southlake Drive, Oklahoma City, Cleveland 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 ATTACHED EXHIBITS A and B

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 improvements 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, 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 19 day of July, 20 21.

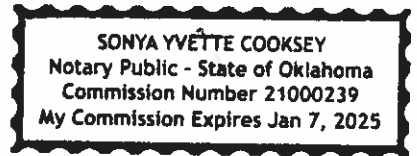
Preston Grove Community, LLC,  
an Oklahoma Limited Liability Company

AS Stephens  
Adam L. Stephens, Manager

ACKNOWLEDGEMENT

STATE OF Oklahoma

COUNTY OF Oklahoma



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Adam L. Stephens, Manager known to me to be the person who signed the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of July, 20 21.

My Commission Expires: 1-7-2025

[Signature]  
Notary Signature

APPROVED BY THE CITY ATTORNEY : \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

# Exhibit "A"

## LEGAL DESCRIPTION

Utility Easement  
Part of Lot 9, Thomas Acres  
Oklahoma County, Oklahoma

July 9, 2021

A tract of land being a part of Lot Nine (9) of THOMAS ACRES, an addition to Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Lot 9;

THENCE South 89°52'00" East, along the South line of said Lot 9, a distance of 10.55 feet to the **POINT OF BEGINNING**;

THENCE North 00°08'00" East, perpendicular to said South line, a distance of 102.69 feet;

THENCE South 89°52'00" East, parallel with said South line, a distance of 15.00 feet;

THENCE South 00°08'00" West, perpendicular to said South, a distance of 102.69 feet to a point on the South line of said Lot 9;

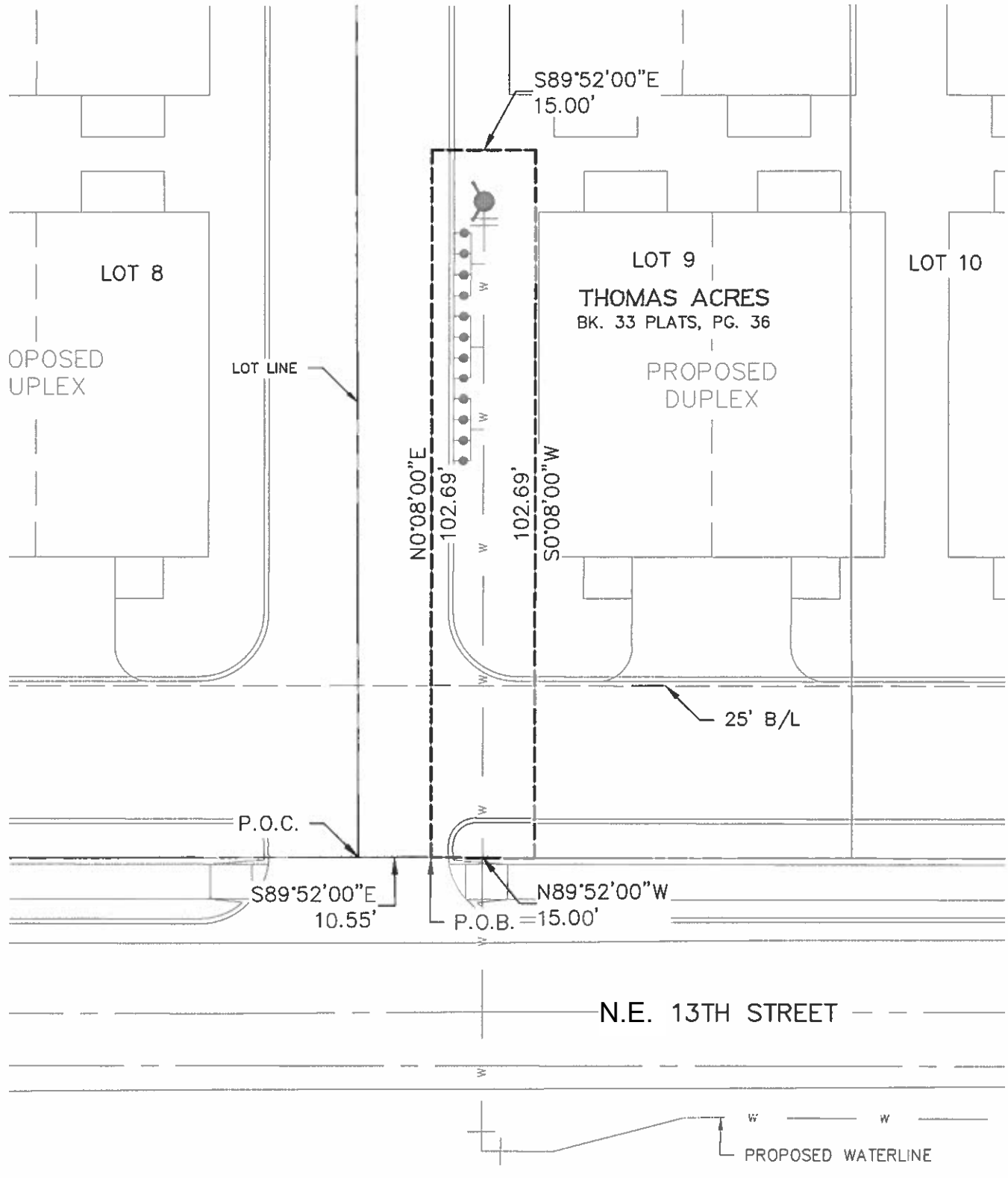
THENCE North 89°52'00" West, along said South line, a distance of 15.00 feet to the **POINT OF BEGINNING**.

Said tract of land containing 1,540 square feet or 0.0354 acres, more or less.

The basis of bearing for the above-described tract of land is the South line of Lot Nine (9) of said THOMAS ACRES, having a platted bearing of South 89°52'00" East.

# Exhibit 'B'

UTILITY EASEMENT  
PART OF LOT 9, THOMAS ACRES  
OKLAHOMA COUNTY, OKLAHOMA





**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

**Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

(405) 739-1062

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

**Memorandum**

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 24, 2021

Subject: Discussion and consideration for adoption, including any possible amendment of renewing a contract, with modifications, for FY 21-22 Public Works General and Emergency Services with Silver Star Construction Company.

The Public Works General and Emergency Services contract with Silver Star Construction Company is an annual five (5) year contract with provisions for total of ten (10) annual renewals. This is the eighth year for renewal of this contract. Silver Star has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 21-22. In FY 20-21 funds were available for encumbrance for Public Works General and Emergency Services.

The following is an itemized list of rate adjustments:

**Price Increase Adjustments:**

**LABOR RATES**

STAFF ENGINEER From 208.91 To 211.00  
SENIOR PROJECT MANAGER From 78.05 To 78.83  
PROJECT SUPERINTENDENT From 48.64 To 49.86  
EQUIPMENT OPERATOR From 26.82 To 27.09  
LABORER From 23.70 To 23.94  
CONCRETE FINISHERS From 32.06 To 32.38  
LICENSED SURVEYOR AND FIELD CREW From 170.46 To 172.16

**CONCRETE PAVING REPAIRS**

100 to 20 SY (6"DEPTH) From 60.81 To 62.09  
100 TO 200 SY (8" DEPTH) From 70.36 To 72.00  
100 TO 200 SY (10" DEPTH) From 77.96 To 79.96  
201 TO 500 SY (6" DEPTH) From 57.72 To 59.03  
201 TO 500 SY (8" DEPTH) From 66.07 To 67.68  
201 TO 500 SY (10" DEPTH) 73.67 To 75.64  
500 TO 1000 SY (6" DEPTH) From 53.19 To 54.45  
50 TO 1000 SY (8" DEPTH) From 62.20 To 63.76

500 TO 1000 SY (10" DEPTH) From 69.39 To 71.31  
CURB AND GUTTER (LESS THAN 100 L.F.) From 55.92 To 56.58  
CURB AND GUTTER (OVER 100 L.F.) From 40.07 To 40.57  
SIDEWALKS (4" THICK LESS THAN 100 S.Y.) From 82.45 To 83.66  
SIDEWALKS (4" THICK MORE THAN 100 S.Y.) From 74.18 To 75.29  
ADDL COST PER CUBIC YARD FOR From 5.40 To 5.40

### **ASPHALT PAVING CONSTRUCTION AND REPAIR RATES**

100 TONS PER DAY MIN. From 56.43 To 56.99  
101 TO 200 TONS PER DAY From 39.34 To 39.73  
201 TO 400 TONS PER DAY From 24.07 To 24.31  
401 TO 700 TONS PER DAY From 13.31 To 13.44  
701 TONS AND OVER PER DAY From 9.98 To 9.93  
TRACKLESS TACK COAT From 8.26 To 8.34  
TYPE S3 PER TON (MATERIAL ONLY) From 51.95 To 52.45  
TYPE S4 PER TON (MATERIAL ONLY) From 60.55 To 61.25  
TYPE S5 PER TON (MATERIAL ONLY) From 51.80 To 66.10  
FREIGHT FOR ASPHALT WITHIN MWC From 7.74 To 7.82  
(14 TON HOURLY EQUIPMENT RATES)

### **EQUIPMENT RENTALS**

ROAD GRADER From 91.50 To 94.25  
FRONT END LOADER From 85.70 To 88.27  
SOIL COMPACTOR From 69.25 To 71.33  
WATER TRUCK From 51.40 To 52.94  
DUMP TRUCK From 56.15 To 57.83  
DEMO TRUCKS & TRAILERS (40CY) From 84.75 To 87.29  
DEMO TRUCKS & TRAILERS (70CY) From 115.00 To 118.45  
SELF LOADING KNUCKLE BOOM TRUCKS (45CY) From 103.00 To 106.09  
TRAILER MOUNTED WOOD CHIPPER (8' DIA.) From 61.00 To 62.83  
SEMI END DUMP TRUCK & TRAILER From 73.00 To 75.19  
TRACK HOE (90,000 LBS CLASS) From 199.00 To 204.97  
TRACK HOE (60,000 LBS CLASS) From 169.00 To 174.07  
SCRAPER (615 CAT OR EQUAL) From 152.00 To 156.56  
SKID STEER LOADERS From 52.00 To 53.56  
ROAD RECLAIMER (BOMAG 362 TYPE) From 188.85 To 194.52  
ROAD RECLAIMER (CMI RS 500 TYPE) From 277.40 To 285.72  
BACK HOE OR MINI HOE From 56.00 To 57.68  
STREET SWEEPER From 125.00 To 128.75  
BULL DOZER CAT D-7 OR EQUAL From 197.00 To 202.91  
BULL DOZER CAT D-6 OR EQUAL From 149.00 To 153.47  
BULL DOZER DEERE 400 From 85.00 To 87.55  
GRADE ALL EXCAVATOR (OR SIMILAR TYPE EXCAVATOR) From 140.00 To 144.20  
TREE SPADE TRUCK 60" SPADE From 85.00 To 87.55  
MILLING MACHINE From 325.00 To 334.75  
TRACTOR BOX BLADE From 60.00 To 61.80  
SALT & SAND TRUCKS From 85.00 To 87.55  
BAT WING BRUSH MOWER & 90 HORSE TRACTOR From 65.00 To 66.95  
BUCKET TRUCK From 105.00 To 108.15



AIR CURTAIN BURNER From 30.00 To 30.90  
TUB GRINDER (MIN750 HP) From 915.00 To 942.45  
EXTRA CREW PU TRUCKS AS NEEDED (3/4 Ton) From 81.00 To 83.43

### **OTHER COMMON USED MATERIALS**

AGGREGATE BASE ROCK From 36.37 To 39.94  
RECYCLED CONCRETE BASE ROCK From 24.12 To 24.36  
RIP RAP STONE (18" Size ODOT Specs) From 59.62 To 63.70  
CEMENT KILN DUST From 68.02 No Change  
SAND FOR ICE CONTROL (To City Yard) From 24.02 To 24.27  
BONDS AS NEEDED (Per Thousand Dollars) From 0.00 To No Change

### **EMERGENCY SERVICES**

VEGETATIVE DEBRIS REMOVAL BY CY (Exclude Tipping Fees) From 28.40 To 21.50  
VEGETATIVE DEBRIS REMOVAL BY CY (Include Tipping Fees) From 34.95 To 26.65  
VEGETATIVE DEBRIS REMOVAL BY Ton (Exclude Tipping Fees) From 186.80 To 138.50  
VEGETATIVE DEBRIS REMOVAL BY Ton (Include Tipping Fees) From 215.34 To 160.00  
TRIMMING OF HAZARDOUS TREES & LIMBS From 127.10 To 120.00  
TREE REMOVAL (0-24" DBH Per Tree) From 400.00 To 300.00  
TREE REMOVAL (24-48" DBH Per Tree) From 787.00 To 485.00  
TREE REMOVAL (>48" DBH Per Tree) From 1,195.00 To 780.00  
C & D STROM DEBRIS REMOVAL BY THE CY From 32.70 To 28.00  
C & D STROM DEBRIS REMOVAL BY THE TON From 88.79 To 92.65

### **NON-EMERGENCY CURBSIDE DEBRIS CLEAN-UP**

VEGETATIVE DEBRIS REMOVAL BY CY (Exclude Tipping Fees) From 24.00 To 19.50  
VEGETATIVE DEBRIS REMOVAL BY CY (Include Tipping Fees) From 30.55 To 25.00  
VEGETATIVE DEBRIS REMOVAL BY Ton (Exclude Tipping Fees) From 165.00 To 115.50  
VEGETATIVE DEBRIS REMOVAL BY Ton (Include Tipping Fees) From 192.49 To 140.00  
C & D STROM DEBRIS REMOVAL BY THE CY From 25.05 To 20.00  
C & D STROM DEBRIS REMOVAL BY THE TON From 130.49 To 120.00

The above rate increases are a direct result of the increased cost of oil and fuel.

This contract may be used by multiple departments for contracting of public works projects including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City or Midwest City.

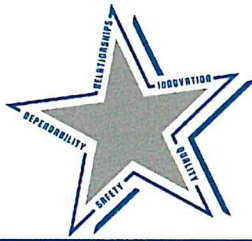
In FY 21-22 funds will be available to be encumbered for Public Works General and Emergency Services.

Action is at the discretion of the Mayor and City Council.

A handwritten signature in black ink that reads "R. Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets  
Public Works Director

Attachment: Renewal Agreement Letter



# Silver Star Construction Co., Inc.

2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

6-14-21

The City of Midwest City  
8730 S.E. 15<sup>th</sup> Street  
Midwest City, OK 73110

Attn: Mr. Paul Streets

Re: Contract renewal

Please review our proposed contract renewal costs for fiscal year 2021 / 2022. As you review the proposal you will notice that we have been able to hold the costs on a great many items. We are requesting a 1% percent increase (based on the southwest C.P.I. for the previous calendar year per the contract) in our base contract costs to fund a modest pay increase for our employees.

There are a few construction material and equipment increases as well that also stem from cost increases in equipment, diesel, labor costs and from the material suppliers in general i.e.: aggregate stone costs and concrete. *(As per our contract if oil and asphaltic cement prices fall or rise we will lower or raise the cost of the asphalt accordingly)*

Please review these costs, and let me know if you have any questions. I do want to thank you for the opportunity to serve the City of Midwest City for another year. From myself and our approximately two hundred and twenty employee owners at Silver Star Construction Company, we appreciate our long relationship with the City of Midwest City and thank you for selecting us to be your public works contractor

Respectfully,

Tim Caudle



*City Of Moore 2021 Contract Proposed Renewal Pricing*

	Current	Increase	Renewal	Justification
<b>Labor</b>				
Staff Engineer	\$208.91	\$2.09	\$211.00	1.0% CPI Adjustment
Senior Project Manager	\$78.05	\$0.78	\$78.83	1.0% CPI Adjustment
Project superintendent	\$49.37	\$0.49	\$49.86	1.0% CPI Adjustment
Equipment Operator	\$26.82	\$0.27	\$27.09	1.0% CPI Adjustment
Laborer	\$23.70	\$0.24	\$23.94	1.0% CPI Adjustment
Concrete Finishers	\$32.06	\$0.32	\$32.38	1.0% CPI Adjustment
Licensed Surveyor & Field Crew	\$170.46	\$1.70	\$172.16	1.0% CPI Adjustment
<b>Unit Cost Items</b>				
<b>Concrete Paving Repairs</b>				
100 to 200 SY 6" Depth	\$60.81	\$1.28	\$62.09	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
100 to 200 SY 8" Depth	\$70.36	\$1.64	\$72.00	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
100 to 200 SY 10" Depth	\$77.96	\$2.00	\$79.96	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
201 to 500 SY 6" Depth	\$57.72	\$1.31	\$59.03	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
201 to 500 SY 8" Depth	\$66.07	\$1.61	\$67.68	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
201 to 500 SY 10" Depth	\$73.67	\$1.97	\$75.64	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
501 to 1000 Sy 6" Depth	\$53.19	\$1.26	\$54.45	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
501 to 1000 Sy 8" Depth	\$62.20	\$1.56	\$63.76	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
501 to 1000 Sy 10" Depth	\$69.39	\$1.92	\$71.31	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
Curb & Gutter less than 100' in one area	\$55.92	\$0.66	\$56.58	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
Curb & Gutter over 100' in one area	\$40.07	\$0.50	\$40.57	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
Sidewalk 4" thick (Less than 100 SY)	\$82.45	\$1.21	\$83.66	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
Sidewalk 4" thick ( More than 100 SY)	\$74.18	\$1.11	\$75.29	1.0% CPI Adjustment & Concrete Increase (\$6.00 per CY)
Addl cost per CY for HE Conc.	\$5.40		\$5.40	
<b>Asphalt Paving Construction &amp; Repairs</b>				
100 tons per day Minimum	\$56.43	\$0.56	\$56.99	1.0% CPI Adjustment
101 to 200 Tons Per day	\$39.34	\$0.39	\$39.73	1.0% CPI Adjustment
201 to 400 tons per day	\$24.07	\$0.24	\$24.31	1.0% CPI Adjustment
401 to 700 tons per day	\$13.31	\$0.13	\$13.44	1.0% CPI Adjustment
701 tons and Over per day	\$9.83	\$0.10	\$9.93	1.0% CPI Adjustment
Trackless Tack Coat	\$8.26	\$0.08	\$8.34	1.0% CPI Adjustment
Type S3 per ton (Material Only)	\$51.95	\$0.50	\$52.45	Aggregate Pricing & Increase Oil % in Mix Design
Type S4 per ton (Material Only)	\$60.55	\$0.70	\$61.25	Aggregate Pricing & Increase Oil % in Mix Design
Type S5 per ton (Material Only)	\$61.80	\$4.30	\$66.10	Aggregate Pricing & Increase Oil % in Mix Design
Freight for Asphalt within MWC (14 ton hrly rates)	\$7.74	\$0.08	\$7.82	1.0% CPI Adjustment
<b>Equipment Rentals</b>				
Road Grader	\$91.50	\$2.75	\$94.25	3.0% Adjustment Fuel & Equipment Cost Increase
Front End Loader	\$85.70	\$2.57	\$88.27	3.0% Adjustment Fuel & Equipment Cost Increase
Soil Compactor	\$69.25	\$2.08	\$71.33	3.0% Adjustment Fuel & Equipment Cost Increase
Water Truck	\$51.40	\$1.54	\$52.94	3.0% Adjustment Fuel & Equipment Cost Increase
Dump Truck	\$56.15	\$1.68	\$57.83	3.0% Adjustment Fuel & Equipment Cost Increase
Demo Trucks & Trailers (40CY)	\$84.75	\$2.54	\$87.29	3.0% Adjustment Fuel & Equipment Cost Increase
Demo Trucks & Trailers (70CY)	\$115.00	\$3.45	\$118.45	3.0% Adjustment Fuel & Equipment Cost Increase
Self Loading Knuckle Boom Trucks (45CY)	\$103.00	\$3.09	\$106.09	3.0% Adjustment Fuel & Equipment Cost Increase
Trailer Mounted Wood Chipper (8" Dia.)	\$61.00	\$1.83	\$62.83	3.0% Adjustment Fuel & Equipment Cost Increase
Semi End Dump truck & Trailer	\$73.00	\$2.19	\$75.19	3.0% Adjustment Fuel & Equipment Cost Increase
Track Hoe ( 90,000 lbs class)	\$199.00	\$5.97	\$204.97	3.0% Adjustment Fuel & Equipment Cost Increase
Track Hoe ( 60,000 lbs class)	\$169.00	\$5.07	\$174.07	3.0% Adjustment Fuel & Equipment Cost Increase
Scraper ( 615 Cat or Equal)	\$152.00	\$4.56	\$156.56	3.0% Adjustment Fuel & Equipment Cost Increase
Skid Steer loaders	\$52.00	\$1.56	\$53.56	3.0% Adjustment Fuel & Equipment Cost Increase
Road Reclaimer ( Bomag 362 type)	\$188.85	\$5.67	\$194.52	3.0% Adjustment Fuel & Equipment Cost Increase
Road Reclaimer ( CMI RS 500 type)	\$277.40	\$8.32	\$285.72	3.0% Adjustment Fuel & Equipment Cost Increase

Back Hoe Or Mini Hoe	\$56.00	\$1.68	\$57.68	3.0% Adjustment Fuel & Equipment Cost Increase
Street Sweeper	\$125.00	\$3.75	\$128.75	3.0% Adjustment Fuel & Equipment Cost Increase
Bull dozer Cat D-7 or equal	\$197.00	\$5.91	\$202.91	3.0% Adjustment Fuel & Equipment Cost Increase
Bull dozer Cat D-6 or equal	\$149.00	\$4.47	\$153.47	3.0% Adjustment Fuel & Equipment Cost Increase
Bull dozer Deere 400	\$85.00	\$2.55	\$87.55	3.0% Adjustment Fuel & Equipment Cost Increase
Grade All excavator (or similar type excavator)	\$140.00	\$4.20	\$144.20	3.0% Adjustment Fuel & Equipment Cost Increase
Tree Spade Truck 60" Spade	\$85.00	\$2.55	\$87.55	3.0% Adjustment Fuel & Equipment Cost Increase
Milling Machine	\$325.00	\$9.75	\$334.75	3.0% Adjustment Fuel & Equipment Cost Increase
Tractor Box Blade	\$60.00	\$1.80	\$61.80	3.0% Adjustment Fuel & Equipment Cost Increase
Salt & Sand Trucks	\$85.00	\$2.55	\$87.55	3.0% Adjustment Fuel & Equipment Cost Increase
Bat Wing Brush Mower & 90 Horse Tractor	\$65.00	\$1.95	\$66.95	3.0% Adjustment Fuel & Equipment Cost Increase
Bucket Truck	\$105.00	\$3.15	\$108.15	3.0% Adjustment Fuel & Equipment Cost Increase
Air Curtain Burner	\$30.00	\$0.90	\$30.90	3.0% Adjustment Fuel & Equipment Cost Increase
Tub Grinder (min 750 HP)	\$915.00	\$27.45	\$942.45	3.0% Adjustment Fuel & Equipment Cost Increase
Extra Crew PU trucks as needed ( 3/4 ton)	\$81.00	\$2.43	\$83.43	3.0% Adjustment Fuel & Equipment Cost Increase

#### Other commonly used materials as Needed

Aggregate Base 1.5 Crusher run delivered	\$36.37	\$3.57	\$39.94	Increase Aggregate Prices & Freight increases
Recycled Concrete base rock delivered	\$24.12	\$0.24	\$24.36	1.0% CPI Adjustment
Rip Rap Stone ( 18 ") delivered	\$59.62	\$4.08	\$63.70	Increase Aggregate Prices & Freight increases
Cement Kiln Dust	\$68.02		\$68.02	No Change
Sand For Ice control ( To city Yard)	\$24.02	\$0.25	\$24.27	Increase Aggregate Prices
Bonds as needed ( per thousand dollars)	\$0.90		No Change	

#### Emergency Services

Vegetative Debris Removal by CY (Exclude Tipping Fee)	\$28.40	-\$6.90	\$21.50
Vegetative Debris Removal by CY (Include Tipping Fee)	\$34.95	-\$8.30	\$26.65
Vegetative Debris Removal by Ton (Exclude Tipping Fee)	\$186.80	-\$48.30	\$138.50
Vegetative Debris Removal by Ton (Include Tipping Fee)	\$215.34	-\$55.34	\$160.00
Trimming of Hazardous Trees & Limbs	\$127.10	-\$7.10	\$120.00
Tree Removal (0-24" DBH per tree)	\$400.00	-\$100.00	\$300.00
Tree Removal (24-48" DBH per tree)	\$787.00	-\$302.00	\$485.00
Tree Removal (>48" DBH per tree)	\$1,195.00	-\$415.00	\$780.00
C & D Storm Debris Removal By the CY	\$32.70	-\$4.70	\$28.00
C & D Storm Debris Removal By the Ton	\$88.79	\$3.86	\$92.65

#### Non-emergency curbside debris clean up

Vegetative Debris Removal by CY (Exclude Tipping Fee)	\$24.00	-\$4.50	\$19.50
Vegetative Debris Removal by CY (Include Tipping Fee)	\$30.55	-\$5.55	\$25.00
Vegetative Debris Removal by Ton (Exclude Tipping Fee)	\$165.00	-\$49.50	\$115.50
Vegetative Debris Removal by Ton (Include Tipping Fee)	\$192.49	-\$52.49	\$140.00
C & D Storm Debris Removal By the CY	\$25.05	-\$5.05	\$20.00
C & D Storm Debris Removal By the Ton	\$130.49	-\$10.49	\$120.00



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

**MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police (Interim)

DATE: August 24, 2021

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

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

Staff recommends approval.

*Sid Porter*

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Sid Porter  
Chief of Police (Interim)

Attachment: Agreements

**CITY OF MIDWEST CITY  
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1<sup>st</sup> day of July 2021** by and between the **Town of Jones**, Oklahoma a municipal corporation (hereinafter referred to as “Jones”), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as “Midwest City”).

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

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

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

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1<sup>st</sup> day of July, 2021 at 12:01 a.m. and terminate at midnight on the 30<sup>th</sup> day of June, 2022.** Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.
  - a. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

2. Definitions.

- A. A “Jones prisoner” shall be defined as any prisoner incarcerated in the Jail solely on Jones municipal convictions and/or any other person that is otherwise held solely at the request of Jones police.
- B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Jones police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Jones prisoners when all state charges have been declined or disposed of and the prisoner is being held only for Jones municipal charge(s) or Jones municipal conviction(s), or otherwise held at the request of Jones police.

3. Purpose.

- A. The purpose of this Agreement is to provide for the incarceration of Jones prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest Town officials, and to otherwise coordinate booking and detention functions

4. Termination.

- A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.
- B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

5. Compensation.

- A. Jones's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Jones agrees to pay Midwest City sixty-five dollars (\$65.00) per day per Jones prisoner or hold for municipal/state prisoner is held on behalf of Jones. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Jones prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Jones municipal ordinances or Oklahoma state statutes, or otherwise held for Jones police.
- B. Midwest City agrees to prepare and submit to Jones monthly statements no later than the 15<sup>th</sup> of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Jones agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

6. Services.

- A. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:
- B. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Jones prisoners or hold for municipal/state prisoners.



- C. Midwest City shall permit Jones law enforcement officers and Jones's agents, in the pursuance of their official duties, as approved by the Jones chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Jones assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- D. Midwest City shall allow Jones access, at all times, to Jones prisoners or hold for municipal/state prisoners. Jones assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Jones until such time as they are returned to the Jail by Jones.
- E. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Jones prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Jones agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Jones prisoners or hold for municipal/state prisoners when so required by the Jones Police Department.

7. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Jones to Midwest City upon Jones's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Jones's financial responsibility for Jones prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.
- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Jones prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Jones for the posting of bonds for those persons charged with violations of Jones ordinances. All fines/bonds will be posted with the Jones municipal court clerk. Jones will be responsible for authorization of all own-recognition bonds on Jones prisoners. Jones municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Jones prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation

purposes, Jones's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Jones prisoner or hold for municipal/state prisoner, whichever is earlier.

8. Medical Care.

- A. Jones will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Jones prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Jones ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Jones prisoners and hold for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Jones agrees to provide transportation to and from medical facilities outside of the Jail for any Jones prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

9. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

10. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested. to Jones and to Midwest City at the following addresses:

If to Jones: Town Clerk  
Town of Jones  
P.O. Box 720  
Jones, Oklahoma 73049

With a copy to police chief: Chief of Police  
Town of Jones  
P.O. Box 720  
Jones, Oklahoma 73049

If to Midwest City: City Clerk  
City of Midwest City  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110

With a copy to police chief: Chief of Police  
City of Midwest City  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110

11. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

12. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

13. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

14. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

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

16. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Jones in a timely manner. This provision does not intend or create any liability and/or indicate that Jones has or

exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Jones prisoners, hold for municipal/state prisoners and jail standards.

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

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

19. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

20. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

PASSED AND APPROVED by the mayor and council of the Town of Jones, Oklahoma on the day of July 6, 2020 and by the mayor and council of the City of Midwest City, Oklahoma the day of , 2020.

\_\_\_\_\_

Town of Jones

Attest:

**Town of Jones**

Attest:

\_\_\_\_\_  
*Ray Pofanel*  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
*Jammy A. Wallace*  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
*Jessie*  
\_\_\_\_\_  
City Attorney

Approved by the governing body of Town of Jones, Oklahoma, on this  
6<sup>th</sup> day of July, 2021.

**City of Midwest City**

Attest:

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Donald Maisch, City Attorney

## MEMO

**To:** Honorable Mayor and City Council

**From:** Bert Norton, Fire Chief

**Date:** August 24, 2021

**Subject:** Discussion and consideration for adoption, including any amendment of entering into a change order contract with Guernsey for construction, engineering, and design services on the police and fire-training center and burn facility for an increase of \$227,640.00.

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The increase is due to the change in the location of the Police and Fire Training Facility as approved by the voters on May 11, 2021. The funds for this project are funded by the 2018 G.O. Bond originally approved by the voters on August 28, 2018 and from the Fire Department General Fund. The use of these funds is for the design of the project. If approved the total cost of the design of the project would be \$307,215.



Bert Norton  
Fire Chief

**TASK ORDER**  
**Police and Fire Training Center and Burn Center**  
**(New Site south of Jim White Dr.)**

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (GUERNSEY) and the City of Midwest City, Oklahoma a Municipal Corporation (Client) dated 18 March, 2018 of Master Agreement.

**SCHEDULE A - SCOPE OF SERVICES**

This Task Order is in Modification to Task Order executed on June 9, 2020. Project was relocated to new site south of Jim White Dr. Midwest City, Oklahoma. Refer to Attachment A for detailed scope.

**SCHEDULE B - COMPENSATION**

This Task Order is a Modification to Task Order executed on June 9, 2020. Refer to Attachment A for original and supplemental lump sum fee for scope of service identified. In performing the work, it may become evident that more or less effort is required, and scope modifications may become necessary. Any scope changes will be discussed and approved by the Client prior to implementation. GUERNSEY will not accrue any out of scope charge without the express approval of Client.

**SCHEDULE C - PAYMENT**

Invoicing will occur on a monthly basis.

**SCHEDULE D - INSURANCE**

No Changes from Master Agreement

**SCHEDULE E - GOVERNING LAW / DISPUTE RESOLUTION**

No Changes from Master Agreement

**SCHEDULE F - OTHER MODIFICATIONS**

No Changes from Master Agreement

The representative authorized to act on behalf of each party with respect to this Task Order are:

For Client: \_\_\_\_\_

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

For GUERNSEY: David Oman \_\_\_\_\_

Title: Vice President \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of 16 July, 2021.

City of Midwest

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

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

C. H. GUERNSEY & COMPANY

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

Title: Vice President \_\_\_\_\_



## **Detailed Scope of Services**

- Programming** \$ 7520
- Programming Meeting
    - o Scoping validation meeting
    - o Cost Estimate validation
    - o Site Investigation
      - Review Concept with Existing Site Conditions
    - o Site Detention validation
- Early Site Prep** \$ 19,480
- Conduct meetings with City of MWC
  - Topographic Survey One (see cost below)
  - Clearing and Grubbing
    - o Develop Documents for County
    - o Conduct on-site review meeting with City of MWC and County
  - Review Site Conditions after Clearing and Grubbing
  - Jim White Dr (design and construction by City of MWC)
    - o Coordinate with City of MWC for new utilities routing from new site to 15<sup>th</sup> St.
- Schematic Design** \$ 51,200
- Topographic Survey Two (see cost below)
  - Geotechnical Report for pavement sections and foundations (see cost below)
  - Conduct Design meetings with City of MWC
  - Develop Schematic Design plans
  - Develop Schematic Design ROM (Rough Order Magnitude) cost estimate
  - Conduct on-site review meeting with City of MWC
    - o Develop Confirmation Notice and incorporate all comments into documents
  - Printing - 2 full size, 2 half size and 1pdf (see cost below)
- Construction Documents** \$ 131,120
- Conduct Design meeting with City of MWC
  - Develop project Specifications
  - Develop project construction drawings
  - Develop ROM cost estimate
  - Conduct on-site review meeting with City of MWC
    - o Develop Confirmation Notice and incorporate all comments into documents
  - Printing - 2 full size, 2 half size, 4 specifications, and 1pdf (see cost below)
- Bidding** \$18,095
- Conduct Pre-Bid meeting
  - Respond to Bid RFI's
  - Issue Addendum (as needed)
  - Attend Bid Opening
  - Issue Letter of Recommendation
- Construction Administration** \$56,300
- Review Shop drawing (limit two reviews)
  - Review Submittals (limit two reviews)
  - Respond to Const.ruction RFI's

- Conduct Oversight of Clearing and Grubbing
  - o 4 - site visits - 1 person per visit during clearing and grubbing
- Conduct monthly construction site visits
  - o 14- site visits - 1 person per visit
  - o 1- final site visit - 4 persons
  - o Prepare and issue Site Observation Reports
- Issue Substantial Completion letter

**As-Builts** \$3,200

- Guernsey will make as-built corrections to CADD files based on GC mark-ups.
- Guernsey will provide updated CADD files and one electronic pdf to City of MWC

**Additional Costs** (costs are included in Design Fee Lump Sum)

- Survey one \$9,800 (new site and utilities from SE 15<sup>th</sup> ST)
- Survey two \$2,400 (update after grubbing)
- Geotech \$6,000 (4 holes)
- Printing \$2,100 (Grubbing, SD, and CD prints)

**Miscellaneous**

- MWC will be responsible for providing all documents to prospect bidders.
- Contractor will be responsible for all documents required for construction.
- Attend 2 public meetings (1 person)

**Services Not Provided**

- Any design beyond what is noted above
- Renderings and/or Animations
- Jim White Drive Design or Construction Observation
  - o Project includes new utility design and oversight from site to 15<sup>th</sup> St.
- Environmental survey or Abatement design
- Permitting cost
- Retro-Commissioning or testing existing equipment for proper operation
- LEED or other Sustainable Documentation

**Proposed Design Schedule**

Guernsey will work with the City of Midwest City to develop design and review schedule agreeable to all parties.

TASK ORDER MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made the 27 day of March, 2018, between the City of Midwest City, Oklahoma, a municipal corporation hereinafter the "CITY," and C. H. Guernsey & Company, hereinafter "GUERNSEY."

GUERNSEY's services will be detailed in a duly executed Task Order for each Specific Project. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. Each Task Order will include schedules for the Scope of Services, Compensation, Payment, and any special project requirements.

General Terms of Agreement:

- Article 1 ..... Services
Article 2 ..... CITY's Responsibilities
Article 3 ..... Changes
Article 4 ..... Opinion of Probable Cost
Article 5 ..... Compensation and Payments
Article 6 ..... Termination
Article 7 ..... Disputes
Article 8 ..... Consequential Damages
Article 9 ..... Indemnity
Article 10 ..... Insurance
Article 11 ..... Miscellaneous Provisions

1.3 The services provided by GUERNSEY, GUERNSEY's employees and GUERNSEY's consultants shall be enumerated in Schedule A of the Task Order. Services shall be performed as expeditiously as is consistent with professional skill and care. The services and their several phases will be performed in accordance with the schedule provided in the Task Order. The schedule shall make allowances for the CITY's reviews, for performance by GUERNSEY's and the CITY's other consultants and for approval of submissions by authorities having jurisdiction over the Specific Project. The schedule shall not be exceeded except for reasonable cause.

Schedules:

- Schedule A ..... Scope of Services
Schedule B ..... Compensation
Schedule C ..... Payment
Schedule D ..... Insurance
Schedule E ..... Governing Law / Dispute Resolution
Schedule F ..... Other Modifications

1.4 GUERNSEY's representative identified in the Task Order shall be authorized to act on GUERNSEY's behalf on the Specific Project. GUERNSEY shall be an independent contractor responsible for the means and manner of providing its services. GUERNSEY may subcontract portions of the services to others and shall provide the CITY with a list of subconsultants.

TERMS OF AGREEMENT

The CITY and GUERNSEY agree as follows:

ARTICLE 1 - SERVICES

- 1.1 This Agreement is not a commitment by the CITY to GUERNSEY to issue any Task Orders.
1.2 GUERNSEY shall not be obligated to perform any prospective Task Order unless and until the CITY and GUERNSEY agree on the particulars of the Specific Project, including the scope of GUERNSEY's services, time for performance, GUERNSEY's compensation, and all other appropriate matters.

1.5 GUERNSEY shall maintain the confidentiality of information specifically designated in writing as confidential by the CITY, except GUERNSEY may release information as required by legal or administrative process, is required to prevent significant harm to the public or is required for GUERNSEY to establish a claim or defense in an adjudicatory proceeding.

1.6 The services shall be performed in accordance with the standard of due care, skill, technique, and learning prevailing in the professional engineering, architecture, landscape architecture and environmental science profession for services of the kind performed. GUERNSEY shall review laws, codes and regulations applicable to the

services and shall comply with requirements imposed by governmental authorities having jurisdiction over the Project.

1.7 When requested for a Specific Project and provided in a Task Order, GUERNSEY shall provide the following Services:

1.7.1 Study Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

1.7.2 A Project Plan or Construction Documents defining the Work to be accomplished by a Contractor. The Project Plan or Construction Documents will consist, as appropriate, of drawings, maps, and specifications fixing the requirements for the Work. Preparation of the Project Plan or Construction Documents may include a Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase, and a Construction or Contractor Work Phase in accordance with the Task Order requirements.

a. Preliminary Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

b. Upon approval of the Preliminary Design, GUERNSEY shall provide the Final Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

c. Assist the CITY with taking bids or negotiating a contract for the Work by providing services as shown in Schedule A, and as modified and expanded in a Task Order.

d. Construction or Contractor Work Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

## ARTICLE 2 – CITY’S RESPONSIBILITIES

2.1 The CITY shall furnish GUERNSEY full information regarding requirements for and limitations on the Project.

2.2 When requested by GUERNSEY, the CITY shall furnish previous studies, surveys and legal descriptions of land (including locations of underground structures and utilities), records, drawings and specifications for buildings and the history of land use within and bordering the Project, or the CITY shall compensate GUERNSEY for the cost to obtain such information. GUERNSEY shall be entitled to rely on the accuracy and completeness of CITY furnished information and services and information obtained from the public record. GUERNSEY shall provide prompt written notice to the CITY if GUERNSEY becomes aware of errors, omissions, or inconsistencies in the CITY’s data or services.

2.3 When required for the Project, the CITY shall authorize the services of testing laboratories, drilling contractors or excavators.

2.4 The CITY shall establish a budget for the Project and update the budget periodically.

2.5 The CITY’s Representative designated in a Task Order shall be authorized to act on the CITY’s behalf on the Project.

2.6 The CITY shall give prompt written notice to GUERNSEY if the CITY becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in GUERNSEY’s services.

2.7 In the event the CITY does not own or lawfully control the Project site, the CITY warrants to GUERNSEY that it will obtain lawful permission from the Project site owner for a right-to-enter and occupy the Project site sufficiently broad in time and extent as needed by GUERNSEY, its employees, agents and subcontractors to provide the services. GUERNSEY agrees that its employees, agents and subcontractors shall comply with all

health and safety requirements of the Project site owner that are imposed in writing upon GUERNSEY as a condition of its right-to-enter and occupy the premises. Failure to provide the right to enter and occupy the premises shall entitle GUERNSEY to an equitable adjustment in the schedule and compensation.

**ARTICLE 3 – CHANGES**

- 3.1 The CITY may order changes in the services in writing. GUERNSEY's compensation and the schedule shall be equitably adjusted.
- 3.2 GUERNSEY shall be entitled to an equitable adjustment in the schedule and compensation if any of the following occur:
  - 3.2.1 Change in or delay in the CITY's instructions or approvals;
  - 3.2.2 Enactment or revision of codes, laws or regulations or a change in their official interpretation;
  - 3.2.3 Undisclosed or previously undiscovered health or safety hazards from pollutants or hazardous materials;
  - 3.2.4 Failure of the CITY's other consultants to perform;
  - 3.2.5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or legal proceeding except where GUERNSEY is a party thereto.

**ARTICLE 4 – OPINION OF PROBABLE COST**

- 4.1 The estimated cost of the Work shall include the effort to accomplish the Work described in plans, drawings and specifications prepared by GUERNSEY. The estimated cost of the Work shall include reasonable contingencies but not GUERNSEY's Compensation.
- 4.2 GUERNSEY's opinions of probable Construction Cost are to be made on the basis of GUERNSEY's experience and qualifications and represent

GUERNSEY's estimate as an experienced and qualified professional. However, because GUERNSEY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, GUERNSEY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by GUERNSEY.

**ARTICLE 5 - COMPENSATION AND PAYMENTS**

- 5.1 GUERNSEY's compensation shall be computed as provided in Schedule B of the Task Order.
- 5.2 For Additional Services, including changes, the CITY shall compensate GUERNSEY a lump sum agreed to in advance or shall compensate GUERNSEY for time expended at GUERNSEY's standard hourly rate table (attached) and for expenses incurred not to exceed a total sum without prior written approval from the CITY.
- 5.3 Unless modified in Schedule C of the Task Order, Payment of GUERNSEY's monthly invoices shall be due and payable upon receipt. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.0% per month from said thirtieth day.

**ARTICLE 6 – TERMINATION**

- 6.1 The CITY may terminate this Agreement for the CITY's convenience upon seven (7) day's written notice to GUERNSEY's representative. GUERNSEY shall terminate all services as soon as feasible after receipt of notice and shall be compensated for services rendered and expenses incurred together with equitable charges for lease and rental termination and demobilization costs.
- 6.2 GUERNSEY may terminate this Agreement upon seven (7) days written notice to the CITY if the CITY fails to make payments to GUERNSEY in accordance with this Agreement. At GUERNSEY's option, services may be suspended upon seven (7) days written notice to the CITY. GUERNSEY shall

have no liability for delay or damages caused by such suspension of services. Before resuming services, GUERNSEY shall be paid all sums due prior to the suspension.

- 6.3 The obligations under Articles 9, 10 and 11 shall survive termination of this Agreement.

#### ARTICLE 7 – DISPUTES

- 7.1 Any claim or dispute arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any legal action. The parties shall endeavor to resolve claims and disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All proceedings at law or in equity shall be stayed for a period of 60 days pending mediation, or longer if mutually agreed.
- 7.2 If the parties do not resolve a dispute through mediation pursuant to Section 7.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Oklahoma the CITY, Oklahoma, unless specified differently in Schedule E of the Task Order.

#### ARTICLE 8 – CONSEQUENTIAL DAMAGES

- 8.1 The CITY and GUERNSEY waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 6.

#### ARTICLE 9 – INDEMNITY

- 9.1 GUERNSEY shall indemnify and hold the CITY harmless from and against all claims, demands, damages and expenses recoverable under applicable law on account of negligence for damage to property or persons, including injury or death, to the extent caused by GUERNSEY's negligent acts, errors or omissions or of persons or entities for whom GUERNSEY is legally responsible

in performance of the services under this Agreement.

- 9.2 The CITY shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages, and expenses recoverable as allowed by Oklahoma law on account of negligence for damage to property or persons, including injury or death, to the extent caused by the CITY's negligent acts, errors or omissions or of persons or entities for whom the CITY is legally responsible (except GUERNSEY) in the completion of the Specific Project.
- 9.3 In addition to the provisions of paragraph 9.2, it is acknowledged that GUERNSEY neither created nor contributed to any hazardous, radioactive, toxic irritant, pollutant or other dangerous substance or condition at the Project site, accordingly as allowed by Oklahoma law, the CITY agrees to defend and shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages and expenses on account of damage to property or persons, including injury or death, arising out of the aforesaid Project site conditions or allegations that they exist, except to the extent such damages and expenses were caused by GUERNSEY's negligent acts, errors or omissions.
- 9.4 The CITY shall provide or arrange for marking the locations of private utilities and subsurface structures. GUERNSEY shall take reasonable precautions to avoid damage to utilities and subsurface structures but shall not be responsible for damage thereto not called to GUERNSEY'S attention, not correctly marked (including by a utility location service), or shown incorrectly on plans furnished to GUERNSEY or in the public record.

#### ARTICLE 10 – INSURANCE

- 10.1 GUERNSEY will maintain the following minimum insurance coverage limits. In the event the CITY requires other insurance or other limits of liability, the Compensation shall be equitably adjusted for the additional cost made necessary by the CITY's requirements. Insurance requirements that

exceed GUERNSEY's normal insurance coverage will be specified in Schedule D of the Task Order.

10.1.1 Workers' Compensation and Employer's Liability insurance (including occupational diseases) in accordance with the law of the state where the work is to be performed.

10.1.2 Comprehensive General Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include contractual liability coverage.

10.1.3 Comprehensive Automobile Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include all vehicles used in connection with the Agreement whether owned, unowned or hired.

10.1.4 Umbrella Coverages (in addition to subparagraphs (b) and (c) of this Article 10) in an amount not less than \$1,000,000 combined.

10.1.5 Professional Liability in an amount not less than \$1,000,000 per claim and aggregate limit.

10.2 Before commencing the services, GUERNSEY shall furnish to the CITY, as Certificate Holder, a certificate of insurance in force providing that the policy shall not be canceled by the insurer before 30 days prior written notice to the CITY.

#### ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the laws of the State of Oklahoma, exclusive of the Oklahoma conflict of laws provisions, unless otherwise specified in Schedule E of the Task Order.

11.2 To the extent damages are covered by property insurance, the CITY and GUERNSEY waive all rights against each other and the officers, directors and employees of either. The insurance carriers of

both parties shall waive subrogation to the extent of this paragraph 11.2.

11.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or GUERNSEY.

11.4 GUERNSEY shall have the right to include photographic and other descriptions of the Project in GUERNSEY's promotional and professional materials. GUERNSEY shall not disclose the CITY's confidential or proprietary information if the CITY has previously advised GUERNSEY in writing that the information is confidential or proprietary.

11.5 Work produced by GUERNSEY, including reports, maps, plans, specifications, logs, data, notes, and calculations are Instruments of Service and shall remain GUERNSEY'S property, including all intellectual rights such as copyright. Upon payment of the fees herein, the CITY shall have a license to use the Instruments of Service for completion and maintenance of the Project. In the event the parties agree to any other disposition of the ownership, GUERNSEY shall retain ownership of all technology, skill, processes, knowledge, and computer software developed or acquired by GUERNSEY or its Sub-Consultants to manipulate the data which comprises the Instruments of Service and all standard details, engineering concepts, techniques, engineering knowledge, technical know-how, and expertise embodied in the Instruments of Service by GUERNSEY shall be and remain the property of GUERNSEY or, as applicable, its' Sub-Consultants.

11.6 The CITY and GUERNSEY, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party may assign this Agreement without the consent of the other which shall be not unreasonably withheld.

WHEREFORE, this Agreement entered into as of the day and year first written above.

CITY OF MIDWEST CITY

Matthew D. Dukes II  
(Signature)

Matthew D. Dukes II, Mayor  
(Printed name and title)

C.H. GUERNSEY & COMPANY

Ken Senour  
(Signature)

Ken Senour, Sr. VP  
(Printed name and title)



## SCHEDULE A – SCOPE OF SERVICES

Scope of Services are defined by individual Task Orders

- A.1 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Study Phase services:
  - A.1.1 Consult with the CITY to clarify and define the CITY's requirements and review the CITY-furnished data;
  - A.1.2 Advise the CITY on the requirement for special services and data required from others and assist the CITY to obtain such data and services;
  - A.1.3 Prepare and provide GUERNSEY's findings and recommendations;
  - A.1.4 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analysis of alternative solutions presented by GUERNSEY represent GUERNSEY's professional opinion based on preliminary information;
  - A.1.5 Samples obtained from the Project site, if any, shall be retained by GUERNSEY for a reasonable time but not longer than 45 days after issuance of the Study Phase Report. GUERNSEY shall arrange for disposal of samples on behalf of the CITY, which may consist of returning the samples to the Project site. The CITY shall pay GUERNSEY for the cost of disposal. Samples remain the property of the CITY;
  - A.1.6 Prepare a report (the "Report") which will, as appropriate, contain a description of existing conditions, a proposed work plan, schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the CITY which GUERNSEY recommends;
  - A.1.7 Furnish the number of review copies of the Report to the CITY within the time period set forth in the Task Order and review it with the CITY;
  - A.1.8 Revise the Report in response to the CITY's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the CITY within the time period set forth in the Task Order. GUERNSEY's services under the Study Phase will be considered complete on the date when the final copies of the revised Report have been delivered to the CITY.
- A.2 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon CITY approval of the Study Phase services, provide the following Preliminary Design Phase services:
  - A.2.1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project;
  - A.2.2 Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners;

- A.2.3 Advise the CITY if additional reports, data, information, or services are necessary and assist the CITY in obtaining such reports, data, information, or services;
  - A.2.4 Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
  - A.2.5 Furnish the Preliminary Design Phase documents to and review them with the CITY;
  - A.2.6 Submit to the CITY the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order. GUERNSEY's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to the CITY.
- A.3 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon the CITY approval of the Preliminary Design Phase documents, provide the following Final Design Phase services:
- A.3.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
  - A.3.2 Provide technical criteria, written descriptions, and design data for the CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist the CITY in consultations with appropriate authorities;
  - A.3.3 Provide the CITY a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
  - A.3.4 Prepare and furnish Bidding Documents for review and approval by the CITY, its legal counsel, and other advisors, as appropriate, and assist the CITY in the preparation of other related documents;
  - A.3.5 Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to the CITY within the time period set forth in the Task Order. GUERNSEY's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to the CITY.
- A.4 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall assist the CITY with taking bids or negotiating a contract for the Work by providing the following services:
- A.4.1 Assist the CITY in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued;
  - A.4.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents;
  - A.4.3 Consult with the CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents;

A.4.4 Assist the CITY in evaluating bids or proposals and in assembling and awarding contracts for the Work. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction or Contractor Work Phase or upon cessation of negotiations with prospective Contractors.

A.5 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Construction or Contractor Work Phase services:

A.5.1 GUERNSEY shall be the CITY's representative during the performance of the Project Work and until substantial completion of the Work. GUERNSEY shall have authority to act for the CITY only as provided in Exhibit A or as modified by a Task Order;

A.5.2 GUERNSEY shall respond to timely, properly prepared requests in writing from the Contractor for interpretation of the Project Plan or Construction Documents prepared by GUERNSEY;

A.5.3 GUERNSEY shall review and take appropriate action with respect to shop drawings or other submittals when required from the Contractor by the Project Documents, but only for the purposes of determining compliance with the information given in the Project Plan. Review shall not be for the purpose of approving the Contractor's means, methods, techniques, sequences of operation or safety precautions in accordance with the Work that remain the Contractor's responsibility;

A.5.4 GUERNSEY shall visit the Project Site at the times and intervals established in a Task Order to become generally familiar with the progress and quality of the Work completed; to determine in general if the Work is proceeding in a manner indicating the Work, when completed, will be in accordance with the Project Plan; and will report to the CITY (1) known deviations from the Project Plan or Contract Documents and the most recent construction schedule submitted by the Contractor, and (2) known defects and deficiencies observed in the Work. GUERNSEY shall not be required to make exhaustive or continuous inspections of the Work and shall not have control over, responsibility for, or charge of the construction means, methods, techniques, sequences, procedures, or for safety programs in connection with the Work;

A.5.5 GUERNSEY shall report to the CITY known deviations from the Project Plan or Construction Documents and known defects and deficiencies observed in the Work, but GUERNSEY shall not have responsibility for the Contractor's failure to perform the work in accordance with the Project Plan or Construction Documents or for the Contractor's acts or omissions;

A.5.6 GUERNSEY shall review and certify the amounts due the Contractor and shall issue certificates for payment. GUERNSEY's certificate for payment shall represent GUERNSEY's judgment that (1) the Work has proceeded to the extent represented; (2) the Contractor is entitled to payment; and (3) to GUERNSEY's best information and belief the quality of the Work is in accordance (subject to subsequent testing and correction of minor deviations and qualifications in the certificate) with the Project Documents. Certification of payment shall not be a representation that GUERNSEY has reviewed requisitions, payroll records or ascertained how or for what purpose the Contractor has used money previously paid;

A.5.7 When the Contractor informs GUERNSEY that the Project Work is completed, GUERNSEY shall inspect the project, prepare a list of Work requiring correction or completion, and furnish the list to the CITY. Upon notice from the Contractor that the listed Work has been completed, GUERNSEY shall make a

final inspection of the Project and inform the CITY about the balance owed the Contractor including any amounts needed to pay for final completion and correction of the Work.

**SCHEDULE B - COMPENSATION**

Compensation is defined by individual Task Orders

Additional Services (See Article 5)

GUERNSEY's current rate schedule is attached. This rate schedule will be modified on an annual basis.

**SCHEDULE C - PAYMENT**

Payment schedule is specified in Article 5 unless another payment schedule is defined by individual Task Orders

**SCHEDULE D - INSURANCE**

Special insurance requirements (if any) for projects are defined by individual Task Orders

**SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION**

Changes in governing law (if any) and changes in claims and disputes procedures (if any) are defined by individual Task Orders

**SCHEDULE F – OTHER MODIFICATIONS**

Other modifications (if any) are defined by individual Task Orders

Rate Schedule - C.H. Guernsey & Company Engineering & Environmental Group, January 2018			
Principal-in-Charge	\$219		
	<u>Senior</u>	<u>Project</u>	<u>Staff</u>
Project Manager	\$214	\$189	\$163
Project Coordinator	\$117	\$102	\$87
Chemical Engineer	\$189	\$173	\$163
Process Engineer	\$179	\$158	\$143
Mechanical Engineer	\$189	\$153	\$122
Electrical Engineer	\$189	\$163	\$126
Civil Engineer	\$184	\$148	\$122
Water Resources Planner/Engr	\$179	\$148	\$122
Structural Engineer	\$189	\$160	\$130
Regulatory Compliance Specialist	\$158	\$143	\$122
Environmental Engineer	\$163	\$122	\$92
Geologist/Hydrogeologist	\$163	\$122	\$92
Environmental Scientist/Planner	\$143	\$122	\$79
Urban Planner	\$168	\$133	\$102
Landscape Architect	\$133	\$102	\$87
Ecologist	\$143	\$112	\$92
Environmental Compliance Specialist	\$143	\$112	\$92
Safety Compliance Specialist	\$153	\$112	\$92
Engineer II / Engineer Intern	\$117	\$102	\$82
Right-of -Way Agent	\$117	\$102	\$82
Designer	\$117	\$107	\$92
Engineering Technician/CADD	\$79	\$70	\$62
Document Control	\$75	\$69	\$61
Administrative Support	\$5	\$49	\$43
Student Intern	-	\$54	\$43

Rates are adjusted on an annual basis each January 1st

15% Mark-up on all Subcontractors

Expenses (printing, mailing, etc.) reimbursed at cost

Letter Size: B&W = 0.10/Ea; Color = 0.20/Ea

11x17 Size: B&W = 0.20/Ea; Color = 0.40/Ea

Plots: B&W = 0.30/SF; Color = 0.80/SF; Color Glossy = 1.75/SF

Mileage charges @ Current IRS rate/mile

Equipment schedule available as necessary

Expert witness @ 50% surcharge



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

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

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

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TO : Honorable Mayor and Council

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

DATE : August 24<sup>th</sup>, 2021

SUBJECT : Discussion and consideration for adoption, including any possible amendment of change order #4 amending the contract with Shiloh Enterprises, Inc. to construct the Animal Services Center in an increase of \$9,240.20 to add three items and adding 63 additional days of time related to delays caused by COVID-19.

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The attached change order is for the construction of the Animal Services Center recently completed. This change order is a culmination of various field changes.

COR#07 – Access Control Connections, \$3,601. The City chose to self-perform work related to the access control (card readers) throughout the building. As a result, the contractor was asked to run additional electrical service to the access control panels.

COR#10 – Sodding, \$8,530.20. Originally this project was bid with sprigging for establishing grass. To benefit our near term maintenance and appearance of the building; we worked with the contractor to install 24,000 sqft of sodding in lieu of sprigging. Primarily in the irrigated areas where it can be established.

COR#11 – Fire Lane Stripe, \$1,463. To comply with the City Standard of fire safety for a commercial parking lot; red stripe is required along the parking lot curb and backside of parking aisles.

Remove Cantilever Gate, \$4,354 credit. This project was bid with a gate directly to the north of the sally port area but with no motor. During construction, there were issues with installing a traditional cantilever gate as designed. Instead of adding additional charges; it was determined this particular gate would be more easily done after the project using staff expertise.

Delay Days related to COVID-19 – The contractor has had various subcontractors unable to work due to a loss of man power related to COVID-19 and supply chain issues. The total days being asked for this project is 63 additional days to the contract. The contractor understands the importance of the project and generously worked with staff to add 5 items that will bring additional value to the overall project.

This will increase the original contract by \$9,240.20, bringing the new contract amount to \$2,808,235.73. The additional 63 delay days will bring the new contract length to 487 total days.

The funding for this project is appropriated in project #1019G1 Fund 270-10

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line.

Brandon Bundy, P.E.,  
City Engineer

Attachment



**AIA**<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
MWC Animal Services Center -0461  
8485 East Reno  
Midwest City, Oklahoma 73110

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: 3/11/20

**CHANGE ORDER INFORMATION:**  
Change Order Number: 004  
Date: 8/11/2021

**OWNER:** *(Name and address)*  
City Of Midwest City  
100 North Midwest Blvd  
Midwest City, Oklahoma 73110

**ARCHITECT:** *(Name and address)*  
Selser Schaefer Architects  
2002 East 6<sup>th</sup> Street  
Tulsa, Oklahoma 74104

**CONTRACTOR:** *(Name and address)*  
Shiloh Enterprises, Inc.  
5720 N. Industrial Boulevard  
Edmond, Oklahoma 73034

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR#07 Access Control Connections -	\$3,601.00.
COR#10 Add sod -	\$8,530.20.
COR#11 Add firelane Stripping per Fire Marshall-	\$1,463.00.
Remove cantilever gate (Credit)	(\$4,354.00)
Construction delays due to COVID - 63 days	

Total \$9,240.20

The original Contract Sum was	\$ 2,731,200.00
The net change by previously authorized Change Orders	\$ 67,795.53
The Contract Sum prior to this Change Order was	\$ 2,798,995.53
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,240.20
The new Contract Sum including this Change Order will be	\$ 2,808,235.73

The Contract Time will be increased by sixty-three (63) days.  
The new date of Substantial Completion will be August 13<sup>th</sup> 2021

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Selser Schaefer Architects  
\_\_\_\_\_  
ARCHITECT *(Firm name)*

Shiloh Enterprises, Inc.  
\_\_\_\_\_  
CONTRACTOR *(Firm name)*

City Of Midwest City  
\_\_\_\_\_  
OWNER *(Firm name)*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Jeffrey Thomas, Associate Principal  
\_\_\_\_\_  
PRINTED NAME AND TITLE

Steve Preston, President  
\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
PRINTED NAME AND TITLE

8/11/2021  
\_\_\_\_\_  
DATE

8/11/2021  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**PRIME ELECTRIC CO.** / 400 S. Coltrane, Edmond, OK 73034 • (405) 359-9190

TO: Shiloh Construction  
 Project MWC Animal Shelter  
 COR No. 7  
 COR Title RFI 40 ACCESS CONTROL POWER VE

COR Date 7/1/2021

Revision Date

COR Item No	Description	Qty	Material	Labor		Equipment	
				Hours	Costs	Type	Cost
1	12-2 MC CABLE	150	\$296.10	6.75	\$ 288.56	DJE	\$ 21.64
2	POWER SUPPLY CONNECTION/TERMINATION	15	\$121.50	20.25	\$ 865.69	DJE	\$ 64.93
3	POWER J BOX CONNECTION/TERMINATION	15	\$12.15	3.05	\$ 130.17	DJE	\$ 9.76
4	UPDATE AS-BUILTS	1	\$5.67	1.35	\$ 57.71	DJE	\$ 4.33
5	REWORK PANEL SCHEDULE	3	\$11.34	2.70	\$ 115.43	DJE	\$ 8.66
6					\$ -	DJE	\$ -
7					\$ -	DJE	\$ -
8	PRICING IS NOT PER RFI 40. PRICING IS TO CAPTURE THE CLOSEST				\$ -	DJE	\$ -
9	AVAILABLE 120V POWER FOR CONNECTION TO THE ACCESS CONTROL				\$ -	DJE	\$ -
10	POWER SUPPLY				\$ -	DJE	\$ -
11					\$ -	DJE	\$ -
12					\$ -	DJE	\$ -
13					\$ -	DJE	\$ -
14					\$ -	DJE	\$ -
15					\$ -	DJE	\$ -
16					\$ -	DJE	\$ -
17					\$ -	DJE	\$ -
18					\$ -	DJE	\$ -
19					\$ -	DJE	\$ -
20					\$ -	DJE	\$ -
21					\$ -	DJE	\$ -
22					\$ -	DJE	\$ -
23					\$ -	DJE	\$ -
24					\$ -	DJE	\$ -
25					\$ -	DJE	\$ -
26					\$ -	DJE	\$ -
27					\$ -	DJE	\$ -
<b>Totals</b>			<b>\$ 446.76</b>	<b>34.10</b>	<b>\$ 1,457.56</b>		<b>\$ 109.32</b>
					<b>Labor Burden</b>	<b>\$ 595.41</b>	
<b>Total Raw Costs (Labor+Labor Burden+Material+Equipment+Tax)</b>						<b>\$</b>	<b>2,609.05</b>
<b>Project Management Expense</b>						<b>\$</b>	<b>-</b>
<b>Sales Tax - No</b>						<b>\$</b>	<b>-</b>
<b>Overhead @ 5%</b>						<b>\$</b>	<b>130.45</b>
<b>Profit @ 5%</b>						<b>\$</b>	<b>136.98</b>
<b>Supervision</b>						<b>\$</b>	<b>724.52</b>
<b>Bonds -No</b>						<b>\$</b>	<b>-</b>
<b>GRAND TOTAL</b>						<b>\$</b>	<b>3,601.00</b>

**NOTES: Pricing Expires 2weeks From Date Above and Subject to Recalculation**  
*Proposal excludes cutting, patching, or painting of any surface unless specifically included above.*  
*Proposal assumes all work to be performed during normal working hours and does not include any overtime unless shown*  
*No work to begin until written authorization for this proposal.*



GENERAL CONSTRUCTION  
 MANAGEMENT  
 5720 N. I-35 Industrial Blvd.  
 Edmond, Ok. 73034

405-341-5500 Phone

405-341-7106 Fax

7/21/2021

**Midwest City Animal Service Center**  
**COR#10-Sod areas covered by irrigation 24,000 sq ft**

	ADD	DEDUCT
Shiloh-Sod at \$.42 per sq ft	\$10,080.00	
Complete-Deduct for sprigging		(\$1,956.00)

Subtotal	\$8,124.00
OH&P 5% (half)	\$406.20
<b>Total</b>	<b>\$8,530.20</b>



GENERAL CONSTRUCTION  
MANAGEMENT  
5720 N. I-35 Industrial Blvd.  
Edmond, Ok. 73034

405-341-5500 Phone

405-341-7106 Fax

8/6/2021

**Midwest City Animal Service Center**  
**COR#11-Add Firelane Stripping per Fire Marshal**

**ADD      DEDUCT**

Connelly

\$1,330.00

Subtotal	<hr/>	\$1,330.00
OH&P 10%		\$133.00
<b>Total</b>	<hr/>	<b>\$1,463.00</b>

## Steve Preston

---

**From:** David French <dwfrench2009@live.com>  
**Sent:** Thursday, August 5, 2021 4:28 PM  
**To:** steve@shiloh-inc.com  
**Subject:** Fwd: MWC

We need this for the building final on Monday. Go no go?

Get [Outlook for iOS](#)

---

**From:** Morgan Connelly <morgan@connellypaving.com>  
**Sent:** Thursday, August 5, 2021 3:36:04 PM  
**To:** David French <dwfrench2009@live.com>  
**Subject:** Re: MWC

David,

Our price to add firelane striping per mark up would be \$1,330.00. If they are wanting fire lane signs and posts, those will be \$275.00/EA installed.

Let me know.

On Thu, Aug 5, 2021 at 3:23 PM David French <[dwfrench2009@live.com](mailto:dwfrench2009@live.com)> wrote:

Morgan please see fire lane detail from fire Marshall.  
Get [Outlook for iOS](#)

--  
Morgan Connelly  
Connelly Paving Co.  
Office: (405) 943-8388  
Fax: (405) 946-5621  
Web: [www.connellypaving.com](http://www.connellypaving.com)

**FENCE OKC COMMERCIAL ESTIMATE**

FenceOKC.com  
 1236 NW 4th Street  
 Oklahoma City, OK 73106  
 (405) 778-1545

**Sales Representative**  
 Jarrett Goble  
 (405) 420-3224  
 Jarrett@fenceokc.com



**midwest city animal shelter fence  
 OK**

<b>Estimate #</b>	23563
<b>Date</b>	7/21/2021

Hello ,  
 Thank you for allowing Fence OKC to provide you with an estimate on your project. If you have any questions or concerns, please feel free to call us at (405) 778-1545 or send us an email at [info@fenceokc.com](mailto:info@fenceokc.com). We will be more than happy to answer any questions you may have and look forward to serving you.

Item	Description	Qty	Price	Amount
Deduct	deduct cantilever and parallel fence	1.00	(\$4,354.00)	(\$4,354.00)

**CUSTOMER SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PLEASE NOTE:**

<b>Sub Total</b>	(\$4,354.00)
<b>Total</b>	(\$4,354.00)

- Sales tax will be applied to invoice on materials only and is included in estimate. If job is tax free please submit proper documentation.
- Additional charges will be incurred if scope of work changes beyond plans and specifications provided.
- Estimate is valid for 7 days from date estimate given. No sales or special pricing will extend beyond advertised time.
- Payment terms to be outlined in contract. If no formal contract, this document shall serve as such and payment terms shall be 50% of project paid 7 days prior to commencement and remainder shall be paid in progress payments or lump sum upon project completion.
- Estimates are for check or cash price. If paying by credit card, please add a 3% convenience fee.
- We are not responsible for damage to un-locatable sprinkler lines, sewage lines, water lines, and other un-locatable utilities.
- If the final installed footage is more or less than the estimate. Invoice may be adjusted proportionally per linear foot.
- We are not responsible for locating property markers/pins, and improperly placed fence lines per owner's instruction.
- If an approximate installation time/date are provided. It is only tentative. Please be aware of possible delays such as weather, OKIE811, or progressing jobs with extended workflow.
- Estimates assume ground is graded and clear of poison ivy, trees, rock, vegetation, over-growth, retaining walls, and buried obstructions. Should Fence OKC encounter buried rock, concrete or other prior unknown obstructions there may be additional fees incurred.
- This estimate does not include price for insurance of stored material.
- Unless specified by separate contract, change orders must be submitted in writing to fence OKC no later than 5 business days prior to project start date. Change orders submitted may result of change of install date. Change orders submitted during project installation will be subject to an additional fee. You may submit a change order at [fenceokc.com/change](http://fenceokc.com/change).

**NOTES**

\*\*This document is a good faith estimate of the materials required for the job or project whose owner's name, property location, and project date are listed above. This estimate is based upon plans, drawings, and/or other written information furnished or communicated by the owner to FenceOKC.com for their proprietary use.

**MANUFACTURING FACILITY**  
 FenceOKC.com | 1236 NW 4th Street  
 Oklahoma City, OK 73106 | (405) 778-1545

**FenceOKC's Mandatory  
 STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES at**  
<https://www.fenceokc.com/terms>

**CUSTOMER SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_



General Construction  
Management

City of Midwest City

July 28, 2021

Ref: MWC Animal Service Center  
Project Completion

Brandon,

Despite best efforts to keep the project on track throughout the last year as if it was a normal working year the pandemic did, has and continues to impact all aspects of progress. Whether it was the vast number of subcontractors who delayed progress due to quarantines, or the on-going issue with timely materials and as of lately the lack of manpower. Covid has severely impacted and delayed the project. However, the project is about to finish and should be completed on or before August 13<sup>th</sup>, with the exception, of possible punch list items. We were grateful to have been awarded the project and have enjoyed working with Midwest City and in spite of, what I have been told as, amendments made to the AIA-201 last year section 8.3 in which added verbiage to outline a pandemic as a excusable delay and 8.4 in which made it so the contractor can seek reimbursent for delays due to a pandemic, we would rather show our gratitude.

We were recently asked to quote a change order for five items the City wanted to add, additional gutters and downspouts, condensation drainage, electrical for the City furnished sign, relocation of switches and fill in north island. We propose to complete these items at zero costs to the City and only ask the project completion date be adjusted to August 13, 2021 to account for the ongoing delays the pandemic has caused, as well the additional changes have added time to overall

completion date. In addition to these five changes we will cover the costs to have the address signage corrected to the address the City intends to use for the project. Again, we have really enjoyed working with Midwest City and do understand the delays have had an impact on the City and the use of the new facility and hope by completing these items at our own expense is received as compensation for the delays the pandemic has caused and the overall completion date.

Sincerely,



Steve Preston

President



CITY of MIDWEST CITY  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 ENGINEERING DIVISION

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

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

TO : Honorable Mayor and Council

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

DATE : August 24<sup>th</sup>, 2021

SUBJECT : Discussion and consideration, including any possible amendment of the re-appointing of Earl Foster, Dean Hinton, and Christine Price Allen to the ADA Transition Plan Committee.

The terms of Earl Foster, Dean Hinton, and Christine Price Allen expire on October 19<sup>th</sup>, 2021.

- Mr. Foster has expressed interest in being reappointed.
- Mr. Hinton is an appointee of the Planning Commission which recommended reappointment at their regular meeting held August 3<sup>rd</sup>, 2021.
- Councilwoman Price Allen is an appointee of the City Council

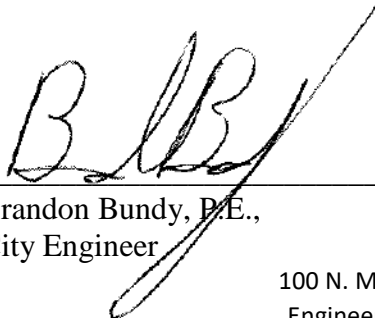
The reappointment would be for the standard three year term upon the discretion of the Mayor.

On August 11, 2015, the Midwest City Council voted to accept the Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan and an ADA Transition Plan Committee made up of five people who live and/or work in Midwest City as well as one Planning Commissioner and one City Councilperson. The ADA Transition Plan Committee typically meets every May and November.

Current members are as follows:

<i>Earl Foster</i>	<i>Expires October 19<sup>th</sup>, 2021</i>
<i>Dean Hinton (Planning Commission)</i>	<i>Expires October 19<sup>th</sup>, 2021</i>
<i>Christine Price Allen (City Council)</i>	<i>Expires October 19<sup>th</sup>, 2021</i>
Max Wilson	Expires December 10 <sup>th</sup> , 2022
Rick Wilson	Expires December 10 <sup>th</sup> , 2022
Clint Reininger	Expires August 11 <sup>th</sup> , 2023
John Reininger	Expires August 11 <sup>th</sup> , 2023

Action is at the discretion of Mayor and Council.

  
 \_\_\_\_\_  
 Brandon Bundy, P.E.,  
 City Engineer





DISCUSSION ITEMS





he City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council  
**From:** Billy Harless, Community Development Director  
**Date:** August 24, 2021

**Subject:** (PC – 2083) Discussion and consideration of adoption, including any possible amendment of the Aspen Ridge Section 3 Replat for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

**Executive Summary**

In May of 2021 an application to revise the entire Turtlewood Preliminary Plat was approved in order to add additional land area for the sole purpose of detention. This plat is a continuation of the entire Turtlewood Addition. The developer has opted to name all sections west of Snapper Lane 'Aspen Ridge'. The application is being heard under the 1985 Subdivision Regulations as the original preliminary plat was heard under those regulations. During the Council hearing for the revised preliminary plat, a resident of the Turtlewood neighborhood asked if the covenants for Turtlewood and Aspen Ridge would be separate and which covenants would address maintenance and responsibility for the new detention area. The applicant stated that the Aspen Ridge covenants would address the new detention facility. The Council requested that the Aspen Ridge covenants be submitted with this replat application and for the City Attorney to review them. The City Attorney has reviewed the covenants and found them to be acceptable and approved. Action is at the discretion of the City Council.

**Dates of Hearing:**

Planning Commission – August 3, 2021  
City Council – August 24, 2021

**Owner:** Farzaneh Development, LLLP

**Engineer:** Chris Anderson, SMC Consulting Engineers

**Proposed Use:** 71 single family residential lots

**Size:**

The area of request encompasses an area of 15.36 acres, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request – LDR, Low Density Residential  
North, East and West – SFD, Low Density Residential  
South – COM, Commercial, and IND, Industrial



**Zoning Districts:**

Area of Request – R-6, Single Family Detached Residential and PUD, Planned Unit Development

North, East and West – R-6, Single Family Detached Residential

South – R-6, Single Family Detached Residential, I-2 SUP, Moderate Industrial District with Special Use Permit for Concrete Plant, and PUD, Planned Unit Development governed by C-3, Community Commercial

**Land Use:**

Area of Request – vacant

North and East – single family residences

West – Vacant

South – Vacant and industrial concrete plant

**Municipal Code Citation:**

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

**Chapter 38.81.** (c) of the Municipal Code reads in part, “A final plat must be in substantial compliance with the approved preliminary plat in order to be heard by the planning commission.” This final plat application is in substantial compliance with the preliminary plat approved in November 2017.

**History:**

1. April 2004 – (PC-1529) Preliminary Plat of the Turtlewood Addition was approved.
2. July 2004 – (PC-1552) The Final Plat of Turtlewood Section 1 was approved.
3. September 2004 (PC-1560) The Preliminary Plat of Turtlewood 3<sup>rd</sup> was approved.
4. May 2006 (PC-1610) The Final Plat for Turtlewood 2<sup>nd</sup> Addition was approved.
5. July 2006 (PC-1616) A revised Preliminary Plat for the Turtlewood Addition was approved.
6. September 2009 (PC-1701) The Final Plat for Turtlewood Section 3 was approved.
7. December 2009 (PC-1706) The Final Plat for Turtlewood Section 4 was approved.
8. April 2013 (PC-1785) The Final Plat for Turtlewood Section 5 was approved.
9. January 2018 (PC-1929) – The City Council approved the revised Preliminary Plat of the Turtlewood Addition.
10. February 2018 (PC-1932) – The Final Plat for Turtlewood Section 6 was approved.
11. September 2019 (PC-2018) – The Final Plat of Aspen Ridge Section 3 was approved.
12. May 2021 (PC-2078) – A revised preliminary plat was approved.
13. The Planning Commission recommended approval of this item on August 3, 2021.

**Engineering Comments:**

Note: This application is for a replat of the Aspen 3 Addition.

As the original plat was heard under the previous Subdivision Regulations, this application will be heard in accordance with those regulations as well. The installation of public water, sewer, streets, and sidewalks is a requirement of the remaining undeveloped area within this preliminary plat.

City staff has been working with the developer to include Common Area “H” into the preliminary plat in order to better align the Home Owners Responsibility of maintenance as well as reflect that the detention pond within Common Area “H” is detaining water from Aspen 3 shown as blocks 12, 13, and 14 of the replat.

**Fire Comments:**

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

**Planning Comments:**

This replat is being requested in order to add additional land area for detention to the Turtlewood/Aspen Ridge Addition. This replat is consistent with the approved revised preliminary plat.

As the original preliminary plat of Turtlewood was approved in April of 2004, this Final Plat will be reviewed under the previous subdivision regulations.

The additional area for detention will be the responsibility of the Aspen Ridge HOA. The City Attorney has reviewed and approved the covenants submitted with this application.

Action is at the discretion of the City Council.

**Action Required:** Approve or reject the Replat of Aspen Ridge Section 3 located on the property as noted herein, subject to the staff comments and found in the August 24, 2021 agenda packet and made a part of PC-2083 file.



Billy Harless, AICP  
Community Development Director

KG

The City of  
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: July 14, 2021

Subject: Engineering staff comments for pc-2083 replat application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2083:**

Note: This application is for a replat of the Aspen 3 Addition.

As the original plat was heard under the previous Subdivision Regulations, this application will be heard in accordance with those regulations as well. The installation of public water, sewer, streets, and sidewalks is a requirement of the remaining undeveloped area within this preliminary plat.

City staff has been working with the developer to include Common Area "H" into the preliminary plat in order to better align the Home Owners Responsibility of maintenance as well as reflect that the detention pond within Common Area "H" is detaining water from Aspen 3 shown as blocks 12, 13, and 14 of the replat.

**From:** Donald Maisch  
**To:** Kellie Gilles; Billy Harless; Brandon Bundy  
**Date:** 7/16/2021 11:34 AM  
**Subject:** Fwd: Aspen Ridge Section 3 revised  
**Attachments:** Aspen Ridge Section 3 revised

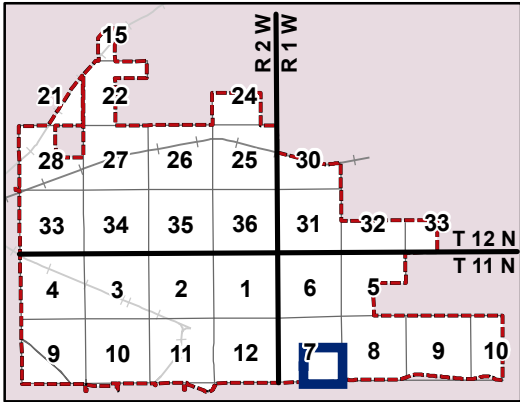
The attached amendments to the Aspen Ridge HOA documents are acceptable and approved.

Thanks!!!

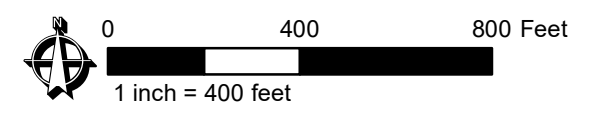
***Donald D. Maisch***  
City Attorney  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
(405) 739-1203  
DMaisch@MidwestCityOK.org



Locator Map

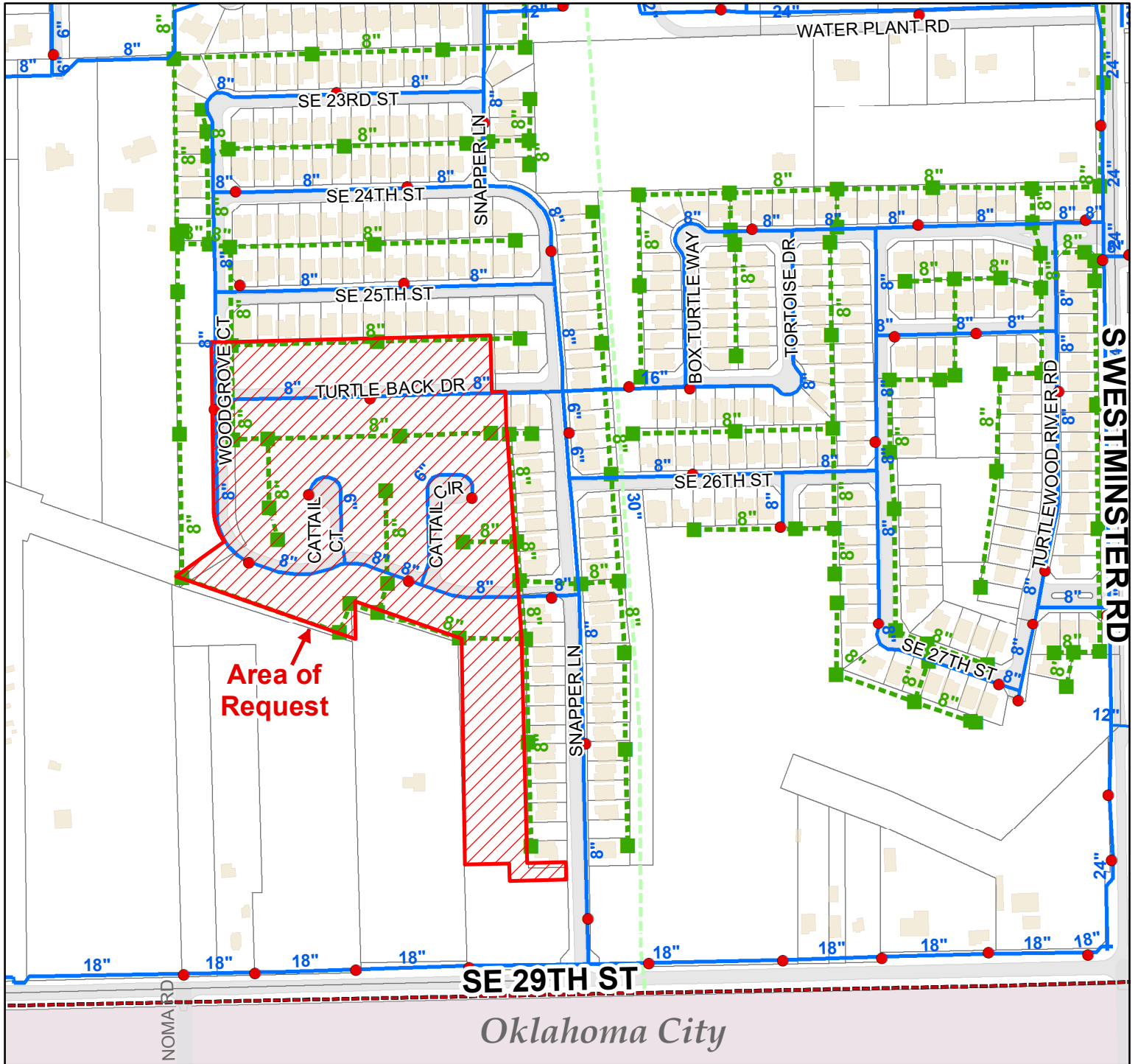


**4/2021 NEARMAP AERIAL VIEW FOR  
PC-8083  
(SE/4, Sec. 7, T11N, R1W)**

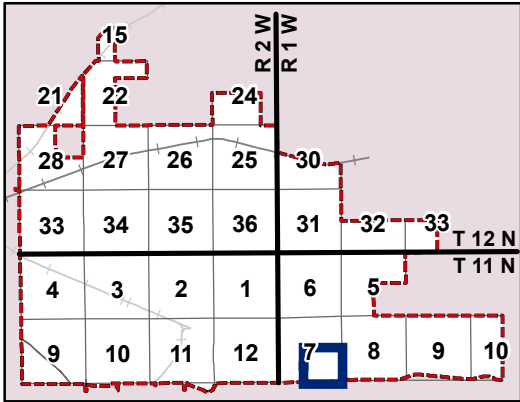


THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT 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.





Locator Map

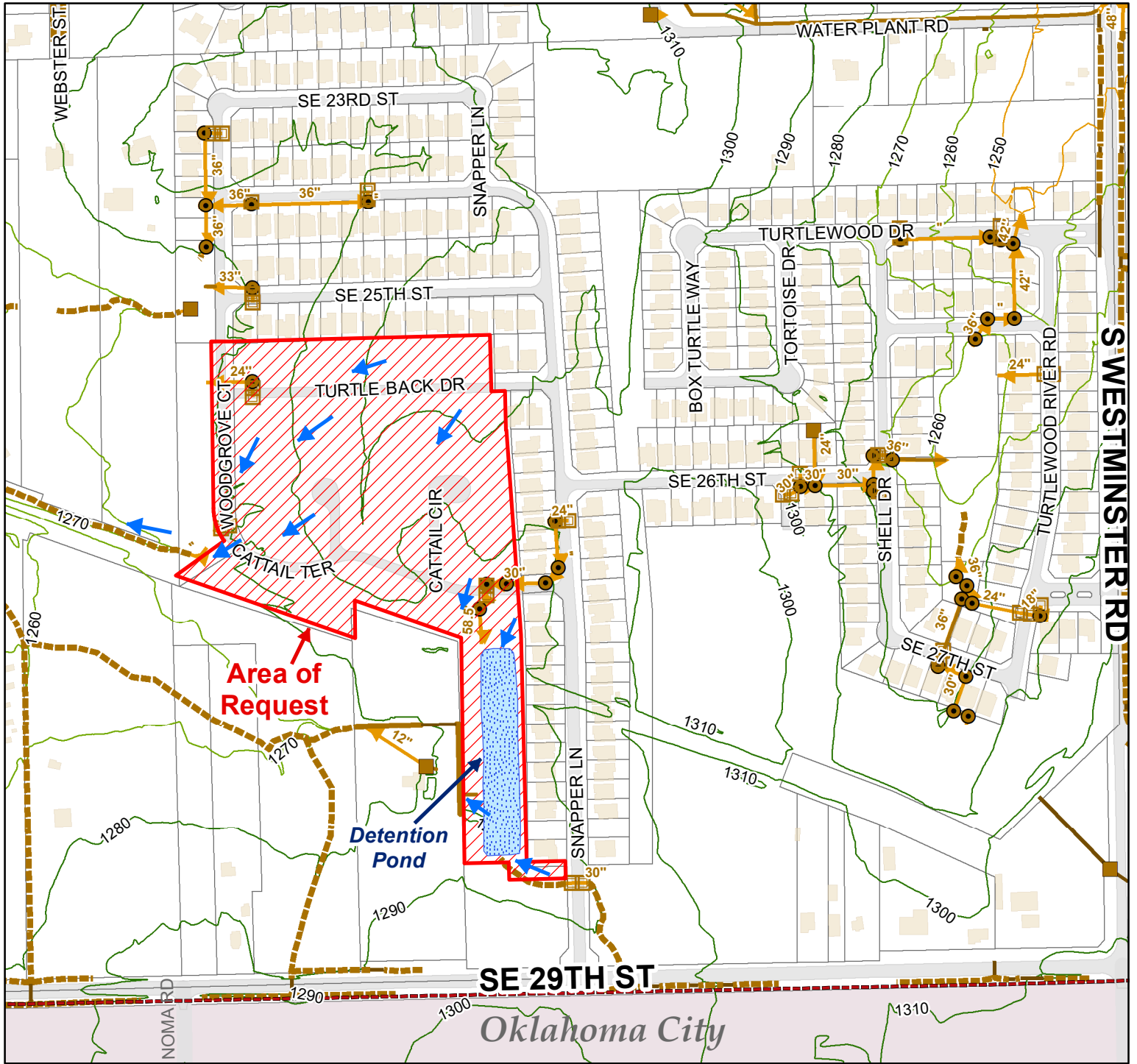


**Water/Sewer Legend**

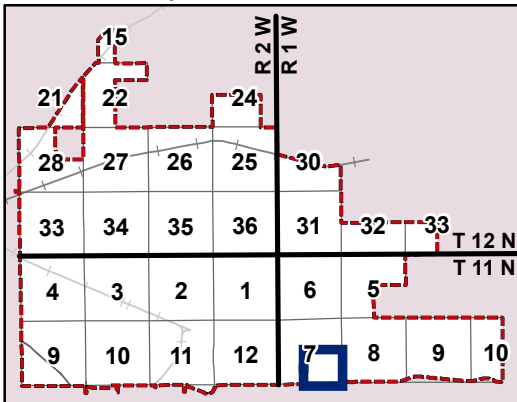
- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - - - OKC Cross Country
  - - - Sooner Utilities
  - - - Thunderbird
  - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE LOCATION MAP FOR PC-2083 (SE/4, Sec. 7, T11N, R1W)**

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.



Locator Map

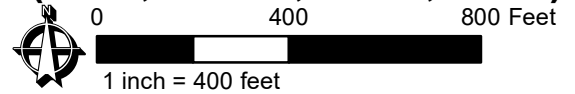


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

- 2009 FEMA Floodplains**
- 500-yr floodplain
  - 100-yr floodplain
  - 2009 FEMA Floodway

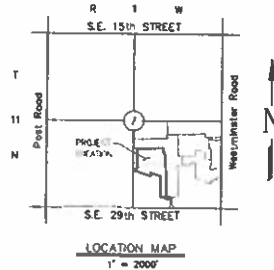
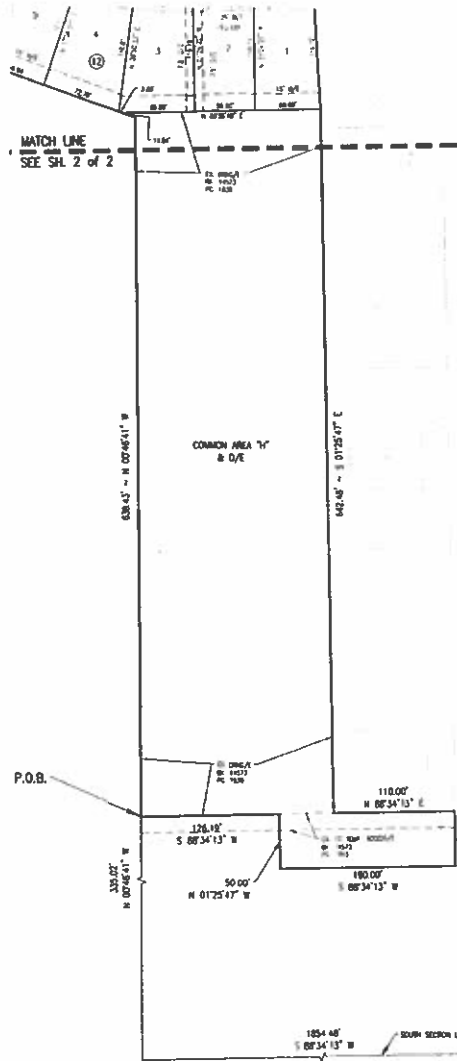
# DRAINAGE LOCATION MAP FOR PC-2083

(SE/4, Sec. 7, T11N, R1W)



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.

A REPLAT OF THE FINAL PLAT OF  
**ASPEN RIDGE SECTION 3**  
 A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.  
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



**OWNER'S CERTIFICATE AND DEDICATION**  
 KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, FARZANEH DEVELOPMENT, L.L.P., a Limited Liability Partnership, by J & M DEVELOPMENT, LLC, an Oklahoma limited liability company, General Partner, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of a Replat of the Final Plat of ASPEN RIDGE SECTION 3, a subdivision of a part of the S.E. 1/4, Section 7, T11N, R1W, of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and have caused the said premises to be surveyed and plotted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of a Replat of the Final Plat of ASPEN RIDGE SECTION 3, FARZANEH DEVELOPMENT, L.L.P., a Limited Liability Partnership, dedicating all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstractor's Certificate. Covenants, restrictions, and reservations for the addition are contained in a separate instrument and will be filed subsequently.

In Witness Whereof the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JARZANEH DEVELOPMENT, L.L.P., a Limited Liability Partnership  
 by J & M DEVELOPMENT, LLC, an Oklahoma limited liability company, General Partner

John Farzaneh, Manager

STATE OF OKLAHOMA s.s.  
 COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of J & M DEVELOPMENT, LLC, an Oklahoma limited liability company, General Partner of FARZANEH DEVELOPMENT L.L.P., a Limited Liability Partnership, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of FARZANEH DEVELOPMENT L.L.P., a Limited Liability Partnership, for the uses and purposes therein set forth.

**BONDED ABSTRACTOR'S CERTIFICATE**

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of a Replat of the Final Plat of ASPEN RIDGE SECTION 3, a subdivision of a part of the S.E. 1/4, Section 7, T11N, R1W, of the I.M., Midwest City, Oklahoma County, Oklahoma appears to be vested in FARZANEH DEVELOPMENT, L.L.P., on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Chicago Title Oklahoma Co.

Attest: \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

I, \_\_\_\_\_, Chairman of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the Replat of the final plat of ASPEN RIDGE SECTION 3, Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN

**ACCEPTANCE OF DEDICATIONS**

Be it resolved by the City Council of the City of Midwest City, Oklahoma that the dedications shown on the annexed plat of a Replat of the final plat of ASPEN RIDGE SECTION 3, Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

CITY CLERK

MAYOR

**CERTIFICATE OF CITY CLERK**

I, \_\_\_\_\_, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unamortized installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of a Replat of the final plat of ASPEN RIDGE SECTION 3, Midwest City, Oklahoma County, Oklahoma.

Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK

**COUNTY TREASURER'S CERTIFICATE**

I, Forrest "Butch" Freeman, hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20\_\_\_\_, and all prior years on the land shown on the annexed plat of a Replat of the Final plat of ASPEN RIDGE SECTION 3, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY TREASURER, Forrest "Butch" Freeman

**LICENSED LAND SURVEYOR**

I, Denver Winchester, do hereby certify that I am a Licensed Land Surveyor in the State of Oklahoma, and that the Replat of the Final Plat of ASPEN RIDGE SECTION 3, an addition to the City of Midwest City, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

CRAFTON, TULL & ASSOCIATES, INC.  
 300 Pointe Parkway Blvd  
 Yukon, OK 73099  
 PHONE: (405) 787-6270

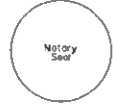
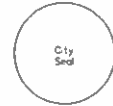
Denver Winchester, LICENSED LAND SURVEYOR No. 1852  
 OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 893 EXPIRES Aug. 30, 2022.

STATE OF OKLAHOMA s.s.  
 COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Denver Winchester, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.  
 My Commission Expires \_\_\_\_\_

NOTARY PUBLIC



Date: May 27, 2021

SBC Consulting Engineers, P.C.  
 815 W. Main Street  
 Oklahoma City, OK 73106  
 Ph: (405) 232-7715  
 Oklahoma C&E#484 Exp. 6-30-2021

THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.

**A REPLAT OF THE FINAL PLAT OF  
ASPEN RIDGE SECTION 3**  
A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.  
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

**LEGAL DESCRIPTION:**

A tract of land in the Southeast Quarter (S.E. 1/4) of Section Seven (7), Township Eleven North (T11N), Range One West (R1W) of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

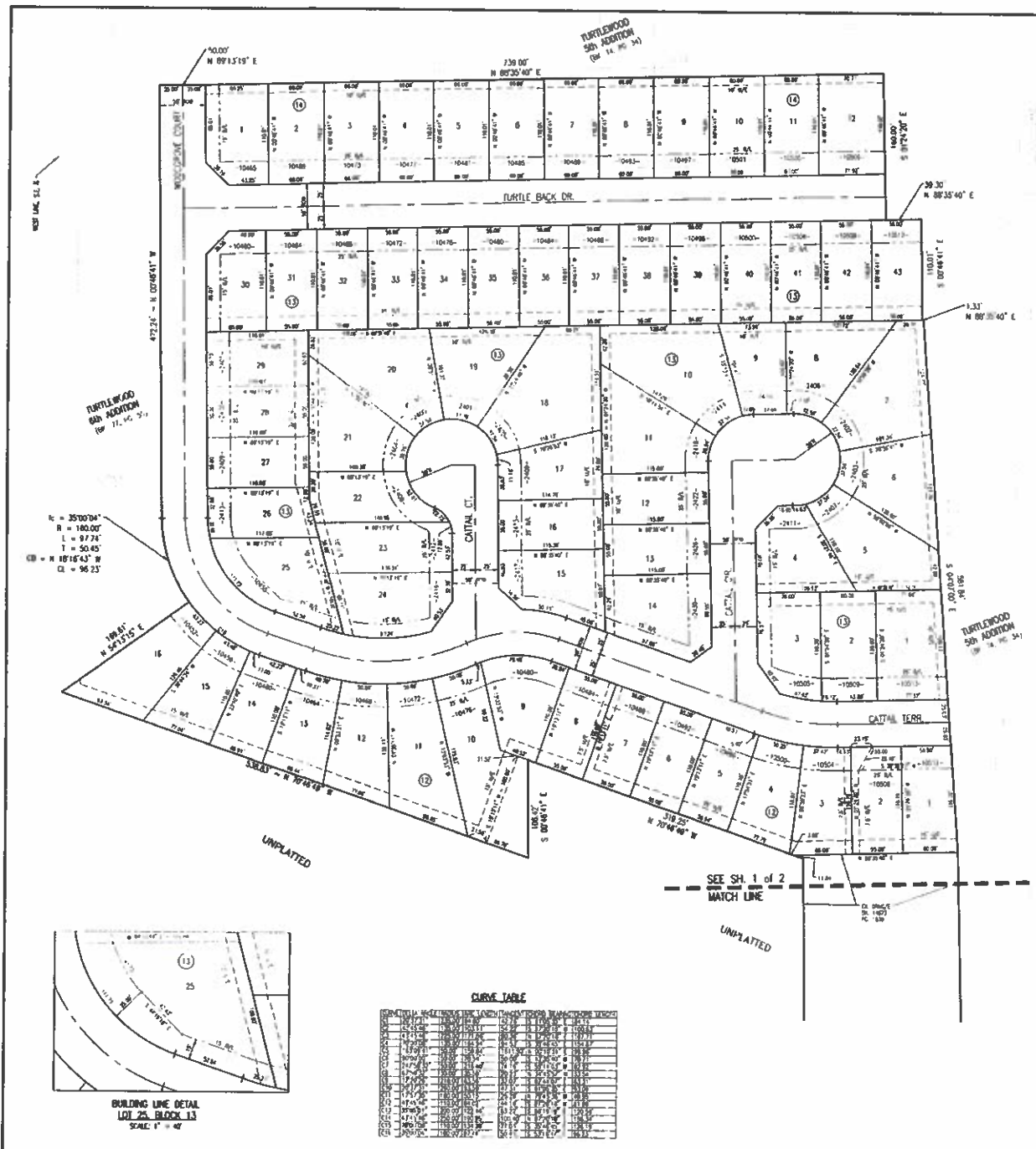
COMMENCING at the Southeast Corner of said S.E. 1/4, THENCE South 88°34'11" West along the South line of said S.E. 1/4 a distance of 1854.48 feet, THENCE North 07°46'41" West a distance of 335.02 feet to the POINT OF BEGINNING;

THENCE bearing North 07°46'41" West a distance of 833.43 feet, THENCE North 70°45'40" West a distance of 319.25 feet, THENCE South 07°46'41" East a distance of 106.42 feet, THENCE North 70°46'49" West a distance of 538.83 feet, THENCE North 54°13'15" East a distance of 769.61 feet to a point on a non-tangent curve, THENCE around a curve to the right having a radius of 160.00 feet (said curve subtended by a chord which bears North 18°16'43" West, a distance of 362.23 feet) and an arc length of 377.74 feet, THENCE North 07°46'41" West a distance of 472.14 feet to a point on the South line of said final plat of TURTLEWOOD 5<sup>TH</sup> ADDITION, THENCE along the boundary of said final plat the following ten (10) courses:

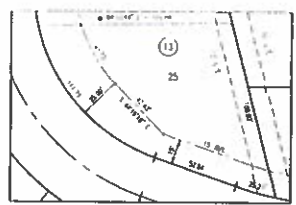
- 1) North 89°13'19" East a distance of 50.00 feet,
- 2) North 88°35'40" East a distance of 739.00 feet,
- 3) South 01°24'20" East a distance of 160.00 feet,
- 4) North 88°35'40" East a distance of 39.30 feet,
- 5) South 07°46'41" East a distance of 110.01 feet,
- 6) North 88°35'40" East a distance of 1.33 feet,
- 7) South 01°25'47" East a distance of 642.49 feet,
- 8) South 01°25'47" East a distance of 642.49 feet,
- 9) North 88°34'13" East a distance of 110.00 feet,
- 10) South 01°25'47" East a distance of 50.00 feet.

THENCE South 89°34'13" West a distance of 160.00 feet, THENCE North 01°25'47" West a distance of 50.00 feet, THENCE South 88°34'13" West a distance of 126.19 feet to the POINT OF BEGINNING.

Said tract contain 1811 acres, more or less.



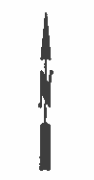
R = 2570.04'  
L = 160.00'  
T = 50.45'  
C = N 88°16'43" W  
CL = 96.23'



**CURVE TABLE**

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00.00	N 18°16'43" W	362.23	180°	377.74
1+362.23	S 70°46'49" W	106.42	180°	106.42
1+468.65	N 70°45'40" W	833.43	180°	833.43
1+1302.08	S 07°46'41" E	335.02	180°	335.02
1+1637.10	N 07°46'41" W	1854.48	180°	1854.48

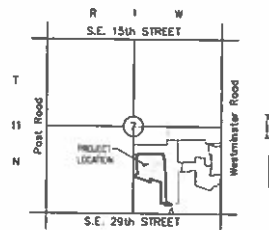
THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.



SCALE 1" = 60'

BASE OF BEARING IS S 89°34'13" W AS SHOWN ON THE SOUTH LINE OF THE S.E. 1/4 OF SECTION 7

TOTAL LOTS = 71



LOCATION MAP  
1" = 2000'

**NOTES:**

- 1) RESTRICTIVE COVENANTS, IF ANY, ARE FILED SEPARATELY.
- 2) A SIDEWALK SHALL BE CONSTRUCTED ON EACH LOT WHERE IT ADJUTS A LOCAL AND/OR A COLLECTOR STREET. THE SIDEWALK IS REQUIRED AT THE BUILDING PERMIT STAGE AND MUST BE INSTALLED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FROM THE CITY OF MIDWEST CITY.
- 3) ANY ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE OF LEGAL DESCRIPTION.

-1617- = ADDRESSES  
LMA = LIMITS OF NO ACCESS  
U/E = UTILITY EASEMENT  
P/E = PUBLIC EASEMENT  
B/L = BUILDING LINE  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
R.O.W. = RIGHT OF WAY

Date: Nov. 27, 2021

SIC Consulting Engineers, P.C.  
813 W. Main Street  
Oklahoma City, OK 73108  
Ph: (405)322-7715  
Oklahoma CA#484 Exp. 6-30-2021



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** August 24, 2021

**Subject:** (PC-2084) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict HOS, Hospitality, to R-HD, High Density Residential and a resolution to amend the Comprehensive Plan from MDR, Medium Density Residential, to HDR, High Density Residential, for the property described as Lots 9, 10, 11, 12, 13 and 14 of Block 2 in the Aviation Acres Addition. These lots are addressed as 5901, 5905, 5909, 5913 and 6001 Will Rogers Rd.

**Executive Summary:** This application is a request to rezone the area of request to R-HD, High Density Residential. The R-HD zoning district is intended to provide for a density of more than 20 dwelling units per acre. The applicant has provided a rendering of the proposed development. No variances are being requested with this application. If this request is approved, the development will be required to meet all zoning, engineering, building and fire codes adopted by the City of Midwest City. Action is at the discretion of the City Council.

**Dates of Hearing:** Planning Commission – August 3, 2021  
City Council – August 24, 2021

**Council Ward:** Ward 1, Councilmember Susan Eads

**Owners:** Midwest City Hospital Authority, Finch Realty LLC and Will Rogers Premium Real Estate LLC

**Applicant:** Brentwood Investments, LLC – Joel Bryant

**Proposed Use:** Multi-family Residential

**Development Proposed by Comprehensive Plan:**

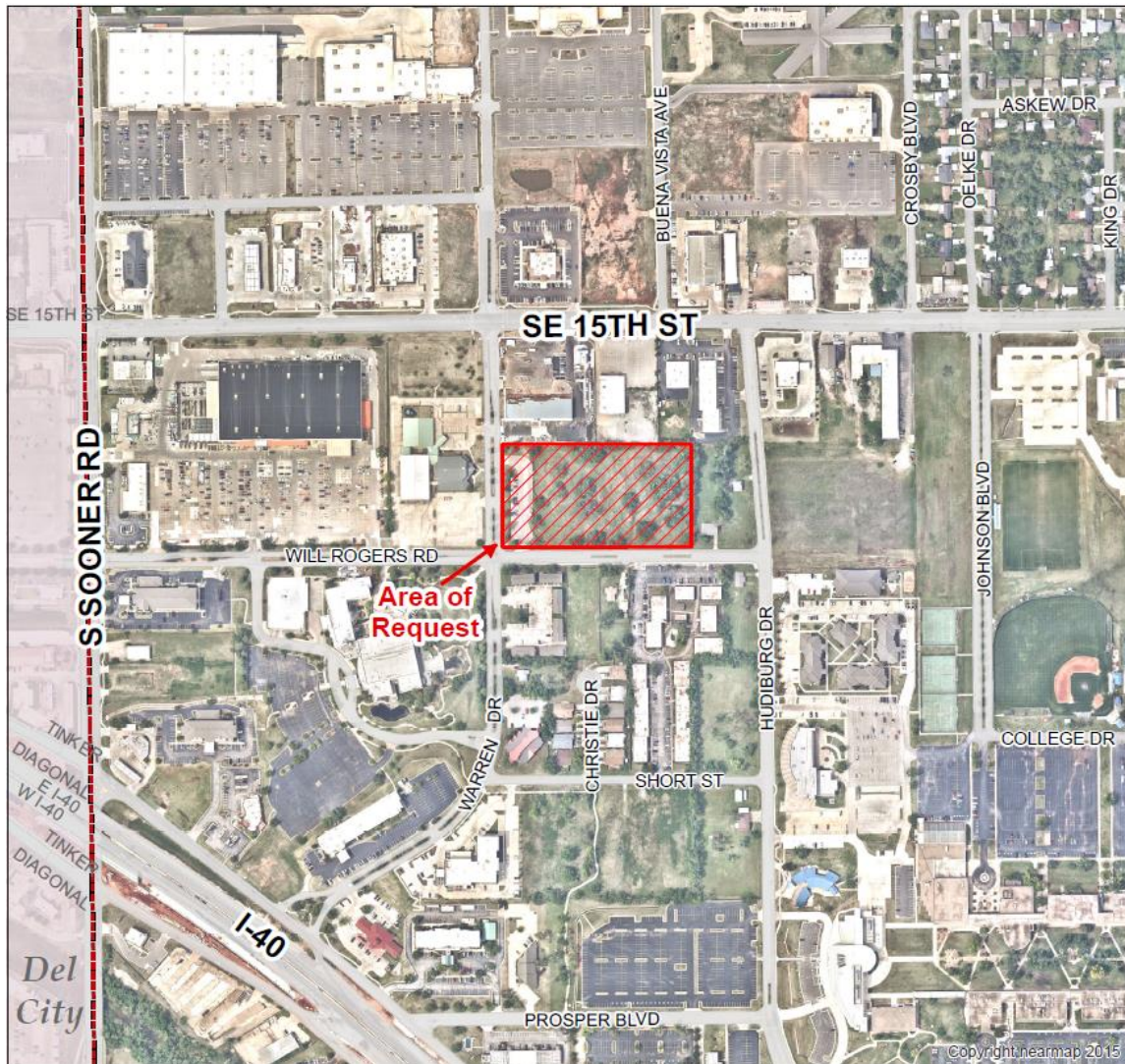
Area of Request – Medium Density Residential (MDR)

North – Office/Retail (OR)

South – Office/Retail (OR) and High Density Residential (HDR)

East – Medium Density Residential (MDR)

West – Public/Semi-Public (PSP)



**Zoning Districts:**

Area of Request – HOS, Hospitality

North – C-3, Community Commercial and C-4, General Commercial

South – HOS, Hospitality

East – SPUD, Simplified Planned Unit Development

West – R-6, Single Family Residential with Special Use Permits for a church

**Land Use:**

Area of Request – vacant

North – commercial businesses

South – apartments

East – vacant

West – church

**Size:**

The area of request has a frontage of approximately 600' along Will Rogers Dr. and a depth of approximately 330' containing an area of approximately 4.5 acres, more or less.

**Municipal Code Citation:**

**2.10 R-HD, High Density Residential District**

2.10.1. General Description

This is a residential district to provide for a density of more than twenty (20) units per gross acre. The principal use of land is for a wide variety of dwelling types.

Related recreational, religious, and educational uses normally located to serve residential areas also are permitted to provide the basic elements of convenient, balanced, and attractive living areas.

**Comprehensive Plan Citation:**

**High Density Residential Land Use**

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

**History:**

1. This current zoning of the area of request has been in place since the adoption of the 2010 zoning map.
2. A portion of the area of request was zoned R-4, High Density Residential on the 1985 Zoning Map with the rest of the area being rezoned R-1-D Single Family Residential.
3. The Planning Commission recommended approval of this item on August 3, 2021.

**Staff Comments:**

**Engineer's report:**

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are two public water mains bordering the proposed parcel; a six (6) inch line along the west side of Warren Drive and a six (6) inch line running along the north side of Will Rogers Road. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

Immediately bordering the proposed parcel is an eight (8) inch public sanitary sewer along the east side and north side of the subject parcel. Any new building permit will require tie into the public sewer system as outlined in Municipal Code 43-109. Note that the sewer system in this area has current issues with capacity. High use on this system may need to be further studied upon building permit.

Streets and Sidewalks

Access to the area of request exists off Warren Drive and Will Rogers Road. Both Warren Drive and Will Rogers Road are classified as Local Roads in the 2008 Comprehensive Plan. There are existing medians on both Warren Drive and Will Rogers Road. Future development will need to take existing conditions under consideration. Sidewalk will be required with a building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an “Area of Minimal Flood Hazard” on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Detention will be required with a building permit and tie to the existing underground storm system. There is drainage coming from developments from the north. Future development will need to take existing conditions under consideration.

Easements and Right-of-Way

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

**Fire Marshal’s report:**

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

Fire protection systems will be required for multi-family residential facilities.

Fire department supporting documents can be found at the City of Midwest City website under the Fire Department Page – Fire Prevention – Fire Department Forms. A development review document that includes site plans is found here.

**Plan Review Comments:**

This is a request to rezone five (5) parcels totaling approximately 4.5 acres to R-HD, High Density Residential to allow for multi-family development. Currently, the area of request is zoned HOS, Hospitality. The applicant submitted a proposed rendering showing five (5) three-story multi-family buildings. The R-HD zoning district allows for a density of more than dwelling units per acre.

If this request is approved, the development will be required to meet all regulations of the Zoning Ordinance including parking, exterior materials, landscaping, height, etc. with the submittal of a building permit application.

As of this writing, staff has received no calls or letters indicating a protest.

Action is at the discretion of the City Council.

**Action Required:**

Approve or reject the ordinance to redistrict to R-HD, High Density Residential and a resolution to amend the Comprehensive Plan to HDR, High Density Residential, for the property as noted herein, subject to staff’s comments as found in the August 24, 2021 agenda packet and made a part of PC-2084 file.



Billy Harless,  
Community Development Director  
KG



The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: July 14, 2021

Subject: Engineering staff comments for pc-2084 application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2084:**

Note: No engineering improvements are required with this application.

**Water Supply and Distribution**

There are two public water mains bordering the proposed parcel; a six (6) inch line along the west side of Warren Drive and a six (6) inch line running along the north side of Will Rogers Road. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

**Sanitary Sewerage Collection and Disposal**

Immediately bordering the proposed parcel is an eight (8) inch public sanitary sewer along the east side and north side of the subject parcel. Any new building permit will require tie into the public sewer system as outlined in Municipal Code 43-109. Note that the sewer system in this area has current issues with capacity. High use on this system may need to be further studied upon building permit.

**Streets and Sidewalks**

Access to the area of request exists off Warren Drive and Will Rogers Road. Both Warren Drive and Will Rogers Road are classified as Local Roads in the 2008 Comprehensive Plan. There are existing medians on both Warren Drive and Will Rogers Road. Future development will need to take existing conditions under consideration.

Sidewalk will be required with a building permit.

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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.

Detention will be required with a building permit and tie to the existing underground storm system. There is drainage coming from developments from the north. Future development will need to take existing conditions under consideration.

**Easements and Right-of-Way**

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



## Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110  
[dhelmberger@midwestcityok.org](mailto:dhelmberger@midwestcityok.org) Office: 405-739-1355  
[www.midwestcityok.org](http://www.midwestcityok.org)



Re: PC - 2084

Date: 12 July 2021

PC-2084 is a application to rezone 6 existing vacant lots for residential high density, multifamily units.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Fire protection systems will be required for multi-family residential facilities.
- Fire department supporting documents can be found at the City of Midwest City website under the Fire Department Page – Fire Prevention – Fire Department Forms. A development review document that includes site plans is found here.

Respectfully,

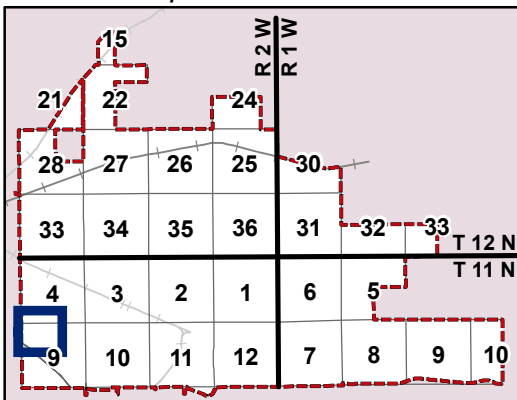
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger  
Fire Marshal, CFM  
Midwest City Fire Department

The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.



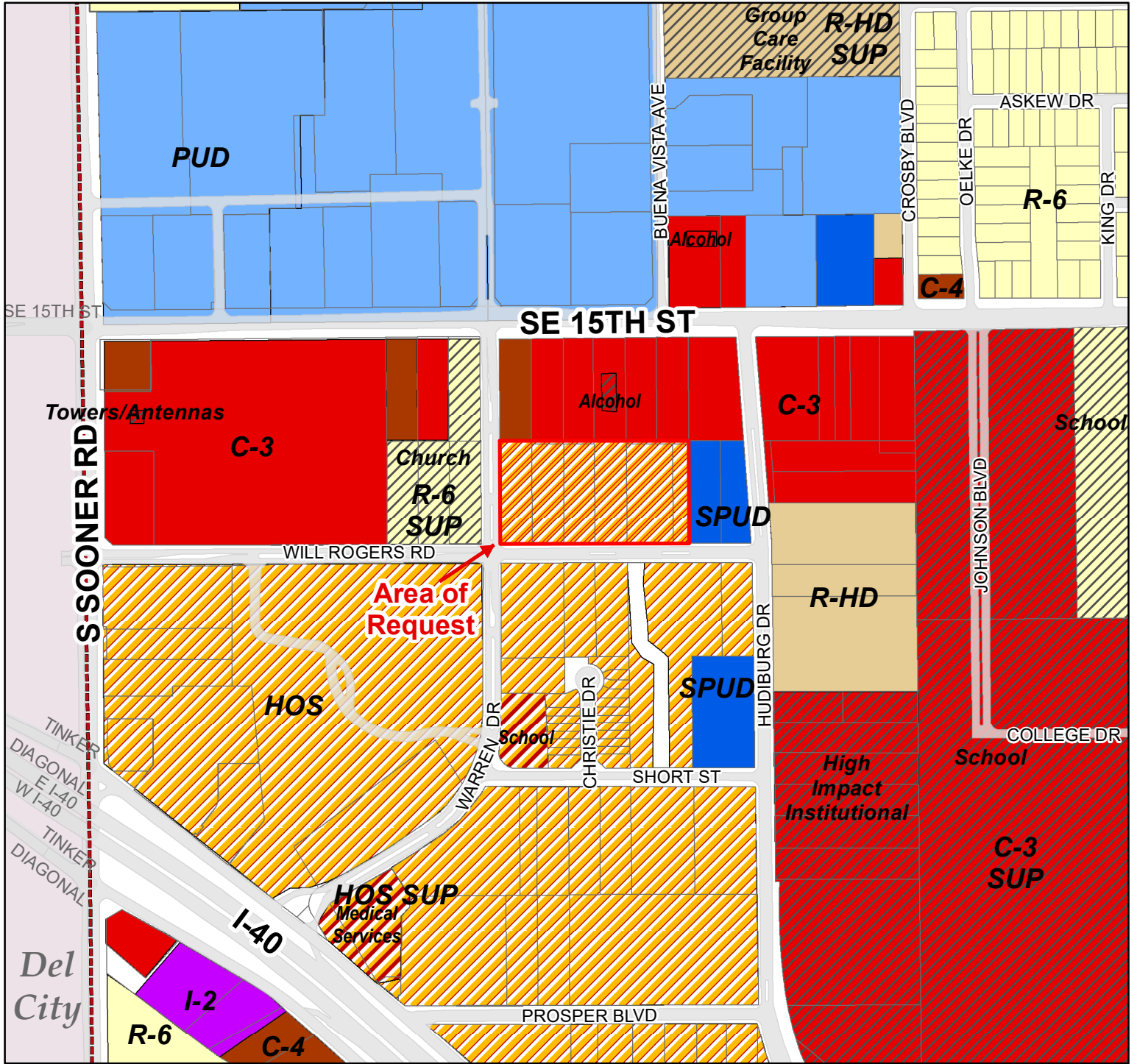
Locator Map



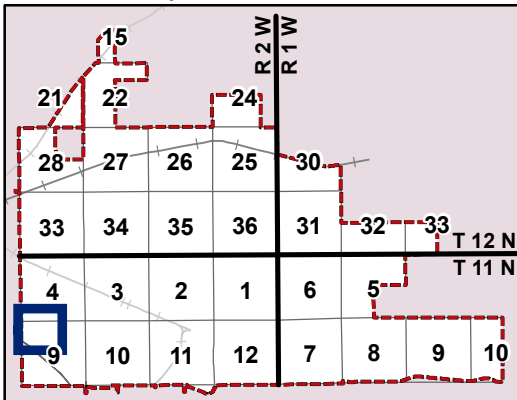
**4/2021 NEARMAP AERIAL VIEW FOR  
PC-2084  
(NW/4, Sec. 9, T11N, R2W)**



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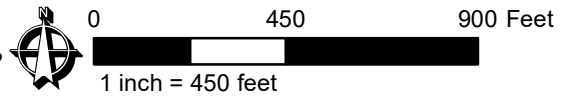
Locator Map



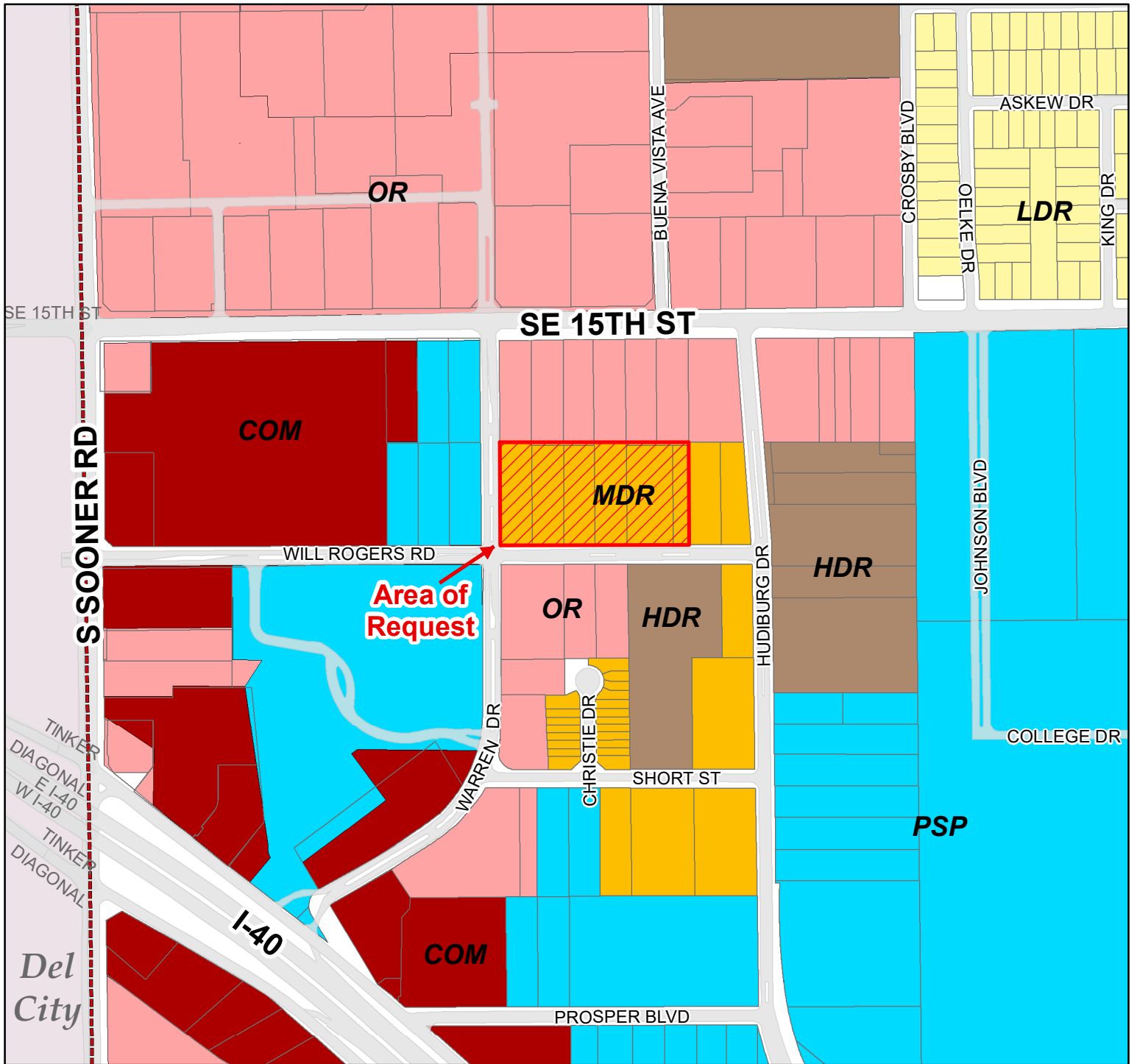
Current Zoning Legend

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

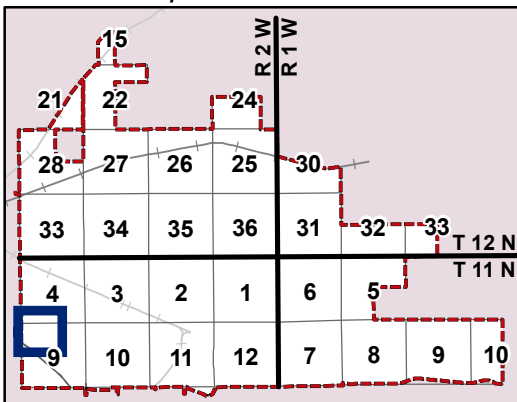
**ZONING MAP FOR  
PC-2084  
(NW/4, Sec. 9, T11N, R2W)**



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.



Locator Map

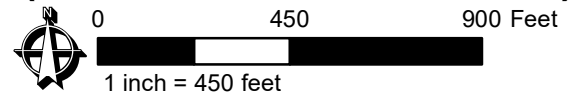


Future Land Use Legend

- 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-2084**

**(NW/4, Sec. 9, T11N, R2W)**



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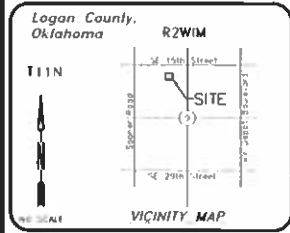
SOONER ROSE TIF DISTRICT



# Will Rogers Multi-Family

Conceptual Perspective

3/26/2021



# ALTA/NSPS LAND TITLE SURVEY

5909 WILL ROGERS ROAD  
MIDWEST CITY, OK

### DATUM INFORMATION

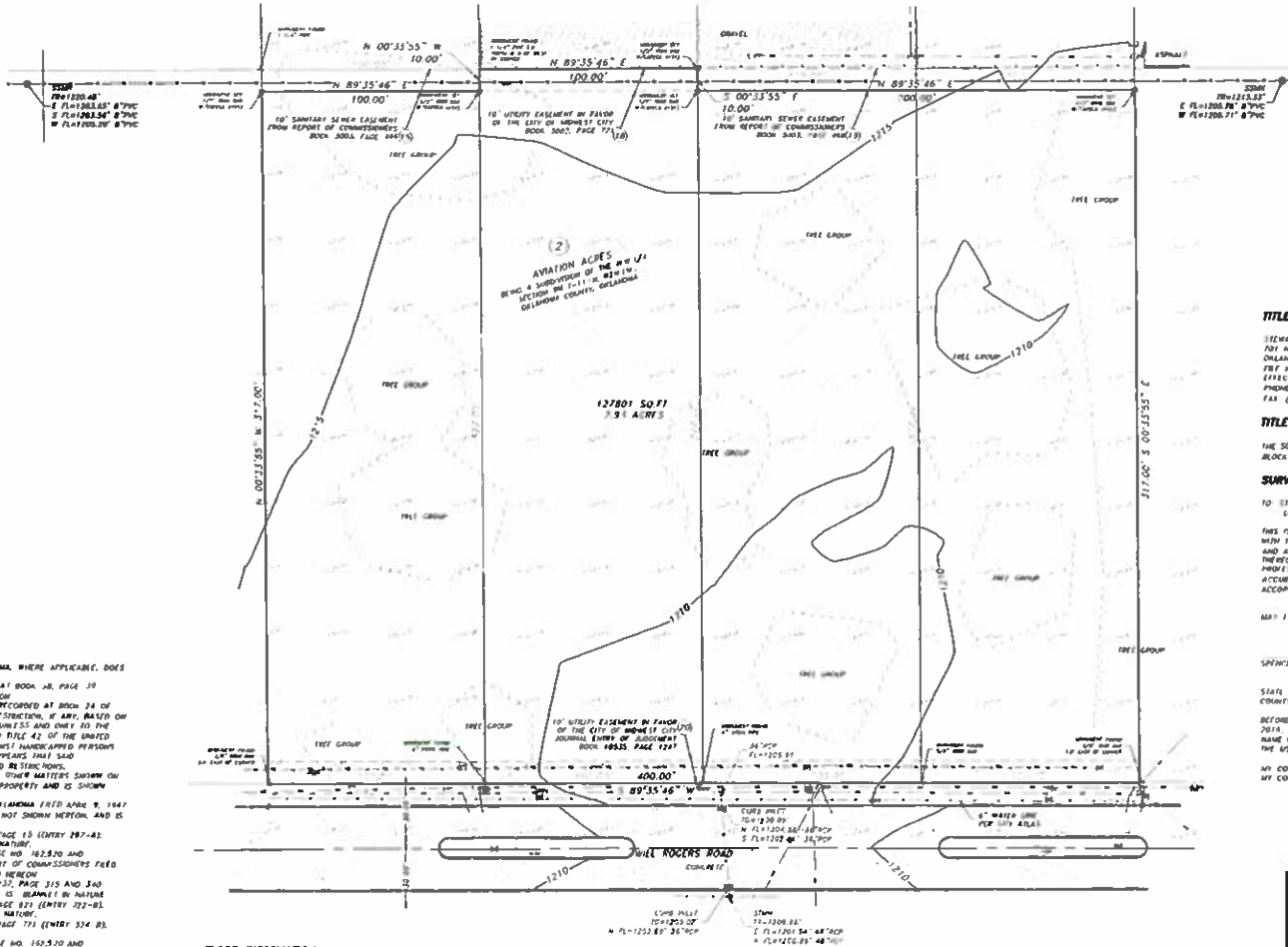
READINGS ARE ON  
OKLAHOMA STATE PLANE  
COORDINATE SYSTEM  
OKLAHOMA NORTH ZONE DATUM  
NAD 83, NAVD 83, U.S. FEET  
CONTROL MONUMENT DESIGNATION  
805 MAPPING PLANE  
GRID NORTH IS (N 00°00'00" E)

### GRAPHIC SCALE



### LEGEND

●	ADJUSTMENT SET (1/2" x 1/2" x 1/2" x 1/2")
○	MONUMENT FOUND
○	REMARKS
○	SUBJECT PROPERTY
---	PROPERTY LINE
---	EASEMENT LINE
---	WOODEN FENCE
---	CHAIN LINK FENCE
---	METAL PANEL FENCE
---	OVERHEAD ELECTRIC LINE
---	OVERHEAD TELEPHONE LINE
---	CAT LIFT
---	FIBER OPTIC LINE
---	UNDERGROUND TELEPHONE
---	WATER LINE
---	IRRE LINE
---	ASPHALT
---	CONCRETE
---	GRAVEL
---	POWER POLE
---	ELECTRIC METER
---	IRON ANCHOR
---	GAS METER
---	TELEPHONE METER
---	SAW
---	SEWER CLEANOUT
---	SANITARY SEWER MANHOLE
---	STORM SEWER MANHOLE
---	WATER METER
---	SPRINKLER VALVE
---	HYDRANT
---	WATER VALVE



### TITLE INFORMATION

STEWART TITLE OF OKLAHOMA, INC.  
101 NORTH BROADWAY, SUITE 300  
OKLAHOMA CITY, OK 73102  
TOLL FREE (800) 524-4444 - ANSWERED MON. - FRI. 8/10/17  
EFFECTIVE DATE: MAY 10, 2017 AT 7:30 AM  
PHONE: (405) 232-6164  
FAX: (405) 232-7052

### TITLE COMMITMENT DESCRIPTION

THE SOUTH 513 FEET OF LOTS ELEVEN (11), THIRTEEN (13) AND FIFTEEN (15) AND ALL OF LOT TWELVE (12), IN BLOCK TWO (2), OF AVIATION ACRES, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

### SURVEYOR'S CERTIFICATE

TO: STEWART TITLE GUARANTY COMPANY, STEWART TITLE OF OKLAHOMA, INC. AND WILL ROGERS PREMIER REAL ESTATE, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARDS OF THE REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, SOLELY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 7(A), 8, 9, 11, AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 7, 2016 UNDISCOVERED FURTHER CERTIFY THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY WAS NOT EXCEEDED THAT WHICH IS SPECIFIED THEREIN. THIS SURVEY WAS ESTIMATED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR THE STATE OF OKLAHOMA.

MAY 11, 2018



SPENCER JIVIDEN, O.S. 1404  
STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11TH DAY OF MAY, 2018, PERSONALLY APPEARED SPENCER JIVIDEN TO ME IN PERSON TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE SAID DEED AND THAT HE PRECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES 6/30/2021  
MY COMMISSION NUMBER 05000614

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT.  
SURVEYING IS AN EXACT SCIENCE AND IS SUBJECT TO CERTAIN DEGREE OF UNCELTAINTY AND OPINION.

### SCHEDULE B-F ITEMS

- STATUTORY SECTION LINE ROAD EASEMENTS IN FAVOR OF THE STATE OF OKLAHOMA, WHERE APPLICABLE, DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- RIGHT OF WAY IN FAVOR OF OKLAHOMA GAS AND ELECTRIC COMPANY RECORDED AT BOOK 48, PAGE 39 (ENTRY 83-4) DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- OWNER'S VOLUNTARY EASEMENTS, RESTRICTIONS AND PLAT OF AVIATION ACRES RECORDED AT BOOK 24 OF PLATS, PAGE 4 (ENTRY 263-4), BUT CONTAINING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANICAP, FARMER STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANICAP, BUT DOES NOT DISCRIMINATE AGAINST HANICAPPED PERSONS DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON. NOTE: IT APPEARS THAT SAID RESTRICTIONS WERE MAILED ON JANUARY 11, 1988, AND PER SECTION 61 OF SAID RESTRICTIONS.
- ALL EASEMENTS, BUILDING SET BACKS, LIMITATIONS ON ACCESS, NOTES AND OTHER MATTERS SHOWN ON OR SET FORTH IN THE RECORDED PLAT (ENTRY 370-4), DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- NOTES AND RESTRICTIONS PERTAINING TO A PROJECT WITHIN OKLAHOMA COUNTY, OKLAHOMA FILED APRIL 9, 1947 AT BOOK 306, PAGE 501 (ENTRY 127-4), DOES AFFECT SUBJECT PROPERTY, IS NOT SHOWN HEREON, AND IS BLANKET IN NATURE.
- ORDINANCE NO. 517 OF THE CITY OF MIDWEST CITY RECORDED AT BOOK 240R, PAGE 15 (ENTRY 297-4) DOES AFFECT SUBJECT PROPERTY, IS NOT SHOWN HEREON, AND IS BLANKET IN NATURE.
- REPORT OF COMMISSIONERS FILED IN DISTRICT COURT OF OKLAHOMA COUNTY CASE NO. 162,830 AND RECORDED AT BOOK 306, PAGE 68A (ENTRY 316-4), ORDER CONFIRMING REPORT OF COMMISSIONERS FILED APRIL 1, 1944 (ENTRY 316-4) DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- AVIATION ZONING ORDINANCE AND REGULATION FILED APRIL 24, 1950 AT BOOK 2237, PAGE 215 AND 340 (ENTRY 307-2) DOES AFFECT SUBJECT PROPERTY, IS NOT SHOWN HEREON, AND IS BLANKET IN NATURE.
- AVIATION ZONING REGULATION NO. 7-81 FILED JUNE 24, 1984 AT BOOK 306A, PAGE 621 (ENTRY 322-8), DOES AFFECT SUBJECT PROPERTY, IS NOT SHOWN HEREON, AND IS BLANKET IN NATURE.
- EASEMENT IN FAVOR OF THE CITY OF MIDWEST CITY RECORDED AT BOOK 300T, PAGE 771 (ENTRY 324-8), DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- REPORT OF COMMISSIONERS FILED IN DISTRICT COURT OF OKLAHOMA COUNTY CASE NO. 163,430 AND RECORDED AT BOOK 306A, PAGE 448 (ENTRY 36-7), ORDER CONFIRMING REPORT OF COMMISSIONERS FILED APRIL 2, 1944 (ENTRY 36-7) DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- JOURNAL ENTRY OF JUDGMENT IN FAVOR OF THE CITY OF MIDWEST CITY FILED IN DISTRICT COURT OF OKLAHOMA COUNTY CASE NO. 171-7087-1002 RECORDED AT BOOK 10353, PAGE 1247 (ENTRY 41-6) DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.

### SURVEY NOTES

- PROPERTY DOES NOT HAVE PHYSICAL ACCESS TO WILL ROGERS ROAD (IE CURB CUTS OR DRIVES).
- SEWER WAS BALANCED AND ADJUSTED.
- SUBJECT PROPERTY HAS NO MARKED PARKING SPACES.
- NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- SEE STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES AND ENCUMBRANCES NOT SHOWN BY UNDERGROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
- A UTILITY LOCATE REQUEST WAS MADE THROUGH THE OKLAHOMA ONE CALL SYSTEM (EXCEPT FOR THE FOLLOWING) SURVEY FOR CAN AND VEGETY THAT ALL UTILITIES WERE MARKED BY THE UTILITY COMPANIES THAT WERE NOTIFIED.
- TEXT SHOWN FOR THE SUBJECT PROPERTY IS NOT (NECESSARILY) DESIGNED, THE ORIGINAL RECORDATIONS AND REVISIONS CAN BE FOUND IN APPENDIX A OF THE CITY OF MIDWEST CITY MUNICIPAL CODE.

### FLOOD INFORMATION

BY GRAPHIC NOTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480000010N DATED DECEMBER 16, 2009. NO FIELD SURVEY WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE APPLIED TO VERIFY THIS DETERMINATION OR APPLY FOR VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ZONE "X" DENOTES AREAS OF 0.1% ANNUAL CHANCE FLOOD OR AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF 1.5' TO 3' BASED ON 0.1% DRAINAGE AREAS LESS THAN 1 SQUARE MILE.



**JIVIDEN AND COMPANY, P.L.L.C.**  
PROFESSIONAL SURVEYING SERVICES  
3405 E. Memorial Road  
Edmond, Oklahoma 73013  
C.A. 4151 - Expires June 30, 2019  
Office (405) 478-0772 Office (405) 281-RVBY  
Fax (405) 478-3272 (405) 278-7639  
http://www.jividsurvey.com

VERY SCALE  
1" = 40' (AS SHOWN)  
AND ALL OTHER SCALES  
ARE TO BE USED IN ACCORDANCE  
WITH THE ABOVE SCALE

DATE DRAWN MAY 2, 2018  
DRAWN BY R. WOODS  
PROJECT NO. 126-18 - Aviation Acres  
DWG. NAME 126-18\_01a.dwg

**RED ROCK ENGINEERS**  
P.O. BOX 31833  
EDMOND, OKLAHOMA 73003

1 **PC-2084**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE TO R-HD, HIGH DENSITY RESIDENTIAL, AND**  
5 **DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**  
6 **FLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**  
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified  
11 to High Density Residential, R-HD, subject to the conditions contained in the PC-2084 file, and  
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-  
13 erty’s zoning district as specified in this ordinance:

14 All of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in  
15 Block Two (2) in Aviation Acres Addition, Midwest City, Oklahoma.

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

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

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

23 THE CITY OF MIDWEST CITY, OKLA-  
24 HOMA

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

27 ATTEST:

28 \_\_\_\_\_  
29 SARA HANCOCK, City Clerk

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

31 \_\_\_\_\_  
32 DONALD MAISCH, City Attorney



RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM MDR, MEDIUM DENSITY RESIDENTIAL TO HDR, HIGH DENSITY RESIDENTIAL, FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

**WHEREAS**, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as MDR, Low Density Residential:

All of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Two (2) in Aviation Acres Addition, Midwest City, Oklahoma.

**WHEREAS**, it is the desire of the Midwest City Council to amend the classification of the referenced property to Medium Density Residential;

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to High Density Residential on the 2008 Comprehensive Plan Map.

**PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

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

\_\_\_\_\_  
DONALD MAISCH, City Attorney



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** August 24, 2021

**Subject:** (PC-2085) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and R-6, Single Family Residential to R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential, and OR, Office Retail, to MDR, Medium Density Residential, for the property described as a part of the SW/4 of Section 34, T-12-N, R-2-W, located at 2905 and 2913 N. Glenhaven Drive and 198 and 208 Marlow Drive.

**Executive Summary:** This application is a request to rezone the area of request to R-MD, Medium Density Residential. The R-MD zoning district allows a density of 10-20 dwelling units per acre. The area of request contains 10.44 acres. If this request is approved, the maximum density allowed would be 200 dwelling units. The applicant has provided a rendering of the proposed development. No variances are being requested with this application. If this request is approved, the development will be required to meet all zoning, engineering, building and fire codes adopted by the City of Midwest City. A neighborhood meeting was held at St. Matthews Church on July 30. The meeting was attended by the applicants, their legal representative, approximately 20 citizens. Staff attended to observe. The Planning Commission recommended denial of this application. Action is at the discretion of the City Council.

**Dates of Hearing:** Planning Commission – August 3, 2021  
City Council – August 24, 2021

**Council Ward:** Ward 4, Councilmember Sean Reed

**Owner:** Perkins Family LLC

**Applicant:** Bentwood Investments, LLC – Joel Bryant and Justin Raymer

**Representative:** David Box

**Proposed Use:** Multi-family Residential



**Development Proposed by Comprehensive Plan:**

Area of Request – Low Density Residential (LDR) and Office Retail (OR)

North – Low Density Residential (LDR)

South – Office/Retail (OR)

East – Low Density Residential (LDR), High Density Residential (HDR) and Office Retail (OR)

West – Office Retail (OR) and Public/Semi-Public (PSP)

**Zoning Districts:**

Area of Request – R-6, Single Family Residential and C-3, Community Commercial

North – R-6, Single Family Residential

South – C-3, Community Commercial

East – R-6, Single Family Residential, R-HD, High Density Residential and C-3, Community Commercial

West – C-3, Community Commercial and R-6, Single Family Residential with Special Use Permits for a church and cell tower

**Land Use:**

Area of Request – one single family home and vacant

North – single family residences

South –office buildings

East – single family residences, apartments and office building

West – Town and Country shopping center, St. Matthew’s church and cell tower

**Size:**

The area of request has a frontage of approximately 1,161’ along both N. Glenhaven Drive and Marlow Drive and a depth of approximately 392’ containing an area of approximately 10.44 acres, more or less.

**Municipal Code Citation:**

**2.9 R-MD, Medium Density Residential District**

2.9.1. General Description

This is a residential district to provide for medium density housing ranging from ten (10) to twenty (20) dwelling units per gross acre. The principal use of land is for townhouses and low-rise multifamily dwellings.

Related recreational, religious, and educational uses normally located to serve residential areas also are permitted to provide the basic elements of convenient, balanced, and attractive living areas.

**Comprehensive Plan Citation:**

**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.

**History:**

- 1.This current zoning of the area of request has been in place since the adoption of the 2010 zoning map.
2. The parcels on the east side of the area of request were created by lot split in 1978 (LS-272).
- 3.The Planning Commission recommended denial of this item on August 3, 2021.

**Staff Comments:**

**Engineer’s report:**

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are two public water mains bordering the proposed parcel; a six (6) inch line along the east side of Glenhaven Drive and an eight (8) inch line running along the south side of Reno Avenue. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

There is a public water well in the middle of Marlow Drive. This is not treated water that can be utilized. Development of the site will need to consider impacts to the well.

#### Sanitary Sewerage Collection and Disposal

Immediately bordering the proposed parcel is an eight (8) inch public sanitary sewer along the south side of the subject parcel. There is also close proximity to eight sewer mains at the north and east of the subject property. Any new building permit will require tie into the public sewer system as outlined in Municipal Code 43-109.

This parcel of land is graded such that there may need multiple points of connection to public sewer. The sewer to the north and south are both nearly fully built environment. A sewer study will likely be needed before any new sources are added to determine capacity issues.

#### Streets and Sidewalks

Access to the area of request exists off Marlow Drive and Glenhaven Drive. Both Marlow Drive and Glenhaven Drive are classified as Local Roads in the 2008 Comprehensive Plan. Glenhaven Drive has curb and gutter with no sidewalk. Marlow Drive is substandard in width with no curb or sidewalk. There also is a well site in the middle of Marlow Drive.

Traffic access is encouraged to favor Glenhaven Drive which is signalized. Any access of Marlow Drive will have to consider the existing pavement condition and the ability to turn out onto Reno Avenue in heavy traffic.

Sidewalk will be required with a building permit along both public streets.

#### 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.

Detention will be required with a building permit. This parcel is the top of a watershed that is nearly fully developed. Stormwater runoff will need to consider downstream impacts both during construction and fully developed conditions.

#### Easements and Right-of-Way

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

#### **Fire Marshal’s report:**

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

Fire protection systems will be required for multi-family residential facilities.

Fire department supporting documents can be found at the City of Midwest City website under the Fire Department Page – Fire Prevention – Fire Department Forms. A development review document that includes site plans is found here.

#### **Plan Review Comments:**

This is a request to rezone a 10.44 acre parcel to R-MD, Medium Density Residential to allow for multi-family development. Currently, the area of request is zoned R-6, Single Family Detached Residential and C-3, Community Commercial. After submittal of the application, the applicant submitted to staff a rendering of the proposed development that shows 3-story apartment buildings. The R-MD zoning district allows for a density of 10-20 dwelling units per acre. With 10.44 acres, the maximum allowable density would be 200 dwelling units.

If this request is approved, the development will be required to meet all regulations of the Zoning Ordinance including parking, exterior materials, landscaping, height, etc. with the submittal of a building permit application.

Staff has received several calls regarding this application. As of this writing, no formal protests have been submitted.

A neighborhood meeting was organized by citizens in the Ridgecrest neighborhood on July 30, 2021. Approximately 20 citizens attended this meeting as well as the applicants and their legal representative. Planning and engineering staff also attended to observe.

Action is at the discretion of the City Council.

**Action Required:**

Approve or reject the ordinance to redistrict to R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan to MDR, Medium Density Residential, for the property as noted herein, subject to staff's comments as found in the August 24, 2021 agenda packet and made a part of PC-2085 file.

A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless,  
Community Development Director

KG

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: July 14, 2021

Subject: Engineering staff comments for pc-2085 application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2085:**

Note: No engineering improvements are required with this application.

**Water Supply and Distribution**

There are two public water mains bordering the proposed parcel; a six (6) inch line along the east side of Glenhaven Drive and an eight (8) inch line running along the south side of Reno Avenue. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

There is a public water well in the middle of Marlow Drive. This is not treated water that can be utilized. Development of the site will need to consider impacts to the well.

**Sanitary Sewerage Collection and Disposal**

Immediately bordering the proposed parcel is an eight (8) inch public sanitary sewer along the south side of the subject parcel. There is also close proximity to eight sewer mains at the north and east of the subject property. Any new building permit will require tie into the public sewer system as outlined in Municipal Code 43-109.

This parcel of land is graded such that there may need multiple points of connection to public sewer. The sewer to the north and south are both nearly fully built environment. A sewer study will likely be needed before any new sources are added to determine capacity issues.

**Streets and Sidewalks**

Access to the area of request exists off Marlow Drive and Glenhaven Drive. Both Marlow Drive and Glenhaven Drive are classified as Local Roads in the 2008 Comprehensive Plan. Glenhaven Drive has curb and gutter with no sidewalk. Marlow Drive is substandard in width with no curb or sidewalk. There also is a well site in the middle of Marlow Drive.

Traffic access is encouraged to favor Glenhaven Drive which is signalized. Any access of Marlow Drive will have to consider the existing pavement condition and the ability to turn out onto Reno Avenue in heavy traffic.

Sidewalk will be required with a building permit along both public streets.

### **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.

Detention will be required with a building permit. This parcel is the top of a watershed that is nearly fully developed. Stormwater runoff will need to consider downstream impacts both during construction and fully developed conditions.

### **Easements and Right-of-Way**

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





## Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110  
[dhelmberger@midwestcityok.org](mailto:dhelmberger@midwestcityok.org) Office: 405-739-1355  
[www.midwestcityok.org](http://www.midwestcityok.org)



Re: PC - 2085

Date: 12 July 2021

PC-2085 is an application to rezone 4 existing lots from C-3 and R-6 to R-MD, Medium Density Residential, totaling around 10.44 acres.

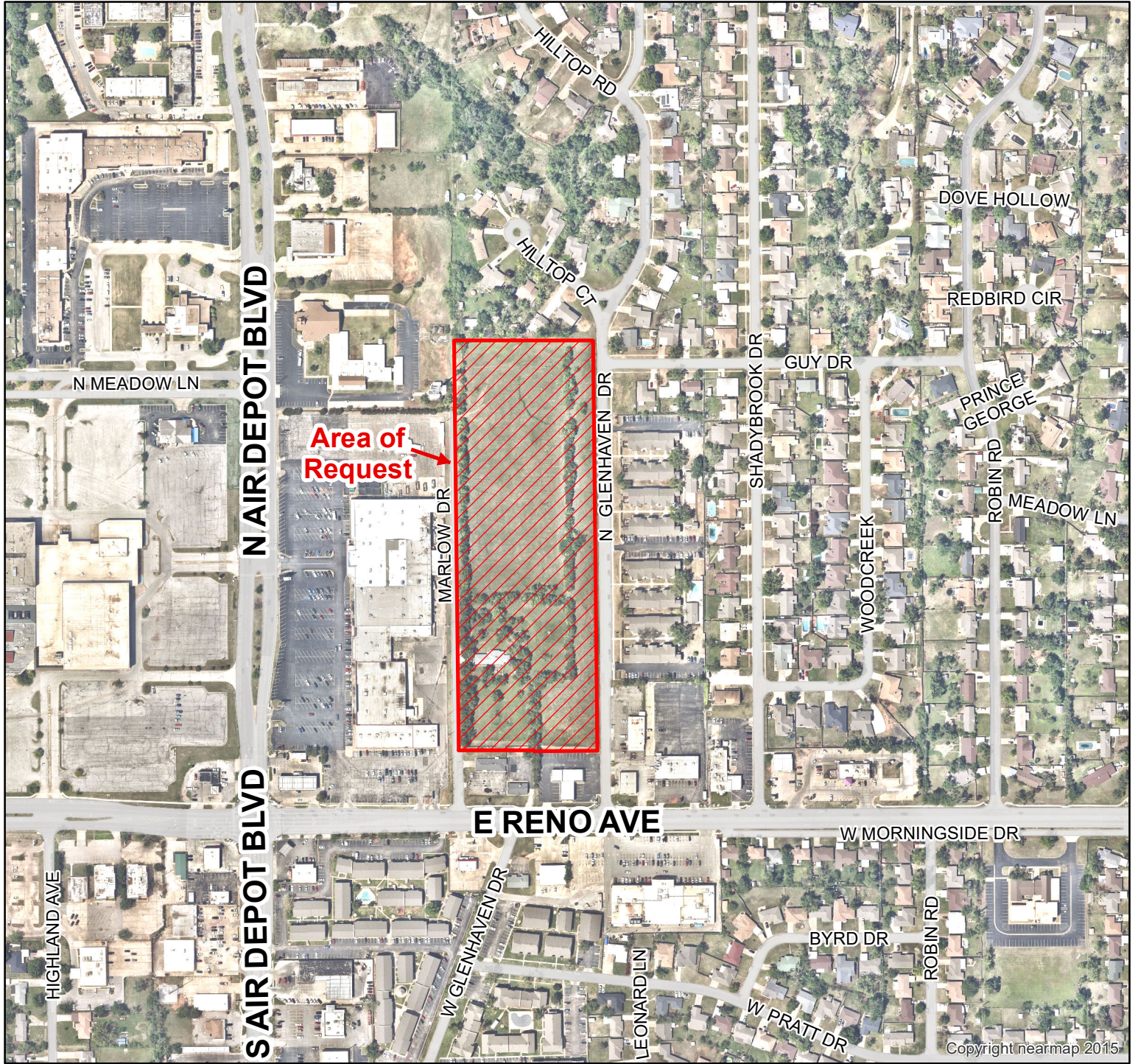
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Fire protection systems will be required for multi-family residential facilities.
- Fire department supporting documents can be found at the City of Midwest City website under the Fire Department Page – Fire Prevention – Fire Department Forms. A development review document that includes site plans is found here.

Respectfully,

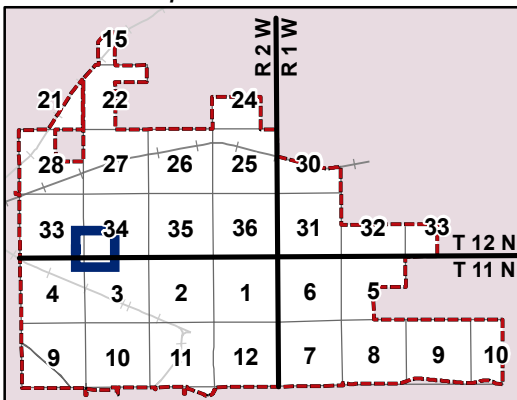
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger  
Fire Marshal, CFM  
Midwest City Fire Department

The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.



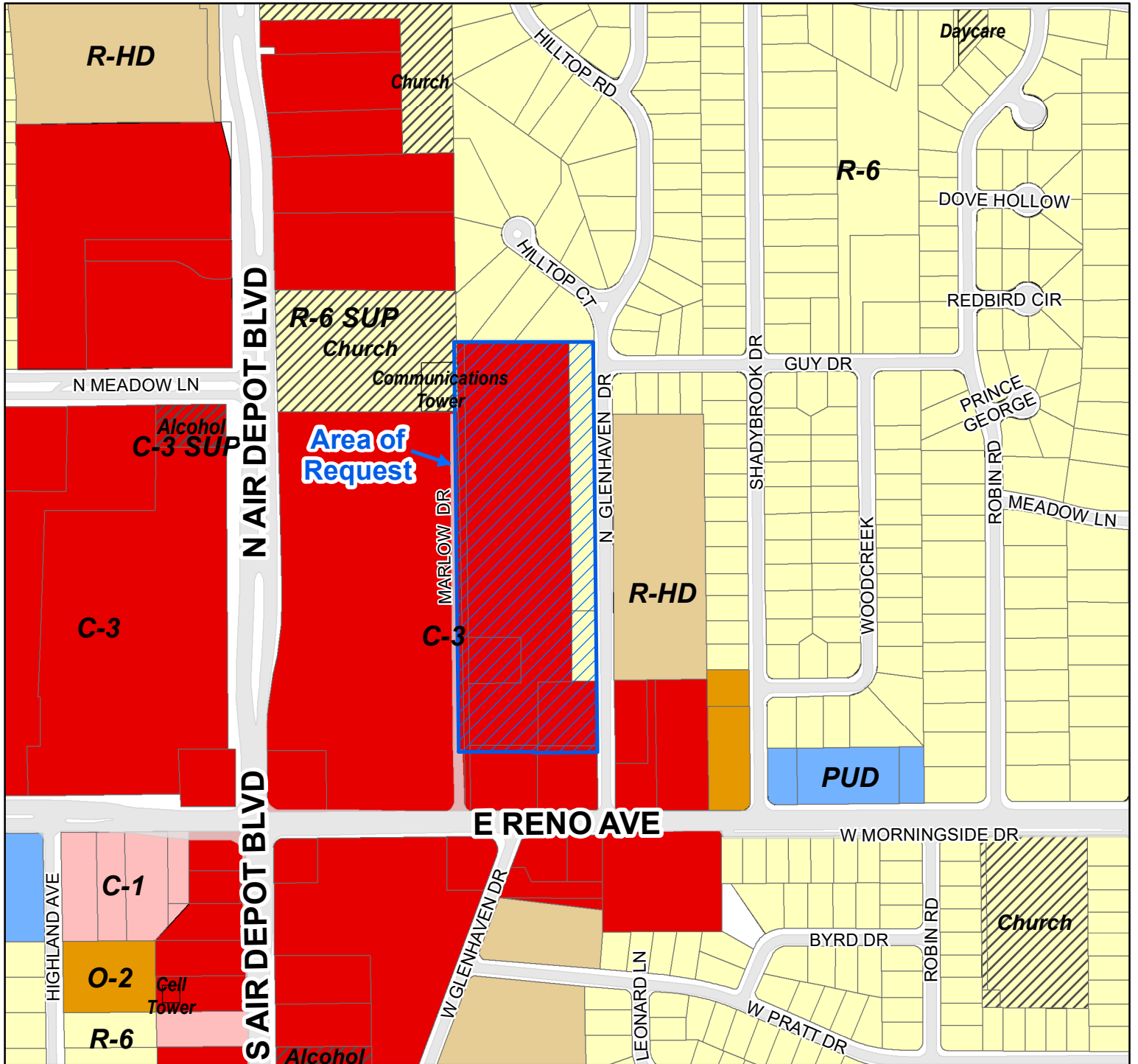
Locator Map



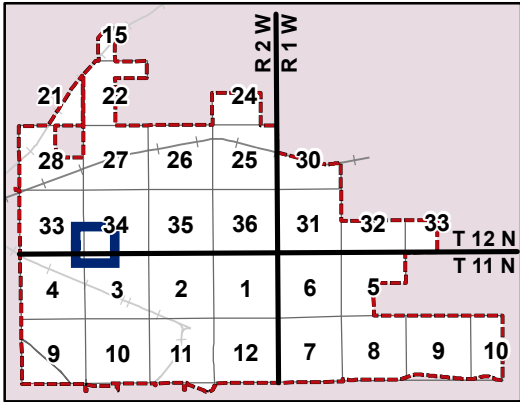
**4/2021 NEARMAP AERIAL VIEW FOR  
PC-2085  
(SW/4, Sec. 34, T12N, R2W)**



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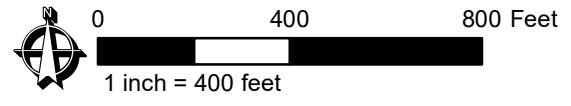
Locator Map



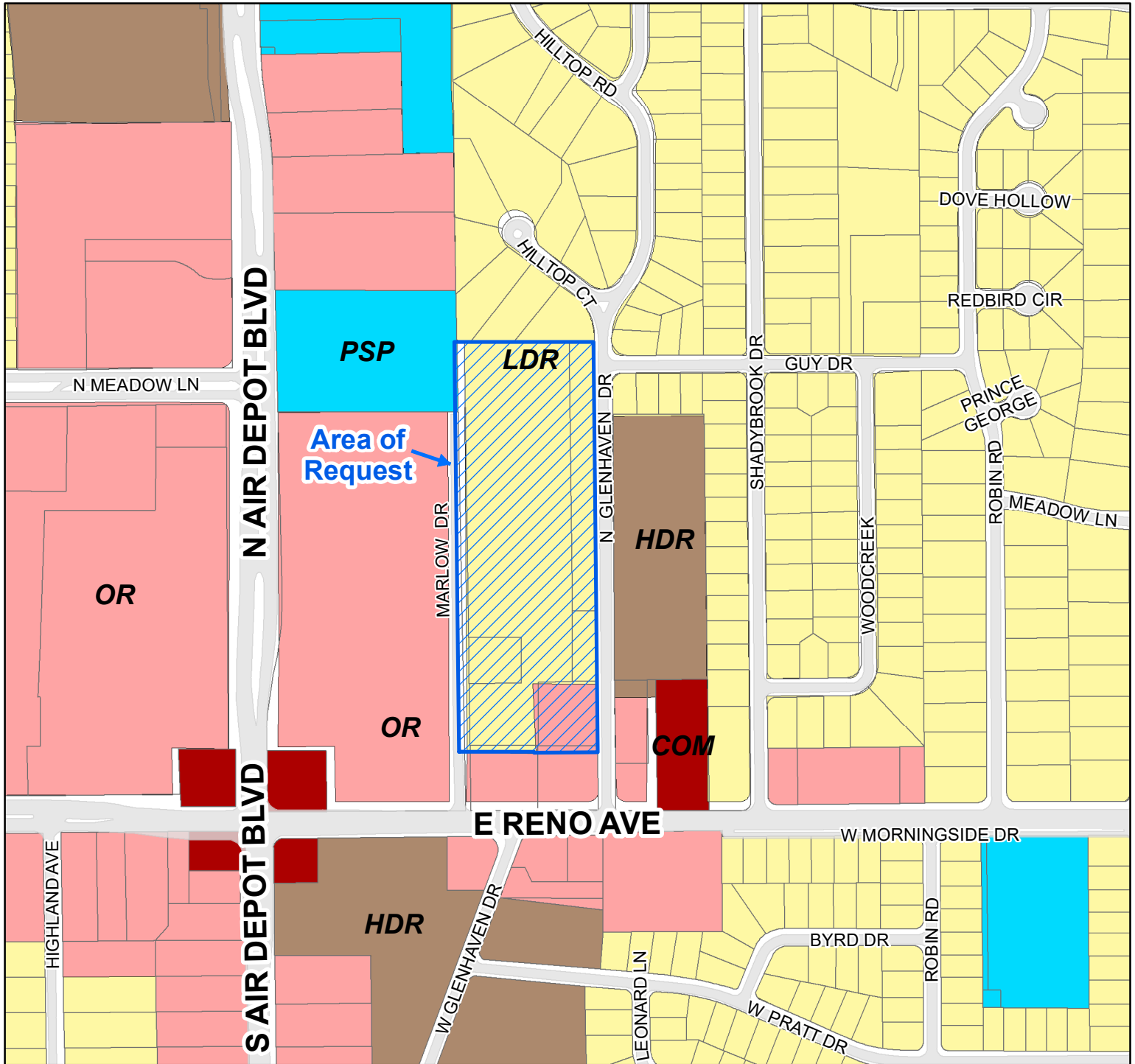
Current Zoning Legend

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

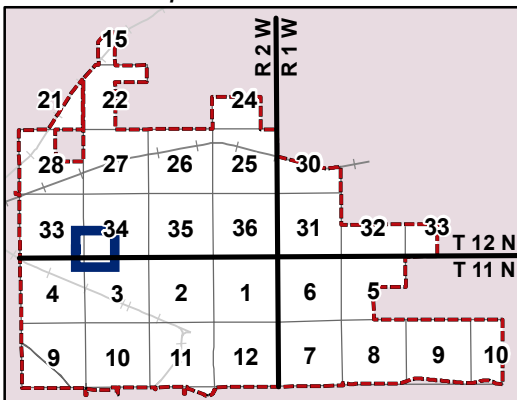
## ZONING MAP FOR PC-2085 (SW/4, Sec. 34, T12N, R2W)



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Locator Map



Future Land Use Legend

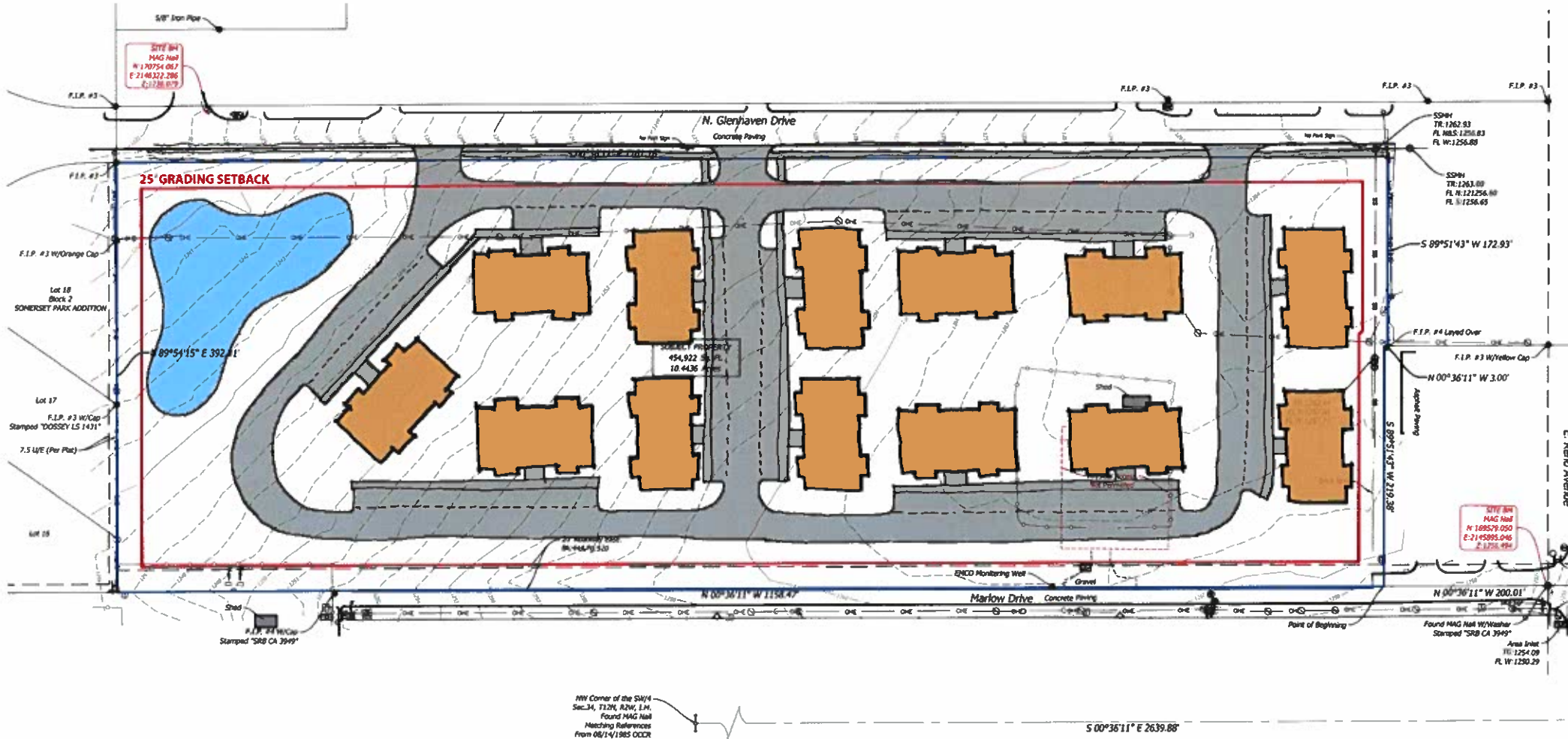
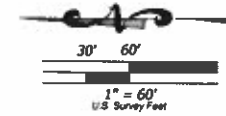
- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

**FUTURE LAND USE  
MAP FOR  
PC-2085  
(SW/4, Sec. 34, T12N, R2W)**



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# TOPOGRAPHIC SURVEY OF E. RENO AVENUE & MARLOW DRIVE



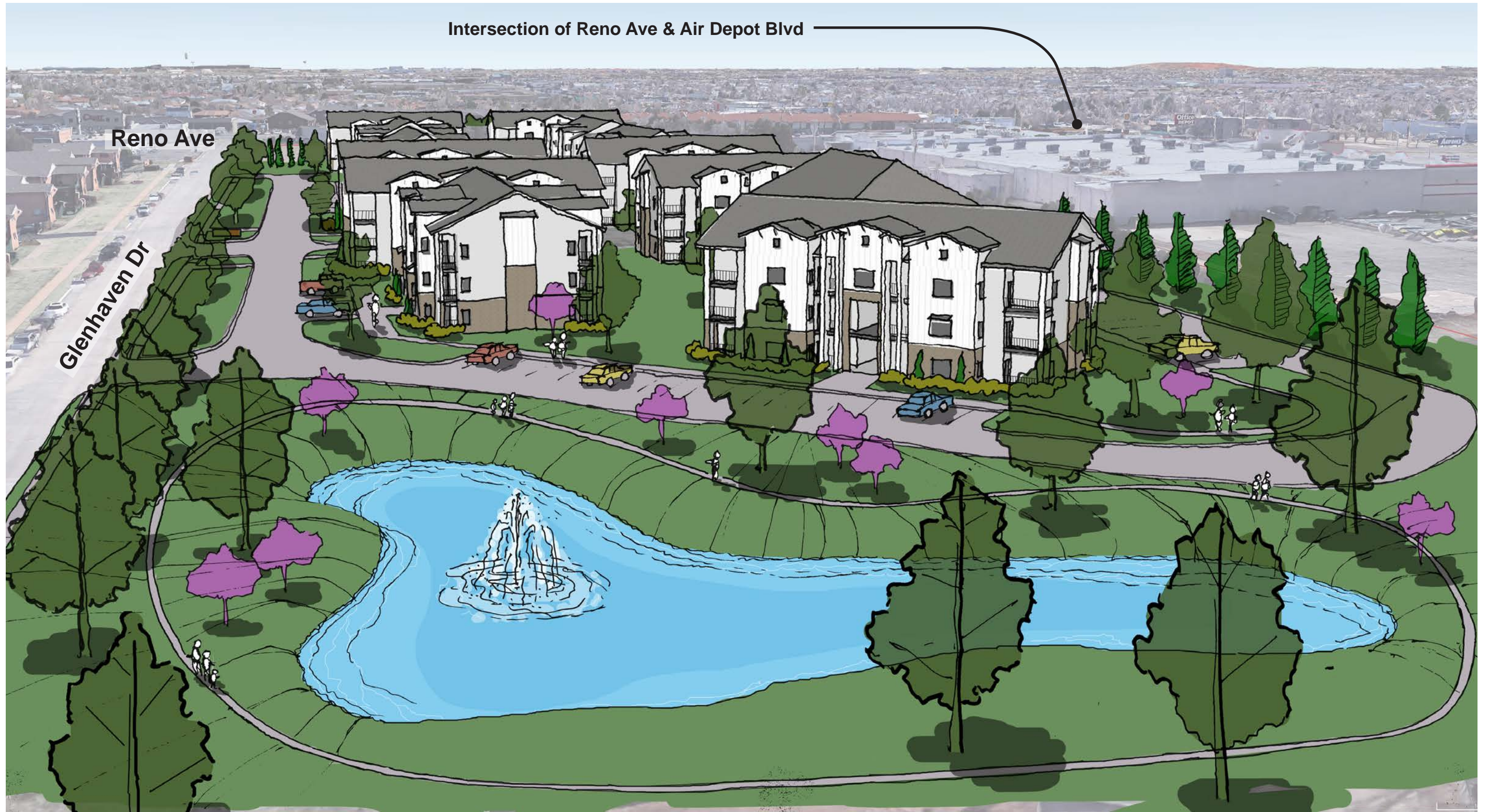
SITE #4  
MAG Nail  
N 170754.067  
E 2148322.286  
E: 1738.875

SITE #4  
MAG Nail  
N 169529.050  
E: 2145895.046  
E: 1735.494

NW Corner of the SW/4  
Sec.34, T12N, R2W, L1M,  
Found MAG Nail  
Matching References  
From 06/14/1985 OCCR

Area Inlet -  
E: 1254.09  
R: W 1230.29

S 00°36'11" E 2639.88'



# Glenhaven Multi-Family

Conceptual Perspective (view Southwest)

06/15/2021

**From:** Hugh Ferringer <hferringer@gmail.com>  
**To:** <kgilles@midwestcityok.org>  
**Date:** 8/10/2021 9:17 AM  
**Subject:** New Apartment Complex

Kellie,

My parents moved into 3228 Hilltop Road in November of 1961 and I was born in December of 1961. My parents played bridge with Gene Perkins in our home and I went to school with his son Dow for 12 years. I was sad to hear that the land the Perkins once owned is now under debate of adding 200 apartments. I feel like our neighborhood is already surrounded by apartments. According to [https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fCity-Data.com&c=E,1JaUEnVik0dnFFQs-H4T4u62Fs0VotnKY0Ac\\_OdoDcQERFrfrquiAJVY88fJUeNing\\_Jfy6EKs\\_c7Gpuy5gVtDEQBA5E-CVZ0hzQscZhnbd5U,&typo=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fCity-Data.com&c=E,1JaUEnVik0dnFFQs-H4T4u62Fs0VotnKY0Ac_OdoDcQERFrfrquiAJVY88fJUeNing_Jfy6EKs_c7Gpuy5gVtDEQBA5E-CVZ0hzQscZhnbd5U,&typo=1) we already have 7,777

renter-occupied apartments in the 73110 zip code. How many more apartments are needed in our neighborhood?

I worked at the Oklahoma Chamber of Commerce for 18 years. I am not against growing our city in the right way, but I feel that rezoning this area would be a huge mistake. I have seen the changes to our neighborhood over the years and I believe it has been going in the wrong direction. We had an antique plow stolen from our front yard. A few years later we had two bikes stolen from our garage. Just a few weeks ago there were five Oklahoma City police cars in front of our house with six police officers walking down the street! The 2019 crime rate in Midwest City, OK was 267. It was higher than in 80% U.S. cities. In the last 5 years Midwest City has seen a rise in violent crime. (Read more: <https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.city-data.com%2fcrime%2fcrime-Midwest-City-Oklahoma.html&c=E,1cNeRCqLtJNdRM7EpCLcioDyAkUHOkgcsDKe5NEQeyKcrmqgKIJ0sQqrCd-xYPgfk2tjvzkqAV20LyzGfAfZiQLWZ2VgAsrjRrwwKpP8RIY&typo=1>) We now have a neighbor who has a big box truck parked in the street and grows marijuana in his backyard!

I took the time to drive down Marlow and saw a man mowing his yard and it seemed to me that he was taking care of his house. I also saw two rabbits as I continued down this road on Marlow. I'm not sure why anyone would be interested in putting 200 apartments in this area. Glenhaven already has a lot of parked cars on it from the apartments on the other side of the street. Crest is at the end of the street which also draws a ton of traffic. When we get a good rain, water flows off the proposed field in question and causes water to flood the street in front of Hilltop Circle. I hate to think what might happen when this whole area we are looking at is covered with parking lots! Where is all that water going to go?

I am sorry I cannot make it to your next meeting. I plan on getting together with my church home group that same night. Thank you for letting me share my thoughts with you on this important issue. I believe your decision will have a lasting impact on the place I have called home for so many years.

Sincerely,

Hugh Ferringer

1 **PC-2085**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE TO R-MD, MEDIUM DENSITY RESIDENTIAL,**  
5 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**  
6 **REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT;**  
7 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified  
11 to Medium Density Residential, R-MD, subject to the conditions contained in the PC-2085 file,  
and that the official Zoning District Map shall be amended to reflect the reclassification of the  
property's zoning district as specified in this ordinance:

12 A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township  
13 Twelve (12) North, Range Two (2) West of the Indian Meridian, being more particularly de-  
scribed as follows:

14 Commencing at the Southwest corner of the SW/4; Thence N89°51'43"E along the South line  
of said SW/4 a distance of 579.12 feet;

15 Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 200.01 feet to  
16 the Point of Beginning;

17 Thence continuing N00°36'11"W and parallel to the West line of said SW/4 a distance of  
1158.47 feet to the Southwest corner of Lot 16, Block 2 of SOMERSET PARK ADDITION,  
18 Thence N89°54'15"E along the South line of said Block 2 a distance of 392.31 feet to a point  
on the West right of way line line of Glenhaven Drive;

19 Thence S00°36'11"E along said West right of way line and parallel to the West line of said  
SW/4 a distance of 1161.18 feet;

20 Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 172.93 feet;

21 Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 3.00 feet;

22 Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 219.38 feet to  
the Point of Beginning

23 Containing 454,922 Sq. Ft. or 10.4436 Acres, more or less.

24 The property described hereon is the combination of the properties described in a Real Estate  
Mortgage Book 3965, Page 856, Warranty Deed Book 3934, Page 222, Warranty Deed 4014,  
25 Page 1103, Warranty Deed Book 4547, Page 1798 Warranty Deed Book 8246, Page 1327,  
and Warranty Deed Book 8246, Page 1313 all being recorded in the office of the Oklahoma  
26 County Clerk.

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

29 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is  
30 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-  
tions of the ordinance.

31 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
32 on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

33 THE CITY OF MIDWEST CITY, OKLA-  
34 HOMA

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



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ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
DONALD MAISCH, City Attorney

RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM LDR, LOW DENSITY RESIDENTIAL AND OR, OFFICE RETAIL TO MDR, MEDIUM DENSITY RESIDENTIAL, FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

**WHEREAS**, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR, Low Density Residential and OR, Office Retail:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, being more particularly described as follows:

Commencing at the Southwest corner of the SW/4; Thence N89°51'43"E along the South line of said SW/4 a distance of 579.12 feet;

Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 200.01 feet to the Point of Beginning;

Thence continuing N00°36'11"W and parallel to the West line of said SW/4 a distance of 1158.47 feet to the Southwest corner of Lot 16, Block 2 of SOMERSET PARK ADDITION,

Thence N89°54'15"E along the South line of said Block 2 a distance of 392.31 feet to a point on the West right of way line line of Glenhaven Drive;

Thence S00°36'11"E along said West right of way line and parallel to the West line of said SW/4 a distance of 1161.18 feet;

Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 172.93 feet;

Thence N00°36'11"W and parallel to the West line of said SW/4 a distance of 3.00 feet;

Thence S89°51'43"W and parallel to the South line of said SW/4 a distance of 219.38 feet to the Point of Beginning

Containing 454,922 Sq. Ft. or 10.4436 Acres, more or less.

The property described hereon is the combination of the properties described in a Real Estate Mortgage Book 3965, Page 856, Warranty Deed Book 3934, Page 222, Warranty Deed 4014, Page 1103, Warranty Deed Book 4547, Page 1798 Warranty Deed Book 8246, Page 1327, and Warranty Deed Book 8246, Page 1313 all being recorded in the office of the Oklahoma County Clerk.

**WHEREAS**, it is the desire of the Midwest City Council to amend the classification of the referenced property to Medium Density Residential;

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Medium Density Residential on the 2008 Comprehensive Plan Map.

**PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

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

\_\_\_\_\_  
DONALD MAISCH, City Attorney



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

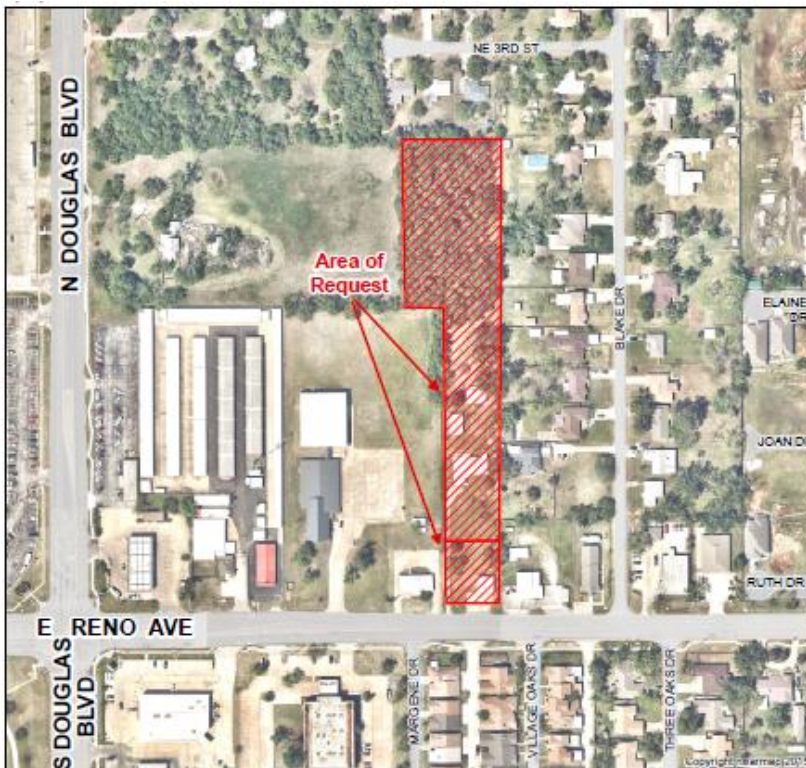
**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** August 24, 2021

**Subject:** (PC-2086) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential with a Special Use Permit for a Church to R-6, Single Family Detached Residential and C-1, Restricted Commercial, for the property described as 9105 and 9107 East Reno Ave.

**Executive Summary:** This application is a request to rezone to correct a scrivener's error made with the adoption of the 2010 Official Zoning Map. In May of 2021 the owner of the property inquired about the zoning for the property and discussed a potential business for the front portion of the lot. Staff noted that the property was zoned R-6, Single Family Detached Residential and commercial use was not allowed. However, upon staff research, multiple records had indicated that the front portion of the lot was in fact zoned C-1, Restricted Commercial District and had operated as a commercial business in the past. Any future construction would be required to meet the minimum requirements of the Zoning Ordinance for the C-1, Restricted Commercial zoning district. Action is at the discretion of the City Council.



**Dates of Hearing:**

Planning Commission –  
August 3, 2021

City Council –  
August 24, 2021

**Council Ward:** Ward 3

**Applicant:** City of  
Midwest City

**Owner:** Debra Batson

**Proposed Use:** one  
single family residential  
home and one  
commercial building

**Size:**

The area of request has a frontage of approximately 103' along East Reno Ave and a depth of approximately 911' containing an area of approximately 2.98 acres, more or less.

**Scrivener's Error – 9105 and 9107 E Reno Ave**

As previously mentioned, staff did research into the two addresses located on a single lot. Staff found that all records indicated that the front portion of the lot was zoned as C-1, Restricted Commercial including the 1985 Official Zoning Map. The most recent Certificate of Occupancy for 9107 E Reno Avenue was for a charity foundation and was approved in September of 2003. A commercial water and trash account was active with the City in 2004. Records also include a zoning verification letter from Ron Green, the previous Current Planning Manager, in 2002 confirming the address at 9107 East Reno Ave as C-1, Restricted Commercial. In researching the address, staff did not find any documentation of the frontage being rezoned to R-6, Single Family Residential.

The rear portion of the lot is currently zoned as R-6, Single Family Detached Residential with a Special Use Permit for a Church. The current owner has stated that the existing single family home has never been associated with the neighboring church. Records for 9105 East Reno Ave indicate that the property was zoned R-1-D, Single Family Residential as early as 1972. Later building permits, dated 1992, indicate 9105 East Reno Ave as operating as a single family home.

This application is a request to correct the scrivener's error for the lot addressed as 9105 East Reno Avenue and 9107 East Reno Avenue. Action is at the discretion of the City Council.

**Action Required:**

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



Billy Harless, AICP  
Community Development Director

SH

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: July 14, 2021

Subject: Engineering staff comments for pc-2086 application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2086:**

Note: No engineering improvements are required with this application.

**Water Supply and Distribution**

There is a thirty (30) inch public water line running along the south of Reno Avenue. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

**Sanitary Sewerage Collection and Disposal**

There is an eight (8) inch public sanitary sewer running along the north side of Reno Avenue. Any new building permit will require tie into the public sewer system as outlined in Municipal Code 43-109.

**Streets and Sidewalks**

Access to the area of request exists off Reno Avenue which is classified as a Secondary Arterial in the 2008 Comprehensive Plan. There is currently no sidewalk on the north side of Reno Avenue. The driveway accessing 9107 E Reno Avenue is wider than what is allowed with our current driveway standards. Any permit related to the driveways will require that this particular drive comply with current standard.

**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.

**Easements and Right-of-Way**

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



## Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110  
[dhelmberger@midwestcityok.org](mailto:dhelmberger@midwestcityok.org) Office: 405-739-1355  
[www.midwestcityok.org](http://www.midwestcityok.org)



Re: PC - 2086

Date: 12 July 2021

PC-2086 is an application on behalf of MWC to fix scrivener's error in adoption of the 2010 zoning map. Past documents have shown the front portion of the property as C-1 with rear portion as R-6. Owner is requesting commercial use for the front portion of the lot.

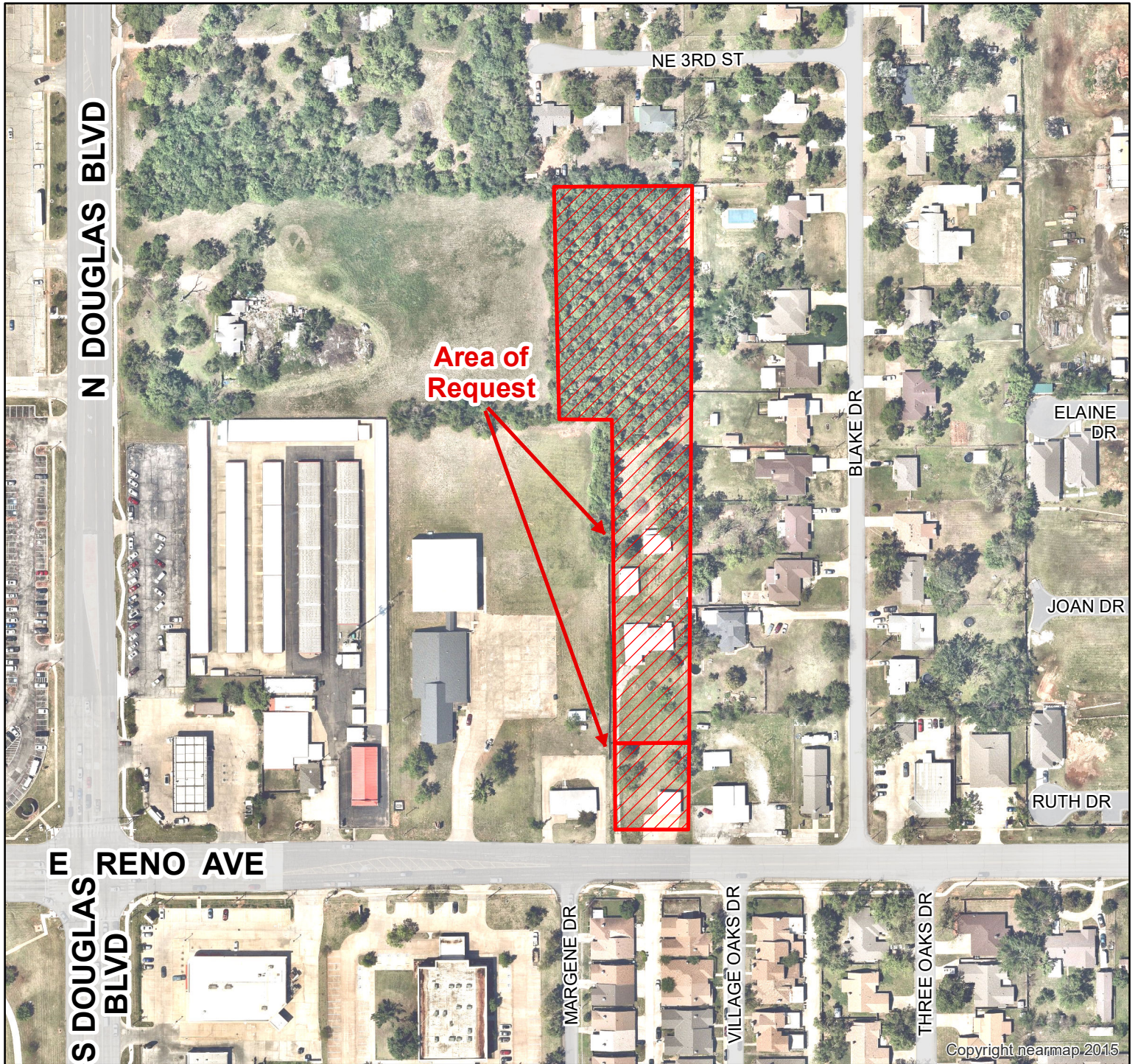
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Respectfully,

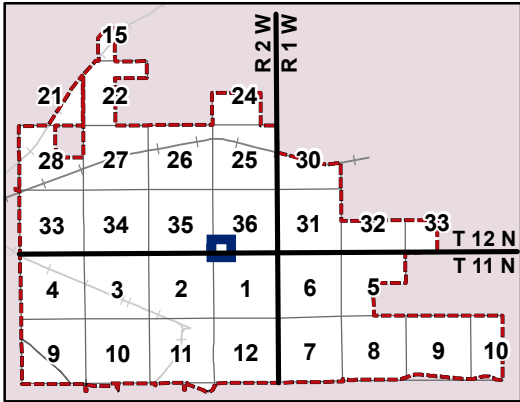
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Duane Helmberger  
Fire Marshal, CFM  
Midwest City Fire Department

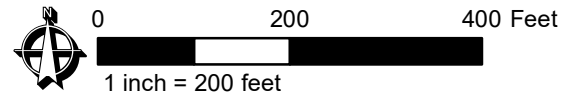
The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.



Locator Map

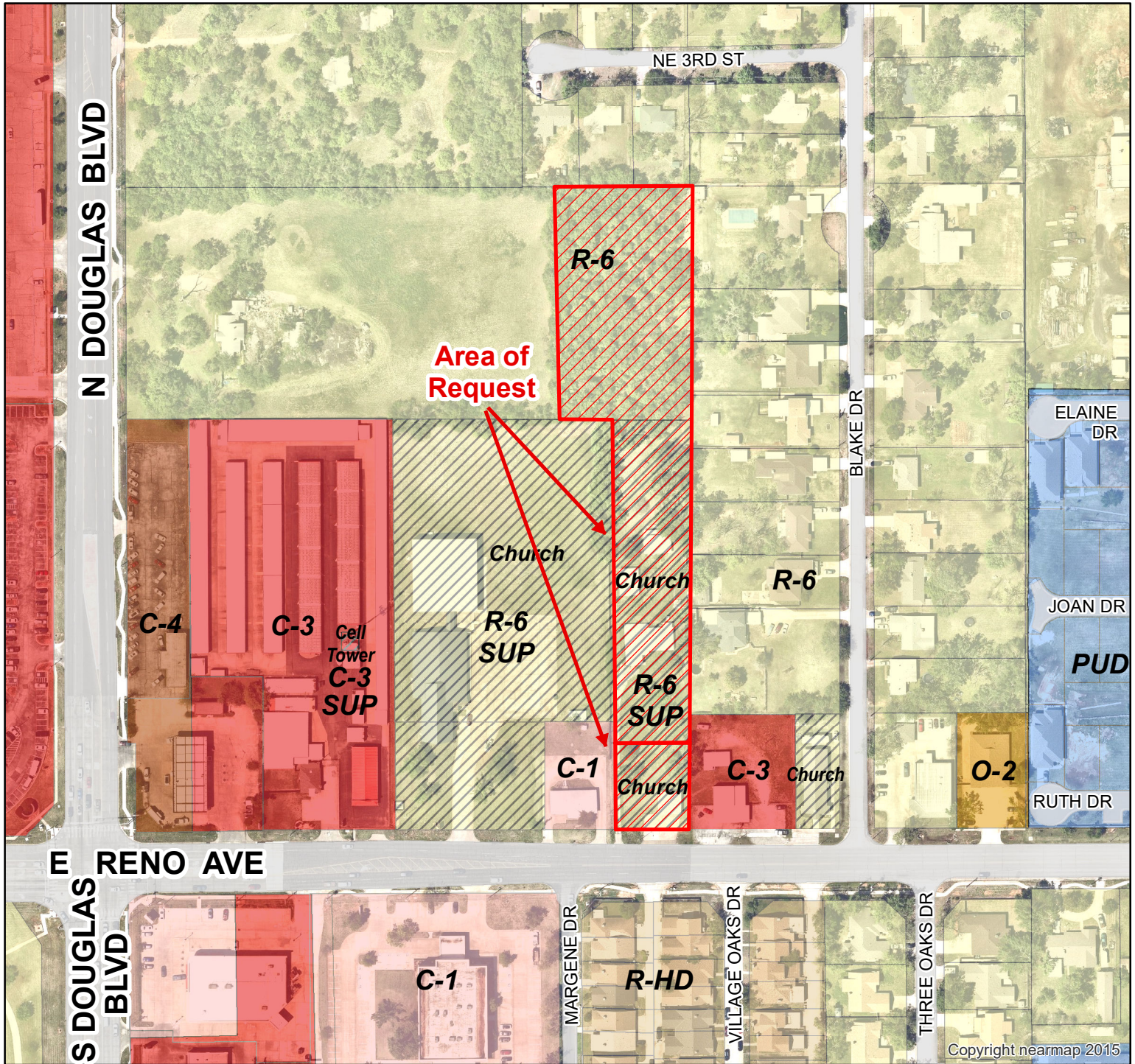


**4/2021 NEARMAP AERIAL VIEW FOR  
PC-2086  
(SW/4, Sec. 36, T12N, R2W)**

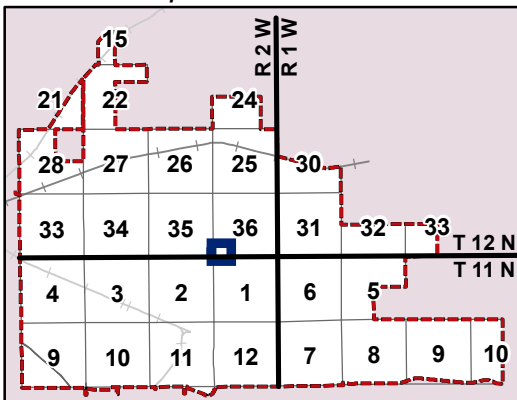


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Locator Map



Current Zoning Legend

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

**ZONING MAP FOR  
PC-2086  
(SW/4, Sec. 36, T12N, R2W)**

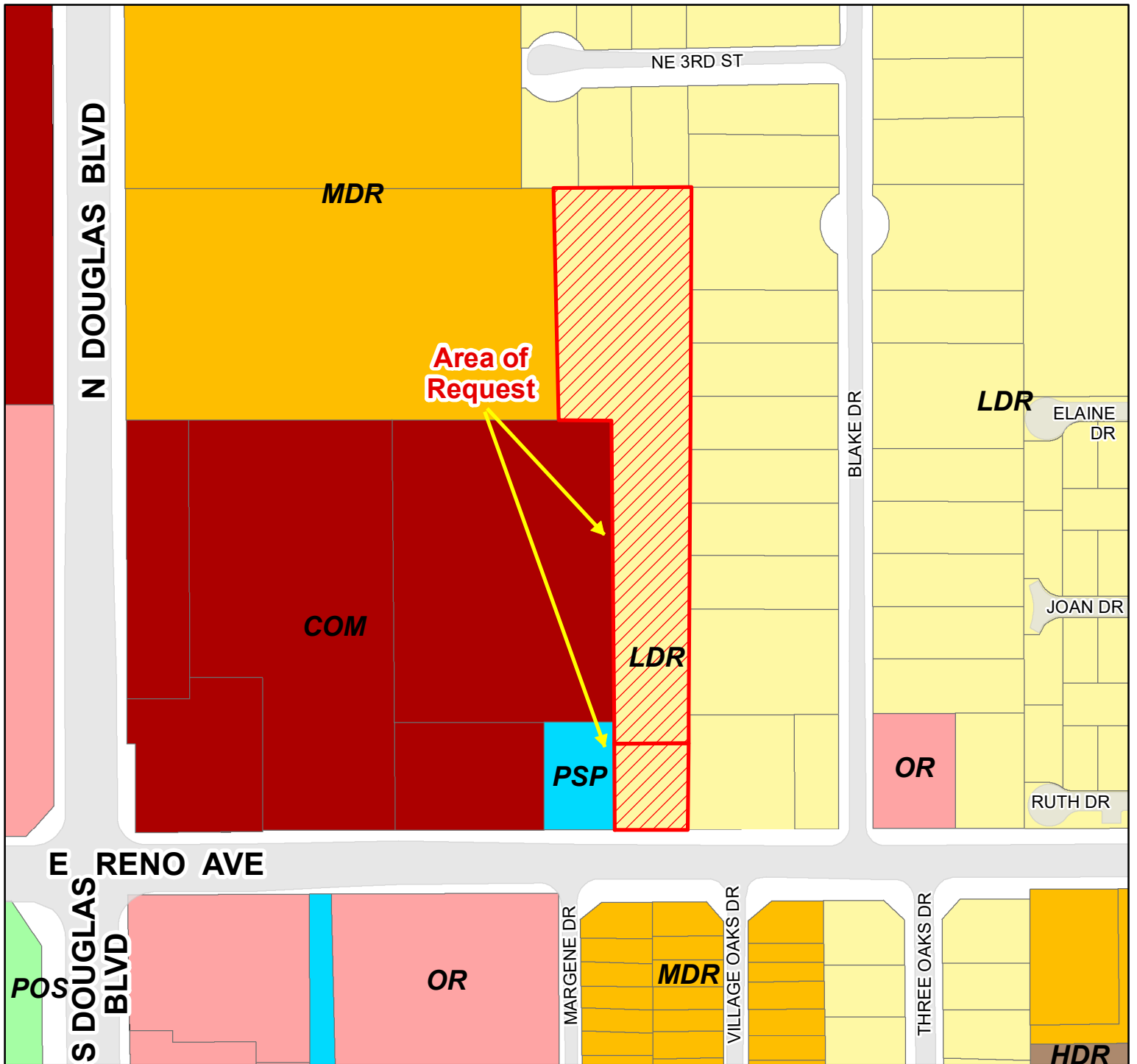


0 200 400 Feet

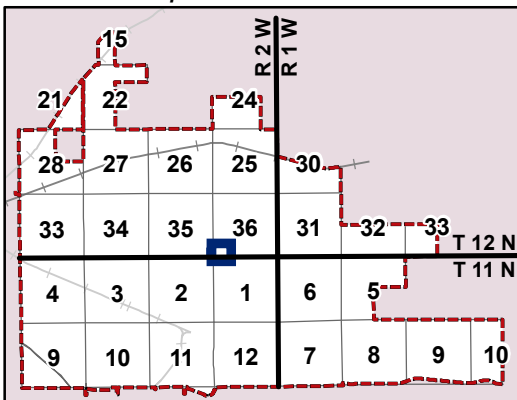


1 inch = 200 feet

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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-2086

(SW/4, Sec. 36, T12N, R2W)



0 200 400 Feet



1 inch = 200 feet

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2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE CORRECTING ONE SCRIVENERS ERROR THAT WAS AP-**  
4 **PROVED WITH THE 2010 ZONING MAP, AND DIRECTING AMENDMENT OF THE**  
5 **OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF**  
6 **THE PROPERTIES CORRECT ZONING DISTRICT; AND PROVIDING FOR RE-**  
7 **PEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reflected on  
11 the official Zoning Map shall be amended to reflect the correct classification of the property's  
12 zoning district as specified in this ordinance:

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

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

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

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

23 THE CITY OF MIDWEST CITY, OKLA-  
24 HOMA

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

27 ATTEST:

28 \_\_\_\_\_  
29 SARA HANCOCK, City Clerk

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

31 \_\_\_\_\_  
32 DONALD MAISCH, City Attorney



The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council  
**From:** Billy Harless, Community Development Director  
**Date:** August 24, 2021

**Subject:** (PC-2087) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Detached Residential with a Special Use Permit for a Lodge to PUD, Planned Unit Development governed by the C-4, General Commercial District and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COM, Commercial for the property described as a part of the SE/4 of Section 35, T-12-N, R-2-W, located at 8713 East Main Street.

**Executive Summary:** The area of request contains a vacant building, formerly operated as The Moose Lodge. The applicant is requesting to rezone to PUD, Planned Unit Development governed by the C-4, General Commercial District to allow for administrative offices with the indoor and outdoor storage of construction equipment. The applicant is proposing to utilize the existing structure for offices and indoor warehouse storage. The Master Development Plan map also indicates outside storage on the North end of property. Screening is required where abutting residential. Staff recommended a PUD to allow the applicant to exclude particular uses inappropriate for adjacent residential lots and also address staff concerns regarding curb cuts and screening. Action is at the discretion of the City Council.



**Dates of Hearing:** Planning Commission – August 3, 2021  
 City Council – August 24, 2021

**Council Ward:** Ward 3, Councilmember Españiola Bowen

**Owner/applicant:** Nathan Currey

**Proposed Use:** Administrative offices, indoor storage and outdoor storage

**Size:**

The area of request is a corner property containing approximately 326' of frontage along E Main Street and approximately 540' of frontage along Moose Street for an area of approximately 3.97 acres.

**Development Proposed by Comprehensive Plan:**

Area of Request – LDR, Low Density Residential  
North, East, South and West – LDR, Low Density Residential

**Zoning Districts:**

Area of Request – R-6, Single Family Detached Residential with a Special Use Permit for a Lodge  
North – R-6, Single Family Detached Residential  
East – R-6, Single Family Detached Residential  
South – R-HD, High Density Residential with a Special Use Permit for a Group Home  
West – R-6, Single Family Detached Residential and R-6, Single Family Detached Residential with a Special Use Permit for a Church

**Land Use:**

Area of Request – Vacant building, previously the Moose Lodge  
North – Oil Site  
East – Single family homes and vacant lots  
South – Freedom Villas Group Home, currently being constructed  
West – Single family home and church

**Comprehensive Plan Citation:**

Commercial Land Uses

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops, and pawnshops. Commercial uses often locate along major thoroughfares not because they the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the fact that commercial uses often have a greater need for outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

**Municipal Code Citation:**

**2.21 C-4, General Commercial District**

2.21.1. General Description

This commercial district is designed for the conduct of personal and business services and the general retail trade of the community and the surrounding area.

Because the permitted uses may serve and employ large numbers of people, the activities conducted and traffic generated make this district very incompatible with residential development.

Therefore, this district should be utilized at points of direct access from freeways, expressways, and arterial intersections, or in areas identified for heavy commercial activity that will be well separated from nearby residential areas. Outdoor storage and display is permitted.

**History:**

1. The property was zoned R-1-D with a Special Use Permit with the adoption of the 1985 Zoning Map.
2. The Planning Commission recommended approval of this item on August 3, 2021.

**Staff Comments:**

**Engineer's report:**

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are two public water mains bordering the proposed parcel; a six (6) inch line along the west side of Moose Street and a six (6) inch line running along the north side of Main Street. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

Immediately bordering the proposed parcel is an eight (8) inch public sanitary sewer along the east side of Moose Street. Additionally; there is an eight (8) inch public sanitary sewer main which terminates at the southwest corner of the parcel on the north side of Main Street. Any new building permit will require tie into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off Moose Street and Main Street. Moose Street and Main Street are classified as Local Roads in the 2008 Comprehensive Plan. The existing drives are too numerous and do not meet current code. No sidewalk currently exists along the frontage. Future work on the drives will require consolidation and sidewalk to meet current city standard.

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.

Easements and Right-of-Way

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

**Fire Marshal's Comments:**

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

**Plan Review Comments:**

As previously mentioned the applicant is requesting to rezone the area of request to PUD, Planned Unit Development governed by the C-4, General Commercial District. The applicant is proposing to remodel the existing structure for indoor offices and indoor warehouse storage. The Master Development Plan map also calls out the North portion of the lot to serve as outdoor storage. The PUD requires that all outdoor storage be provided site proof screening.

Staff did express concern about the potential for future incompatible uses allowed with the C-4, General Commercial District where adjacent to residential. The applicant has addresses this concern and excluded these incompatible uses.

The PUD expressly permits the following uses:

- 4.3.1 Public Service or Utility: Light
- 4.3.2 Public Service or Utility: Moderate
- 4.3.6 Low Impact Institutional: Neighborhood Related
- 4.3.9 Cultural Exhibits
- 4.3.10 Library Services and Community Centers
- 4.3.11 Community Recreation: Restricted
- 4.3.12 Community Recreation: General
- 4.3.13 Community Recreation: Property Owners' Association
- 4.4.1 Administrative and Professional Offices
- 4.4.6 Animals: Grooming and Sales
- 4.4.8 Animal Sales and Services: Kennels and Veterinary, Restricted
- 4.4.10 Automotive Equipment: Light
- 4.4.14 Automotive and Equipment: Storage
- 4.4.15 Building Maintenance Services
- 4.4.16 Business Support Services
- 4.4.18 Communication Services: Limited
- 4.4.20 Construction Sales and Services
- 4.4.21 Convenience Sales and Personal Services
- 4.4.29 Food and Beverage Retail Sales
- 4.4.38 Laundry Services
- 4.4.40 Medical Services: Restricted
- 4.4.41 Medical Services: General
- 4.4.42 Participant Recreation and Entertainment: Indoor
- 4.4.45 Personal Services: Restricted
- 4.4.46 Personal Services: General
- 4.4.47 Personal Storage
- 4.4.48 Repair Services: Consumer
- 4.4.49 Research Services
- 4.4.50 Retail Sales and Services: General
- 4.4.58 Off-Street Parking: Accessory Parking
- 4.4.60 Off-Street Parking: Personal Vehicle Storage
- 4.5.1 Custom Manufacturing
- 4.5.2 Light Industrial: Restricted (further limited to prohibit any marijuana uses)

#### 4.5.8 Wholesaling, Storage and Distribution: Restricted

If this application is approved, the applicant is required to apply for a building permit for the interior remodel, fence, and curb cuts. Screening is required where abutting residential and for the outdoor storage. The property is currently served by four curb cuts from East Main Street. The Master Development Plan map calls for the elimination of two of the four existing curb cuts. **The two curb cuts must be eliminated prior to receiving the Certificate of Occupancy.**

Freestanding and wall signs will be in accordance with Midwest City codes. The PUD explicitly prohibits any electronic message display signs. No new landscaping is required as the building is existing.

Staff has received inquiries from the surrounding neighbors regarding the proposed uses. The applicant has worked to address the concerns of the neighbors by contacting them personally. Staff has received no informal or formal protest at this time.

Action is at the discretion of the City Council.

#### **Action Required:**

Approve or reject the ordinance to redistrict to PUD, Planned Unit Development for the property as noted herein and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COM, Commercial, subject to staff's comments as found in the August 24, 2021 agenda packet and made a part of PC-2087 file.



Billy Harless,  
Community Development Director

SH



The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: July 14, 2021

Subject: Engineering staff comments for pc-2087 application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2087:**

Note: No engineering improvements are required with this application.

**Water Supply and Distribution**

There are two public water mains bordering the proposed parcel; a six (6) inch line along the west side of Moose Street and a six (6) inch line running along the north side of Main Street. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

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Access to the area of request exists off Moose Street and Main Street. Moose Street and Main Street are classified as Local Roads in the 2008 Comprehensive Plan. The existing drives are too numerous and do not meet current code. No sidewalk currently exists along the frontage. Future work on the drives will require consolidation and sidewalk to meet current city standard.

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**Easements and Right-of-Way**

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



## Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110  
[dhelmlberger@midwestcityok.org](mailto:dhelmlberger@midwestcityok.org) Office: 405-739-1355  
[www.midwestcityok.org](http://www.midwestcityok.org)



Re: PC - 2087

Date: 12 July 2021

PC-2087 is an application to rezone from R-6 to PUD, governed by C-4. Property was previously used as Moose Lodge.

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

Respectfully,

A handwritten signature in black ink, appearing to read "D. Helmlberger".

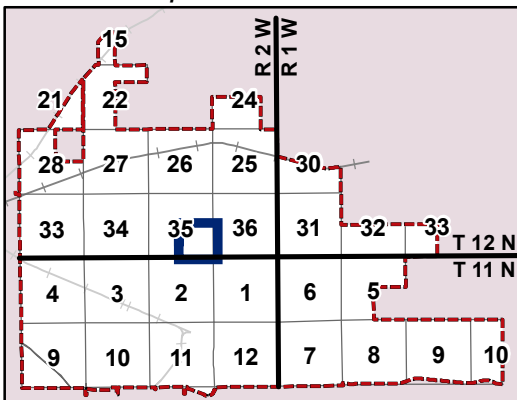
Duane Helmlberger  
Fire Marshal, CFM  
Midwest City Fire Department

The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.

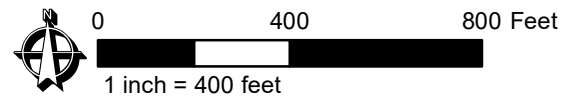


Copyright nearmap 2015

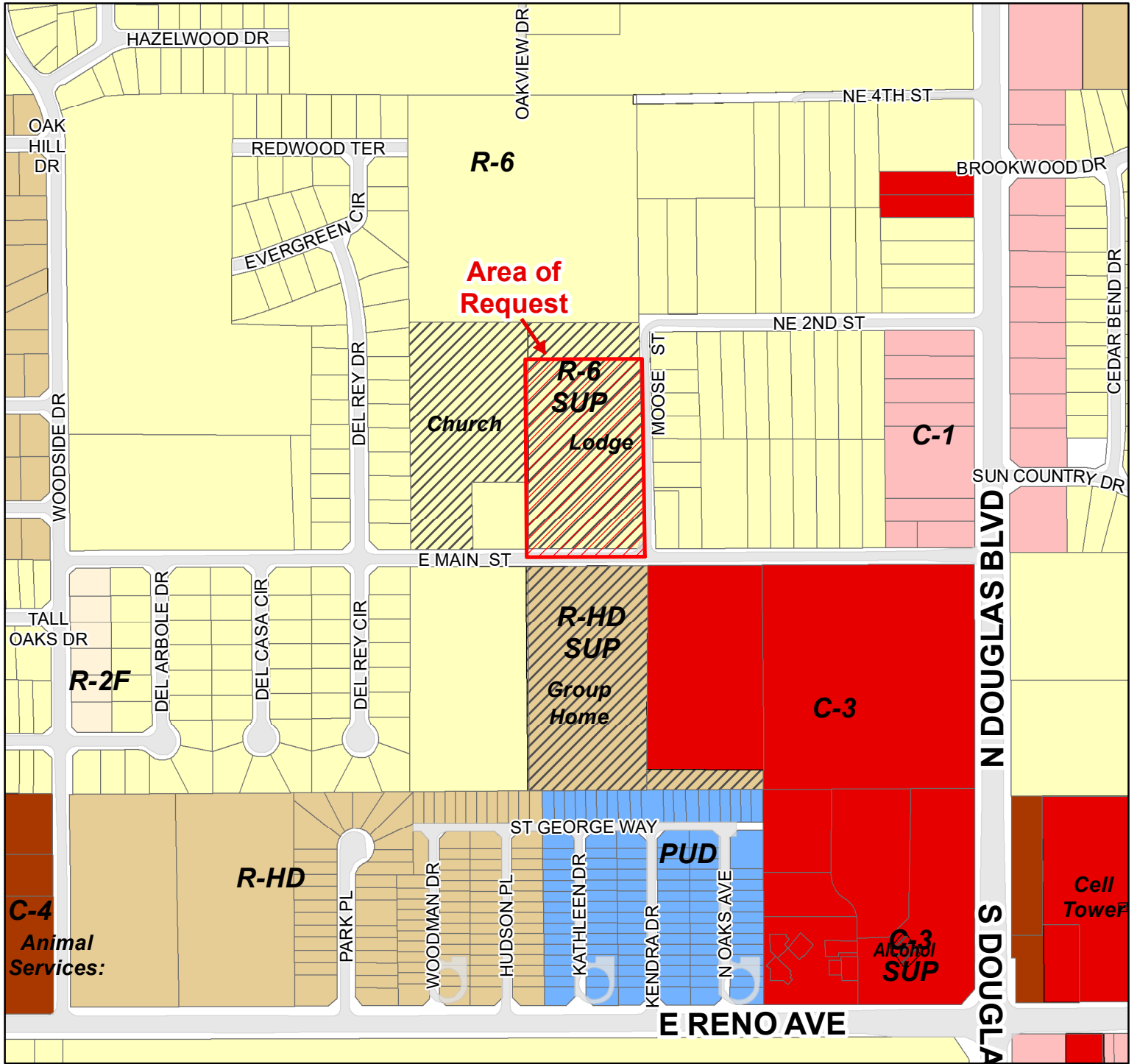
Locator Map



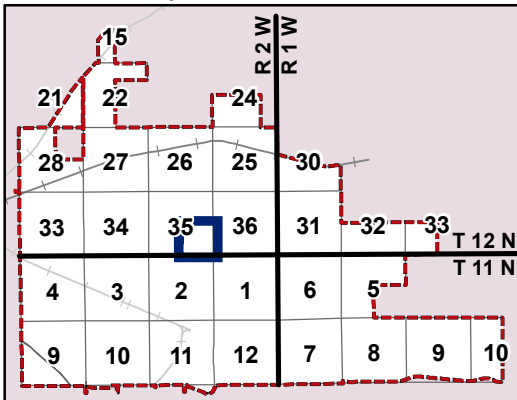
**4/2021 NEARMAP AERIAL VIEW FOR  
PC-2087  
(SE/4, Sec. 35, T12N, R2W))**



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.



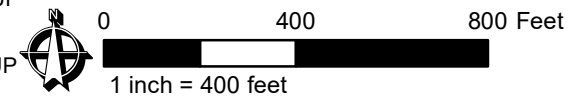
Locator Map



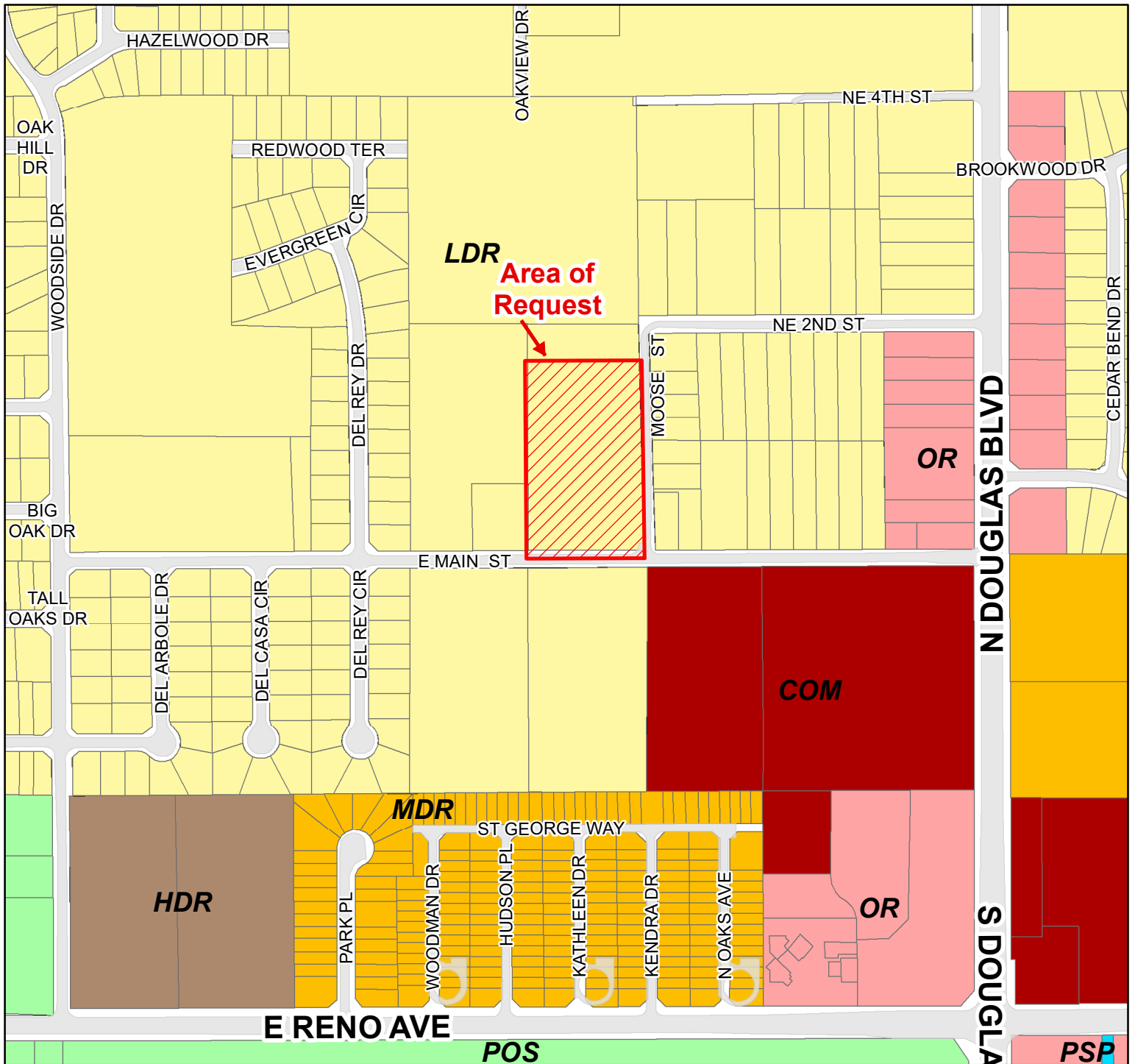
Current Zoning Legend

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

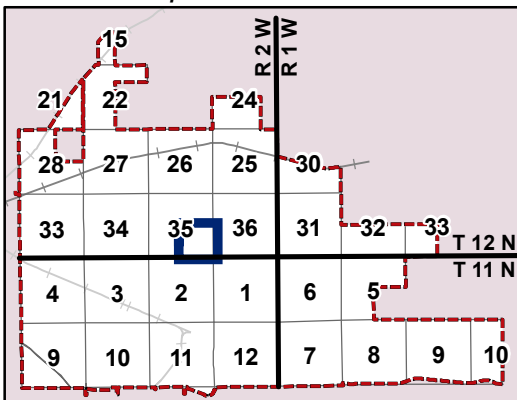
**ZONING MAP FOR  
PC-2087  
(SE/4, Sec. 35, T12N, R2W)**



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Locator Map

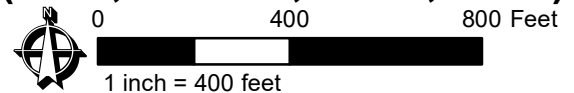


Future Land Use Legend

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

**FUTURE LAND USE  
MAP FOR  
PC-2087**

**(SE/4, Sec. 35, T12N, R2W)**



1 inch = 400 feet

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THE CITY OF MIDWEST CITY  
PLANNED UNIT DEVELOPMENT

MASTER DESIGN STATEMENT FOR

**8713 E. Main St.**

**June 23, 2021**

PREPARED BY:

Williams, Box, Forshee & Bullard PC  
522 Colcord Drive  
Oklahoma City, OK 73102  
405-232-0080 Phone  
405-236-5814 Fax  
[dmbox@wbfbllaw.com](mailto:dmbox@wbfbllaw.com)

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## **1.0 INTRODUCTION**

The Planned Unit Development is located within Section Thirty-Five, Township Twelve North, Range Two West the Indian Meridian (I.M.), Oklahoma County, Oklahoma, consisting of 3.97 acres.

## **2.0 LEGAL DESCRIPTION**

The legal description of the property is described in attached Exhibit "A", which is made a part of this design statement.

## **3.0 OWNER/DEVELOPER**

The owner and developer of the property described in Section 2.0 is Nathan Currey.

## **4.0 SITE AND SURROUNDING AREA**

### **4.1 ZONING**

The subject property at 8713 E. Main St. is currently zoned as R-6 SUP. Surrounding properties are zoned and used for:

North: R-6

East: R-6

South: R-HD SUP

West: R-6 and R-6 SUP

The relationship between the proposed use of this parcel and the above adjoining land uses is compatible. The proposed use of this property is in harmony with the surrounding zoning.

## **5.0 PHYSICAL CHARACTERISTICS**

The property is currently developed and was the former Moose Lodge.

## **6.0 CONCEPT**

The concept for this PUD is to redevelop the current building and amend the use to allow for office / warehouse space. The outdoor area North and East is contemplated for outdoor storage that will be paved and screened appropriately.

## **7.0 SERVICE AVAILABILITY**

### **7.1 STREETS**

This site is located on E. Main St. and Moose St. in Midwest City.

**7.2 SANITARY SEWER**

Public sanitary sewer facilities for this property are available.

**7.3 WATER**

Public water facilities for this property are available.

**7.4 FIRE PROTECTION**

Police and Fire protection are available from Midwest City. Additionally, the building is sprinkled.

**7.5 GAS, ELECTRICAL AND TELEPHONE SERVICES**

Gas, electrical, and telephone services serve several developments in the area of this Planned Unit Development and have lines adjacent to the subject property. Proper coordination with the various utility companies will be made in conjunction with this Development.

**7.6 PUBLIC TRANSPORTATION**

Public Transportation is currently unavailable adjacent to this site.

**7.7 DRAINAGE**

Development of this parcel will comply with the requirements of the Midwest City Municipal Code, 2020, as amended.

**7.8 COMPREHENSIVE PLAN**

The uses proposed in this Planned Unit Development are consistent and compatible with the surrounding zoning and the Midwest City Comprehensive Plan. The Comprehensive Plan states that “office uses . . . adjacent to residential uses create positive relationships in terms of compatibility; these are considered lower intensity land uses.” The Comprehensive Plan also mentions that “many techniques, including buffering, screening, and landscaping . . . can be implemented through zoning and subdivision regulation that would help increase compatibility between different land uses.” Therefore, the proposed land use would be consistent with the Comprehensive Plan and would be compatible with the surrounding area.

**8.0 SPECIAL DEVELOPMENT REGULATIONS**

The following Zoning Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those, which are in effect at the time of development of this planned unit development. Development is when a permit is issued for

any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Zoning Regulations of this PUD. For purposes of interpretation of these Zoning Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the Midwest City Municipal Code as such exists at the time of development of this PUD. In the event of conflict between provisions of this PUD and any of the provisions of the Midwest City Municipal Code, as amended (Code), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the code shall prevail and be controlling; provided however, that in the event of a conflict between the Zoning Regulations specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this planned unit development, such Zoning Regulations of this PUD shall prevail and be controlling.

## **8.1 USE AND DEVELOPMENT REGULATIONS**

This planned unit development shall consist of the subject property in its entirety. The use and development regulations of **C-4 General Commercial District** shall govern the property in its entirety of this PUD, except as herein modified.

The following uses shall be expressly permitted within this PUD:

- (4.3.1) Public Service or Utility: Light
- (4.3.2) Public Service or Utility: Moderate
- (4.3.6) Low Impact Institutional: Neighborhood Related
- (4.3.9) Cultural Exhibits
- (4.3.10) Library Services and Community Centers
- (4.3.11) Community Recreation: Restricted
- (4.3.12) Community Recreation: General
- (4.3.13) Community Recreation: Property Owners' Association
- (4.4.1) Administrative and Professional Office
- (4.4.6) Animals: Grooming and Sales
- (4.4.8) Animal Sales and Services: Kennels and Veterinary, Restricted
- (4.4.10) Automotive Equipment: Light
- (4.4.14) Automotive and Equipment: Storage
- (4.4.15) Building Maintenance Services
- (4.4.16) Business Support Services
- (4.4.18) Communications Services: Limited
- (4.4.20) Construction Sales and Services
- (4.4.21) Convenience Sales and Personal Services
- (4.4.29) Food and Beverage Retail Sales
- (4.4.38) Laundry Services
- (4.4.40) Medical Services: Restricted
- (4.4.41) Medical Services: General
- (4.4.42) Participant Recreation and Entertainment: Indoor Permitted

- (4.4.45) Personal Services: Restricted
- (4.4.46) Personal Services: General
- (4.4.47) Personal Storage
- (4.4.48) Repair Services: Consumer
- (4.4.49) Research Services
- (4.4.50) Retail Sales and Services: General
- (4.4.58) Off-Street Parking: Accessory Parking
- (4.4.60) Off-Street Parking: Personal Vehicle Storage
- (4.5.1) Custom Manufacturing
- (4.5.2) Light Industrial: Restricted (This use unit is further limited to prohibit any marijuana uses)
- (4.5.8) Wholesaling, Storage and Distribution: Restricted

**9.0 SPECIAL CONDITIONS**

The following special conditions shall be made a part of this PUD:

**9.1 FAÇADE REGULATIONS**

Pursuant to the base zoning district.

**9.2 LANDSCAPING REGULATIONS**

The subject parcel shall meet all requirements of Midwest City’s Landscaping Ordinance in place at the time of development, except as modified herein.

**9.3 SCREENING REGULATIONS**

The base zoning district shall regulate the screening requirements. The outdoor storage shall be required to provide sight proof screening.

**9.4 PLATTING REGULATIONS**

Platting shall be required within this PUD.

**9.5 DUMPSTER REGULATIONS**

The base zoning district shall regulate the dumpster requirements.

**9.6 ACCESS REGULATIONS**

Access to the subject site shall be from E. Main St. and Moose St.

**9.7 SIGNAGE REGULATIONS**

**9.7.1 FREESTANDING ACCESSORY SIGNS**

Freestanding Accessory signs will be in accordance with the base zoning district regulations.

**9.7.2 ATTACHED SIGNS**

Attached signs will be in accordance with the base zoning district regulations.

**9.7.3 NON-ACCESSORY SIGNS**

Non-Accessory signs shall be prohibited within this PUD.

**9.7.4 ELECTRONIC MESSAGE DISPLAY SIGNS**

Electronic Message Display signs shall be prohibited within this PUD.

**9.8 LIGHTING REGULATIONS**

The site lighting in this PUD shall be in accordance with Appendix A, Section 5.11, of the Midwest City Municipal Code, 2020, as amended.

**9.9 ROOFING REGULATIONS**

All structures within this PUD shall adhere to all municipal regulations as it relates to roofing materials.

**9.10 SETBACK REGULATIONS**

The base zoning district regulations shall regulate setbacks of structures in this PUD.

**9.11 HEIGHT REGULATIONS**

The base zoning district of each respective tract shall regulate the height requirements.

**9.12 PARKING REGULATIONS**

The design and number of all parking facilities in this PUD shall be in accordance with Appendix A, Section 5.3 of the Midwest City Municipal Code, 2020, as amended.

**9.13 SIDEWALK REGULATIONS**

This PUD shall adhere to all municipal sidewalk requirements.

**10.0 EXHIBITS**

Exhibit A: Legal Description

Exhibit B: Conceptual Master Development Plans

**Legal Description of 8713 East Main Street, Midwest City**

**The West Half (W/2) of the Southwest Quarter (SW/4) of the Northeast (NE/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, according to the Government Survey thereof, **LESS AND EXCEPT** the North 100 feet of thereof.**

Untitled Map

**Legend**

- 8713 E Main St
- Victory Baptist Temple



W 97° 22' 35.04"

Office Space

Warehouse space/  
storage

Offices

Future city improvements-  
new sidewalk and eliminate 2  
driveways

Vehicle/RV  
Storage

8713 E Main St

Moose St

NE 2nd St

E Main St

Del Rey Dr

Google Earth

© 2008 Google

400 ft

N Oaks



1 **PC-2087**

2 **ORDINANCE NO. \_\_\_\_\_**

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

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

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified  
11 to Planned Unit Development, PUD, subject to the conditions contained in the PC-2087 file, and  
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-  
13 erty’s zoning district as specified in this ordinance:

14 The West Half (W/2) of the SW/4 of the NE/4 of the SE/4 of Section Thirty-Five (35), Township  
15 Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Okla-  
16 homa, according to the Government survey thereof, LESS AND EXCEPT the North 100 feet  
17 thereof.

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

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

23 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
24 on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

25 THE CITY OF MIDWEST CITY, OKLA-  
26 HOMA

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

29 ATTEST:

30 \_\_\_\_\_  
31 SARA HANCOCK, City Clerk

32 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

33 \_\_\_\_\_  
34 DONALD MAISCH, City Attorney

35  
36

PC-2087

RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM LDR, LOW DENSITY RESIDENTIAL TO COM, COMMERCIAL, FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

**WHEREAS**, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR, Low Density Residential:

The West Half (W/2) of the SW/4 of the NE/4 of the SE/4 of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, according to the Government survey thereof, LESS AND EXCEPT the North 100 feet thereof.

**WHEREAS**, it is the desire of the Midwest City Council to amend the classification of the referenced property to COM, Commercial;

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Commercial on the 2008 Comprehensive Plan Map.

**PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

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

---

DONALD MAISCH, City Attorney



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**Economic Development**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: 405.739.1218  
[coleman@midwestcityok.org](mailto:coleman@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Economic Development Director

DATE: August 24, 2021

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

---

Appropriate information will be dispersed during executive session.

Robert Coleman, Economic Development Director



FURTHER INFORMATION





*The City Of Midwest City*  
*Neighborhood Services Department*  
*Neighborhoods In Action • Code Enforcement • Neighborhood Initiative*

MEMO

To: Honorable Mayor and Council  
From: Mike S. Stroh, Neighborhood Services Director  
Date: August 24, 2021  
Subject: Review of the monthly Neighborhood Services report for July 2021.

In July 2021, the Code Enforcement Division had five officers for the month. City Clerk's Code Officer was included in these numbers. We had one code officer in training. Together they opened 590 new cases, cleared 1,051 cases, contracted 100 properties, and wrote 44 new citations. This makes 4,713 cases for the year and we currently have 988 open cases.

Here is a breakdown of all the violations worked for the month.

	July 2020	Total 2020	July 2021	Total 2021
Other Nuisance	126	1,534	100	543
Rubbish	60	745	72	1,522
Structures	55	1,444	46	313
Tall Grass & Weeds	428	1,353	226	857
Trash & Debris	132	1,318	109	1,090
Vehicles	55	400	37	388

This shows a comparison between 2020 and 2021 of the total cases worked by each ward.

	July 2020	Total 2020	July 2021	Total 2021
Ward 1	237	2,742	154	1,103
Ward 2	122	640	86	866
Ward 3	114	1,697	143	541
Ward 4	80	358	47	577
Ward 5	216	972	112	977
Ward 6	87	405	48	649



For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-two notice types; Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types; Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count four notice types; Commercial Soft Surface, Inoperative Vehicle, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



## MUNICIPAL AUTHORITY AGENDA

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

August 24, 2021 – 6:01 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the August 10, 2021 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Capital Imp Rev Bond Fund, expenditures/Transfers Out (00) \$6,135,461. FF&E Reserve Fund, revenue/Transfers In (00) \$6,135,461. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$10,500. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$12,500. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$145,000. Storm Water Quality Fund, expenditures/Storm Water, expenditures (61) \$33,550. Capital Water Imp – Walker Fund, expenditures/Capital Water Improvements (49) \$987,700. Construction Loan Payment Revenue Fund, expenditures/Water Department (42) \$1,415,639. Sewer Construction Fund, expenditures/Sewer Construction (46) \$45,551. Utility Services Fund, expenditures/Utility Services (50) \$25,900. MWC Sanitation Department Fund, expenditures/Sanitation Department (41) \$522,274. MWC Water Department Fund, expenditures/Water Department (42) \$68,308. MWC Sewer Department Fund, expenditures/Sewer Department (43) \$55,459. FF&E Reserve Fund, expenditures /Hotel/Conf Center (40) \$433,537. (Finance - T. Cromar)
3. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2021. (City Manager - T. Lyon)

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



CONSENT AGENDA



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

**Midwest City Municipal Authority Minutes**

August 10, 2021

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

Chairman Matt Dukes called the meeting to order at 6:23 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendment of, the July 27, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: MWC Sewer Department Fund, revenue/Miscellaneous (00) \$7,030; expenditures/Sewer Department (43) \$38,432.
3. Discussion and consideration for adoption, including any amendments, of a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:24 PM.

ATTEST:

\_\_\_\_\_  
MATTEW D. DUKES II, Chairman

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



**Finance Department**

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

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 24, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Capital Imp Rev Bond Fund, expenditures/Transfers Out (00) \$6,135,461. FF&E Reserve Fund, revenue/Transfers In (00) \$6,135,461. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$10,500. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$12,500. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$145,000. Storm Water Quality Fund, expenditures/Storm Water, expenditures (61) \$33,550. Capital Water Imp – Walker Fund, expenditures/Capital Water Improvements (49) \$987,700. Construction Loan Payment Revenue Fund, expenditures/Water Department (42) \$1,415,639. Sewer Construction Fund, expenditures/Sewer Construction (46) \$45,551. Utility Services Fund, expenditures/Utility Services (50) \$25,900. MWC Sanitation Department Fund, expenditures/Sanitation Department (41) \$522,274. MWC Water Department Fund, expenditures/Water Department (42) \$68,308. MWC Sewer Department Fund, expenditures/Sewer Department (43) \$55,459. FF&E Reserve Fund, expenditures/Hotel/Conf Center (40) \$433,537.

The first and second supplements are needed to budget for the transfer out of Fund 250 and transfer in to Fund 196 for the Hotel Construction Rev Bond reimbursements. The third supplement is needed to budget for the Orchard Addition – Reed Baseball Complex drainage study and construction. The fourth supplement is needed to budget for the Howard Acres Addition comprehensive drainage study. The fifth through fourteenth supplements are needed to roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

**SUPPLEMENTS**  
**August 10, 2021**

Fund CAPITAL IMP REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfer Out			6,135,461	
		<u>0</u>	<u>0</u>	<u>6,135,461</u>	<u>0</u>

**Explanation:**  
To budget for the transfer out of Fund 250 & transfer in to Fund 196 for the Hotel Construction Rev Bond reimbursements. Amount is determined after the capital outlay roll for project 402102.

Fund FF&E RESERVE (196)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfer In	6,135,461			
		<u>6,135,461</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To budget for the transfer out of Fund 250 & transfer in to Fund 196 for the Hotel Construction Rev Bond reimbursements. Amount is determined after the capital outlay roll for project 402102.

Fund CAPITAL DRAINAGE IMP (060)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
72	Drainage Improvements			10,500	
		<u>0</u>	<u>0</u>	<u>10,500</u>	<u>0</u>

**Explanation:**  
To budget for the Orchard Addition - Reed Baseball Complex drainage study and constuction. Funding to come from fund balance.

Fund CAPITAL DRAINAGE IMP (060)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
72	Drainage Improvements			12,500	
		<u>0</u>	<u>0</u>	<u>12,500</u>	<u>0</u>

**Explanation:**  
To budget for the Howard Acres Addition comprehensive drainage study. Funding to come from fund balance.

**SUPPLEMENTS**  
**August 10, 2021**

Fund CAPITAL DRAINAGE IMP (060)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
72	Drainage Improvements			145,000	
		0	0	145,000	0

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund STORM WATER QUALITY (061)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Storm Water			33,550	
		0	0	33,550	0

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund CAP WATER IMP - WALKER (172)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
49	Capital Water Imp			987,700	
		0	0	987,700	0

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund CONST LOAN PAYMENT REV (178)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water Department			1,415,639	
		0	0	1,415,639	0

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.



**SUPPLEMENTS**  
**August 10, 2021**

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
46	Sewer Construction			45,551	
		<u>0</u>	<u>0</u>	<u>45,551</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund UTILITY SERVICES (187)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Utility Services			25,900	
		<u>0</u>	<u>0</u>	<u>25,900</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund MWC SANITATION DEPARTMENT (190)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation Department			522,274	
		<u>0</u>	<u>0</u>	<u>522,274</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water Department			68,308	
		<u>0</u>	<u>0</u>	<u>68,308</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**

**August 10, 2021**

Fund MWC SEWER DEPARTMENT (192)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Sewer Department			55,459	
		<u>0</u>	<u>0</u>	<u>55,459</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund FF&E RESERVE (196)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
40	Hotel/Conf Center			433,537	
		<u>0</u>	<u>0</u>	<u>433,537</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: August 24, 2021

RE: Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2021.

---

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

*Tim L. Lyon*

---

Tim Lyon  
City Manager

Attachment (1)

**SHERATON MIDWEST CITY HOTEL AT THE REED CENTER**

<b>Fiscal Year 2021-2022</b>	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
<b>Revenue</b>												
Budgeted (MTD)	218,175											
Actual (MTD)	165,309											
Budgeted (YTD)	218,175											
Actual (YTD)	165,309											
<b>Expenses</b>												
Budgeted (MTD)	276,863											
Actual (MTD)	217,027											
Budgeted (YTD)	276,863											
Actual (YTD)	217,027											
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(56,688)											
Actual (MTD)	(51,718)											
Budgeted (YTD)	(56,688)											
Actual (YTD)	(51,718)											
<b>Key Indicators</b>												
Hotel Room Revenue	140,152											
Food and Banquet Revenue	21,229											

<b>Fiscal Year 2020-2021</b>	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
<b>Revenue</b>												
Budgeted (MTD)	343,261	453,583	525,877	507,546	455,087	297,747	227,478	357,427	514,440	483,447	447,593	415,608
Actual (MTD)	209,220	96,171	166,050	141,030	196,284	98,762	110,610	119,566	178,607	183,566	128,960	228,854
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267	2,285,354	2,583,101	2,810,579	3,168,006	3,682,446	4,165,893	4,613,486	5,029,094
Actual (YTD)	209,220	305,391	471,441	612,471	808,756	907,517	1,018,127	1,137,693	1,316,301	1,499,867	1,628,827	1,857,681
<b>Expenses</b>												
Budgeted (MTD)	402,630	455,299	469,746	481,160	435,035	370,311	312,141	359,557	443,494	451,607	419,406	410,317
Actual (MTD)	206,494	166,450	189,154	173,890	187,703	140,339	168,038	152,009	184,421	208,906	174,967	241,097
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835	2,243,910	2,614,221	2,926,362	3,285,919	3,729,413	4,181,020	4,600,426	5,010,743
Actual (YTD)	206,494	372,944	562,098	735,987	923,690	1,064,029	1,232,066	1,384,076	1,568,497	1,777,403	1,952,369	2,193,466
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386	20,912	(72,564)	(84,663)	(2,130)	70,946	31,840	28,187	5,291
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)	8,582	(41,577)	(57,428)	(32,443)	(5,814)	(25,340)	(46,006)	(12,242)
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432	41,444	(31,120)	(115,783)	(117,913)	(46,967)	(15,127)	13,060	18,351
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)	(114,935)	(156,511)	(213,939)	(246,383)	(252,196)	(277,536)	(323,543)	(335,785)



NEW BUSINESS/  
PUBLIC DISCUSSION





## MEMORIAL HOSPITAL AUTHORITY AGENDA

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

August 24, 2021 – 6:02 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the August 10, 2021 meeting minutes. (Secretary - S. Hancock)

2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Hospital Authority Fund, revenue/Transfers In (90) \$150,531; expenses/Transfers Out (90) \$150,531; expenses/Hospital Authority (90) \$37,633. Hospital Authority Fund, expenses/Hospital Authority (90) \$1,322,294. (Finance - T. Cromar)

C. DISCUSSION ITEM.

1. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

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

**Midwest City Memorial Hospital Authority Minutes**

**August 10, 2021**

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

Chairman Matt Dukes called the meeting to order at 6:24 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendment of, the July 27, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Sooner Rose TIF Fund, revenue/Taxes (00) \$50,000.
3. Discussion, consideration and possible action to amend and/or renew the Lease Agreement with Dr. William G. Bozalis, DDS, for one (1) year beginning September 1, 2021, at a monthly rental rate of \$1,600 for Suite #9, 2828 Parklawn Drive.

DISCUSSION ITEM.

1. **Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:24 PM.

ATTEST:

\_\_\_\_\_  
MATTEW D. DUKES II, Chairman

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





**Finance**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: (405) 739-1245  
[tcromar@MidwestCityOK.org](mailto:tcromar@MidwestCityOK.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees of the  
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 24, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Hospital Authority Fund, revenue/Transfers In (90) \$150,531; expenses/Transfers Out (90) \$150,531; expenses/Hospital Authority (90) \$37,633. Hospital Authority Fund, expenses/Hospital Authority (90) \$1,322,294.

The first supplement is needed to increase budget for transfers from 9010 division to 9050 (112,898) and 9080 (\$37,633) divisions to match actual amounts of transfers and to increase grant expenditure budget by corresponding amount of increase to 9080 transfers in. The second supplement is needed to roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year.

Tiatia Cromar

Finance Director

## SUPPLEMENTS

**August 24, 2021**

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Transfers In	150,531			
90	Transfers Out			150,531	
90	Hospital Authority			37,633	
		<u>150,531</u>	<u>0</u>	<u>188,164</u>	<u>0</u>

**Explanation:**  
To increase budget for transfers from 9010 division to 9050 (\$112,898) and 9080 (\$37,633) divisions to match actual amounts of transfers and to increase grant expenditure budget by corresponding amount of increase to 9080 transfer in.

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			1,322,294	
		<u>0</u>	<u>0</u>	<u>1,322,294</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.



DISCUSSION ITEM





**Memorial Hospital Authority**

General Manager/Administrator, Tim Lyon  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1201  
tlyon@midwestcityok.org  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: August 24, 2021

Subject: Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

---

Jim Garrels, President of Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION





## **SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA**

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

August 24, 2021 – 6:03 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **EXECUTIVE SESSION.**

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

C. **CONSENT AGENDA.** These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the July 27, 2021 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Economic Development Authority Fund, expenses/Economic Dev Auth (95) \$125,000. (Finance - T. Cromar)

D. **DISCUSSION ITEM.**

1. Discussion, Consideration and Possible Action to Amend and/or Approve a Resolution of the Midwest City Economic Development Authority Approving that Certain "Economic Development Assistance Agreement", by and Between the Midwest City Economic Development Authority and Global Turbine Services, Inc. (The "Development Assistance Agreement"); Authorizing and Directing Execution and Delivery of the Development Assistance Agreement; and Containing Other Provisions Relating Thereto. (Economic Development - R. Coleman)

- E. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
  
- F. ADJOURNMENT.



EXECUTIVE SESSION







**Economic Development**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
rcoleman@midwestcityok.org  
Office: 405.739.1218  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: August 24, 2021

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

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Appropriate information will be dispersed during the meeting.

Robert Coleman, Economic Development Director



CONSENT AGENDA



Notice for the Midwest City Economic Development Authority special meeting 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.midwestcityokorg).

**Midwest City Economic Development Authority Minutes**  
**Special Meeting**

**July 27, 2021**

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

Acting Chairman Pat Byrne called the meeting to order at 7:32 PM with following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Española Bowen	Trustee Christine Allen	Secretary Sara Hancock
Trustee Rick Favors		City Attorney Don Maisch

Absent: Chairman Matt Dukes

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

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 special meeting minutes.
2. Discussion and consideration of passing and approving, including any possible amendment of a Resolution EDA2021-02 for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021.
3. Discussion, consideration and possible action to amend and/or enter into a professional services agreement with Tunnell, Spangler & Associates, Inc. d/b/a TSW, in an amount not to exceed \$80,000 for planning and economic/market analysis services to create a revitalization plan and overlay district for parts of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, all lying in Township 12 North, Range 1 West of the Indian Meridian.

PUBLIC DISCUSSION. There was no public discussion.

At 7:35 PM Eads made motion to recess, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Favors. Voting Nay: none. Absent. Chairman Dukes. Motion carried.

At 8:41 PM Reed made motion to return, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Favors. Voting Nay: none. Absent. Chairman Dukes. Motion carried.

EXECUTIVE SESSION.

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

At 8:41 PM Reed made motion to enter into Executive Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Favors. Voting Nay: none. Absent. Chairman Dukes. Motion carried.

At 9:15 PM Reed made motion to return to open session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Favors. Voting Nay: none. Absent. Chairman Dukes. Motion carried.

Reed made motion to proceed as discussed, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Favors. Voting Nay: none. Absent. Chairman Dukes. Motion carried.

ADJOURNMENT.

There being no further business, Vice Chairman Byrne adjourned the meeting at 9:15 PM.

ATTEST:

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PAT BYRNE, Acting Chairman

---

SARA HANCOCK, Secretary



**Finance Department**

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

TO: Honorable Chairman and Trustees  
Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 24, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Economic Development Authority Fund, expenses/Economic Dev Auth (95) \$125,000.

This supplement is needed to roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year.

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

**August 24, 2021**

Fund ECONOMIC DEVELOPMENT AUTHORITY (353)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
95	Economic Dev Auth			125,000	
		<u>0</u>	<u>0</u>	<u>125,000</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.



DISCUSSION ITEM



MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman, Economic Development Director

Date: August 24, 2021

Subject: Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority approving that certain “Agreement For The Purchase And Sale Of Real Estate”, by and between the Midwest City Utilities Authority And Global Turbine Services, Inc. (the “real estate agreement”); authorizing and directing execution and delivery of the real estate agreement; and containing other provisions relating thereto.

---

Global Turbine Systems, Inc., desires to purchase most of the “centerfield” of the Soldier Creek Industrial Park to develop as a jet engine maintenance, repair, overhaul and testing facility. This purchase includes all of the area bordered by NE 23<sup>rd</sup> Street to the north, NE 20<sup>th</sup> Street to the south, America Avenue to the east and Soldier Street to the west.

Please contact me (405/739-1218) with any question.

Respectfully,

Robert Coleman

Attachment: Resolution



**RESOLUTION NO. EDA2021-\_\_\_\_\_**

**A RESOLUTION OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY APPROVING THAT CERTAIN “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT”, BY AND BETWEEN THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND GLOBAL TURBINE SERVICES, INC. (THE “DEVELOPMENT ASSISTANCE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE DEVELOPMENT ASSISTANCE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

**WHEREAS**, Global Turbine Services, Inc., a Florida corporation (hereinafter, the “Company”), intends to develop, construct, equip and operate an advanced jet engine maintenance and testing center within the Soldier Creek Industrial Park in Midwest City, Oklahoma (hereinafter, the “GTS Facilities”), and to create between 30 and 290 new direct jobs at the GTS Facilities, with salaries and benefits equal to or higher than the current average now obtaining within Oklahoma County (hereinafter, the “Project”); and

**WHEREAS**, in exchange for the Company’s agreement to undertake the Project, the Midwest City Utilities Authority, an Oklahoma public trust (hereinafter, the “Utilities Authority”), has agreed to sell land owned by the Utility Authority in the Soldier Creek Industrial Park to the Company, pursuant to the terms and conditions of that certain “Agreement for the Purchase and Sale of Real Estate”, by and between the Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and

**WHEREAS**, as additional consideration for the Company’s agreement to undertake the Project, the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Development Authority”), has agreed to provide economic development assistance to the Company in connection the Project, pursuant to the terms and conditions of that certain “Economic Development Assistance Agreement”, dated as of August 1, 2021, by and between the Development Authority and the Company; and

**WHEREAS**, the Trustees of the Development Authority have determined that it is in the best interests of the residents of Midwest City, Oklahoma that the Development Assistance Agreement be approved.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, AS FOLLOWS:**

**SECTION 1.** Approving the Terms and Conditions of the Development Assistance Agreement. The Trustees of the Midwest City Economic Development Authority hereby approve that certain “Economic Development Assistance Agreement”, dated as of August 1, 2021, by and between the Development Authority and the Company (the “Development Assistance Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of the Development Authority.

**SECTION 2. Authorizing and Directing Execution and Delivery of the Development Assistance Agreement and All Related Instruments.** The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Development Assistance Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Development Assistance Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Economic Development Authority this \_\_\_\_ day of August, 2021.

MIDWEST CITY ECONOMIC DEVELOPMENT  
AUTHORITY

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Matthew D. Dukes II, Chairman

ATTEST:

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Sara Hancock, Secretary

APPROVED as to form and legality this \_\_\_\_ day of August, 2021

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Don Maisch, City Attorney

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**GLOBAL TURBINE SERVICES PROJECT**

**ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

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**By and Between The**

**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

**And**

**GLOBAL TURBINE SERVICES, INC.**

**Dated as of August 11, 2021**

# GLOBAL TURBINE SERVICES PROJECT

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GLOBAL TURBINE SERVICES PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of August 1, 2021 (hereinafter, the "Development Assistance Agreement"), is made and entered into by and between the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the "Development Authority"), and Global Turbine Services, Inc., a Florida corporation (hereinafter, the "Company").

WITNESSETH:

WHEREAS, the Company intends to develop, construct, equip and operate an advanced jet engine maintenance and testing center (hereinafter, the "GTS Facilities"), and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix "1" hereto (hereinafter, the "Project Site"), and to operate such facilities to serve governmental, military and corporate customers; and

WHEREAS, the Company expects to create between 30 and 290 new direct jobs at the GTS Facilities, with salaries and benefits equal to or higher than the current average now obtaining within Oklahoma County; and

WHEREAS, the parties wish to set forth the terms under which the Development Authority has agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Development Authority and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

(i) to acquire the Project Site on the terms and conditions set forth in that certain "Agreement for Purchase and Sale of Real Estate Agreement", dated as of July 27, 2021, by and between the Midwest City Utilities Authority and the Company (hereinafter, the "Real Estate Agreement"); and

(ii) to cause the design, construction, installation and equipping of the following described industrial facilities (collectively, the "GTS Facilities"), to-wit:

(a) Building 1 - Building 1 to be a 25,000 square foot building with adequate space to provide maintenance and testing of jet engines (hereinafter, "Phase 1");

(b) Building 2 - Building 2 to be a 150,000 square foot building (hereinafter, "Phase 2");

(c) Building 3 - Building 3 to be a 150,000 square foot building (hereinafter, "Phase 3");

(iii) to operate and manage the GTS Facilities for the period and in the manner set forth herein; and

(iv) to create and maintain the employment of the workforce within or near the City having a minimum of 200 Full-Time Equivalent Jobs for any twelve (12) month period commencing October 1, 2024 and ending January 1, 2030. (For all purposes of this agreement, "Full-Time Equivalent Jobs" shall mean that number of employees employed and working within the GTS Facilities, or facilities located within or near the City and operated by the Company in connection with the GTS Facilities, during a given twelve (12) month period determined by dividing the total number of hours during such period worked by all employees of the Company within such facilities by 2080.

(The undertaking of the foregoing by the Company may be hereinafter referred to as the "Project".)

B. Subject to the terms hereinafter set forth, the Development Authority hereby agrees to provide development assistance and other incentives for the Project as hereinafter set forth.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a corporation duly organized and existing under the laws of the State of Florida. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company. The Company's ability to accomplish the Project with development assistance from the Development Authority has induced the Company to proceed with the Project and the Company hereby covenants to complete the same and continue to maintain and operate the Project until January 1, 2030.

SECTION 2.03 Full Power and Authority. The Company represents that it has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company represents that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing such Company or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in

any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City or any entity thereof, any money or other consideration for obtaining this Development Assistance Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. [Reserved]

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Development Authority. The Development Authority is a duly organized and validly existing public trust under the laws of the State of Oklahoma and as such, is a duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Development Authority. The Development Authority is fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. The Development Authority has duly authorized its Chairman, or in his absence, its Vice-Chairman, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the Development Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services, and the Development Authority agrees to make such additional improvements to the utility services as are described in Section 4.02 hereof.

SECTION 2.12 No Default. The performance by the Development Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement, this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authority or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the Development Authority, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely



affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company and the Development Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein and remain in effect during through January 1, 2030.

### ARTICLE III

#### DEVELOPMENT AND CONSTRUCTION OF THE GTS FACILITIES

##### SECTION 3.01 [Reserved]

SECTION 3.02 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.03 Basic Concept Drawings. Within thirty (30) days following the rezoning of the Project Site (pursuant to the terms of the Real Estate Agreement), the Company shall submit Conceptual Drawings of the GTS Facilities, including Site Plans and Elevations, describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. No substantial changes shall hereafter be made in the Conceptual Drawings unless mutually agreed upon, in writing, by the Company and the Development Authority.

SECTION 3.04 Construction Drawings and Related Documents. On or before the start dates specified in Section 3.08 hereof, the Company shall prepare and submit construction drawings, specifications and related documents for the initial phase of the GTS Facilities (hereinafter, the "Preliminary Construction Plans") to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Preliminary Construction Plans, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Preliminary Construction Plans can receive prompt and speedy consideration by the City. If any material revisions or corrections of Preliminary Construction Plans shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the Development Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.05 Construction of Improvements. The Company agrees that all construction, renovation, improvement, equipping, repair and installation in and to the GTS Facilities shall be done in accordance with the building and safety codes of the City, and the Preliminary Construction Plans and related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.06 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the GTS Facilities, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction

as to such construction, development or work. The Development Authority shall cooperate with and provide all usual assistance to the Company in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.07 Cost of Construction. All costs of the Project shall be borne by the Company, or third-parties under contract to the Company to pay such costs.

SECTION 3.08 Construction Schedule. Not later than thirty (30) days following the rezoning of the Project Site, the Company or its designated agent will provide to the Development Authority a schedule for completion of the GTS Facilities in accordance with the Conceptual Drawings. This schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the Development Authority, which shall not be unreasonably withheld. This schedule shall include the following provisions:

(i) That not later than one hundred twenty (120) days following the rezoning of the Project Site, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of Building 1, with such work in any case being completed on or before the end of the twenty-fourth (24th) month following the issuance of the related Building Permit by the City; and

(ii) That not later than four hundred-eighty (480) days following the rezoning of the Project Site, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of Phase 2, with such work in any case being completed on or before the end of the twenty-fourth (24th) month following the issuance of the related Building Permit by the City; and

(iii) That not later than eight hundred-forty (840) days following the rezoning of the Project Site, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of Phase 3, with such work in any case being completed on or before the end of the twenty-fourth (24th) month following the issuance of the related Building Permit by the City.

If it appears that any of the above-described phases of the GTS Facilities cannot be completed within the period of time set forth in this section, the Company shall promptly report to the Development Authority that one or more of the GTS Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company shall provide an updated schedule regarding the time required for the completion of such GTS Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the Development Authority, which approval shall not be unreasonably withheld.

SECTION 3.09 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the Development Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, such representatives of the Development Authority will check in with the on-site manager. All such representatives of the Development Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not

interfere with the construction activity. The Development Authority agrees to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that the Development Authority shall incur no financial obligations therefor.

SECTION 3.10 Indemnification of the Development Authority. The Company shall defend, indemnify, assume all responsibility for, and hold the Development Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the Development Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, relating to any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the Development Authority from liability.

SECTION 3.11 Liability Insurance.

A. In addition to the indemnification of the Development Authority required in Section 3.10 hereof, the Company shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the GTS Facilities in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company will name the Development Authority as an "Additional Insured" and include endorsements to the effect that the insurer agrees to notify the Development Authority not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the Development Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the Development Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company shall be primary insurance and not contributing with any insurance maintained by the Development Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Development Assistance Agreement.

C. The Company shall also furnish or cause to be furnished to the Development Authority evidence satisfactory to the Development Authority that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.12 Performance Bond. Prior to the commencement of work at the Project Site, the Company shall post with the City such performance bonds or other sureties as may be required by the Code.

SECTION 3.13 Local, State and Federal Laws. The Company shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.14 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.15 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site; provided, however, that nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.16 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; the Company shall not make any total or partial sale, transfer, conveyance, assignment or lease of the GTS Facilities without the prior written consent of the Development Authority, which consent shall not be unreasonably withheld; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the GTS Facilities to such third-parties as it may deem advisable, in its sole discretion; and (c) the transfer of the GTS Facilities to a parent, affiliate, real estate trust or subsidiary of the Company.

SECTION 3.17 Reports By the Company; Sales Tax Collections.

A. The Company shall establish and maintain records and reports for all costs associated with the Project. Such records shall be made available for review or audit at the offices of the Company upon written request by the Development Authority at a reasonable time after such request.

B. In addition to the requirements of paragraph A of this section, the Company shall also establish and maintain a record of all sales taxes collected on construction materials used or to be used within the Project Site. Such records shall include not only sales taxes paid on materials purchased by the Company, its agents and employees, but also on all materials purchased for use within the Project Site by any contractor or subcontractor of the Company or any employee or agent of either. To ensure that all contractors and subcontractor provide the information necessary to accurately account for sales taxes paid in connection with the Project, the Company shall require, as a part of any agreement with a contractor doing work on the Project, that such contractor and each of its subcontractors provide the Development Authority with the following information:

- (i) a listing of construction materials purchased for use within the Project Site;
- (ii) the name and phone number of all vendors providing such material;
- (iii) the date such material was purchased by the contractor or subcontractor; and

(iv) the amount of sales taxes paid on the construction materials.

#### ARTICLE IV

#### LOCAL JOBS CREDITS; OTHER DEVELOPMENT INCENTIVES

##### SECTION 4.01 Local Jobs Credits; Documentation.

A. Beginning with the issuance by the City of a Certificate of Occupancy for any phase of the GTS Facilities, and for so long as the Company is not in default under the terms of this Development Assistance Agreement, the Company shall be entitled to receive an annual reimbursement of certain wages and salaries paid by the Company to its employees during the previous calendar year. (The above-described reimbursements are hereinafter collectively referred to as the "Local Jobs Credits"). Such annual reimbursement shall be equal to the total of:

(i) Three Percent (3.00%) of all wages and salaries paid by the Company to employees who have resided within the corporate boundaries of Midwest City and who have worked within the GTS Facilities for at least one hundred eighty (180) days during the previous calendar year; plus

(ii) Two Point Five Percent (2.5%) of all wages and salaries paid by the Company to employees who have resided within Oklahoma County, but outside of Midwest City and who have worked within the GTS Facilities for at least one hundred eighty (180) days during the previous calendar year;

Provided, however, that the annual reimbursement amount shall be limited to \$250,000 per year, and that the aggregate of all reimbursements hereunder during the term of this Development Assistance Agreement shall never exceed \$1,000,000. Such reimbursements shall be due and payable by the Development Authority no later than July 1st of the following year.

B. The Local Jobs Credits shall be determined based upon information provided by the Company to the Oklahoma Employment Security Commission, with copies of such information being submitted to the Development Authority not later than January 31st for the previous calendar year. The Company shall also provide to the Development Authority such additional information as the Development Authority may reasonably request in order to properly calculate the amount of the annual reimbursement.

SECTION 4.02 Additional Public Improvements. To further induce the Company into undertaking the Project, the Development Authority agrees to install, or to cause the installation of the following:

(i) an EMBARK bus stop on or near the Project Site to provide convenient transportation to and from the GTS Facilities for employees of the Company; and

(ii) to provide an off-site easement for storm water detention; and

(iii) an extension and/or improvement of existing utilities including electricity, natural gas distribution, sanitary sewer, storm sewer, telecommunications and water distribution;

(iv) sidewalk and trail improvements, which extend the City trail system to the GTS Facilities;

(v) street improvements including widening, striping, signage, etc., along U.S Highway 62;

(vi) landscaping and other improvements within public rights-of-ways or in easements; and

(vii) traffic signalization for the intersection of U.S Highway 62 at America Avenue (if allowed by the Oklahoma Department of Transportation).

SECTION 4.03 Reimbursement for Company Expenditures. In addition to all other incentives contained in this agreement, the Development Authority further agrees to reimburse the Company for certain expenditures made by the Company, as follows:

(i) Reimbursement for the cost of land dedicated to storm water detention as determined by the multiplying the square footage of the area covered by storm water detention facilities multiplied by the average price per square foot of the land being acquired by the Company pursuant to the Real Estate Agreement; and

(ii) Reimbursements for the cost of improvements to landscaping, building design, building construction or other elements the City deems necessary to provide noise attenuation or other protection from properties adjacent to the GTS Facilities, plus the additional interest incurred as result of financing said improvements.

## ARTICLE V

### USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. The Company covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Development Authority, its successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement.

SECTION 5.02 Maintenance Covenants. The Company, and all successors and assigns in interest to the Company, shall be obligated to maintain the GTS Facilities, and all improvements and landscaping situated on the Project Site, in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

SECTION 5.03 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The Development Authority is deemed the beneficiary of the terms and provisions of this Development Assistance Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement and the covenants running with the land have been provided. This Development Assistance Agreement shall run in favor of the Development Authority, without regard to whether the Development Authority has been, remains or is an owner of any land or interest therein in the Project Site. The Development Authority shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to

which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company and the Development Authority.

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;
- (ii) Material variance from the approved Preliminary Construction Plans without prior written consent of the Development Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Preliminary Construction Plans;
- (iii) Default by the Company or the Development Authority in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the Development Authority in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;
- (iv) Any representation, statement, certificate, schedule or report made or furnished by the Development Authority to the Company or made or furnished by the Company to the Development Authority with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the defaulting party fails to take or cause to be taken corrective measures satisfactory to the other party within thirty (30) days after written notice by the Authority;
- (v) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days; or
- (vi) The failure by the Company to maintain an average of Two Hundred (200) Full Time Equivalent Jobs for any twelve (12) month period commencing June 1, 2024 and continuing during any period for which this Development Assistance Agreement is outstanding;

#### SECTION 6.02 Notice of Default; Remedies.

A. Each party hereto shall provide the defaulting party with notice and thirty (30) days opportunity to cure any Event of Default described in Section 7.01(i) through (v). The Development Authority will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 7.01(vi).

B. Upon the failure of either party to cure any Event of Default to the other party's satisfaction within the applicable period of time described in Section 7.01(A), the non-defaulting party may, at its option, proceed simultaneously or selectively and successively to enforce its rights under this Development

Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event that either party shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Development Assistance Agreement may also be extended in writing by the mutual agreement of the Development Authority and the Company.

SECTION 6.05 Non-liability of Officials, Employees and Agents of the Development Authority. No official, employee or agent of the Development Authority shall be personally liable to the Company, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the Development Authority.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.01 Development Authority's Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the Development Authority to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than as set forth in this Development Assistance Agreement.

SECTION 7.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by certified mail, postage prepaid, return receipt requested or a delivery service requiring a signature upon delivery and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received on the date signed for by the recipient:

If to the Company:

Global Turbine Services, Inc.  
9374 NW 102<sup>nd</sup> ST  
Medley, FL 33178  
Att: President

If to the Development Authority:

Midwest City Economic Development Authority  
Midwest City City Hall  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Attn: Chairman



SECTION 7.03 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company and the Development Authority.

SECTION 7.04 Non-Waiver; Cumulative Remedies. No failure on the part of the Development Authority to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 7.05 Assignment. This Development Assistance Agreement shall not be assignable by the Company without the prior written consent of the Development Authority. The rights and benefits under this Development Assistance Agreement may be assigned by the Development Authority.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the Development Authority as a joint venturer with the Company or to constitute a partnership among the parties. The parties further agree that all proceedings arising in connection with this Development Financing Assistance Agreement shall be filed and tried only in the Oklahoma or United States courts located in Oklahoma County, Oklahoma.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Property Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations, written or oral, between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Attorneys Fees. In the event of suit by either party to enforce this Agreement, the prevailing party shall be entitled to such court costs and attorney's fees as the court deems reasonable.

SECTION 7.12 Counterparts. This Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the Development Authority shall be held personally liable therefore.

IN WITNESS WHEREOF, the Development Authority and the Company have caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

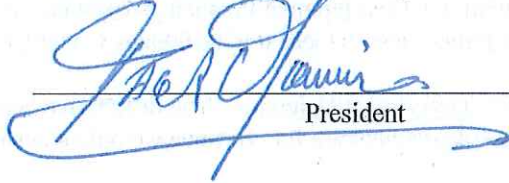
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Chairman

(SEAL)  
ATTEST:

\_\_\_\_\_  
Secretary

GLOBAL TURBINE SERVICES, INC.

  
\_\_\_\_\_  
President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF OKLAHOMA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Chairman of the Midwest City Economic Development Authority, a public trust, on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public

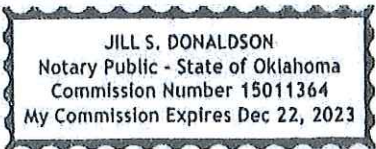
(SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF OKLAHOMA        )

BEFORE ME, a notary public in and for said City and state, on this 11 day of August, 2021, personally appeared Jack Tanner, to me known to be the identical person who subscribed the name of Global Turbine Services, Inc. to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



Jill S Donaldson  
Notary Public

(SEAL)

My Commission expires 12.22.23

APPENDIX "1"

LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township Twelve (12) North, Range Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H and 6I of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.



PUBLIC DISCUSSION





## SPECIAL UTILITIES AUTHORITY AGENDA

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

August 24, 2021 – 6:05 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. EXECUTIVE SESSION.

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

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the July 27, 2021 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Utilities Authority Fund, expenses/Economic (87) \$778,548. (Finance - T. Cromar)

D. DISCUSSION ITEM.

1. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority declaring Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H AND 6I of Soldier Creek Industrial Park, an addition to the City of Midwest City, Oklahoma County, Oklahoma (a/k/a +/- 24.63 acres located in the North Half of Section 27, Township 12 North, Range 2 West of the Indian Meridian) as surplus; approving that certain "Agreement for the Purchase and Sale of Real Estate", by and Between the Midwest

City Utilities Authority and Global Turbine Services, Inc. (the “Real Estate Agreement”); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

- E. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
- F. ADJOURNMENT.



EXECUTIVE SESSION







**Economic Development**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
rcoleman@midwestcityok.org  
Office: 405.739.1218  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: August 24, 2021

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

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Appropriate information will be dispersed during the meeting.

Robert Coleman, Economic Development Director



CONSENT AGENDA



Notice for the Midwest City Utilities Authority special meeting 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.midwestcityokorg).

**Midwest City Utilities Authority Minutes**  
**Special Meeting**

**July 27, 2021**

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

Acting Chairman Pat Byrne called the meeting to order at 9:16 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Española Bowen	Trustee Christine Allen	Secretary Sara Hancock
Trustee Rick Favors		City Attorney Don Maisch

Absent: Chairman Matt Dukes

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

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes.
2. Discussion, consideration and possible action to declare a ± 2.717 acre lot lying the Northeast Quarter of the Northwest Quarter of Section 27, Township 12 North, Range 2 West of the Indian Meridian, (a/k/a Lot 1, Soldier Creek Industrial Park and/or 2290 Soldier Street) surplus; and to enter into a real estate agreement with The Hub Bike Park, LLC, to sell the property for \$71,016 less Closing costs.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Acting Chairman Pat Byrne adjourned the meeting at 9:16 PM.

ATTEST:

\_\_\_\_\_  
PAT BYRNE, Acting Chairman

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



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

TO: Honorable Chairman and Trustees  
Midwest City Utility Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 24, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Utilities Authority Fund, expenses/Economic (87) \$778,548.

The first supplement is needed to roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

**August 24, 2021**

Fund UTILITIES AUTHORITY (193)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
87	Economic			778,548	
		<u>0</u>	<u>0</u>	<u>778,548</u>	<u>0</u>

**Explanation:**  
To roll forward capital outlay project budgets from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.



DISCUSSION ITEM





Midwest City Utilities Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: August 24, 2021

Subject: Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority declaring Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H AND 6I of Soldier Creek Industrial Park, an addition to the City of Midwest City, Oklahoma County, Oklahoma (a/k/a +/- 24.63 acres located in the North Half of Section 27, Township 12 North, Range 2 West of the Indian Meridian) as surplus; approving that certain "Agreement for the Purchase and Sale of Real Estate", by and Between the Midwest City Utilities Authority and Global Turbine Services, Inc. (the "Real Estate Agreement"); Authorizing and directing execution and delivery of the Real Estate Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

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Global Turbine Systems, Inc., desires to purchase most of the "centerfield" of the Soldier Creek Industrial Park to develop as a jet engine maintenance, repair, overhaul and testing facility. This purchase includes all of the area bordered by NE 23<sup>rd</sup> Street to the north, NE 20<sup>th</sup> Street to the south, America Avenue to the east and Soldier Street to the west.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

Tim Lyon, General Manager/Administrator

Attachments: Resolution  
Real Estate Agreement  
SCIP Final Plat

**RESOLUTION NO. UA2021-\_\_\_\_\_**

**A RESOLUTION OF THE MIDWEST CITY UTILITIES AUTHORITY DECLARING LOTS 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H AND 6I OF SOLDIER CREEK INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA. (A/K/A +/- 24.63 ACRES LOCATED IN THE NORTH HALF OF SECTION 27, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN) AS SURPLUS; APPROVING THAT CERTAIN “AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE”, BY AND BETWEEN THE MIDWEST CITY UTILITIES AUTHORITY AND GLOBAL TURBINE SERVICES, INC. (THE “REAL ESTATE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE REAL ESTATE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

**WHEREAS**, the Midwest City Utilities Authority, an Oklahoma public trust (hereinafter, the “Utilities Authority”), in its effort to create jobs and to expand local economic development opportunities previously acquired certain personal property for the purpose of developing the Soldier Creek Industrial Park (hereinafter “SCIP”),

**WHEREAS**, Global Turbine Services, Inc., a Florida corporation (hereinafter, the “Company”), intends to develop, construct, equip and operate an advanced jet engine maintenance and testing center within SCIP in Midwest City, Oklahoma (hereinafter, the “GTS Facilities”), and to create between 30 and 290 new direct jobs at the GTS Facilities, with salaries and benefits equal to or higher than the current average now obtaining within Oklahoma County (hereinafter, the “Project”); and

**WHEREAS**, in exchange for the Company’s agreement to undertake the Project, the Midwest City Utilities Authority, an Oklahoma public trust (hereinafter, the “Utilities Authority”), has agreed to sell land owned by the Utility Authority in the Soldier Creek Industrial Park to the Company, pursuant to the terms and conditions of that certain “Agreement for the Purchase and Sale of Real Estate”, by and between the Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and

**WHEREAS**, as additional consideration for the Company’s agreement to undertake the Project, the Authority has agreed to provide economic development assistance to the Company in connection the Project, pursuant to the terms and conditions of that certain “Economic Development Assistance Agreement”, dated as of August 1, 2021, by and between the Development Authority and the Company; and

**WHEREAS**, the Trustees of the Utilities Authority have determined that it is in the best interests of the residents of Midwest City, Oklahoma that the Real Estate Agreement be approved.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:**

**SECTION 1. Declaring the Property as Surplus.** The Trustees of the Midwest City Utilities Authority hereby declare Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H and 6 of SOLDIER CREEK INDUSTRIAL PARK, an



Addition to the City of Midwest City, Oklahoma County, Oklahoma. (a/k/a +/- 24.63 acres located in the North Half of Section 27, Township 12 North, Range 2 West of the Indian Meridian, as surplus, and authorizing the General Manager/Administrator to dispose of the property as provided for in the Real Estate Agreement.

**SECTION 2. Approving the Terms and Conditions of the Real Estate Agreement.** The Trustees of the Midwest City Utilities Authority hereby approve that certain “Agreement for the Purchase and Sale of Real Estate”, dated as of its date of execution, by and between the Utilities Authority and the Company (the “Real Estate Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of the Utilities Authority.

**SECTION 3. Authorizing and Directing Execution and Delivery of the Real Estate Agreement and All Related Instruments.** The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Real Estate Agreement and such other instruments as maybe necessary or appropriate in order to effectuate the execution and delivery of the Real Estate Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Utilities Authority this \_\_\_\_\_ day of August, 2021.

MIDWEST CITY UTILITIES AUTHORITY

\_\_\_\_\_  
Matthew D. Dukes II, Chairman

ATTEST:

\_\_\_\_\_  
Sara Hancock, City Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of August, 2021

\_\_\_\_\_  
Donald D. Maisch, City Attorney

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

THIS AGREEMENT for Purchase and Sale of Real Estate made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Midwest City Utilities Authority, an Oklahoma public trust (the "Seller"), and Global Turbine Services, Inc., a Florida corporation, or permitted assigns (the "Buyer"), is made with reference to the following facts:

(i) Seller owns a certain tract of real property located in Oklahoma County, Oklahoma, more particularly described on Exhibit "A," ("Overall Property") attached hereto and made a part hereof.

(ii) Seller desires to sell and Buyer desires to purchase a portion of the Overall Property containing approximately 24.63 gross acres, as approximately depicted and described on Exhibit "B" attached hereto and made a part hereof, all improvements thereon and appurtenances thereunto belonging ("Property"), in accordance with the terms, conditions and provisions of this Agreement. The exact legal description and acreage of the Property shall be determined by the survey, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Purchase and Sale.** Seller agrees to sell, and Buyer agrees to purchase, the Property for the consideration and on the terms hereinafter provided, free and clear of all mortgages, security interests, liens, encumbrances and charges whatsoever.

**2. Purchase Price.** The purchase price for the Property shall be Six Hundred Forty-Three Thousand Seven Hundred Eight Dollars and 62 Cents (\$643,708.62), payable as follows:

**2.1. Earnest Money.** The sum of Fifty Thousand Dollars (\$50,000.00) (the "Earnest Money") shall be delivered to First American Title Insurance Company, 3000 W. Memorial Rd., Suite 216, Oklahoma City, Oklahoma 73120; (405) 848-8800 (the "Escrow Agent"), within Two (2) business days of the execution of this Agreement by both parties, and shall be held by said Escrow Agent under the terms and conditions of this Agreement, to be applied to the purchase price payable at Closing. The Escrow Agent may place said Earnest Money in an interest bearing account, and the party to whom said Earnest Money is ultimately delivered shall receive any such interest earned.

**2.2. Cash.** The sum of Five Hundred Ninety-Three Thousand Seven Hundred Eight Dollars and 62 Cents (\$593,708.62) shall be paid by Buyer to Seller by bank cashier's or certified check or wire transfer, at Closing.

**3. Closing.** The consummation of the transaction and the delivery of the documents referred to herein shall occur at the "Closing". The Closing shall take place within thirty (30) days after the Property has been rezoned for Buyer's Intended Use as set forth in Section 8.8 below. The Closing shall take place at the office of the Escrow Agent or by mail-away closing.

**4. Title Material.** Buyer shall obtain a commitment for title insurance from First American Title Insurance Company on said Property showing a merchantable title in the Seller, according to the standards adopted by the Oklahoma Bar Association, free and clear of all liens and encumbrances except those shown herein. The Buyer shall have fourteen (14) days to have the commitment examined and furnish any objections in writing to the Seller, Seller's Attorney or Seller's Brokers herein, and the Seller shall have not to exceed sixty (60) days from the notice thereof to correct such defects, unless such time is further extended by mutual agreement in writing. If Seller is unable to cure or elects not to cure any of Buyer's objections, Buyer may elect to either (a) accept title as it is and proceed to Closing without a reduction in the Purchase Price, or (b) terminate this Agreement and its Earnest Money and any interest shall be returned and the parties shall have no further obligations to each other. Said commitment is to be delivered to the attorney for Buyer for examination.

## **5. Representations and Warranties.**

**5.1. Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows:

**(a) Condemnation/Right-of-Ways.** Seller has no knowledge that the Property, or any part thereof, is or will be the subject of or affected by any condemnation, eminent domain, transportation right-of-ways or similar proceeding.

**(b) Litigation.** To Seller's knowledge, there is no existing or threatened action, suit or proceeding affecting the Property, or any part thereof, or relating to or arising out of the ownership and use of the Property or any part thereof, in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or governmental instrumentality.

**(c) Legal Compliance.** To Seller's knowledge, Seller has complied with all Federal, State and local laws and administrative regulations relating to

the ownership of the Property including. Seller has received no notice of violation of any environmental regulations.

**(d) Options.** Seller has not granted to any person, firm or other entity a right or option to acquire the Property, or any part thereof, which has not been heretofore terminated in full.

**(e) Exclusive Right to Purchase.** Effective upon execution of this Agreement and Buyer's delivery of Earnest Money to the Escrow Agent, and unless and until this Agreement is terminated (i) the Buyer shall have an exclusive right to purchase the Property and Seller shall not accept any backup offers for the purchase of the Property, and (ii) if the Property is currently advertised for sale, Seller shall remove the Property from the market and take down any advertising.

**(f) Taxes.** All general taxes and special assessments relating to the Property due and payable with respect to calendar years prior to 2021 shall have been paid in full and discharged prior to Closing.

**5.2. Buyer's Representations and Warranties.** The Buyer represents and warrants to Seller that Buyer has the authority and power to enter into and carry out the provisions of this Agreement; and that the execution and performance of this Agreement will not conflict with or result in any breach of the terms and provisions of any instrument or agreement to which Buyer is a party.

**5.3. Survival.** The foregoing representations and warranties of Seller and Buyer shall survive the Closing.

**6. Access and Feasibility Study.** Seller shall provide Buyer, Buyer's agents and employees, access to the Property for the purpose of conducting, at Buyer's sole cost, liability and expense, (from which Buyer shall indemnify and hold Seller harmless), feasibility, adequacy of drainage, environmental, engineering and topographic studies, including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use and that utilities are reasonably available to the Property and that appropriate percolation tests may be conducted. All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses and surveys. If, within One Hundred Eighty (180) days after the execution of this Agreement, Buyer should determine that the Property is unsuitable, Buyer may, at Buyer's option, (i) accept the condition of the Property and proceed to Closing; or, (ii) terminate this Agreement by notice in writing to Seller, in which event after the return of the Earnest Money and any interest to Buyer, neither party shall have any further obligations to the other hereunder. Upon the expiration of the Access and Feasibility Study period, if Buyer has not elected to terminate the Agreement,

the Earnest Money shall become non-refundable, except in those circumstances as provided for herein.

**7. Condition of Property.** Pending Closing, Seller shall maintain the Property in the condition existing as of the date hereof, ordinary wear and tear excepted.

**8. Conditions Precedent.** The obligation of Buyer hereunder at Closing shall be subject, at Buyer's option, to the following conditions:

**8.1. Performance by Seller.** The Seller shall perform all its obligations to be performed hereunder at or prior to Closing.

**8.2. Representations and Warranties.** All representations and warranties of the Seller hereunder shall be true and correct as of Closing.

**8.3. Title.** Marketable title to the Property shall be vested in Seller in fee simple absolute, subject to no mortgage, pledge, lien, encumbrance, security interest or charge, except such matters as shall have been approved by Buyer in writing. "Marketable title" shall be determined according to current title standards adopted by the Oklahoma Bar Association.

**8.4. Condemnation/Right-of-Way.** Neither the Property, nor any part thereof, shall have been condemned by any authority having that right and power, nor shall the Property or any part thereof be the subject of any pending or threatened eminent domain proceeding or transportation right-of-way proceeding.

**8.5. Alteration.** Neither the Property, nor any part thereof, shall have been materially altered prior to Closing.

**8.6. Environmental Audit.** The parties agree as follows:

(a) Seller has selected a reputable Oklahoma contractor to perform a Phase I ESA on the Property, (the "Contractor"). Phase II will only be ordered if the Phase I recommends it.

(b) Seller shall initially pay the entire cost of the Contractor's services.

(c) Upon receipt, Seller shall share the test results and report with the Buyer. Within Ten (10) Business Days following Buyer's receipt of the Phase I, (or Phase II if recommended by Phase I report), Buyer shall notify Seller in writing that either (i) the results are acceptable to Buyer and Seller shall commence rezoning as set forth in Paragraph 8.8 below, or (ii) the results are unacceptable to Buyer and Buyer elects to terminate this Agreement and its Earnest Money shall be returned in full. If Buyer does not notify Seller in

writing of its election within Ten (10) Business Days of the receipt of the Phase I (or Phase II if recommended by Phase I report), then Buyer shall be deemed to have elected option (i). If Buyer elects option (i) or is deemed to elect option (i) then Buyer shall be responsible for reimbursing Seller for the entire cost of the Contractor's services, either at Closing, or in the event Buyer later terminates this Agreement and does not close on the Property, the entire cost of the Contractor's services shall be deducted from Buyer's Earnest Money and paid to Seller and the remaining Earnest Money shall be returned to Buyer.

(d) If the results of the Phase I, (Phase II) recommends any type of clean up or remediation of the Property, Seller shall have the option, within Ten (10) Business Days following receipt of the report recommending any clean up or remediation, to (i) proceed with the recommended clean up at its sole cost and expense, or (ii) terminate this Agreement, and the Earnest Money shall be returned to Buyer in full and the parties shall have no further obligations to each other hereunder.

**8.7. Survey.** Seller is in the process of platting the Overall Property as a new addition called Soldier Creek Industrial Park. After the plat has been recorded, Seller shall obtain a survey of the Property in a form acceptable to induce survey protection under the title commitment called for herein which shall also contain the legal description for the Property to be attached to the deed at Closing. The cost of such Survey shall be paid by Seller.

**8.8. Rezoning/PUD Amendment.** The Buyer intends to use the Property to construct two (2) 150,000 square feet MRO facilities and a 25,000 square feet Aircraft Engines Test Cell building ("Intended Use"). The Property is currently zoned as PUD PC 1766, which must be amended in order to allow the Property to be used for Buyer's Intended Use. Additionally, Buyer understands that Seller has an inherent interest in the use of the Property and agrees that the PUD amendment shall also include certain prohibited uses of the Property, which shall be disclosed to Buyer prior to the expiration of the Access and Feasibility Study period. Upon Seller's receipt of written notice from Buyer of the acceptability of the Phase I/Phase II reports, as provided in Paragraph 8.6(c)(i) above, and Seller's receipt of a detailed outline of Buyer's Intended Use of the Property, Seller shall commence the rezoning process, which may take up to One Hundred Eighty (180) days to complete. If Seller is unable to obtain the necessary approvals to rezone the Property and amend the PUD, Seller shall notify Buyer in writing of same and Buyer may terminate this Agreement upon written notice to Seller and Buyer's Earnest Money shall be returned to Buyer and the parties shall have no further obligations to the other hereunder.

**9. Conditions Precedent to Seller's Obligations.** The Seller's obligations hereunder shall be subject, at its option, to the conditions that Buyer perform all Buyer's obligations to be performed hereunder at or prior to Closing and that all representations and warranties of the Buyer hereunder are true and correct as of Closing.

**10. Termination of Agreement.**

**10.1. Termination.** Either party may terminate this Agreement, at or prior to Closing, by written notice to the other party if any of the conditions precedent to that party's obligations hereunder shall have not been satisfied within the times prescribed herein.

**10.2. Return of Earnest Money and Interest to Buyer.** If this Agreement is terminated by Buyer on account of Seller's failure or inability to satisfy any condition precedent to Closing, and Buyer is unwilling to waive such condition, neither party shall have any further obligations hereunder except that Escrow Agent shall promptly refund to Buyer the Earnest Money delivered in escrow pursuant to paragraph 2.1 hereof.

**10.3. Delivery of Earnest Money and Interest to Seller.** In the event Buyer refuses or is unable to close the transaction described herein despite the satisfaction of all conditions precedent to Buyer's obligations hereunder, Escrow Agent shall deliver the Earnest Money delivered in escrow, pursuant to paragraph 2.1 hereof, to Seller as full and complete liquidated damages, and without further liability of either party to the other and, in such event, neither party shall have any further obligations hereunder.

**10.4. Specific Enforcement.** In the event that Seller refuses or is unable to close this transaction despite the satisfaction of all conditions precedent to Seller's obligations hereunder, Buyer shall be entitled, at Buyer's option, to specifically enforce the terms of this Agreement. The prevailing party shall be awarded reasonable attorney fees and costs.

**11. Transactions at Closing.** The following transactions shall take place at Closing:

**11.1. Warranty Deed.** A General Warranty Deed, in Oklahoma statutory form and describing the Property, shall be executed and delivered by Seller to Buyer.

**11.2. Documentary Stamp Taxes.** Seller shall pay all sums necessary for the purchase of Documentary Stamps required to be affixed to the Warranty Deed under Oklahoma law.

**11.3. Proration of Taxes.** All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year 2021 shall be prorated on the basis of the calendar year 2021 between Buyer and Seller as of the date of Closing. If the

amount of such general taxes cannot be ascertained at Closing, such proration shall be on the basis of taxes assessed with respect to the previous calendar year, but shall be subsequently adjusted when such determination can be made.

**11.4. Payment.** Buyer shall pay to Seller, by certified or bank cashier's check or wire transfer, all sums owed under subparagraph 2.2 hereof, and the amount held by Escrow Agent in accordance with paragraph 2.1 hereof shall be delivered to Seller.

**12. Cooperation of Seller.** Seller shall deliver to Buyer, immediately upon Seller's execution hereof, any surveys, prior title policies, building plans, environmental reports, or soil reports, pertaining to the Property, that the Seller has in its possession.

**13. Expenses.** Except as otherwise provided herein, expenses shall be paid as follows: a) Abstracting, title commitment and title policy: Buyer; b) Survey: Seller; c) Closing or escrow fee: ½ Seller, ½ Buyer; d) Documentary Stamps: Seller; e) Mortgage Tax: Buyer; f) Loan costs: Buyer. Each party will bear and pay its own expenses and professional fees of negotiation and consummating the transactions contemplated hereby.

**14. Brokers.** Malek Massad with Skybridge Real Estate has been Seller's broker to this transaction, whose commission shall be paid by Seller pursuant to separate agreement. The parties agree that there has been no other broker, finder or other intermediary involved in this transaction and each party shall indemnify the other against all loss, cost, damage or expense, including attorney fees, should any such broker, finder or intermediary make any claim against the non-defaulting party.

**15. Notices.** All notices, requests, demands, instructions, other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if sent by overnight delivery, email transmission, personally delivered in return for a receipt, or if mailed by registered or certified mail, return receipt requested, three days after the date of such mailing, to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.

**15.1. Seller.** Notices to Seller shall be addressed as follows:

Midwest City Utilities Authority  
Attn: Robert Coleman  
100 N. Midwest Boulevard  
Midwest City, OK 73110-4327  
Phone: (405) 739-1218  
Email: rcoleman@midwestcityok.org

Katharine C. Oakley





3048 N. Grand Boulevard  
Oklahoma City, OK 73107  
Phone: (405) 659-2045  
Email: katieoakley786@gmail.com

**15.2 Buyer.** Notices to Buyer shall be addressed as follows:

Global Turbine Services, Inc.  
Attn: Jack Tannir  
9364 NW 102<sup>nd</sup> Street  
Medley, FL 33178  
Phone: (786) 476-2166  
Email: jtannir@gtsaviation.com

**16. Time of the Essence.** Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

**17. Whole Agreement – No Oral Modifications.** This Agreement embodies all the representations, warranties and agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the parties.

**18. Benefit of Agreement.** This Agreement shall be binding and inure to the benefits of the parties and their respective heirs, successors and assigns.

**19. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts.

**20. Counterparts and Signatures.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. Confirmed facsimile and electronic signatures are binding.

**21. Offer Available.** The foregoing offer is made subject to acceptance in writing hereon by the Buyer on or before 5:00 p.m. Central Time, the 10th day of June, 2021, and the return of an executed copy to the undersigned of this document. If not so accepted, this offer shall be deemed withdrawn and of no force and effect.

**22. Miscellaneous Provisions.** The parties agree as follows:

**(a) Formal Approval of Agreement.** Buyer acknowledges that this Agreement and the Closing contemplated hereunder are wholly contingent upon the Seller obtaining the formal approval of the Midwest City Utilities Authority in an open meeting.

**(b) Warranty Deed Restriction.** Buyer acknowledges that the Warranty Deed shall contain language that the Property shall remain on the tax rolls of Oklahoma County and the City of Midwest City in perpetuity so that the Property shall never be exempt from taxes, regardless of the status of the owner of the Property.

**(c) Economic Development Assistance Agreement.** Seller has agreed to provide Buyer with certain incentives in exchange for the timely development of the Property pursuant to the terms set forth in the Economic Development Assistance Agreement ("Development Agreement"), a draft of which is attached hereto as Exhibit "C". The Development Agreement shall be executed by Buyer and Seller at or prior to Closing.

**(d) Permitting.** With respect to permitting for construction of Buyer's Intended Use, the Seller represents that the City of Midwest City will not unreasonably withhold development permits, provided that all construction documents submitted to the City as part of the permit application adhere to all applicable local, state and federal codes and regulations. The Buyer may elect to submit construction documents to the City for approval prior to Closing, but the approval of same shall not be a condition to Closing, nor shall the Access and Feasibility Study period be extended in order for Buyer to obtain approval. Additionally, any submissions made prior to Closing shall be at Buyer's own cost, risk and expense and Buyer shall not be reimbursed for any costs associated with the preparation and creation of the construction documents.

**(e) 1031 Exchange.** Seller and/or Buyer agree to execute any and all documents necessary to effectuate a 1031 tax deferred exchange on the behalf of Seller and/or Buyer so long as such execution does not result in any expense to the non-participating party.

**(f) Assignment.** Buyer may not assign this Agreement without Seller's written consent.

**(g) Disclaimer of Warranties.** At time of Closing, except for the warranty of title set forth in the deed of conveyance, and as otherwise set forth herein, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property including, without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon, and the existence of any environmental hazards or

condition thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinance or regulations of any governmental or other body. Buyer acknowledges that it will have an opportunity to occupy and inspect the Property and that it will be relying solely on its own investigation of the Property and not any determinations made by or information provided or to be provided by Seller or Seller's representatives. Buyer further acknowledges that its information with respect to the Property will be obtained from a variety of sources, and Seller, a) has not made, and will not make, any independent investigation or verification of such information; and b) does not make any representations as to the accuracy or completeness of any such information, and the sale of the Property as provided for herein is made on an "As Is", "Where Is" basis and "With all Faults", and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect of the Property. The terms and provision of this paragraph shall survive the Closing of the sale and shall not be deemed to merge into the deed and other documents delivered at such Closing.

**(h) Unlawful and Illegal Acts.** Buyer nor Seller shall engage, nor be involved in any manner, in any unethical, discriminatory, or illegal business practices or transactions with any person or entity. Nor shall Buyer engage in business with any country, entity or person that supports terrorism or with which the United States government does not approve conducting business. Without limiting the generality of the foregoing, Buyer and Seller represent and warrant that neither Buyer nor Seller, nor any person or entity who owns a direct interest in Buyer or is an a officer, director, sits on advisory board, and/or serves in any official capacity of Seller, nor any of its subsidiaries, affiliates, directors, officers, agents, or employees is a terrorist, international narcotics trafficker, person engaged in the proliferation of weapons of mass destruction, or person with whom Buyer or Seller may be prohibited from doing business under laws, regulations, or executive orders administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department. If any of the foregoing representations is no longer true at any time prior to the date of Closing, the party hereto shall immediately notify the other.

**(i) Escrow Agent.** The parties agree that the duties of the Escrow Agent are purely administrative in nature and that the Escrow Agent shall not be liable for any error of judgment, fact, or law, or any act done or omitted to be done, except for its own gross negligence or willful misconduct. In the event a dispute arises with respect to the release of the Earnest Money, the Escrow Agent shall retain the Earnest Money until one of the following occur: (i) A written release is executed by Buyer and Seller agreeing to its disbursement; or (ii) Interpleader of legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk.

**(j) Off-Site Storm Water Detention Easement.** The Seller shall grant an off-site easement for storm water detention to serve the Property. Buyer shall be responsible for designing and constructing the storm water detention area in accordance with the City of Midwest City Code and the City Engineer's preferences. The actual size and location of the easement shall be determined upon Seller's receipt of Buyer's civil engineering plans for the Property.

*[SIGNATURE PAGE FOLLOWS]*



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

"SELLER"

MIDWEST CITY UTILITIES AUTHORITY,  
an Oklahoma public trust

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

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

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

"BUYER"

GLOBAL TURBINE SERVICES, INC.

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

Name: JAWAD TAUNIR

Title: President/CEO

RECEIPT FOR DELIVERY OF EARNEST MONEY

The undersigned hereby acknowledges receipt, this \_\_\_\_\_ of \_\_\_\_\_, 2021, from Global Turbine Services, Inc. of the sum of Fifty Thousand Dollars (\$50,000.00), pursuant to paragraph 2.1 of the foregoing Agreement for Purchase and Sale of Real Estate. The undersigned agrees that such funds will be held and applied in strict accordance with the terms, conditions and provisions of said Agreement.

FIRST AMERICAN TITLE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Escrow Agent

**EXHIBIT "A"**

**Legal Description of Overall Property**

LEGAL DESCRIPTION

A tract of land lying in the Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of the NE/4 of said Section 27; Thence S89°42'13"W along the North line of said NE/4 a distance of 1255.12 feet to the POINT OF BEGINNING; Thence S1°18'58"W a distance of 952.42 feet; Thence S44°34'57"W a distance of 62.30 feet; Thence S45°25'03"E a distance of 30.95 feet; Thence S44°34'57"W a distance of 78.00 feet; Thence N45°25'03"W a distance of 108.60 feet; Thence S73°19'50"W a distance of 79.16 feet; Thence along a curve to the Right having a radius of 449.00 feet and a chord bearing of S81°31'02"W and a chord length of 127.87 feet for an arc length of 128.31 feet; Thence S89°42'13"W a distance of 1095.15 feet; Thence along a curve to the Right having a radius of 449.00 feet and a chord bearing of N45°17'47"W and a chord length of 634.96 feet for an arc length of 705.29 feet; Thence N0°17'47"W a distance of 36.68 feet; Thence S89°42'13"W a distance of 254.89 feet; Thence N18°41'30"E a distance of 103.15 feet; Thence N2°13'32"E a distance of 166.63 feet; Thence N39°40'44"W a distance of 87.65 feet; Thence N29°53'42"W a distance of 34.90 feet; Thence N24°01'15"W a distance of 33.05 feet; Thence N33°11'50"W a distance of 85.95 feet; Thence N0°17'47"W a distance of 86.95 feet to a point on the North line of said Section 27; Thence N89°42'13"E along the North line of said Section 27 a distance of 2274.30 feet to the POINT OF BEGINNING. Containing 2,082,644.56 Sq. Ft. or 47.81 Acres, more or less.

The Overall Property comprises portions of the following Real Estate Parcels:

R168553775

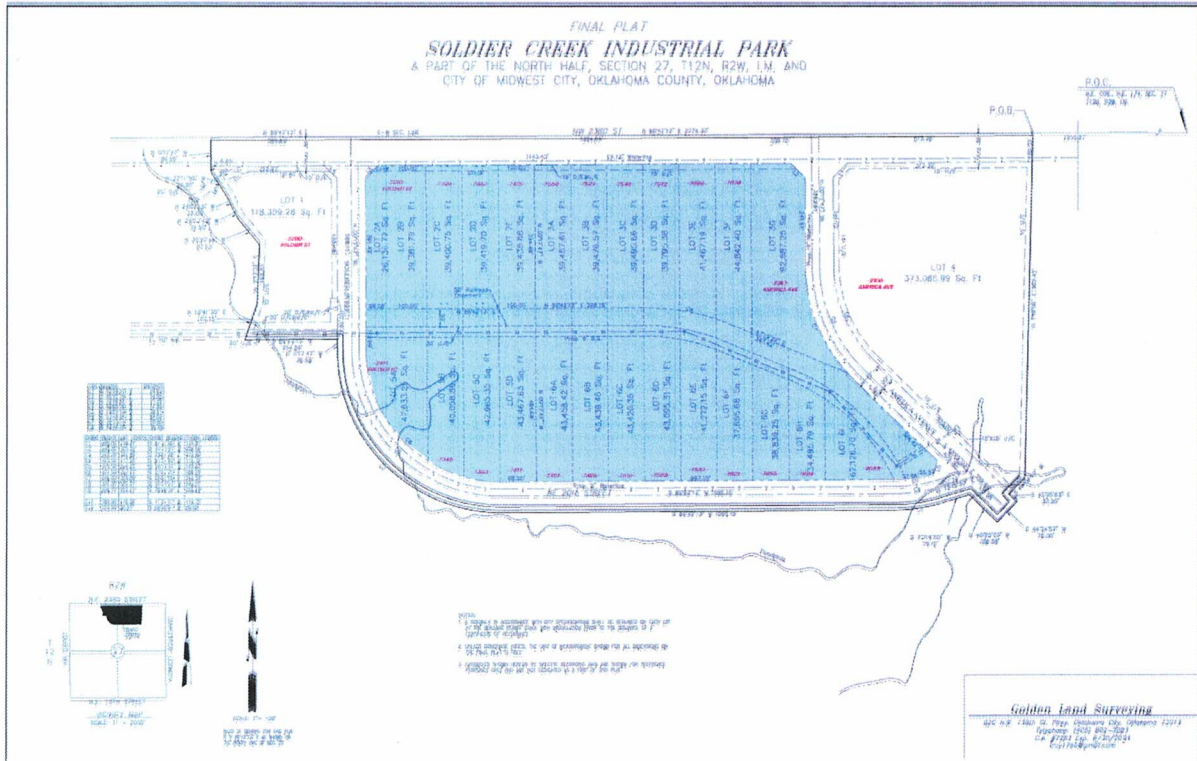
R168553750

R156300480

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# EXHIBIT "B"

## Depiction of Property



Upon the recording of the Plat, the legal description of the Property shall be:

Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H and 6I of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.

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**EXHIBIT "C"**

**Economic Development Incentive Agreement**

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**GLOBAL TURBINE SERVICES PROJECT**

**ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

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**By and Between The**

**MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

**And**

**GLOBAL TURBINE SERVICES, INC.**

**Dated as of August 11, 2021**

# GLOBAL TURBINE SERVICES PROJECT

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GLOBAL TURBINE SERVICES PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of August 1, 2021 (hereinafter, the "Development Assistance Agreement"), is made and entered into by and between the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the "Development Authority"), and Global Turbine Services, Inc., a Florida corporation (hereinafter, the "Company").

WITNESSETH:

WHEREAS, the Company intends to develop, construct, equip and operate an advanced jet engine maintenance and testing center (hereinafter, the "GTS Facilities"), and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix "1" hereto (hereinafter, the "Project Site"), and to operate such facilities to serve governmental, military and corporate customers; and

WHEREAS, the Company expects to create between 30 and 290 new direct jobs at the GTS Facilities, with salaries and benefits equal to or higher than the current average now obtaining within Oklahoma County; and

WHEREAS, the parties wish to set forth the terms under which the Development Authority has agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Development Authority and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

(i) to acquire the Project Site on the terms and conditions set forth in that certain "Agreement for Purchase and Sale of Real Estate Agreement", dated as of July 27, 2021, by and between the Midwest City Utilities Authority and the Company (hereinafter, the "Real Estate Agreement"); and

(ii) to cause the design, construction, installation and equipping of the following described industrial facilities (collectively, the "GTS Facilities"), to-wit:

(a) Building 1 - Building 1 to be a 25,000 square foot building with adequate space to provide maintenance and testing of jet engines (hereinafter, "Phase 1");

(b) Building 2 - Building 2 to be a 150,000 square foot building (hereinafter, "Phase 2");

(c) Building 3 - Building 3 to be a 150,000 square foot building (hereinafter, "Phase 3");

(iii) to operate and manage the GTS Facilities for the period and in the manner set forth herein; and

(iv) to create and maintain the employment of the workforce within or near the City having a minimum of 200 Full-Time Equivalent Jobs for any twelve (12) month period commencing October 1, 2024 and ending January 1, 2030. (For all purposes of this agreement, "Full-Time Equivalent Jobs" shall mean that number of employees employed and working within the GTS Facilities, or facilities located within or near the City and operated by the Company in connection with the GTS Facilities, during a given twelve (12) month period determined by dividing the total number of hours during such period worked by all employees of the Company within such facilities by 2080.

(The undertaking of the foregoing by the Company may be hereinafter referred to as the "Project".)

B. Subject to the terms hereinafter set forth, the Development Authority hereby agrees to provide development assistance and other incentives for the Project as hereinafter set forth.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a corporation duly organized and existing under the laws of the State of Florida. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company. The Company's ability to accomplish the Project with development assistance from the Development Authority has induced the Company to proceed with the Project and the Company hereby covenants to complete the same and continue to maintain and operate the Project until January 1, 2030.

SECTION 2.03 Full Power and Authority. The Company represents that it has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company represents that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing such Company or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in

any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City or any entity thereof, any money or other consideration for obtaining this Development Assistance Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. [Reserved]

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Development Authority. The Development Authority is a duly organized and validly existing public trust under the laws of the State of Oklahoma and as such, is a duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Development Authority. The Development Authority is fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. The Development Authority has duly authorized its Chairman, or in his absence, its Vice-Chairman, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the Development Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services, and the Development Authority agrees to make such additional improvements to the utility services as are described in Section 4.02 hereof.

SECTION 2.12 No Default. The performance by the Development Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement, this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authority or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the Development Authority, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely

affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company and the Development Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein and remain in effect during through January 1, 2030.

### ARTICLE III

#### DEVELOPMENT AND CONSTRUCTION OF THE GTS FACILITIES

##### SECTION 3.01 [Reserved]

SECTION 3.02 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.03 Basic Concept Drawings. Within thirty (30) days following the rezoning of the Project Site (pursuant to the terms of the Real Estate Agreement), the Company shall submit Conceptual Drawings of the GTS Facilities, including Site Plans and Elevations, describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. No substantial changes shall hereafter be made in the Conceptual Drawings unless mutually agreed upon, in writing, by the Company and the Development Authority.

SECTION 3.04 Construction Drawings and Related Documents. On or before the start dates specified in Section 3.08 hereof, the Company shall prepare and submit construction drawings, specifications and related documents for the initial phase of the GTS Facilities (hereinafter, the "Preliminary Construction Plans") to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Preliminary Construction Plans, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Preliminary Construction Plans can receive prompt and speedy consideration by the City. If any material revisions or corrections of Preliminary Construction Plans shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the Development Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.05 Construction of Improvements. The Company agrees that all construction, renovation, improvement, equipping, repair and installation in and to the GTS Facilities shall be done in accordance with the building and safety codes of the City, and the Preliminary Construction Plans and related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.06 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the GTS Facilities, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction



as to such construction, development or work. The Development Authority shall cooperate with and provide all usual assistance to the Company in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.07 Cost of Construction. All costs of the Project shall be borne by the Company, or third-parties under contract to the Company to pay such costs.

SECTION 3.08 Construction Schedule. Not later than thirty (30) days following the rezoning of the Project Site, the Company or its designated agent will provide to the Development Authority a schedule for completion of the GTS Facilities in accordance with the Conceptual Drawings. This schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the Development Authority, which shall not be unreasonably withheld. This schedule shall include the following provisions:

(i) That not later than one hundred twenty (120) days following the rezoning of the Project Site, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of Building 1, with such work in any case being completed on or before the end of the twenty-fourth (24th) month following the issuance of the related Building Permit by the City; and

(ii) That not later than four hundred-eighty (480) days following the rezoning of the Project Site, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of Phase 2, with such work in any case being completed on or before the end of the twenty-fourth (24th) month following the issuance of the related Building Permit by the City; and

(iii) That not later than eight hundred-forty (840) days following the rezoning of the Project Site, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of Phase 3, with such work in any case being completed on or before the end of the twenty-fourth (24th) month following the issuance of the related Building Permit by the City.

If it appears that any of the above-described phases of the GTS Facilities cannot be completed within the period of time set forth in this section, the Company shall promptly report to the Development Authority that one or more of the GTS Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company shall provide an updated schedule regarding the time required for the completion of such GTS Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the Development Authority, which approval shall not be unreasonably withheld.

SECTION 3.09 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the Development Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, such representatives of the Development Authority will check in with the on-site manager. All such representatives of the Development Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not

interfere with the construction activity. The Development Authority agrees to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that the Development Authority shall incur no financial obligations therefor.

SECTION 3.10 Indemnification of the Development Authority. The Company shall defend, indemnify, assume all responsibility for, and hold the Development Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the Development Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, relating to any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the Development Authority from liability.

SECTION 3.11 Liability Insurance.

A. In addition to the indemnification of the Development Authority required in Section 3.10 hereof, the Company shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the GTS Facilities in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company will name the Development Authority as an "Additional Insured" and include endorsements to the effect that the insurer agrees to notify the Development Authority not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the Development Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the Development Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company shall be primary insurance and not contributing with any insurance maintained by the Development Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Development Assistance Agreement.

C. The Company shall also furnish or cause to be furnished to the Development Authority evidence satisfactory to the Development Authority that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.12 Performance Bond. Prior to the commencement of work at the Project Site, the Company shall post with the City such performance bonds or other sureties as may be required by the Code.

SECTION 3.13 Local, State and Federal Laws. The Company shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.14 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.15 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site; provided, however, that nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.16 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; the Company shall not make any total or partial sale, transfer, conveyance, assignment or lease of the GTS Facilities without the prior written consent of the Development Authority, which consent shall not be unreasonably withheld; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the GTS Facilities to such third-parties as it may deem advisable, in its sole discretion; and (c) the transfer of the GTS Facilities to a parent, affiliate, real estate trust or subsidiary of the Company.

SECTION 3.17 Reports By the Company; Sales Tax Collections.

A. The Company shall establish and maintain records and reports for all costs associated with the Project. Such records shall be made available for review or audit at the offices of the Company upon written request by the Development Authority at a reasonable time after such request.

B. In addition to the requirements of paragraph A of this section, the Company shall also establish and maintain a record of all sales taxes collected on construction materials used or to be used within the Project Site. Such records shall include not only sales taxes paid on materials purchased by the Company, its agents and employees, but also on all materials purchased for use within the Project Site by any contractor or subcontractor of the Company or any employee or agent of either. To ensure that all contractors and subcontractor provide the information necessary to accurately account for sales taxes paid in connection with the Project, the Company shall require, as a part of any agreement with a contractor doing work on the Project, that such contractor and each of its subcontractors provide the Development Authority with the following information:

- (i) a listing of construction materials purchased for use within the Project Site;
- (ii) the name and phone number of all vendors providing such material;
- (iii) the date such material was purchased by the contractor or subcontractor; and

(iv) the amount of sales taxes paid on the construction materials.

#### ARTICLE IV

##### LOCAL JOBS CREDITS; OTHER DEVELOPMENT INCENTIVES

###### SECTION 4.01 Local Jobs Credits; Documentation.

A. Beginning with the issuance by the City of a Certificate of Occupancy for any phase of the GTS Facilities, and for so long as the Company is not in default under the terms of this Development Assistance Agreement, the Company shall be entitled to receive an annual reimbursement of certain wages and salaries paid by the Company to its employees during the previous calendar year. (The above-described reimbursements are hereinafter collectively referred to as the "Local Jobs Credits"). Such annual reimbursement shall be equal to the total of:

(i) Three Percent (3.00%) of all wages and salaries paid by the Company to employees who have resided within the corporate boundaries of Midwest City and who have worked within the GTS Facilities for at least one hundred eighty (180) days during the previous calendar year; plus

(ii) Two Point Five Percent (2.5%) of all wages and salaries paid by the Company to employees who have resided within Oklahoma County, but outside of Midwest City and who have worked within the GTS Facilities for at least one hundred eighty (180) days during the previous calendar year;

Provided, however, that the annual reimbursement amount shall be limited to \$250,000 per year, and that the aggregate of all reimbursements hereunder during the term of this Development Assistance Agreement shall never exceed \$1,000,000. Such reimbursements shall be due and payable by the Development Authority no later than July 1st of the following year.

B. The Local Jobs Credits shall be determined based upon information provided by the Company to the Oklahoma Employment Security Commission, with copies of such information being submitted to the Development Authority not later than January 31st for the previous calendar year. The Company shall also provide to the Development Authority such additional information as the Development Authority may reasonably request in order to properly calculate the amount of the annual reimbursement.

SECTION 4.02 Additional Public Improvements. To further induce the Company into undertaking the Project, the Development Authority agrees to install, or to cause the installation of the following:

(i) an EMBARK bus stop on or near the Project Site to provide convenient transportation to and from the GTS Facilities for employees of the Company; and

(ii) to provide an off-site easement for storm water detention; and

(iii) an extension and/or improvement of existing utilities including electricity, natural gas distribution, sanitary sewer, storm sewer, telecommunications and water distribution;

(iv) sidewalk and trail improvements, which extend the City trail system to the GTS Facilities;

(v) street improvements including widening, striping, signage, etc., along U.S Highway 62;

(vi) landscaping and other improvements within public rights-of-ways or in easements; and

(vii) traffic signalization for the intersection of U.S Highway 62 at America Avenue (if allowed by the Oklahoma Department of Transportation).

SECTION 4.03 Reimbursement for Company Expenditures. In addition to all other incentives contained in this agreement, the Development Authority further agrees to reimburse the Company for certain expenditures made by the Company, as follows:

(i) Reimbursement for the cost of land dedicated to storm water detention as determined by the multiplying the square footage of the area covered by storm water detention facilities multiplied by the average price per square foot of the land being acquired by the Company pursuant to the Real Estate Agreement; and

(ii) Reimbursements for the cost of improvements to landscaping, building design, building construction or other elements the City deems necessary to provide noise attenuation or other protection from properties adjacent to the GTS Facilities, plus the additional interest incurred as result of financing said improvements.

## ARTICLE V

### USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. The Company covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Development Authority, its successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement.

SECTION 5.02 Maintenance Covenants. The Company, and all successors and assigns in interest to the Company, shall be obligated to maintain the GTS Facilities, and all improvements and landscaping situated on the Project Site, in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

SECTION 5.03 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The Development Authority is deemed the beneficiary of the terms and provisions of this Development Assistance Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement and the covenants running with the land have been provided. This Development Assistance Agreement shall run in favor of the Development Authority, without regard to whether the Development Authority has been, remains or is an owner of any land or interest therein in the Project Site. The Development Authority shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to

which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company and the Development Authority.

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;
- (ii) Material variance from the approved Preliminary Construction Plans without prior written consent of the Development Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Preliminary Construction Plans;
- (iii) Default by the Company or the Development Authority in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the Development Authority in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;
- (iv) Any representation, statement, certificate, schedule or report made or furnished by the Development Authority to the Company or made or furnished by the Company to the Development Authority with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the defaulting party fails to take or cause to be taken corrective measures satisfactory to the other party within thirty (30) days after written notice by the Authority;
- (v) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days; or
- (vi) The failure by the Company to maintain an average of Two Hundred (200) Full Time Equivalent Jobs for any twelve (12) month period commencing June 1, 2024 and continuing during any period for which this Development Assistance Agreement is outstanding;

#### SECTION 6.02 Notice of Default; Remedies.

A. Each party hereto shall provide the defaulting party with notice and thirty (30) days opportunity to cure any Event of Default described in Section 7.01(i) through (v). The Development Authority will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 7.01(vi).

B. Upon the failure of either party to cure any Event of Default to the other party's satisfaction within the applicable period of time described in Section 7.01(A), the non-defaulting party may, at its option, proceed simultaneously or selectively and successively to enforce its rights under this Development

Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event that either party shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Development Assistance Agreement may also be extended in writing by the mutual agreement of the Development Authority and the Company.

SECTION 6.05 Non-liability of Officials, Employees and Agents of the Development Authority. No official, employee or agent of the Development Authority shall be personally liable to the Company, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the Development Authority.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.01 Development Authority's Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the Development Authority to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than as set forth in this Development Assistance Agreement.

SECTION 7.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by certified mail, postage prepaid, return receipt requested or a delivery service requiring a signature upon delivery and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received on the date signed for by the recipient:

If to the Company:

Global Turbine Services, Inc.  
9374 NW 102<sup>nd</sup> ST  
Medley, FL 33178  
Att: President

If to the Development Authority:

Midwest City Economic Development Authority  
Midwest City City Hall  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Attn: Chairman

SECTION 7.03 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company and the Development Authority.

SECTION 7.04 Non-Waiver; Cumulative Remedies. No failure on the part of the Development Authority to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 7.05 Assignment. This Development Assistance Agreement shall not be assignable by the Company without the prior written consent of the Development Authority. The rights and benefits under this Development Assistance Agreement may be assigned by the Development Authority.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the Development Authority as a joint venturer with the Company or to constitute a partnership among the parties. The parties further agree that all proceedings arising in connection with this Development Financing Assistance Agreement shall be filed and tried only in the Oklahoma or United States courts located in Oklahoma County, Oklahoma.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Property Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations, written or oral, between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Attorneys Fees. In the event of suit by either party to enforce this Agreement, the prevailing party shall be entitled to such court costs and attorney's fees as the court deems reasonable.

SECTION 7.12 Counterparts. This Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the Development Authority shall be held personally liable therefore.



IN WITNESS WHEREOF, the Development Authority and the Company have caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

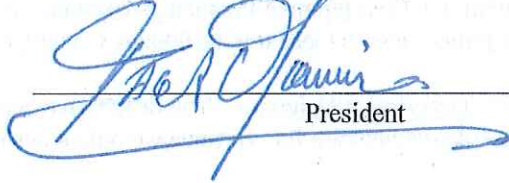
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Chairman

(SEAL)  
ATTEST:

\_\_\_\_\_  
Secretary

GLOBAL TURBINE SERVICES, INC.

  
\_\_\_\_\_  
President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF OKLAHOMA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Chairman of the Midwest City Economic Development Authority, a public trust, on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public

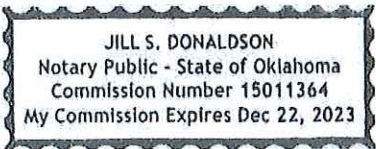
(SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF OKLAHOMA        )

BEFORE ME, a notary public in and for said City and state, on this 11 day of August, 2021, personally appeared Jack Tannier, to me known to be the identical person who subscribed the name of Global Turbine Services, Inc. to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



Jill S Donaldson  
Notary Public

(SEAL)

My Commission expires 12.22.23

APPENDIX "1"

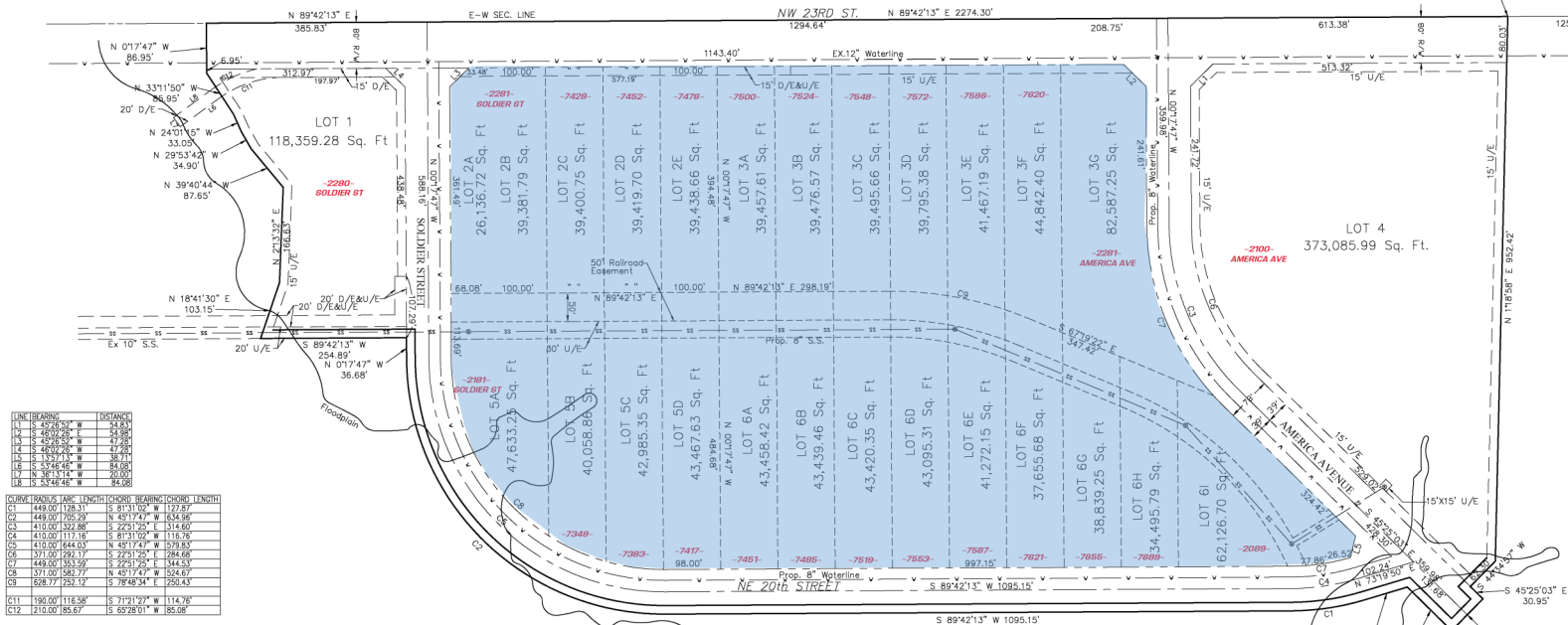
LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township Twelve (12) North, Range Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H and 6I of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.

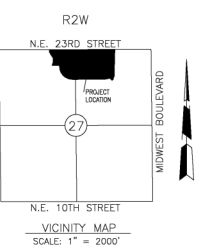
FINAL PLAT  
**SOLDIER CREEK INDUSTRIAL PARK**  
 A PART OF THE NORTH HALF, SECTION 27, T12N, R2W, I.M. AND  
 CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

P.O.C.  
 N.E. COR., N.E. 1/4, SEC. 27  
 T12N, R2W, I.M.



LINK BEARING	DISTANCE
C1	448.00
C2	448.00
C3	410.00
C4	410.00
C5	410.00
C6	371.00
C7	448.00
C8	371.00
C9	528.77
C10	190.00
C11	190.00
C12	270.00

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	81.31	172.87	S 81°31'02" W	172.87
C2	451.73	634.96	N 45°17'43" W	634.96
C3	2251.25	314.60	S 22°51'25" E	314.60
C4	81.31	116.78	N 81°31'02" W	116.78
C5	451.73	579.83	N 45°17'43" W	579.83
C6	2251.25	284.66	S 22°51'25" E	284.66
C7	81.31	344.53	N 81°31'02" W	344.53
C8	451.73	524.43	N 45°17'43" W	524.43
C9	784.84	1201.03	S 78°48'34" W	1201.03
C10	779.71	114.76	S 77°57'17" W	114.76
C11	632.01	85.02	S 63°28'01" W	85.02



BASES OF BEARING FOR THIS PLAT IS N 89°42'13" E AS SHOWN ON THE NORTH LINE OF SEC. 27

- NOTES:
1. A SIDEWALK IN ACCORDANCE WITH CITY SPECIFICATIONS SHALL BE REQUIRED ON EACH LOT AT THE BUILDING PERMIT STAGE WITH INSTALLATION PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
  2. UNLESS OTHERWISE NOTED, THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
  3. EASEMENTS SHOWN HEREIN BY SPECIFIC RECORDING DATA ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED AS A PART OF THIS PLAT.

**Golden Land Surveying**

920 N.W. 139th St. Pkwy, Oklahoma City, Oklahoma 73013  
 Telephone: (405) 802-7883  
 C.A. #7263 Exp. 6/30/2021  
 troy1745@gmail.com



PUBLIC DISCUSSION

