



CITY OF MIDWEST CITY SPECIAL MEETINGS FOR MAY 16, 2023

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

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

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

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

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

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

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



SPECIAL CITY OF MIDWEST CITY COUNCIL AGENDA

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

May 16, 2023 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Megan Bain

Ward 4 Sean Reed

Ward 5 Sara Bana

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

 Invocation by Assistant City Manager Vaughn Sullivan

 Pledge of Allegiance by Carl Albert High School ROTC Cadets

 Mayoral Proclamations:

Jim Garrels with Fiduciary Capital Advisors, Inc.


Police Retirees: Captain Darrel Miller and Sergeant Lonnie Bray

Police Appreciation Week

National Public Works Week

Mental Health Awareness Month

National Gun Violence Awareness Day

 Community-related announcements and comments

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

1. Discussion, consideration and possible action of approving the April 25, 2023 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: 2018 Election GO Bond Fund, expenditures/29th Street (92) \$40,000. Fleet Fund, expenditures/Fleet Maintenance (25) \$39,821. Grants Fund, revenue/Intergovernmental (21) \$695; expenditures/Transfers Out (21) \$695. Emergency Operations Fund, revenue/Transfers In (00) \$695. (Finance Director - T. Cromar)
3. Discussion, consideration, and possible action regarding the health premiums for the fiscal year 2023-2024 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan. (Human Resources - T. Bradley)

4. Discussion, consideration, and possible action regarding entering into a contract for a Stop Loss Policy with Sun Life Assurance Company of Canada to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2023-2024 at the rate of \$4.43 per employee per month for an annual attachment point of \$9,946,621 and \$125.42 per employee per month for a specific attachment point of \$150,000 per covered person. (Human Resources - T. Bradley)
5. Discussion, consideration, and possible action regarding the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2023-2024 for a net cost of \$63.34 per employee per month. (Human Resources - T. Bradley)
6. Discussion, consideration, and possible action of approving; 1) the proposed 2023 Action Plan, a part of the 2020-2024 Consolidated Plan and Strategy, for the use of 2023 Community Development Block Grant (CDBG) funds; 2) authorization of the Mayor to submit the approved and/ or modified certifications to the U.S. Department of Housing and Urban Development; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program. (Grants Management - T. Craft)
7. Discussion, consideration, and possible action to approve a Second Amendment to the Agreement with Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma, agreement assigned to Direct TV to June 30, 2028 with an additional four 5-year periods. (City Attorney - D. Maisch)
8. Discussion, consideration, and possible action of the acceptance of maintenance bonds from FT Construction Company, Inc. in the amount of \$1,957.86 respectively. (Engineering & Construction Services - P. Menefee)
9. Discussion, consideration, and possible action of approving Change Order #02 with the Oklahoma Department of Transportation for TAP-255D(510)AG, State Job Number 33269(04), Rail with Trail for \$45,669.00. (Engineering & Construction Services - B. Bundy)
10. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230117 from the State Department of Environmental Quality for the Parkway mobile home park expansion at 10301 S.E. 29th Street, Midwest City, Oklahoma. (Engineering & Construction Services - P. Menefee)
11. Discussion, consideration, and possible action of a correction of an error in the zoning redistrict of Ordinance No. 3463 approved by the City Council October 26, 2021. (Community Development - E. Richey)
12. Discussion, consideration, and possible action of appointing Aaron Bud to the Urban Renewal Authority for a three-year term ending July 31, 2026. (City Manager - T. Lyon)

13. Discussion and consideration, and possible action of, of reappointing Shawn Sisson to a three year term for the City of Midwest City Plumbing, Gas, and Mechanical Board ending May 26, 2026. (Engineering & Construction Services - B. Bundy)

D. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 40, Taxation; Article II, Sales Tax; Section 40-44, Limited-Purpose Tax; Sales Subject to tax; fifty-five hundredths (0.55) of one (1) percent ; providing for repealer and severability. (City Manager - Tim Lyon)
2. Discussion, consideration, and possible action of passing and approving a resolution of the City of Midwest City, Oklahoma, authorizing the calling and holding of a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, September 12, 2023 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, the question for their approval or rejection of approving Ordinance No. ____ relating to the excise tax. (City Manager - Tim Lyon)
3. Discussion, consideration and possible action of issuing a proclamation calling for a special election in the City of Midwest, City, County of Oklahoma, State of Oklahoma, on Tuesday, September 12, 2023 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. _____ relating to the levy of an excise tax. (City Manager - Tim Lyon)
4. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-230, Capital improvement charges; providing for a repealer, severability and declaring an emergency. (City Attorney – D. Maisch)
5. (PC-2141) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development (“PUD”), [now a Simplified-Planned Unit Development (SPUD) after passage of the Scrivener's Error Agenda Item), governed by R-6, Single-Family Detached Residential District (“R-6”) and Restricted Commercial District (“C-1”) to C-1; and consideration of a resolution to amend the Comprehensive Plan from Commercial (“COM”) and Single-Family Detached Residential (“SFD”) to COM for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, OK, more particularly described as follows, to wit: Beginning at a point 632.02 feet East of the Southwest Corner of said SW/4; Thence, North 200 feet; Thence, East 100 feet; Thence South 200 feet; Thence, West 100 feet to the point of beginning, also known as 9035 E Reno AV. (Community Development - E. Richey)



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

April 25, 2023

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

Mayor Matt Dukes called the meeting to order at 6:03 PM with following members present:

	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Sara Bana	City Clerk Sara Hancock
	Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Councilmembers Eads and Bain.

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Carl Albert High School ROTC Cadets Bigger and Roden. Mayor Dukes presented the Mayoral Certificates and Automated Building Systems (ABS) Prize Money to the Mid-Del 5th Grade Arbor Day Poster Winners: Lillian Teel, Kaitlyn Hunnicutt, and Sophia Rodriquez. The Mayoral Proclamations were presented for Retiree Fleet Services' Eva Deen, Firefighter Appreciation Day, Compost Awareness Week and Maury Hardy. City Manager Tim Lyon made community-related announcements and comments.

*Reed left at 6:07 PM and returned at 6:08 PM

**Reed and Bana left at 6:16 PM and returned at 6:16 PM

CONSENT AGENDA. Bana made a motion to approve the consent agenda with exception to pull Items 3 and 4, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

1. Discussion, consideration and possible action of approving the March 28, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: Animals Best Friend Fund, revenue/Miscellaneous (00) \$20,075; expenditures/Animal Welfare (10) \$12,000. Police Federal Projects Fund, expenditures/Transfers Out (62) \$23. Police Fund, revenue/Transfers In (00) \$23. General Fund Capital Outlay Reserve Fund, expenditures/Transfers Out (14) \$996. General Gov't Sales Tax Fund, revenue/Transfers In (00) \$996. Street & Alley Fund, expenditures/Street (09) \$100,000. General Gov't Sales Tax Fund, expenditures/General Gov't (14) \$50,000. Decrease: Reimbursed Projects Fund, expenditures/Grants Management (39) \$470,664; expenditures/Economic (87) \$35,772.
5. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230140 from the State Department of Environmental Quality for the Glenhaven subdivision, Midwest City, Oklahoma.
6. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055230141 from the State Department of Environmental Quality for the Glenhaven subdivision, Midwest City, Oklahoma.
7. Discussion, consideration, and possible action of the acceptance of maintenance bonds from FT Construction Company, Inc. in the amount of \$4,568.91 and \$7,997.79 respectively.
8. Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

9. Discussion, consideration, and possible action of declaring two microwaves, eight round tables, three rectangle tables, one paper towel dispenser, two hand soap dispensers, seven hand soaps, and four mop buckets, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

3. Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2022-2023 audit of Midwest City's financial statements for the audit fee of \$57,700.

Cromar addressed Council. After Staff and Council discussion, Bana made a motion to approve, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

4. Discussion, consideration, and possible action of voting for 1) Incumbent, Tim Lyon City Manager of Midwest City, and 2) Incumbent, Pam Polk City Manager of City of Collinsville to serve on the Oklahoma Municipal Assurance Group Board as the official vote of the City of Midwest City.

Bana addressed Council. After discussion, Reed made a motion to approve voting, seconded by Byrne. Voting aye: Byrne, Reed, Favors, and Dukes. Nay: None. Abstain: Bana. Absent: Eads and Bain. Motion Carried.

DISCUSSION ITEMS.

1. Public Hearing discussion, consideration, and possible action on a Resolution approving the Heritage Park Mall Area Urban Renewal Plan.

City Attorney Maish addressed the Council and read a letter from David Bulman of 808 Fairlane Dr. Emily Pomeroy presented information. The following people addressed the Council: Ted Nugent of 2412 Douglas Blvd, Sherri Bruce of 1817 Rhythm Rd, Sue Bruce of 9713 Rail Rd, Glenn Goldschlager of 1409 Evergreen Cr., Thomas Galbraith of 913 Lotus Ave, Ahmad Bahreine of 6777 E Reno Ave, Tina Clarke of 732 Glenmanor Dr., Frank Wade 3200 Glenvalley Dr, Toni Hendrick of 3208 N Glenvalley Dr., and Ryan Rushing of 629 Moraine Ave. Staff and Council had discussion on the issue.

Reed made motion to approve Resolution 2023-09, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

2. (PC-2138) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from R-6, Single-Family Detached Residential District to SPUD, Simplified Planned Unit Development governed by O-1, Restricted Office District and a resolution to amend the Comprehensive Plan from LDR, Low-Density Residential to OR, Office/Retail for the property described as the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Lot 009, Block 001, also addressed as 401 N. Douglas Blvd., Midwest City, OK 73130.

Richey and Kaitlyn Turner applicant's representative addressed the Council. After discussion, Bana made a motion to approve Ordinance 3512 and Resolution 2023-08, seconded by Reed. Voting aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

Proceeded back to Item 1 to hear from Jim Dolezel of 9724 Southern Oaks Dr.

3. (PC-2139) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from PUD, Planned Unit Development to Amended PUD, Planned Unit Development governed by C-4, General Commercial District and I-2, Moderate Industrial District for the property described as ± 11.73 acres located in the North Half (N/2) of Section Twenty-Seven (27), Township Twelve (12) North, Range

Two (2) West of the Indian Meridian, more accurately described as Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, and 3G of Soldier Creek Industrial Park also addressed as 7500 NE 23rd St., Midwest City, OK 73141.

Richey addressed the council. Favors made a motion to approve Ordinance 3513, seconded by Reed. Voting aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

4. (PC-2140) Discussion, consideration, and possible action of an ordinance to redistrict from R-6, Single-Family Detached Residential District to R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low-Density Residential to MDR, Medium Density Residential for the property described as the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, also addressed as 8610 – 8620 (13) 8700 E. Main St., Midwest City, OK 73130.

Richey and Kaitlyn Turner applicant's representative addressed the council. After discussion, Reed made a motion to approve the ordinance and resolution, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION. Russell Reed of 551 E Harmon Dr addressed the council.

ADJOURNMENT. There was no further business, Mayor Dukes adjourned the meeting at 7:17 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: May 16, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: 2018 Election GO Bond Fund, expenditures/29th Street (92) \$40,000. Fleet Fund, expenditures/Fleet Maintenance (25) \$39,821. Grants Fund, revenue/Intergovernmental (21) \$695; expenditures/Transfers Out (21) \$695. Emergency Operations Fund, revenue/Transfers In (00) \$695.

The first supplement is needed to increase budget for Town Center Park Phase 3 Project to include a security camera system. The second supplement is needed to purchase a pickup truck for Fleet Department. The third and fourth supplements are needed to budget receipt of Fiscal Year 2022 C.T.A.R. EMPG-Sub Grant from Oklahoma Department of Emergency Management into Grants Fund and transfer of grant proceeds from Grants Fund to Emergency Operations Fund to reimburse for training expenses.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

May 16, 2023

Fund 2018 ELECTION GO BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		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			40,000	
		<u>0</u>	<u>0</u>	<u>40,000</u>	<u>0</u>
Explanation: To increase budget for Town Center Park Phase 3 Project to include security camera system. Funding to come from fund balance.					

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		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 Maintenance			39,821	
		<u>0</u>	<u>0</u>	<u>39,821</u>	<u>0</u>
Explanation: To budget purchase of pickup truck for Fleet Department. Funding to come from fund balance.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	695			
21	Transfers Out			695	
		<u>695</u>	<u>0</u>	<u>695</u>	<u>0</u>
Explanation: To budget receipt of FY22 CTAR EMPG Sub Grant from Oklahoma Dept of Emergency Management and transfer out to Emergency Operations Fund to reimburse training expenses paid for by grant.					

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	695			
		<u>695</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To budget transfer in of proceeds of FY22 CTAR EMPG Sub Grant from Grants Fund to reimburse training expenses.					



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 16, 2023

RE: Discussion, consideration, and possible action regarding the health premiums for the fiscal year 2023-2024 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations for the Health Plan.

The Employee Life and Health Fund has somewhat stabilized during the current plan year, and next year's costs are projected to be similar to this year. The Life and Health Committee met on May 3, 2023, to review the L&H budget and to review the recommended premiums for the 2023-2024 Plan year.

The employee committee is making the following recommendations for the Plan year 2023-24:

- The monthly total premiums per tier will have a 4.5% increase (less than last year's 7% increase). The dollar increase for each tier will be split 50/50 for all eligible active employees as shown on the premium rate sheet that is attached to this agenda item. The retiree split for each tier continues to be 60/40 on the total monthly premium as shown on the same premium rate sheet.
- Dental premiums remain the same.
- Life insurance rates increased from \$0.29 per thousand to \$0.389 per thousand (a 34% increase that we were able to negotiate down to from an initially much larger increase). We have a 2-year rate guarantee.

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

This proposed health premiums increase was approved by a unanimous 5-0 vote of the Life and Health Committee. The life insurance rates are contractual.

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

Troy Bradley, Human Resources Director

MIDWEST CITY EMPLOYEE HELTH AND DENTAL PREMIUMS - BCBS PREFERRED NETWORK

Effective July 1, 2023

ACTIVE EMPLOYEES

Tier	2023/2024 EE MONTHLY PREMIUM	2023/2024 EE BI-WEEKLY PREMIUM OVER 24 PAY PERIODS	2023/2024 CITY MONTHLY PREMIUM	2023/2024 CITY BI-WEEKLY PREMIUM OVER 24 PAY PERIODS	2023/2024 TOTAL MONTHLY PREMIUM	2023/2024 TOTAL MONTHLY DENTAL PREMIUMS CITY PAID	2023/2024 BI-WEEKLY PREMIUM CITY PAID OVER 24 PP
EE ONLY	190.40	95.20	494.28	247.14	684.68	31.80	15.90
EE & SP	599.62	299.81	958.40	479.20	1,558.02	63.62	31.81
EE & CH	483.98	241.99	645.48	322.74	1,129.46	73.16	36.58
EE & FAM	713.52	356.76	1,274.06	637.03	1,987.58	111.56	55.78

PRE-65 RETIREES

Tier	2023/2024 RETIREE MONTHLY MEDICAL PREMIUM	2023/2024 CITY MONTHLY MEDICAL PREMIUM	2023/2024 TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	2023/2024 RETIREE TOTAL MONTHLY PREMIUM
RE ONLY	410.81	273.87	684.68	31.80	3.89	446.50
RE & SP	934.81	623.21	1,558.02	63.62	3.89	1002.32
RE & CH	677.68	451.78	1,129.46	73.16	3.89	754.73
RE & FAM	1,192.55	795.03	1,987.58	111.56	3.89	1308.00

POST-65 RETIREES

Tier	2023/2024 RETIREE MONTHLY MEDICAL PREMIUM	2023/2024 CITY MONTHLY MEDICAL PREMIUM	2023/2024 TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	2023/2024 RETIREE TOTAL MONTHLY PREMIUM
RE ONLY	288.19	192.12	480.31	31.80	3.89	323.88
RE & SP	655.75	437.17	1092.92	63.62	3.89	723.26

*****NOTE*****

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

COBRA RATES:

MEDICAL: BLUE PREFERRED

TIER	2023/2024 CITY TOTAL MONTHLY PREMIUM	2023/2024 MONTHLY COBRA MEDICAL PREMIUM	2023/2024 CITY TOTAL MONTHLY DENTAL PREMIUM	2023/2024 MONTHLY COBRA DENTAL PREMIUM
EE ONLY	684.68	698.37	31.80	32.44
EE & SP	1,558.02	1,589.18	63.62	64.89
EE & CH	1,129.46	1,152.05	73.16	74.62
EE & FAM	1,987.58	2,027.33	111.56	113.79



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 16, 2023

RE: Discussion, consideration, and possible action regarding entering into a contract for a Stop Loss Policy with Sun Life Assurance Company of Canada to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2023-2024 at the rate of \$4.43 per employee per month for an annual attachment point of \$9,946,621 and \$125.42 per employee per month for a specific attachment point of \$150,000 per covered person.

Attached is a copy of an agreement with Sun Life Assurance Company of Canada to provide and administer stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2023-2024. The City of Midwest City Life and Health Committee unanimously recommends changing stop loss carriers from HCSC/BCBS to Sun Life. This does not affect the health insurance plan—we will keep BCBSOK Preferred Network and TPA—only the stop loss or reinsurance for the plan would change.

On behalf of the City, INSURICA sought bids for a few components of the health plan. The City received a very competitive bid for a stop loss policy from Sun Life with the same factors that we have had at an overall lower cost. Changing from HCSC/BCBS stop loss also opens up many other opportunities to evaluate further strategies and options to save additional costs in the future and pursue a wider variety of benefit considerations.

Sun Life's stop loss policy has the same factors for the aggregate attachment point (125% of expected claims) and the specific benefit (\$150,000 deductible per member). This proposed new policy has the same benefits and coverage as the current HCSC/BCBS policy has, but at a lower cost.

The rates in this agreement reflect an increase in fees over last year of \$1.32 PEPM for the aggregate attachment point (an increase of \$1.15 PEPM over HCSC/BCBS's proposed renewal). There is a decrease of \$5.22 PEPM for the specific attachment point year-over-year (a decrease of \$18.18 PEPM under HCSC/BCBS's proposed renewal). It needs to be noted that there is also a \$2.00 PEPM fee that BCBS will charge as our TPA to carve out the stop loss policy.

Even though the aggregate stop loss premium has a relatively large percentage increase and BCBS will charge an additional carve-out fee, the overall savings realized through the lower



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

specific stop loss premiums is still \$15.03 PEPM compared to renewal with HCSC/BCBS. At our current census, this savings is over \$105,000 to the plan and the plan members.

An additional benefit of switching stop loss carriers is the added flexible to consider future options and avenues that may address further cost savings and benefits enhancements for the plan. HCSC/BCBS stop loss provides good coverage for the plan, but is rigid and generally unwilling when it comes to wanting to work with other organizations and explore new strategies and savings opportunities. Sun Life is much more flexible and open to new options that we can look into for future plan years.

Finally, changing stop loss carriers will cause no disruption to the plan members. It will all be on the administrative side and will not be too intensive of a change. In fact, it is expected to provide some more clarity and transparency for the plan administration.

Staff recommends approval.

Troy Bradley, Human Resources Director

1 Plan sponsor information

Full legal name of plan sponsor City of Midwest City	Policy number (office use only)	
Address 100 N Midwest Blvd	Policy effective date (mm/dd/yyyy) 07/01/2023	
City Midwest City	State OK	Zip code 73110

2 Subsidiaries, affiliates, divisions, and locations

Please list all subsidiaries, affiliates, divisions, and locations to be covered under the Stop-Loss policy.

1.
2.
3.
4.
5.
6.
7.
8.

3 Requested coverage

Please select the coverage(s) being applied for.

Specific Benefit

Specific Benefit Deductible \$150,000	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Family
Aggregating Specific Deductible (if applicable) \$0	
Specific Benefit annual maximum eligible expenses per Covered Person \$	OR <input checked="" type="checkbox"/> No maximum
Specific Benefit lifetime maximum eligible expenses per Covered Person \$	OR <input checked="" type="checkbox"/> No maximum

Aggregate Benefit

Aggregate Benefit maximum \$1,000,000	Aggregate Benefit maximum eligible expenses per Covered Person* \$150,000
--	--

* The individual or family option elected under the Specific Benefit will also apply to the Aggregate Benefit.

4 Proposed benefits: rates, covered lives, and aggregate deductible factors

Specific Benefit enrollment:	Rate	Lives
Composite	\$125.42	513

Total: 513

Specific Covered Benefits: Check all that apply.

Medical Prescription Drug Plan

Rx Carve Out Claim Servicing:

Elect Decline

Rx Carve Out Claim Servicing with FTP:

Elect Decline

Aggregate Benefit enrollment:

	Medical	Prescription drug	Dental	STD	Vision	Other
Composite	513	513				
Total	513	513				

Aggregate Deductible Factors (ADFs):

	Medical	Prescription drug	Dental	STD	Vision	Other
Composite	\$814.59	\$597.48	\$0.00	\$0.00	\$0.00	

Monthly Aggregate Accommodation (MAA)

Aggregate Benefit Premium Rates:

Monthly rate: \$4.43 Annual rate: \$ Other: _____ rate: \$

5 Claims basis

Contract basis		Specific Benefit	Aggregate Benefit
12/12	Incurred and paid	<input type="checkbox"/>	<input type="checkbox"/>
15/12	3 month run-in	<input type="checkbox"/>	<input type="checkbox"/>
18/12	6 month run-in	<input type="checkbox"/>	<input type="checkbox"/>
24/12	12 month run-in	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12/15	3 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
12/18	6 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
12/24	12 month run-out	<input type="checkbox"/>	<input type="checkbox"/>
Incurred		<input type="checkbox"/>	N/A
Paid		N/A	<input type="checkbox"/>
Other:		<input type="checkbox"/>	<input type="checkbox"/>
Terminal Liability Option:		<input type="checkbox"/>	<input type="checkbox"/>

3 months Other:

6 For employers that are providers of medical services (e.g. hospitals, clinics, etc.)

The Related Provider Reimbursement Percentage applied to Eligible Claims Expenses for Related Provider Services will be N/A % for the Specific Benefit and N/A % for the Aggregate Benefit.

7 Retiree information

- 1. Specific Benefit: Is retiree coverage included? Yes No
- 2. Aggregate Benefit: Is retiree coverage included? Yes No

8 Additional benefits (Must be approved by underwriting)

The following benefits are available to enhance your Stop-Loss coverage.

- | | | |
|--|--|--|
| Clinical Trials Benefit Provision | No New Special Conditions Rider at Renewal | Experience Rated Refund |
| <input type="checkbox"/> Elect <input checked="" type="checkbox"/> Decline | <input type="checkbox"/> Elect <input checked="" type="checkbox"/> Decline | <input type="checkbox"/> Elect <input checked="" type="checkbox"/> Decline |

9 Fraud warnings

Please read the fraud warning below before signing this form. Where noted, state law requires that we notify you of the following:

General fraud warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

AR, LA, and WV: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FL: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KS: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.

KY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MD: Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

9 Fraud warnings, continued

ME: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OR: Any person who, with intent to defraud or knowingly providing false information may be guilty of fraud and may be subject to civil or criminal penalties.

PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

RI: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

TN: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VA: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

10 Certification and signature

Please return this form and all additional required documentation to Sun Life Assurance Company of Canada.

This application does not bind coverage. The applicant agrees to provide Sun Life Assurance Company of Canada with a current census of all plan participants, a disclosure of all special risks on the Special Risk Questionnaire and a complete Plan document prior to the effective date specified in section 1. Upon approval of this application, Sun Life Assurance Company of Canada will issue a Stop-Loss insurance policy with insurance coverage to become effective on the effective date. This application will be attached to and made a part of the Stop-Loss policy.

The policy will be void if the applicant has concealed or misrepresented any material fact or circumstance concerning the subject of this application.

I have read or had read to me the fraud warning for my state.

Name of authorized representative of plan sponsor	Title	
Signature of authorized representative X	Today's date	
Signature of agent/broker X		
Print name of agent/broker		
Florida agent/broker license ID number	Amount paid with this application	
Countersigned by licensed resident agent (when required by law) X	\$	

Contact us



By mail

Sun Life Assurance Company of Canada
P.O. Box 9106
Wellesley Hills, MA 02481



By fax

781-304-5383



www.sunlife.com/us



Customer Service **800-247-6875** M–F 8:00 a.m. – 8:00 p.m., ET

Sun Life Assurance Company of Canada

Authorization to Release Payment to Third Party



1 Policyholder Information

Return this completed form to your Sun Life Financial Group Representative.

Name of Stop-Loss Policyholder City of Midwest City		Policy number	
Name of person authorized to sign this agreement	Title	Phone number	

The above named Policyholder hereby authorizes and directs Sun Life Assurance Company of Canada to send all payments due it under the Stop-Loss Policy to the party specified below in Section 2.

2 Third Party Information

Name of Party to receive payment (i.e. TPA name) Stealth Partner Group		
Contact person Jacki DeWeese	Title Director of Claims	Phone number 480.397.5823
Street Address 18700 N Hayden Rd, Ste 405		
City Scottsdale	State AZ	Zip Code 85255

3 Signature

Internal Use:
Route to:
Mgr., Stop-Loss
Claims, SC 3219

This Authorization shall remain in force until it is expressly revoked by written notice to Sun Life Assurance Company of Canada at its United States headquarters office in Wellesley Hills, Massachusetts.

The Policyholder recognizes and agrees that payment made by Sun Life Assurance Company of Canada pursuant to this Authorization prior to receipt of notice of its revocation shall fully discharge Sun Life Assurance Company of Canada's obligation to the Policyholder with respect to such payment.

Signature X	Date signed
----------------	-------------



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: May 16, 2023

RE: Discussion, consideration, and possible action regarding the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2023-2024 for a net cost of \$63.34 per employee per month.

Attached is a copy of the agreement with Health Care Service Corporation, of which Blue Cross/Blue Shield of Oklahoma is a division, to provide administrative services for the Employee Health Benefits Plan for FY 2023-2024. The rates in this agreement reflect a small increase of 1.56% in administrative fees compared to last year, plus a \$2.00 PEPM fee to carve out stop loss coverage.

Staff recommends approval.

Troy Bradley, Human Resources Director

Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as "Claim Administrator" or "BCBSOK"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 621602

Group Number(s): 621602

Section Number(s): 2001-2009, 2014-2016, 2018, 2020, 2025, 2026, 2029, 2030, 2035, 2036, 2041-2043, 2047, 2048, 2050, 2055, 2061, 2062, 2064, 2072, 2074, 3001-3004, 9901

Legal Employer Name: City of Midwest City

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan*: Yes No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? Yes

If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Select from Drop Down ; if applicable, specify other:

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes

If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year)

07 / 01 / 2023

Anniversary Date: (Month/Day/Year)

07 / 01 / 2024

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? Yes No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

Account Information

NO CHANGES SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 73-6027530

Address: 100 N. Midwest Blvd.

City: Midwest City

State: OK

ZIP: 73110-4319

Administrative Contact: Troy Bradley

Title: Human Resources Director

Email Address: tbradley@midwestcityok.org

Phone Number: 405-739-1235

Fax Number: 405-739-1359

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered:

Employer Identification Number (EIN):

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

OK GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Blue Access for EmployersSM ("BAESM") Contact: Troy Bradley

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: tbradley@midwestcityok.org

Phone Number: 405-739-1235

Fax Number: 405-739-1359

The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

Producer of Record Information

NO CHANGES

SEE ADDITIONAL PROVISION

Effective: 05/01/2020

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSOK, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Are commissions to be paid? Yes No

Producer or Agency to whom commissions are to be paid*: INSURICA, INC.

Oklahoma Producer#: 013155000

NPN:

Address: 5100 Classen Blvd., Suite 300

City: Oklahoma City

State: OK

ZIP: 73118

Phone: 405-556-2225

Fax: 405-556-2394

Email: Dustin.Brand@INSURICA.com

Is Producer/Agency appointed with BCBSOK in Oklahoma? Yes No

Commissions:

PCPM \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)

Flat \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)

Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS:

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Schedule of Eligibility

NO CHANGES

SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means:

A full-time employee of the Employer.

A full-time employee of the Employer who is a member of: (name of union)

A part-time employee of the Employer.

A retiree of the Employer. Define criteria:

Other: A Full-Time employee, a Retiree and an Elected Official

Notwithstanding any other state or federal law, an eligible Retiree may continue, at their own expense, coverage under this plan following termination of their active status

Are any classes of employees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion:

2. Employee definition:

Full-Time Employee means:

A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

OK GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

- Other: 1. A regular, full-time employee of the employer who regularly works at least 30 hours per week.
- 2. A regular, part-time employee of the employer who regularly works less than 30 hours per week and who has been covered by this plan as a full-time employee of the employer at least 10 years.
- 3. An elected official of the employer.

Group's retiree provisions should be as follows:

Retiree: An eligible Retiree shall be defined as any former Employee who receives a continuing benefit pursuant to the provisions of the Oklahoma Firefighters Pension and Retirement System, or the Oklahoma Police Pension and Retirement System, or an Employee who worked for a period of at least eight (8) years or more for the Employer on a full-time basis and had a standard work-week of thirty (30) hours or more (or an annual budgeted work week averaging thirty (30) hours or more per standard work-week and for whom benefits were budgeted by the Employer). Elected officers shall be eligible for the plan as a retiree as long as elected officers have served eight (8) or more years with the City of Midwest City and who has continuously participated in the health benefits plan at the City of Midwest City at the time of retirement. The surviving Spouse or surviving minor child or children of a retiree may continue in force, at their own expense, the Plan, provided the surviving Spouse or surviving minor child or children continuously participated in the Plan at the then time of death of the Retiree. To continue in force the Plan, the surviving Spouse or surviving minor child or children shall notify the Plan Administrator within 30 days of death of the Retiree. Due to being permanently and totally disabled as the result of a job-related sickness or accident suffered while working for the Employer as determined by the Worker's Compensation Court or effective April 4, 2010.

Part-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- The date such person ceases to meet the definition of Eligible Person.
- The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- Other: RETIREE ENROLLMENT PROVISIONS

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage.

Retiree enrollment is classified in the following manner:

Initial enrollment - coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare - All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Employer.

Subsequent changes in status - application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance

only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Termination of Coverage. Termination of coverage may occur in one of the following ways:

1. Upon termination of the Plan.
2. Thirty (30) days from the due date of the required contribution if unpaid, together with any accrued late charge(s).
3. The Retiree does not elect to continue coverage at open enrollment, or notifies the Plan Administrator of their intent to terminate coverage.

Once retiree coverage is terminated, it cannot be reinstated without first returning to Active Employee status

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

- The date of employment.
- The _____ day of employment.
- The _____ day of the month following _____ month(s) of employment.
- The _____ day of the month following _____ days of employment.
- The 1st day of the month following the date of employment.
- Other: RETIREE ENROLLMENT PROVISIONS

Important - Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage.

Retiree enrollment is classified in the following manner:

Initial enrollment - coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare - All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Employer.

Subsequent changes in status - application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Is the waiting period requirement to be waived on initial group enrollment? Yes No

Are there multiple new hire waiting periods? Yes No

If yes, please attach eligibility and contribution details for each section.

5. Domestic partners covered: Yes No

If yes, a domestic partner is eligible to enroll for coverage.

If yes, are domestic partners eligible for continuation of coverage? Yes No

If yes, are dependents of domestic partners eligible to enroll for coverage? Yes No

If yes, are dependents of domestic partners eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners.

6. Limiting Age for covered children: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other: _____

7. Termination of coverage upon reaching the Limiting Age:

- The last day of coverage is the day prior to the birthday.
- The last day of coverage is the last day of the month in which the limiting age is reached.
- The last day of coverage is the last day of the billing month.
- The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
- The last day of coverage is the day prior to the Employer's Anniversary Date.

Automatically cancel dependents when they reach the day their coverage terminates? Yes No

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?

Yes No

However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSOK of such requirements.

8. Disabled dependent: A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse.

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSOK will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSOK will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

- (a) Disabled dependent administration will follow **Standard Rules**.

A disabled dependent is eligible to **continue** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to **add** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.

- (b) Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

Age: Please select one option regarding age of when the disability began.

- The disability must have begun before the child attained the age of 26.
 All disabled dependents are covered regardless of when the disability began.

Proof of prior coverage: Please select required or not required below:

When **adding** coverage, proof of prior coverage as a disabled dependent is required not required.

Certification review: Please select one option regarding the administration of certification review.

- Certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.
 Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSOK, please select one option regarding forms:

- Utilize BCBSOK disabled dependent certification forms.
 Utilize custom/other disabled dependent certification forms.

If Certification Review is administered by BCBSOK, please select allowed or not allowed below:

A disabled dependent approved certification from a prior insurance carrier is allowed not allowed.
A disabled dependent approved certification from a prior BCBS policy is allowed not allowed.

9. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

- Yes (specify number of days below) No

Temporary Layoff: days Disability: days Leave of Absence: days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify BCBSOK of such requirements.

10. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: 05/01/2023-05/31/2023

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:

- Open Enrollment – Late applicants may only apply during Open Enrollment.
- Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

11. * Does COBRA Auto Cancel apply? Yes No

Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.

**Not recommended for accounts with automated eligibility*

CURRENT EMPLOYEE ELIGIBILITY INFORMATION

Current number of eligible subscribers at onboarding and/or annual renewal _____.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Lines of Business (Check all applicable services)	<input type="checkbox"/> NO CHANGES <input type="checkbox"/> See Additional Provisions
<p><u>Medical Plan Services:</u></p> <p><input type="checkbox"/> Blue Choice PPO</p> <p><input type="checkbox"/> Blue Traditional (In and Out of Network Benefits)</p> <p><input type="checkbox"/> BlueOptions</p> <p><input type="checkbox"/> BlueOptions Select PPO</p> <p><input checked="" type="checkbox"/> Blue Preferred</p> <p><input type="checkbox"/> NativeBlue</p> <p><input type="checkbox"/> Blue High Performance NetworkSM (BlueHPNSM)</p> <p><input type="checkbox"/> Out of Area (Traditional)</p> <p><u>Additional Services:</u></p> <p><input checked="" type="checkbox"/> Wellbeing Management</p> <p><input type="checkbox"/> Wellness Incentives</p> <p><input type="checkbox"/> Health Advocacy Solutions</p> <p><input type="checkbox"/> Mercer Health Advantage</p> <p><input type="checkbox"/> Custom Care Management Unit</p> <p><input type="checkbox"/> Blue DirectionsSM (Private Exchange) <i>(If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.)</i></p> <p><input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input checked="" type="checkbox"/> Other MDLive Virtual Visits</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Other</p>	<p><u>Consumer Driven Health Plan:</u></p> <p><input type="checkbox"/> Blue EdgeSM (HCA) <i>(If selected, complete separate HCA BPA)</i></p> <p><input type="checkbox"/> HSA (vendor: Select Vendor)</p> <p><input type="checkbox"/> FSA (vendor: Select Vendor)</p> <p><input type="checkbox"/> HRA (vendor: Select Vendor)</p> <p><u>Prescription Drugs:</u> <i>(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA)</i></p> <p>Pharmacy Network:</p> <p><input type="checkbox"/> Traditional Select Network</p> <p><input type="checkbox"/> Advantage Network</p> <p><input type="checkbox"/> Preferred Network</p> <p><input type="checkbox"/> Elite Network</p> <p><input type="checkbox"/> Network on PBM Fee Schedule Addendum</p> <p>Drug List: Select Drug List</p> <p>Other (please specify):</p> <p style="margin-left: 40px;">PPO/HSA Preventive Drug List: Please specify: Select Option</p> <p style="margin-left: 40px;">Other RX programs: Select Program</p> <p><u>Ancillary Services:</u></p> <p><input type="checkbox"/> Dental Plan Services</p> <p><input checked="" type="checkbox"/> Vision Insurance <i>(if selected, complete a separate application)</i></p> <p><input type="checkbox"/> Stop Loss Coverage <i>(if selected, complete separate Exhibit to the Stop Loss Coverage Policy)</i></p> <p><input type="checkbox"/> Life, Disability, Critical Illness or Accident Insurance <i>(if selected, complete a separate application for those coverages)</i></p> <p><input checked="" type="checkbox"/> COBRA Administrative Services <i>(if selected, complete separate COBRA Administrative Services Addendum)</i></p>

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Oklahoma.

Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Oklahoma.

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Critical Illness, Accident and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Oklahoma is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications	<input checked="" type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Employer Payment Method: <input type="checkbox"/> Online Bill Pay <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Auto Debit <input type="checkbox"/> Check		
Employer Payment Period: <input checked="" type="checkbox"/> Weekly (cannot be selected if Check is selected as payment method above) <input type="checkbox"/> Semi Monthly (cannot be selected if Check is selected as payment method above) <input type="checkbox"/> Monthly		
Claim Settlement Period: <input checked="" type="checkbox"/> Monthly		
Run-Off Period: Employer payments are to be made for <u>12</u> months following end of Fee Schedule Period. <i>Standard is twelve (12) months.</i>		
Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.		

Administrative Per Employee per Month (PEPM) Charges	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS		
	2023			
Administrative Fee	\$63.84	\$	\$	\$
Dental	\$	\$	\$	\$
Limited Fiduciary Services	*\$included in Admin Fee	\$	\$	\$
Advanced Payment Review	25% \$	%	%	%
*Medical Drug Rebate Credit	\$(2.50)	\$()	\$()	\$()
*Rebate Credit for the Prescription Drug Program	\$()	\$()	\$()	\$()
Outpatient Imaging Management Services	\$	\$	\$	\$
Management of the Virtual Visits Program	*\$included in Admin Fee	\$	\$	\$
Wellbeing Management	*\$included in Admin Fee	\$	\$	\$
Health Advocacy Solutions	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Other: Data Exchange List Service: <u>Reverse Eligibility - CVS/Caremark</u>	*\$included in Admin Fee	\$	\$	\$
Other: Other Services List Service: <u>Third-Party SL Carrier Fee</u>	\$2.00	\$	\$	\$
Other: Select Service Category List Service: _____	\$	\$	\$	\$
Miscellaneous: _____	\$	\$	\$	\$

Miscellaneous: _____	\$	\$	\$	\$
Total	\$63.34	\$	\$	\$

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges		Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		_____ %
Total:			\$ _____

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Other Service and/or Program Fee(s) **NO CHANGES** **SEE ADDITIONAL PROVISIONS****NSA Fees**

In connection with the claims, items, and services that are subject to the No Surprises Act (“NSA”) and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process (“IDR”) where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and
- All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

Not applicable to Grandfathered Plans

External Review Coordination: Yes No

If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer’s Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.

If no, provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:

Administrator: Medical claims: Pharmacy claims: Name: _____ Mailing Address: _____

Administrator: Medical claims: Pharmacy claims: Name: _____ Mailing Address: _____

Advanced Payment Review (APR): Yes No

APR is a suite of payment integrity offerings. Refer to the Matrix. If Employer elects APR, indicate APR Savings Program or PEPM below:

APR Savings Program

PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor.

Reimbursement Services: Yes No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers’ Compensation Law.

Third-Party Law Firms Provisions (other than Reimbursement Services):

Employer will pay no more than 35% of any recovered amount made by Claim Administrator’s third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

FlexAccess™: Yes No

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is the cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member’s cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

Virtual Visits Program: Yes No **If yes,** Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Oklahoma. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charge

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below. In the event of a partial termination, the Termination Administrative Charge shall be the sum of the amount obtained by multiplying three (3) times the total number of terminated Covered Employees by the appropriate factors shown below.

Service	2023			
Medical Run-off Administration Charge	\$18.80	\$	\$	\$
Dental Run-off Administration Charge	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Total:	\$18.80	\$	\$	\$

Other Provisions

NO CHANGES SEE ADDITIONAL PROVISIONS

1. Summary of Benefits & Coverage:

a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?

Yes. (Please answer question b. The SBC Addendum is attached.)

No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)

b. Will Claim Administrator distribute the (SBC) to Covered Persons?

No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.

Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC plan to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

2. Massachusetts Health Care Reform Act:

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? Yes No

If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

3. Alternative Care Management Program (applicable to the purchased medical management program):

Yes No

The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. Prior Authorization (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

1. EHBs based on a Claim Administrator state benchmark:
 Illinois Montana New Mexico Oklahoma Texas
2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
If so, indicate the state's benchmark that Employer elects: ____
3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Oklahoma benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

7. Producer/Consultant Compensation:

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Additional Provisions:

Domestic Partner Coverage: Legally married in a state that recognizes same sex marriage.

Pharmacy benefits continue to be carved out to CVS/Caremark.

Effective 7/1/2023, Stop Loss coverage is now carved out to Sunlife.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Signature

Alexandria Lamb

Sales Representative

403 (P):918-551-
3056 (F) 918-549-9627

District Phone & FAX Numbers

Dustin Brand

Producer Representative

INSURICA, Inc.

Producer Firm

5100 Classen Blvd., Ste 300

Oklahoma City, oK 73118

Producer Address

(P): 405-556-2225 (F): 405-556-2394

Producer Phone & FAX Numbers

dustin.brand@INSURICA.com

Producer Email Address

730687265

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

OK GEN ASO BPA (Rev. 06/22) *Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association*



BlueCross BlueShield
of Oklahoma

CITY OF MIDWEST CITY

07/01/2023

Confirmation of renewal and benefits

Broker/Consultant: INSURICA, Inc.

Acknowledgment of renewal documents

- Benefit Program Application (BPA)

Renewal Rate Confirmation

- Administration Fee: \$63.84 PEPM
- Medical Rebate: (\$2.50) PEPM
- Third-Party Stop Loss Carrier Fee: \$2.00 PEPM
- Net Admin Fee: \$63.34 PEPM

Benefit & Coverage Changes

- Carving out Stop Loss coverage to SunLife.

As an authorized representative, I accept this confirmation of coverage and will return signed contracts. By signing below, I acknowledge agreement with rates and benefits attached.

Authorized Representative _____

(print name)

Signature: _____

Date _____



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: May 16, 2023

SUBJECT: Discussion, consideration, and possible action of approving; 1) the proposed 2023 Action Plan, a part of the 2020-2024 Consolidated Plan and Strategy, for the use of 2023 Community Development Block Grant (CDBG) funds; 2) authorization of the Mayor to submit the approved and/ or modified certifications to the U.S. Department of Housing and Urban Development; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.

On April 3, 2023, the Citizens' Advisory Committee on Housing and Community Development conducted a public hearing and recommended approval of the 2023 Action Plan. A summary of the proposed plan was published in the *Midwest City Beacon* on April 7, 2023. During the 30-day comment period, copies of the proposed plan were available for public review at Midwest City Hall, Midwest City Library, Midwest City Senior Center, Midwest City Neighborhood Services Office, Midwest City Neighborhoods in Action Office and the City of Midwest City website. The final document will be posted on the City of Midwest City website at <https://www.midwestcityok.org/grants/page/public-documents-notice>.

The Consolidated Plan and annual action plans identify Midwest City's priority housing and non-housing community development needs and outline a strategy to address those needs within the CDBG program. An approved consolidated plan is a requirement for continued funding from the U.S. Department of Housing and Urban Development. The 2023 Action Plan reiterates goals and objectives, and contains descriptions of activities to be undertaken during fiscal year 2023-24 using CDBG funds, as recommended by the Citizens' Advisory Committee. It serves as Midwest City's application for 2023 Community Development Block Grant (CDBG) funding. A 2023 Action Plan budget summary is attached for your information.

Staff recommends approval of the attached proposed 2023 Action Plan and authorizations for certifications and contract documents.

Terri L. Craft
Grants Manager

PROPOSED
2023 CDBG ACTION PLAN BUDGET SUMMARY

2023 CDBG Allocation	\$392,168.00	(2022 - \$394,856)
Prior Year Funds	<u>\$ 8,745.00</u>	
TOTAL:	\$400,913.00	

Primary Systems Home Repair Program	\$ 75,000.00
Housing Services HOME Homebuyer Assistance Program	\$ 3,000.00
Senior Social Services Program (Autumn House Social Services)	\$ 14,000.00
Before/After School Scholarships (Latchkey Child Services)	\$ 9,000.00
At-Risk Youth and Family Program (Mid-Del Youth & Family)	\$ 11,500.00
Homeless Services (Leah's Hope Transitional Annex)	\$ 9,000.00
Senior Transportation Services - COTPA	\$ 5,000.00
Fair Housing Services - Metropolitan Fair Housing Council	\$ 8,000.00
Lions Park Pickleball Facility	\$ 35,000.00
Housing Rehab Admin, Payroll/Benefits, Fleet	\$133,280.00
Gen Admin, Payroll/Benefits	\$ 77,231.00
Contingency	<u>\$ 20,902.00</u>
Total 2023 CDBG Budget:	\$ 400,913.00



The City of Midwest City
Community Development Block Grant Program
Year Four of the Five Year Consolidated Plan and Strategy

FY 2023 -2024 Annual Action Plan

Prepared by: Grants Management Department

Submitted to: U.S. Department of Housing and Urban Development
Oklahoma City Office, Region VI
Community Planning and Development
301 NW 6th Street, Suite 200
Oklahoma City, Oklahoma 73102

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Midwest City has prepared the 2020-2024 Consolidated Plan (Con Plan) as a requirement to receive U.S. Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program funds. The Consolidated Plan outlines the needs, goals, and priorities for the City of Midwest City for a five year period through a needs assessment, strategic plan, and action plan, including the process of preparation, consultation, and administration. It is guided by the primary objectives of the Community Development Block Grant (CDBG) program: 1) providing decent housing; 2) a suitable living environment; and 3) expanded economic opportunities; principally benefiting persons of low to moderate income. An Annual Action Plan implements the strategies and provides a basis for allocating Community Development Block Grant (CDBG) resources. This document, the City of Midwest City's 2023 CDBG Action Plan, represents the goals and programming of funds for activities to be undertaken in year four of the five year Consolidated Plan covering the period of July 1, 2023 to June 30, 2024.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Midwest City plans to use its CDBG funds for housing, community development and public service activities. Objectives and outcomes for 2020-2024 include:

1 - Decent, Affordable Housing:

- a. Provide low income (LI) homeowners with needed rehabilitation grants to address code deficiencies, accessibility and/or emergency repairs.
- b. Assist low to moderate (LMI) homeowners with financial assistance for home rehabilitation.
- c. Assist low to moderate (LMI) homebuyers with down payment financial assistance.
- d. Assist with transitional housing opportunities for homeless families.
- e. Assist with increasing the supply of affordable infill housing within existing residential developments.

2 - Suitable Living Environments:

- a. Invest in low and moderate income areas/clientele by improving or constructing infrastructure, public improvements, and public facilities.
- b. Eliminate slum and blighted properties, city-wide, through acquisition, rehabilitation and/or demolition.
- c. Provide public services to low and moderate income persons, through senior programs, at-risk youth programs, transportation assistance, crime prevention, homeless services, emergency services, programs for the disabled, child care/after school programs, educational programs, life skill programs, utility assistance, job training, improving quality of life, etc.
- d. Promote and insure fair housing and equal opportunity in all programs.

3 – Economic Opportunity:

1. Encouraging economic independence and promoting economic development activities within Midwest City, to include job creation, job training and internships, life skill enhancement, higher education and technical education opportunities, Volunteer Income Tax Assistance Program, etc.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The city's past programs have focused on community needs that continue to exist, including aging housing and infrastructure, neighborhood and public improvements, and public services. The programs the city has used to address these needs have been well received by residents and neighborhood organizations. The City of Midwest City believes the programs proposed for the 2023 Action Plan year continue to be the most efficient and effective use of HUD Community Development Block Grant funds.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation in all stages of the consolidated planning process is essential in developing and maintaining a program that reflects the needs of the citizens. The City of Midwest City follows a detailed citizen participation plan in an effort to encourage communication, to provide for dissemination of information, and to develop and provide activities that reflect the needs of citizens and the city. The Citizens' Advisory Committee on Housing and Community Development acts as an advisory body to the Midwest City Council on matters concerning HUD housing and community development programs. The

committee meets on call, generally 3 to 4 times a year, during the planning process and to review the program performance. The citizen participation plan includes the advisory body, public hearings, outreach, public information methods, technical assistance, and the city's anti-displacement plan.

The City of Midwest City Grants Management Department staff coordinated the efforts of the city, to include residents, civic and business leaders, housing providers, private and public agencies, health, mental/health and service providers in the implementation of the Consolidated Plan and in coordinating efforts among agencies serving the homeless, veterans, youth, families, housing and shelter providers, health, mental health and institutions potentially discharging into homelessness, and at risk support providers. This coordination was made through phone calls, meetings, surveys, email, consultations, existing communications, mail correspondence; neighborhood, committee and community meetings; and other meetings/activities throughout the year.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

See Section AP-12 for a public comments received during the development of the 2023 Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were included in the consolidated planning document.

7. Summary

See above.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDWEST CITY	Grants Management Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Terri L. Craft

Grants Manager

City of Midwest City

100 N. Midwest Blvd.

Midwest City, OK 73110

405-739-1217

tcraft@midwestcityok.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Midwest City Grants Management Department staff coordinated the efforts of the city, residents, civic and business leaders, housing providers, private and public agencies, health, mental/health, other service providers, institutions potentially discharging into homelessness, and at risk support providers in the development of the 2020-2024 Consolidated Plan. This coordination was accomplished through phone and in person meetings, surveys, email, consultations, existing communications, mail correspondence; neighborhood, committee and community meetings; and other events/activities throughout the year. Midwest City does not have a housing authority and is allowed no influence over assisted housing projects that are developed through programs administered by the Oklahoma Housing Finance Agency (OHFA).

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Midwest City is in the jurisdiction of the Oklahoma Balance of State Continuum of Care, which includes the Oklahoma City metropolitan area entitlement cities of Midwest City, Edmond and Shawnee and a large part of rural Oklahoma (approximately 1/3 of the state). Since Midwest City is a part of this larger area Continuum of Care, the homeless population count and numbers are not available for the Midwest City community alone through the COC. North West Domestic Crisis Services in Woodward, Oklahoma is the lead entity for the Oklahoma Balance of State Continuum of Care. Midwest City works to identify and address the needs of homeless persons and persons at risk of homelessness through local resources, which include the Homeless Task Force initiated by the Midwest City Police Department. They are the first contact with homeless individuals encountered on the street panhandling or in makeshift encampments to distribute toiletry packs and provide assistance. Referrals are made through 211 and other service providers working through the Oklahoma City Continuum of Care in the metropolitan area.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Midwest City does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	COMMUNITY ACTION AGENCY OF OKLAHOMA/CANADIAN COUNTIES
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
2	Agency/Group/Organization	Central Oklahoma Transportation and Parking Authority
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
3	Agency/Group/Organization	Oklahoma Department of Commerce
	Agency/Group/Organization Type	Services-Employment Other government - State Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
4	Agency/Group/Organization	Metropolitan Fair Housing Council
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
5	Agency/Group/Organization	Catholic Charities Archdiocese of OKC
	Agency/Group/Organization Type	Services - Housing Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
6	Agency/Group/Organization	Mid-Del Youth and Family Services
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

7	Agency/Group/Organization	AUTUMN HOUSE
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
8	Agency/Group/Organization	Latchkey Child Care Services
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
9	Agency/Group/Organization	Mid-Del Food Pantry
	Agency/Group/Organization Type	Food Pantry
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
10	Agency/Group/Organization	Mission Mid-del
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
11	Agency/Group/Organization	Mid-Del Group Homes
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
12	Agency/Group/Organization	Oklahoma County Social Services
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
13	Agency/Group/Organization	Boys and Girls Club of Oklahoma County
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

14	Agency/Group/Organization	Urban League of Greater Oklahoma City, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
15	Agency/Group/Organization	Midwest City Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Oklahoma Department of Commerce	The City of Midwest City will support the Balance of State Continuum of Care goals and objectives through activities funded locally and by other sources.
Midwest City Comprehensive Plan	City of Midwest City	Goals are consistent with Comprehensive Plan.
Comprehensive Economic Development Strategy (CEDS)	Association of Central Oklahoma Governments (ACOG)	Goals are consistent.
Revitalization Plan for the Original Mile	City of Midwest City	Goals are consistent.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Midwest City implements Housing and Community Development programs with funding provided by the US Department of Housing and Urban Development, as well as from other federal agencies, state and local agencies. These funds include the Community Development Block Grant (CDBG) and the Home Investment Partnership Program (HOME) through the Oklahoma Housing Finance Agency (OHFA). Every five years, the city prepares a Consolidated Plan that examines the community's needs and establishes performance goals and outcomes. The Con Plan is submitted in accordance with instructions prescribed by HUD.

The Con Plan includes a Citizens Participation Plan, which provides information on how the community may participate in the process. Copies of the Citizens Participation Plan are available at the Grants Management Department, 100 N. Midwest Blvd., Midwest City, OK 73110.

The City of Midwest City develops Annual Action Plans for each year of the Con Plan (five years). The annual Action Plan details the specific programs and funding allocations to be made for the upcoming year. The programs contained within the annual Action Plan are in direct response to the needs and goals of the Con Plan. For the program year commencing on 7/1/2023, the annual Action Plan has been developed in association with the 2020-2024 Con Plan.

Midwest City's citizen participation efforts were broadened greatly in this consolidated planning cycle due to the ease in which information is accessible to the public through digital newsletters, social media, email, web-based surveys, Youtube and websites. The city has taken advantage of all digital opportunities but also continues to use physical surveys, document postings in public places, public hearings, newsletters, newspaper notices; and the review, input and recommendation provided by the Midwest City Citizens' Advisory Committee on Housing and Community Development, an advisory committee to the Midwest City Council.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	The Citizen Advisory Committee on Housing and Community Development annual public needs meeting scheduled for November 14, 2022 comments were heard and documented	Comments on public services, and community needs.	N/A All comments were accepted	
2	Public Hearing	Non-targeted/broad community	The Citizens Advisory Committee on Housing and Community Development held a public hearing on April 3, 2023 to discuss the FY23 Action Plan and recommendation to city council.	Public Service providers discussed their proposals submitted for CDBG funds.	N/A	
3	Newspaper Ad	Non-targeted/broad community	Draft Action Plan available for review and comment prior to City Council Action to approve on May 16, 2023	No comments received.	N/A	
4	Internet Outreach	Non-targeted/broad community	The City of Midwest City maintains a website where public comments regarding unmet needs in the community are encouraged and collected year round.			https://www.midwestcityok.org/grants

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	392,168	0	8,745	400,913	390,000	Midwest City plans to receive CDBG funds at or below its current grant for year five.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Midwest City will make every attempt to secure funding to continue its successful Homebuyer Assistance Program available to low and moderate income homebuyers. HOME funds competitively available through the Oklahoma Housing Finance Agency (OHFA) have been the primary funding source for Homebuyer Assistance. The City of Midwest City maintains a large HOME Program banked match balance which will satisfy program match requirements during this consolidated plan cycle. Local funds support Midwest City’s Housing Rehabilitation Program and Transitional Housing Programs. Matching funds needed for other grant programs are typically addressed with local funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Midwest City currently has (4) vacant lots in the city's Original Mile Revitalization Area, (1) of which was originally acquired with Neighborhood Stabilization Program funds through the Oklahoma Department of Commerce (ODOC). The original land banking activity has been completed and has satisfied national objectives. The remaining lot will be part of a future RFP to provide infill housing in the Original Mile Revitalization Area. Midwest City also supports (2) head start facilities, a Neighborhoods In Action Center, Senior Center, Neighborhood Services Center, Community Center and (5) transitional housing properties.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of safe, decent, affordable housing	2023	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: \$208,280	Homeowner Housing Rehabilitated: 23 Household Housing Unit
2	Increasing the supply of affordable housing	2023	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: \$3,000	Other: 20 Other
3	Facilities, infrastructure, improvements needed	2023	2024	Non-Housing Community Development		Public Facilities / Infrastructure / Improvements	CDBG: \$35,000	Other: 1 Other
4	Provide public assistance and services	2023	2024	Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services	CDBG: \$56,500	Public service activities other than Low/Moderate Income Housing Benefit: 1020 Persons Assisted
5	Planning and Administration	2023	2024	Administration		Administration	CDBG: \$77,231	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of safe, decent, affordable housing
	Goal Description	
2	Goal Name	Increasing the supply of affordable housing
	Goal Description	
3	Goal Name	Facilities, infrastructure, improvements needed
	Goal Description	
4	Goal Name	Provide public assistance and services
	Goal Description	
5	Goal Name	Planning and Administration
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects are proposed for the city's 2022 CDBG Program.

Projects

#	Project Name
1	FY23 Primary Systems Home Repair Program
2	FY23 Housing Rehab Administration
3	FY23 Housing Services - HOME HBA
4	FY23 Senior Services
5	FY23 At Risk Youth Services
6	FY23 Before/After School Childcare Scholarships
7	FY23 Senior Transportation Services
8	FY23 Homeless Services
9	FY23 Fair Housing Services
10	FY23 Lions Park Pickleball Court
11	FY23 Administration
12	FY23 Unprogrammed Funds

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	Project Name	FY23 Primary Systems Home Repair Program
	Target Area	
	Goals Supported	Preservation of safe, decent, affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$75,000
	Description	Assistance available to low income homeowners in need of primary systems repair, emergency improvements or accessibility modifications to their homes.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Estimated 20 low income homeowners will benefit.
	Location Description	City-Wide
	Planned Activities	Emergency home repairs to primary systems.
2	Project Name	FY23 Housing Rehab Administration
	Target Area	
	Goals Supported	Preservation of safe, decent, affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$133,280
	Description	Payroll, administrative, and fleet expenses for the Housing Rehabilitation Specialist
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	(3) low to moderate income households will benefit from the Housing Rehabilitation Loan Program in addition to the (20) estimated Primary Systems Home Repair Program beneficiaries mentioned in Activity No. 1
	Location Description	City Wide
	Planned Activities	
3	Project Name	FY23 Housing Services - HOME HBA
	Target Area	
	Goals Supported	Increasing Supply of affordable housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$3,000

	Description	Property Maintenance Code Inspections and Homebuyer Counseling supporting HOME Home Buyer Assistance Program
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	(20) low to moderate income households (first time homebuyers) will benefit from the Homebuyer Assistance Program.
	Location Description	City-Wide
	Planned Activities	
4	Project Name	FY23 Senior Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$14,000
	Description	Daily senior public services and activities to include: coordinator, supplies, food, activity and transportation expenses.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	175 low income seniors and disabled citizens
	Location Description	Autumn House , low income congregate living facility located at 500 Adair Blvd. Midwest City, OK
	Planned Activities	Social services and activities that will meet the needs of the senior and disabled residents.
5	Project Name	FY23 At Risk Youth Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,500
	Description	Public services provided to at risk youth in community to include counseling, case management, classes, programs, etc.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 250 At risk low income youth and their families will benefit from the services provided.

	Location Description	Services will take place primarily at Mid-Del Youth and Family Services located at 8121 National Ave. Suite 401, Midwest City, OK 73110. Additional services may be provided at local schools.
	Planned Activities	Activities provided include counseling, classes, outreach, and case management.
6	Project Name	FY23 Before/After School Childcare Scholarships
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$9,000
	Description	Scholarships provided to low and moderate income families for children to attend before/after school programs.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	This funding will provide approximately 10 low to moderate income families with partial scholarships for before/after school child care.
	Location Description	The program takes place at several local elementary schools throughout Midwest City.
	Planned Activities	Before/After school child care scholarships.
7	Project Name	FY23 Senior Transportation Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$5,000
	Description	Senior transportation services provided to seniors for medical appointments in partnership with the Central Oklahoma Transportation and Parking Authority (COTPA).
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 450 senior Midwest City residents in need of assistance for transportation to medical appointments.
	Location Description	Residents within ¼ mile of Route 15 Bus Route can participate
	Planned Activities	Senior/Disabled transportation
8	Project Name	FY23 Homeless Services
	Target Area	

	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$9,000
	Description	Rent and utilities to support Transitional Annex for homeless services.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	50 Persons – LMC Homeless
	Location Description	Transitional Annex located at 806 W. Curtis Drive, MWC, OK 73110
	Planned Activities	Provide facility support serving homeless families with needed services and case management.
9	Project Name	FY23 Fair Housing Services
	Target Area	
	Goals Supported	Provide public assistance and services
	Needs Addressed	Public Services
	Funding	CDBG: \$8,000
	Description	Fair Housing advocacy, enforcement, legal services and outreach.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	30 LM Individuals
	Location Description	City- Wide
	Planned Activities	Fair housing services to the public – information, referrals, testing, classes.
10	Project Name	FY23 Lions Park Pickleball Court
	Target Area	
	Goals Supported	Facilities, infrastructure, improvements needed
	Needs Addressed	Public Facilities / Infrastructure / Improvements
	Funding	CDBG: \$35,000
	Description	Public park recreational area
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	CT 1076.05 Population – Approx. 2,328. This CT is 62% Low to Moderate Income
	Location Description	Lions Park is located in the Original Square Mile of Midwest City, west of Midwest Blvd., just north of Midwest City Elementary School
	Planned Activities	The installation of pickleball courts
11	Project Name	FY23 Administration
	Target Area	
	Goals Supported	Planning and Administration
	Needs Addressed	Administration
	Funding	CDBG: \$77,231
	Description	CDBG program administration expenses, including payroll, office supplies, publications, wages, equipment, travel, and training.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	
12	Project Name	FY23 Unprogrammed Funds
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$20,902
	Description	
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	As needed, for approved activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All of Midwest City's housing programs are available citywide, which include low-income and minority concentrated areas. Public improvements or public facilities will benefit identified low and moderate income areas or low/mod clientele.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Midwest City does not allocate CDBG investment geographically or in targeted areas, other than census defined low and moderate income areas.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	43
Special-Needs	0
Total	43

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	23
Acquisition of Existing Units	20
Total	43

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing goals may be met by Midwest City's housing rehabilitation programs - Housing Rehabilitation Loan Program (3), Primary Systems Home Repair Program (20) and the HOME funded Homebuyer Assistance Program (20). (5) Homeless households are also supported by Midwest City's Transitional Housing Program and are not reflected in the above numbers.

AP-60 Public Housing – 91.220(h)

Introduction

Midwest City does not have a public housing authority.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city works to identify and address the needs of homeless persons and persons at risk of homelessness through local resources, referrals to 211 and other service providers in the metropolitan area. Midwest City has historically only documented a handful of chronically homeless over the years, seeing our most pressing need to be assisting those at risk of homelessness in the community, however, in the past five years, the city has seen an increase in transitory homeless persons. The Midwest City Police Department created a homeless task force to serve as the initial contact, providing information, toiletry packets and assistance. Being in such close proximity to Oklahoma City shelters and social services, any immediate needs are satisfied through those entities. The 211 referral service refers to Oklahoma City providers, however, referrals often return to our community by way of transitional or permanent housing opportunities.

Addressing the emergency shelter and transitional housing needs of homeless persons

Midwest City owns and operates (5) single family structures used as transitional housing for homeless families, receiving referrals from a local homeless provider to provide case management and wrap-around services to families residing in the city's properties. There is one additional transitional housing provider in Midwest City for women and their families operated by Leah's Hope providing 3 transitional units as well as a transitional annex that provides services and life skills classes. Midwest City is also home to an 11-bed emergency youth facility operated by Mid-Del Youth & Family.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Midwest City is not an entitlement recipient of the Emergency Solutions Grant (ESG) in which annual funds are used to develop programs to house the homeless, services to prevent homelessness, re-house or otherwise permanently house the homeless. Midwest City's Transitional Housing Program is self-supported, partnering with a local homeless provider for referral, case management and wrap around services. It is the intent of the city to continue its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of

need and plan appropriately for needed resources and service referrals. The Midwest City Police Department has organized a Homeless Outreach Team to address an increase of homeless persons in Midwest City over the past few years. It is anticipated that additional data will be obtained and evaluated through the Outreach Team's efforts.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Midwest City is not an entitlement recipient of the Emergency Solutions Grant (ESG) in which annual funds are used to develop programs to house the homeless, services to prevent homelessness, re-house or otherwise permanently house the homeless. It is the intent of the city to continue its coordination with those entities in the community that may come in contact with those experiencing homelessness in order to improve the city's assessment of need and plan appropriately for needed resources and service referrals. Those being discharged from facilities in Midwest City without personal transportation have access to bus passes for transportation.

The Midwest City Police Department has organized a Homeless Outreach Team to address an increase of homeless persons in Midwest City over the past few years. It is anticipated that additional data will be obtained and evaluated through the Outreach Team's efforts.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Midwest City has not identified any public policies that increase the cost of housing. Building codes adopted by the city are supported by the State of Oklahoma. The city will endeavor to remove or lessen the effects of any identified public policies that serve as barriers to affordable housing. The City of Midwest City recognizes the need for fair housing services and contracts annually with the Metropolitan Fair Housing Council to provide educational presentations, public information services, counseling, and testing. Midwest City promotes and supports equal opportunity and will continue to affirmatively further fair housing in all of its housing programs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To address affordable housing, the City of Midwest City will continue to work with partners to educate the public regarding affordable housing and fair housing information to insure that all barriers have been identified. Referrals are made routinely to affordable housing providers, particularly senior housing providers. The City will continue to focus on programs to fill the gap between available resources and housing costs. Included in this plan is a priority to address affordable housing by increasing and improving the available housing stock through the Midwest City Homebuyer Assistance Program and the continuation of owner occupied housing rehabilitation programs. The City will also work with partner organizations who service the elderly, disabled, and low income families to support affordable housing and supportive infrastructure needs.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

The City of Midwest City will continue to identify community partners to assist with and address the needs of the underserved in the community. By working with these partners the city hopes to develop public services offered by organizations within our community to specifically address resident's needs.

Actions planned to foster and maintain affordable housing

Midwest City will continue to offer housing rehabilitation and homebuyer assistance programs as long as funding resources are available. Midwest City will continue to seek out other funding sources and programs to complement existing activities and address need in the community.

Actions planned to reduce lead-based paint hazards

Lead hazard reduction and abatement will continue to be an important component of the city's rehabilitation programs. Staff will pursue educational opportunities for lead based paint training, educating contractors of the requirements and needed training, and will work to identify additional funds sources to address this issue.

Actions planned to reduce the number of poverty-level families

Midwest City, in addition to providing programs and services that assist poverty level families, will make every attempt to refer families seeking assistance to the appropriate service agency.

Actions planned to develop institutional structure

There are no plans to develop additional institutional structure.

Actions planned to enhance coordination between public and private housing and social service agencies

Midwest City will attempt to coordinate and provide information to private housing and social service agencies regarding rental assistance available through the Oklahoma Housing Finance Agency (OHFA).

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Attachments

Citizen Participation Comments

Public Comments attached

Citizen' Advisory Committee on Housing and Community Development held a public meeting on 11/14/2022 in the Midwest City Community Center located at 200 N Midwest Blvd, and provided citizens the opportunity to comment on Midwest City's housing and community development needs with primary emphasis on needs of low and moderate-income persons. The following is a summary of the citizen comments.

Name – Address	Comment	City Response
Shari Lopp – Autumn House	Autumn House has struggled to continue activities for the seniors through COVID. Staffing an activities director has been difficult. A new activities director was recently hired and the activities calendar is being to fill up again. These activities are so important to the mental health of the senior residents.	Thank you for your comments and continued service to the community.
Brittany Hussain – Leah's Hope	The services provided by Leah's hope are experiencing certain barriers such as transportation, and access to mental health services.	Thank you for the comments and continued service to the community.
Darla Cheek – Mid-Del Youth and Family	MDYF is providing services for the Mid-Del School system. The mental health crisis of the children and their families is great. They currently have 64 people on their waiting list. They are in need of additional staff to help with the increase.	Thank you for the comments and continued service to the community.
Glen Goldschlager - 1409 Evergreen Circle	Mr. Goldschlager would like to see a planning study to address hunger. He would like to have the sales tax on groceries abolished and the state income tax brackets updated	Thank you for your comments and always seeking out ways to improve your community.
Written Comments Received		
Rosanna Reynolds – Latchkey Child Services	Latchkey offers quality before and afterschool childcare in all 13 Mid-Del elementary	Thank you for your comments and continued service to the community.

	<p>schools. We operate on site in the school cafeteria, no transportation worries for parents. Children are served snack each day. Our programs start between 6:00 and 6:15 am depending on the location. The grants we receive from the CDBG Program help cover the cost of childcare through scholarships for families that reside in Midwest City limits within the district. We appreciate our partnership with the City of Midwest City and look forward to many more years of working together. You help make a difference in the lives of children in the communities we serve.</p>	
<p>Beverly Harper – 9718 NE 2nd PI</p>	<p>Seniors, who are of limited income, own their homes and are aging in place need assistance with completing maintenance issues on the exterior of their homes - painting, cutting limbs, yard work, and disposing of yard debris. Physical limitations keep them from managing maintenance work that they once were able to do.</p>	<p>Ms.Harper was referred to the Neighborhood Services Program “Restore MWC” that can address exterior code violations for seniors and the disabled.</p>

All comments were accepted and will be incorporated into the FY23 Annual Action Plan.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

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

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

05/16/23
Date

Matthew D. Dukes, II, Mayor
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Matthew D. Dukes, II, Mayor
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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



City Attorney, Donald D. Maisch

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: May 16, 2023

RE: Discussion, consideration, and possible action to approve a Second Amendment to the Agreement with Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma, agreement assigned to Direct TV to June 30, 2028 with an additional four 5-year periods. (D. Maisch – City Attorney).

In August of 2007 the City and the predecessor to Direct TV, Southwestern Bell Telephone Company entered into an Agreement for providing internet protocol enabled video services in the City of Midwest City. In July of 2021, the City and Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma agreed to the first amendment. This amendment changed the termination date of the Agreement to August 1, 2023. Southwestern Bell Telephone Company has since assigned this Agreement to Direct TV.

Direct TV and the City believe it is in their mutual interest to continue the Agreement. This second amendment would extend the Agreement to June 30, 2028, give the parties to renew the agreement for an additional four 5-year periods and has a notification provision for Direct TV to notify the City when they will be doing work in the City. All other terms and conditions contained in the original agreement remain in effect.

Respectfully submitted,

Donald D. Maisch
City Attorney

SECOND AMENDMENT TO THE AGREEMENT
between
SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T
OKLAHOMA, assigned to DIRECTV, LLC
And
THE CITY OF MIDWEST CITY

THIS SECOND AMENDMENT TO THE AGREEMENT (hereinafter referred to as “**Second Amendment**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and DIRECTV, LLC, (hereinafter referred to as “**DIRECTV**”) (**City**, and **DIRECTV** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City** and **DIRECTV** predecessor Southwestern Bell Telephone Company entered into the original Agreement on August 14, 2007; and

WHEREAS, **City** and **DIRECTV** predecessor Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma agreed to amend the original agreement, which was executed on July 27, 2021; and

WHEREAS, Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma has assigned the agreement and first amendment to **DIRECTV, LLC**; and

WHEREAS, the first amendment has the agreement expiring on August 1, 2023; and

WHEREAS, **City** and **DIRECTV** believe it is in their mutual interest to extend the original Agreement through this **Second Amendment**.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **DIRECTV** hereby agree to amend the original agreement as follows:

1. Term

The **Parties** hereby agree to extend the original agreement until June 30, 2028. The **Parties** further agree that this agreement may be renewed by mutual agreement of the **Parties**, in writing, for an additional four (4) 5-year terms.

SECOND AMENDMENT TO THE AGREEMENT
between
SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T
OKLAHOMA, assigned to DIRECTV, LLC
And
THE CITY OF MIDWEST CITY

10. NOTIFICATION

DIRECTV, and its contractors, or subcontractors will, for other than routine or emergency repairs:

a. Notify the City of Midwest City as to the location, the scope and the length of time the work to be completed. This includes all improvements of any existing infrastructure.


b. Any landscape and/or streets that are damaged, will be returned to the original state before the work began. This will include but not limited to signage, fencing, sod, trees and other items as determined by the appropriate city official.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SECOND AMENDMENT TO THE AGREEMENT
between
SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T
OKLAHOMA, assigned to DIRECTV, LLC
And
THE CITY OF MIDWEST CITY

Signed on this 24th day of April, 2023.

Provider: DIRECTV, LLC

By: 

Name: Scott J. Alexander

Title: Senior Director, External Affairs

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

SECOND AMENDMENT TO THE AGREEMENT
between
SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T
OKLAHOMA, assigned to DIRECTV, LLC
And
THE CITY OF MIDWEST CITY

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

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY



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

To: Honorable Mayor and Council

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

Date: May 16th, 2023

Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from FT Construction Company, Inc. in the amount of \$1,957.86 respectively.

The two year maintenance bonds from FT Construction Company, Inc. are for the public storm sewer line improvements constructed for the Casey's Retail Store located at the intersection of Reno Avenue and Post Road.

Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond Number: LFB7442776

KNOW ALL BY THESE PRESENTS that we, FT Construction Company, Inc.,
as Principal, and Old Republic Surety Company
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation
in the state of Oklahoma, in the full and just sum of One Thousand, Nine Hundred Fifty-Seven and 86/100 dollars
(\$ 1,957.86), such sum being not less than ten percent (10%) of the total contract price to
construct or install Public Storm Sewer for Casey's #4018 (the
"Improvement"), for a period of 2 years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and The City of Midwest City, dated the 18th day of
October, 20 22, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 3rd day of April, 20 23.

ATTEST:

Mary Sullaway
Secretary Mary Sullaway

FT Construction Company, Inc.
Principal

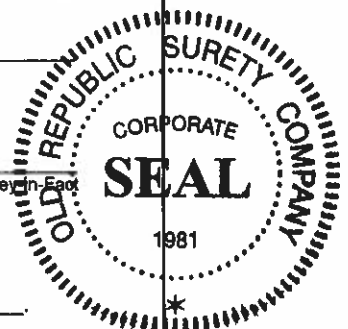
By Randal Tate
Randal Tate, Vice President

ATTEST:

David Faust
Secretary David Faust

Old Republic Surety Company
Surety

By Matthew Pavlich
Matthew Pavlich, Attorney-in-Fact



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

City Attorney

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

City Clerk

Mayor



OLD REPUBLIC SURETY COMPANY

LFB7442776

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID E. FAUST, MATTHEW A. PAVLICH, OF BARTLESVILLE, OK

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of NOVEMBER, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlich

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of NOVEMBER, 2022, personally came before me, Alan Pavlich and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2026



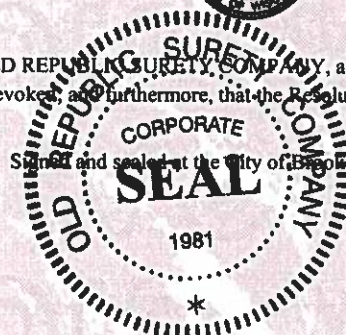
(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-8110

Signed and sealed at the City of Bartlesville, WI this 3rd day of April, 2023



Karen J. Haffner

Assistant Secretary

BONDPRO, INC.

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

PROJECT NAME: CASEY'S GENERAL STORE

PROJECT LOCATION: 10012 E. BEND AVE M.W.C.

TYPE OF CONSTRUCTION: PUBLIC IMPROVEMENTS

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 19,578.63 in the City of Midwest City, Engineering Division Inspection Fees.

CASEY'S MARKETING COMPANY

By Britni Anderson
OWNER

Date: APRIL 17, 2023

STATE OF Iowa)
COUNTY OF DDIK)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 17 day of April, 2023, personally appeared BRITNI ANDREASSEN, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: April 7, 2025

Mikael Lage
NOTARY PUBLIC



CONTRACTOR'S LIEN WAIVER

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

By [Signature]
CONTRACTOR

Date: 17 April 23

STATE OF Oklahoma)
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 17 day of April, 2023, personally appeared Archie Morrison Jr, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: August 15, 2024



Tracey King
NOTARY PUBLIC



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

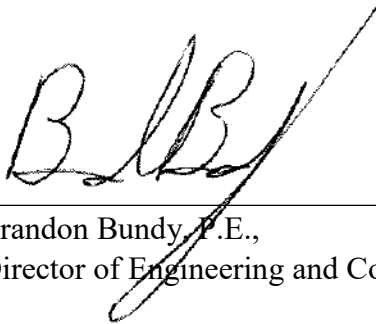
DATE : May 16, 2023

SUBJECT : Discussion, consideration, and possible action of approving Change Order #02 with the Oklahoma Department of Transportation for TAP-255D(510)AG, State Job Number 33269(04), Rail with Trail for \$45,669.00.

The attached change order is for the Rail with Trail project known as Bomber Rail Trail Phase 2/3. This change order occurred from a desire by staff to clear more of the railroad corridor than originally designed. Those areas cleared are in response to:

- Citizen request to clean up the corridor on the south side of the rail road tracks.
- Improve the construction process, yielding a better overall product.
- Completing something during construction that will likely be needed eventually; saving Public Works Department from doing it later and making maintenance more efficient.

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



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

Attachment

Oklahoma Department of Transportation Change Order

Contract ID	220321	Primary County	OKLAHOMA	Primary PCN	33269(04)
Change Order Nbr	002	Project	TAP-255D(510)AG		
Contract Description	PEDESTRIAN IMPROVEMENTS (TRAIL CONSTRUCTION) RAILROAD TRAIL: FROM QUINLAN PARK, EXTEND SOUTHEAST IN MIDWEST CITY. PROJECT LENGTH = 1.016 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	Status	Pending		

General Change Order Description(s): This change order requests additional clearing and grubbing prorated from the original bid price of LI 001 (Clearing and Grubbing). The original clearing and grubbing pay item was limited to the area between stations 30+00 - 36+50, as stated in note 2 of the plans. This did not include the area needed for the trail itself. There is also an additional tree that needs to be removed at station 304+95 included in this change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
---------	---------	------	-----------	------	------------	---------	------------------	-------------	-----------------	------------------

33269(04)	8001	0100	201(A)1200	LS	\$42,869.00	0.00	0.00	1.00	1.00	
Item Description: CLEARING AND GRUBBING Supplemental Description 1: Additional clearing and grubbing Supplemental Description 2:										This Change: \$42,869.00 Prev Revised: \$0.00 New Revised: \$42,869.00 Bid Contract: \$0.00 Net Change: \$42,869.00 PCT Change: 100.00 %
Explanations: This item is for additional Clearing and Grubbing outside of the area designated in the plans. The original pay item LI 001 (Clearing and Grubbing) was bid at \$75,000 to include 3,635.42 SY (\$20.63/SY). The contractor had to remove additional areas for the proposed trail and those areas were not indicated in the plans. The additional area was calculated from an aerial provided by the City of Midwest City. Calculations were prorated from the original pay item. New area: 2,078 SY's X \$20.63 = \$42,869.14										

33269(04)	8002	0100	240(A)2210	EA	\$2,800.00	0.00	0.00	1.00	1.00	
Item Description: REMOVING TREES 13" TO 18" IN DIAMETER Supplemental Description 1: Tree removal at Station 304+95 Supplemental Description 2:										This Change: \$2,800.00 Prev Revised: \$0.00 New Revised: \$2,800.00 Bid Contract: \$0.00 Net Change: \$2,800.00 PCT Change: 100.00 %
Explanations: This item is needed to pay for the removal of one tree at station 304+95.										

TOTAL VALUE FOR CHANGE ORDER 002 : \$45,669.00

Contract Time Adjustments	
Adjusted No. of Days:	10.00
Explanation:	The contractor requests 10 days to complete the additional clearing and grubbing. Work started 03/06/2023, contract time is 120 days + 10 additional = 130 days. The expected completion date is 07/14/2023.

Contract ID	220321	Primary County	OKLAHOMA	Primary PCN	33269(04)
Change Order Nbr	002	Project	TAP-255D(510)AG		

Prime Contractor's Section

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


Shane Allen

 Signature Name(Printed)

VP

 Company Title

Subscribed and sworn before me this 24 day of April year of 2023

My commission expires 05/04/24



 Notary Public

20004796

 Commission Number



Oklahoma Department of Transportation Section

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

P.E. Seal

Residency Administration(R)	Department Personnel	Approval Date
Field Division Administration(R)	Anderson, Kaitlyn	
Construction Administration(R)	January, Trenton	
Central Office Administration(R)	McIntosh, Derek Lee	
	Leonard, John B.	



Kaitlyn Anderson

 Signature

4/27/2023

 Approval Date

Signature

Contract ID	220321	Primary County	OKLAHOMA	Primary PCN	33269(04)
Change Order Nbr	002	Project	TAP-255D(510)AG		

Local Government Section

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

City/County Official

Date Acknowledged



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

To: Honorable Mayor and Council

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

Date: May 16th, 2023

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055230117 from the State Department of Environmental Quality for the Parkway mobile home park expansion at 10301 S.E. 29th Street, Midwest City, Oklahoma.

Enclosed is Permit No. WL000055230117 for the construction of 4478 linear feet of six (6) inch PVC water line and all appurtenances to serve the Parkway mobile home park expansion at 10301 S.E. 29th Street, Midwest City, Oklahoma.

Patrick Menefee, P.E.,
City Engineer
Attachment

March 07, 2023

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

Re: Permit No. WL000055230117
Waterline to serve Parkway Expansion
Facility No. 1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055230117 for the construction of 4,478 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the Waterline to serve Parkway Expansion, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on March 07, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,



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

AS/RC/md

Enclosure

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

PERMIT No. WL000055230117

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

March 07, 2023

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 4,478 linear feet of six (6) inch PVC potable waterline and all appurtenances to serve the Waterline to serve Parkway Expansion, located in SW/4 of Section 7, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved March 07, 2023.

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

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

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,000 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000055230117

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

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

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



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

AS



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Emily Richey, Current Planning Manager
Tami Anderson, Executive Assistant
Petya Stefanoff, Comprehensive Planner

To: Chairman and Planning Commission

From: Emily Richey, Current Planning Manager

Date: May 2, 2023

Subject: Discussion, consideration, and possible action of a correction of an error in the zoning redistrict of Ordinance No. 3463 approved by the City Council October 26, 2021.

Following approval of an ordinance to redistrict the property addressed as 9035 E. Reno at the October 26, 2021 City Council meeting, staff noticed that the zoning district is incorrect. The zone is misidentified as a PUD, Planned United Development instead of a SPUD, Simplified Planned Unit Development. Due to the size of the property being less than two (2) acres, a SPUD is what is applicable. This is a request to correct the error to fix the zoning district classification.

Action Required:

Approve or reject the correction to the scrivener's error.

Emily Richey
Current Planning Manager

1 PC-2098

2 ORDINANCE NO. 3463

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 PUD, Planned Unit Development, subject to the conditions contained in the PC-2098 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the
13 property's zoning district as specified in this ordinance:

14 The unplatted part of the SW/4 of Section 36, T12N, R2W, Beginning 632.02 FT E of the
15 SW/C of the SW/4 Thence N200FT, E100FT, S200FT, W100FT to the Point of
16 Beginning.

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

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

22 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
23 on the 14 day of December, 2021.

24 THE CITY OF MIDWEST CITY,
25 OKLAHOMA



26 Matthew D. Dukes II
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 Sara Hancock
30 SARA HANCOCK, City Clerk

31 APPROVED as to form and legality this 16th day of December, 2021.

32 Donald Maisch
33 DONALD MAISCH, City Attorney



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

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager

Date: May 16, 2023

Subject: Discussion, consideration, and possible action of appointing Aaron Budd to the Urban Renewal Authority for a three-year term ending July 31, 2026.

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

Mr. Budd attended Point Loma Nazarene University, where he graduated magna cum laude with a degree in Business Administration. He then attended the University of San Diego School of Law, while he served as a member of the San Diego Law Review and with the Entrepreneurship Clinic. He graduated with a concentration in Business and Corporate Law. He has been involved in estate planning and business planning for over a decade, during which time he spent four years as general counsel of a national financial services firm. Mr. Budd is a frequent lecturer and speaker on estate planning and business related matters, and has taught continuing education programs through the Oklahoma Real Estate Commission and with the Oklahoma Banker's Association.

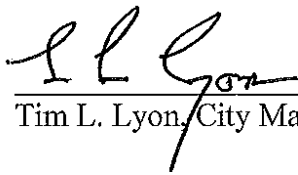
Mr. Budd is an active member of our Chamber of Commerce and community, previously serving as the Midwest City delegate to the Regional Transportation Authority of Central OK and as a Ward 2 representative on our Park & Recreation Board since May 2017.

Currently Mr. Budd has resigned from all positions due to the Mayor's nomination for him to serve on the Urban Renewal Authority. According to Title 11 O.S. §38-118, "No Commissioner or other officer of any Urban Renewal Authority, Board or Commission exercising the powers pursuant to this article shall hold any other public office under the municipality other than his commissionership or office with respect to such Urban Renewal Authority."

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

Midwest City Urban Renewal Authority Trustees (Mayor appointed/Council approved – 3 year terms – Governed by State Statute and City Ordinance)

	Original Appointment	Term Expiration
Dave Herbert	09-14-04	07-31-25
Jack Fry	07-28-20	07-31-23
Sherry Bearid	06-13-17	07-31-23
Wade Moore	07-27-21	07-31-24
Vacant Seat		



Tim L. Lyon, City Manager



AB LEGACY LAW, PLLC

9104 Pine Creek Drive
Midwest City, OK 73130
Phone 405-990-9472
aaron@ablegacylaw.com

April 25, 2023

David Clampitt

RE: Resignation as Ward 2 Representative for Midwest City Park Board

Mr. Clampitt:

I am writing you to notify you, as chairman of the Midwest City Parks and Recreation Board (the "Board"), that I am resigning from the Board, effective immediately. My time on the Board has been fantastic and I deeply respect all of the Board members and City staff that make our City such a great place to live. Unfortunately, for me to meet other obligations, I am unable to consider to serve the City as Ward 2's representative.

Please do not hesitate to contact me if you have any questions or concerns.

Respectfully,

Aaron Budd



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

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : May 16, 2023

SUBJECT : Discussion and consideration, and possible action of, of reappointing Shawn Sisson to a three year term for the City of Midwest City Plumbing, Gas, and Mechanical Board ending May 26, 2026.

In accordance with Sec. 9-190 of the Municipal Code, the Plumbing, Gas, and Mechanical Board consisting of six (6) members of the plumbing, gas and mechanical trade (shall include at least one (1) master of each of the trades). The board members shall be appointed by the city council for terms of three (3) years, and each shall serve until his successor is appointed and qualified, unless sooner proved for cause. The board members shall have been actively engaged in their respective businesses or trades for a period of not less than two (2) years immediately preceding the date of appointment, and each shall be a citizen of the city with qualifications of an elector.

The next meeting of the Plumbing, Gas, and Mechanical Board is scheduled for 09/23/2023 at 8:15 AM.

Shawn Sisson (Plumbing) is qualified to serve on the board per ordinance. He was first appointed to the board in 2019 and would be honored to be considered for this appointment once again.

Current members are as follows:

	Qualifier	Expires
Shawn Sisson	Plumbing	<i>Expired</i>
Steven Bagwell	Mechanical, W3	05/28/2024
Steve Franks	Mechanical	05/28/2024
Scott Wiggy	Plumbing/ Mech/Gas, W4	12/09/2025
Gary Perkins	Plumbing, W6	12/09/2025
David Waller	Plumbing/Gas, W3	12/09/2025

Randall J. Fryar

Randall J. Fryar
Chief Building Official



DISCUSSION ITEMS





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 Councilmembers

FROM: Tim Lyon, City Manager

DATE: May 16, 2023

SUBJECT: Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 40, Taxation; Article II, Sales Tax; Section 40-44, Limited-Purpose Tax; Sales Subject to tax; fifty-five hundredths (0.55) of one (1) percent ; providing for repealer and severability.

Please see the attached ordinance keeping the current City's sales tax rate in place.

The sales tax was originally adopted by a vote of the electors for the City of Midwest City in 2011. The tax is set to sunset either on January 1, 2025 or upon the payment of the capital improvements on the Northside Wastewater Treatment Plant and payment of all debt service for the capital improvement, whichever occurs earlier. Current projections on completion of the payments for the capital improvements and the debt service are approximately January 1, 2024. While the capital improvement and debt service on the Northside Wastewater Treatment Plant will be completed and paid, the City has a need to continue this sales tax.

The City has identified approximately one hundred (100) additional capital improvement projects that either currently lack funding or are underfunded. Those projects include improving drainage and stormwater controls throughout the City, improving sanitary sewer capacity for residents in the city, extending utility services throughout the City, improving supplies of water for residents of the City, and improving streets throughout the City. Additionally, there is little funding for the maintenance and improvement of the over thirty (30) parks located in Midwest City. The majority of these parks are small, neighborhood parks that are used by the residents of the neighborhoods where the park is located. Much of the equipment and materials at the parks have outlived their useful life and are in need of being upgraded.

The re-purposing and continuation of this tax will assist in resolving both issues. The modification of this ordinance will require approval of the voters of the City of Midwest City pursuant to Title 68 of the Oklahoma Statutes Section 2701(B). If approved, this ordinance change will not result in either any new taxes or any tax increase.

Action is at the Council's discretion

Regards,

Tim Lyon
City Manager

1 or the wastewater collection lines; and for any consulting or supporting contracts
2 thereto.

3
4 b. One-fifth or twenty percent (20%) shall be expended and used to pay for the
5 construction of new, improvement or repair to, or operation of all current and future
6 city parks, and for any consulting or supporting contracts thereto.
7

8
9 (2) Nine (9) percent or four hundred ninety-five ten thousandths (.0495) of one (1)
10 percent of the additional excise tax levied pursuant to this section shall solely and only be used
11 for the following purposes and in the following manner as approved by the city council:
12

13 a. Three-quarters or seventy-five (75) percent shall be deposited into the fire
14 department fund capital outlay account, and shall be spent and expended only for capital
15 outlay items and projects necessary or appropriate for the fire department.
16

17 b. One-quarter or twenty-five (25) percent shall be deposited into the police
18 department fund capital outlay account, and shall be spent and expended only for capital
19 outlay items and projects necessary or appropriate for the police department.
20

21 (3) Nine (9) percent or four hundred ninety-five ten thousandths (.0495) of one (1)
22 percent of the additional excise tax levied pursuant to this section shall be deposited into the
23 streets fund, and shall be spent and expended only for streets, parks, trails/sidewalks and public
24 transportation as approved by the city council.
25

26 (4) Nine (9) percent or four hundred ninety-five ten thousandths (.0495) of one (1)
27 percent of the additional excise tax levied pursuant to this section shall be deposited into the
28 general government capital outlay and operations fund, which shall be established as a separate
29 operating fund, and which shall be spent and expended only for capital outlay and projects, and
30 general operating needs of the general fund departments such as, but not limited to,
31 neighborhood services, parks and recreation, city manager, finance, information technology,
32 human resources, community development, city attorney, city clerk and general government, as
33 approved by the city council.
34

35 (b) For purposes of this section, "capital outlay" shall include, but not be limited to, the
36 purchase or acquisition of machinery, vehicles, equipment, furniture, interests in land, buildings
37 and improvements other than buildings, and construction, reconstruction or improvements to
38 real property. Monies in the limited-purpose tax funds described in subsections ~~(a)(2)~~ (a)(1)
39 through (a)(4) of this section shall be accumulated from year to year and shall be placed in an
40 insured interest-bearing account and the interest that accrues on the fund shall be retained in that
41 fund. The limited-purpose tax funds shall be nonfiscal and shall not be considered in computing
42 any levy when the city makes its estimate to the excise board for needed appropriations. Money
43 in the limited-purpose tax funds shall be expended only for the limited purposes described in the
44 respective subsections ~~(a)(2)~~ (a)(1) through (a)(4) of this section, for that fund. Monies in the
45 limited-purpose tax funds may be appropriated only for the purposes provided by law.

1 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
2 repealed.

3
4 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
5 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
6 of the ordinance.

7
8 Ordinance Amendments PASSED AND APPROVED by a vote of the people of the City of
9 Midwest City, Oklahoma, this _____ day of _____, 2023.

10
11 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
12 this 16th day of May, 2023.

13
14
15 **THE CITY OF MIDWEST CITY, OKLAHOMA**

16
17
18
19 _____
20 MATTHEW D. DUKES, II, Mayor

21 ATTEST:

22
23
24 _____
25 SARA HANCOCK, City Clerk

26
27 Approved as to form and legality this _____ day of _____, 2023.

28
29
30 _____
31 DONALD D. MAISCH, City Attorney

32
33

1 or the wastewater collection lines; and for any consulting or supporting contracts
2 thereto.

3
4 b. One-fifth or twenty percent (20%) shall be expended and used to pay for the
5 construction of new, improvement or repair to, or operation of all current and future
6 city parks, and for any consulting or supporting contracts thereto.
7

8
9 (2) Nine (9) percent or four hundred ninety-five ten thousandths (.0495) of one (1)
10 percent of the additional excise tax levied pursuant to this section shall solely and only be used
11 for the following purposes and in the following manner as approved by the city council:
12

13 a. Three-quarters or seventy-five (75) percent shall be deposited into the fire
14 department fund capital outlay account, and shall be spent and expended only for capital
15 outlay items and projects necessary or appropriate for the fire department.
16

17 b. One-quarter or twenty-five (25) percent shall be deposited into the police
18 department fund capital outlay account, and shall be spent and expended only for capital
19 outlay items and projects necessary or appropriate for the police department.
20

21 (3) Nine (9) percent or four hundred ninety-five ten thousandths (.0495) of one (1)
22 percent of the additional excise tax levied pursuant to this section shall be deposited into the
23 streets fund, and shall be spent and expended only for streets, parks, trails/sidewalks and public
24 transportation as approved by the city council.
25

26 (4) Nine (9) percent or four hundred ninety-five ten thousandths (.0495) of one (1)
27 percent of the additional excise tax levied pursuant to this section shall be deposited into the
28 general government capital outlay and operations fund, which shall be established as a separate
29 operating fund, and which shall be spent and expended only for capital outlay and projects, and
30 general operating needs of the general fund departments such as, but not limited to,
31 neighborhood services, parks and recreation, city manager, finance, information technology,
32 human resources, community development, city attorney, city clerk and general government, as
33 approved by the city council.
34

35 (b) For purposes of this section, "capital outlay" shall include, but not be limited to, the
36 purchase or acquisition of machinery, vehicles, equipment, furniture, interests in land, buildings
37 and improvements other than buildings, and construction, reconstruction or improvements to
38 real property. Monies in the limited-purpose tax funds described in subsections (a)(1) through
39 (a)(4) of this section shall be accumulated from year to year and shall be placed in an insured
40 interest-bearing account and the interest that accrues on the fund shall be retained in that fund.
41 The limited-purpose tax funds shall be nonfiscal and shall not be considered in computing any
42 levy when the city makes its estimate to the excise board for needed appropriations. Money in
43 the limited-purpose tax funds shall be expended only for the limited purposes described in the
44 respective subsections (a)(1) through (a)(4) of this section, for that fund. Monies in the limited-
45 purpose tax funds may be appropriated only for the purposes provided by law.
46

1 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
2 repealed.

3
4 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
5 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
6 of the ordinance.

7
8 Ordinance Amendments PASSED AND APPROVED by a vote of the people of the City of
9 Midwest City, Oklahoma, this _____ day of _____, 2023.

10
11 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
12 this 16th day of May, 2023.

13
14
15 **THE CITY OF MIDWEST CITY, OKLAHOMA**

16
17
18
19 _____
20 MATTHEW D. DUKES, II, Mayor

21 ATTEST:

22
23
24 _____
25 SARA HANCOCK, City Clerk

26
27 Approved as to form and legality this _____ day of _____, 2023.

28
29
30 _____
31 DONALD D. MAISCH, City Attorney

32
33



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 Councilmembers

FROM: Tim Lyon, City Manager

DATE: May 16, 2023

SUBJECT: Discussion, consideration, and possible action of passing and approving a resolution of the City of Midwest City, Oklahoma, authorizing the calling and holding of a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, September 12, 2023 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, the question for their approval or rejection of approving Ordinance No. ____ relating to the excise tax.

Please see the attached resolution which authorizes the calling and holding of a special election to vote upon the proposed ordinance which provides for continuation of the four thousand fifteen ten thousandths (.4015) of one (1) percent of the sales tax.

The election resolution, if approved by the City Council, would set before the electors of the City of Midwest City the question of whether to modify the current sales tax, which is currently being used to assist in paying off the debt for the construction of the current Midwest City Wastewater Treatment Plant. Any such change in a sales tax is required to be placed on the ballot and voted on by the electors for the City of Midwest City pursuant to Title 68 of the Oklahoma Statutes, Section 2701(B).

The requested changes in the sales tax would change the use of the funds from payoff of the debt on the Wastewater Treatment Plant to 80% for capital improvement projects and 20% for park upkeep and improvements. Additionally, the change would remove the expiration date on the sales tax, which is currently January 1, 2025 or when the debt is paid off, whichever comes first.

This action will result in no new taxes or any tax increase.

Action is at the Council's discretion.

Regards,

Tim Lyon
City Manager

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

BE IT FURTHER RESOLVED that the City of Midwest City, through the adoption of Ordinance 1872, has provided for absentee ballots to be cast in the City of Midwest City’s municipal elections.

BE IT FURTHER RESOLVED that the polling places for the election, if held, shall be opened at 7:00 o’clock a.m. and shall remain open until and be closed at 7:00 o’clock p.m. on September 12, 2023.

Pursuant to Title 26 of the Oklahoma Statutes, Section 13-103(c), all precincts totally or partially contained within the limits of the City of Midwest City shall be open for election, except the City authorizes Precinct 244 to be closed. Precinct 244 is only partially contained within the limits and no registered voters reside within that portion.

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma this ____ day of _____, 2023.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD D. MAISCH, City Attorney

I, the undersigned City Clerk of the City of Midwest City, Oklahoma, hereby certify that the foregoing is true, correct and complete copy of a resolution of said city duly adopted by the governing body of said city at a meeting held on the date therein stated as the same appears in the minutes of said meeting on file in my office as part of the official records thereof.

(Seal)

SARA HANCOCK, City Clerk



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 Councilmembers

FROM: Tim Lyon, City Manager

DATE: May 16, 2023

SUBJECT: Discussion, consideration and possible action of issuing a proclamation calling for a special election in the City of Midwest, City, County of Oklahoma, State of Oklahoma, on Tuesday, September 12, 2023 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. _____ relating to the levy of an excise tax.

The election proclamation, if approved by the City Council, would set before the electors of the City of Midwest City the question of whether to modify the current sales tax, which is currently being used to assist in paying off the debt for the construction of the current Midwest City Wastewater Treatment Plant. Any such change in a sales tax is required to be placed on the ballot and voted on by the electors for the City of Midwest City pursuant to Title 68 of the Oklahoma Statutes, Section 2701(B).

The requested changes in the sales tax would change the use of the funds from payoff of the debt on the Wastewater Treatment Plant to 80% for capital improvement projects and 20% for park upkeep and improvements. Additionally, the change would remove the expiration date on the sales tax, which is currently January 1, 2025 or when the debt is paid off, whichever comes first.

This action will result in no new taxes or any tax increase.

Action is at the Council's discretion.

Regards,

Tim Lyon
City Manager

1 **ELECTION PROCLAMATION**

2
3 Pursuant to Resolution No. 2023-_____, duly adopted by the governing body of the City of Midwest City, Oklahoma, the Mayor of the City of Midwest City, for the purpose of an election to
4 amend City of Midwest City Ordinance, Chapter 40, Taxation; Article II, Sales; Section 40-44, Limited-Purpose Tax; Sales Subject to Tax; Fifty-Five Hundreds (0.55) of One Percent (1%),
5 hereby calls in the City of Midwest City, County of Oklahoma, State of Oklahoma:

6
7 **PROPOSITION**

8 Shall Ordinance No._____ be approved, amending the City Code of Midwest City, Chapter 40, Taxation, Article II, Sales Tax; Section 40-44 (a)(1), Limited-purpose tax;
9 sales subject to tax:

10 Seventy-three (73) percent or four thousand fifteen ten thousandths (.4015) of one (1) percent of the additional excise tax levied pursuant to this section shall be expended
11 and used for the following purposes and in the following manner:

12 a. Four-fifths or eighty percent (80%) shall be expended and used to pay for capital improvement projects for the City. As used in this section, the term “capital improve-
13 ment project” shall mean a project for the construction of new, repairs or improve-
14 ments to existing drainage/stormwater conveyances; improvement or repairs to roads
15 and/or bridges; the construction and/or maintenance of trails; repair, improvements,
16 and/or replacement to the wastewater resource and recovery facility and/or water
17 treatment plant; improvements or repairs to raw water lines; or construction of new,
improvements to or repairs to either the water distribution lines, or the wastewater
collection lines; and for any consulting or supporting contracts thereto.

18 b. One-fifth or twenty percent (20%) shall be expended and used to pay for the con-
19 struction of new, improvement or repair to, or operation of all current and future city
20 parks, and for any consulting or supporting contracts thereto.

21 The polling places for the election, if held, shall be opened at 7:00 o’clock a.m. and shall remain
22 open until and be closed at 7:00 o’clock p.m. on September 12, 2023.

23 Pursuant to Title 26 of the Oklahoma Statutes, Section 13-103(c), all precincts totally or partially
24 contained within the limits of the City of Midwest City shall be open for election, except the City
25 authorizes Precinct 244 to be closed. Precinct 244 is only partially contained within the limits and
no registered voters reside within that portion.

26 Be it further resolved that the City of Midwest City, through the adoption of Ordinance 1872, has
27 provided for absentee ballots to be cast in the City of Midwest City’s municipal elections.

28 All registered qualified electors residing within the boundaries of Midwest City shall be entitled
29 to vote for the amendment.

30 DATED AND ISSUED this _____ day of May, 2023.

31 THE CITY OF MIDWEST CITY, OKLAHOMA

32
33 _____
MATTHEW D. DUKES II, Mayor

34 ATTEST:

35 _____
SARA HANCOCK, City Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

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

DONALD D. MAISCH, City Attorney

I, the undersigned City Clerk of the City of Midwest City, Oklahoma, hereby certify that the foregoing is true, correct and complete copy of a proclamation of said city duly adopted by the governing body of said city at a meeting held on the date therein stated as the same appears in the minutes of said meeting on file in my office as part of the official records thereof.

SARA HANCOCK, City Clerk

(Seal)



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: May 16, 2023

RE: Discussion, consideration, and possible action of an ordinance amending the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-230, Capital improvement charges; providing for a repealer, severability and declaring an emergency. (D. Maisch – City Attorney).

The proposed amendments to Chapter 43 would modify Section 43-230 to remove the requirements to use the ninety cent (\$0.90) fee to pay the debt on the wastewater treatment facility and change the use of the fee to allow the fee to be used for wastewater system upgrades. Additionally, the amendments would eliminate the sunset provision in the ninety cent (\$0.90) fee.

On November 11, 2011 the Midwest City Council adopted a ninety cent (\$0.90) fee to assist with the payments for the construction of the wastewater treatment plant. This fee is set to expire on March 1, 2025, or when the debt is completely paid. At the current rate of payment from both the increase in sales tax and this fee, the debt is set to be completely paid on or before October 1, 2023.

The City has many other wastewater infrastructure needs including:

- Pipebursting throughout the wastewater collection system remove locations where clay pipe exist;
- Said pipebursting will also reduce infiltration and inflow from both stormwater and groundwater thereby reducing the amount of water being treated at the wastewater treatment plant, which will improve efficiency at the plant;
- Replacement of sewer pipe to enlarge capacity in areas of the City that are growing and expanding in population (and housing construction); and
- Maintenance and upgrade needs at the wastewater treatment plant.

The continuation of the fee would allow the City to create revenues for maintenance, upkeep and expansion of the wastewater system.

THIS AMENDMENT WOULD BE ACCOMPLISHED WITHOUT RAISING ANY CURRENT FEES. ALL FEE AMOUNTS WOULD REMAIN THE SAME. ALL THIS PROPOSAL WOULD DO WOULD BE TO REDIRECT THE FEE FOR WASTEWATER SYSTEM IMPROVEMENTS AND ELIMINATE THE SUNSET OF THE FEE.



City Attorney, Donald D. Maisch

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

Additionally, this proposed amendment would allow expenditure of the fee for new or replacement of existing lift stations, site preparation for construction and other infrastructure needs. The amendment would give the City Manager the authority to approve any such expenditure that has a cost of \$100,000 or less. Any expenditure over \$100,000 would require City Council approval. Finally, the amendment would eliminate the requirement that the fee could not be used to fund bonds or used to pay off indebtedness. This would allow the fee to be used to pay for a Clean Water State Revolving Fund Loan from the Oklahoma Water Resources Board, if one were to be obtained. Any such loan would be for the purposes of upgrades to the wastewater treatment plant or other sanitary sewer improvements.

This proposed amendment contains an emergency clause. This will require two votes to be taken, one to approve the amendments and the second to approve the emergency. These proposed amendments have not been heard by the Ordinance Review Committee, so there is no recommendation. Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 ~~(b) There shall be established a fee for the express purpose of directly funding or funding debt~~
2 ~~service in connection with the construction of Midwest City's northside pollution control facility.~~

3
4 ~~(1) Revenues from this fee shall be deposited in a nontransferable interest bearing~~
5 ~~account.~~

6
7 ~~(2) There~~ (6) In addition to the fee established in paragraph four (4) above, there is hereby added
8 a ninety cent (\$0.90) fee per one thousand (1,000) gallons of sewage billed to each customer to
9 fund this construction. This fee shall be of no further force or effect, and shall be discontinued
10 at the retirement of the related debt service, projected to be March 1, 2025 account.

11
12 ~~(3) Expenditures from this account shall only be made to fund, either directly or by funding~~
13 ~~bonded indebtedness, the construction of Midwest City's northside pollution control facility~~
14 ~~renovations. Expenditures may be made from this account for all costs of the construction~~
15 ~~including, but not limited to, engineering, site preparation, buildings, structures, furniture,~~
16 ~~equipment, software and other services or charges necessary or appropriate to complete the~~
17 ~~project or service related debt.~~

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

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

25
26 Ordinance Amendment PASSED AND APPROVED by the Mayor and the Council of the City of
27 Midwest City, Oklahoma, this _____ day of _____, 2023.

28
29
30
31
32 THE CITY OF MIDWEST CITY, OKLAHOMA

33
34
35 _____
36 MATTHEW D. DUKES, II, Mayor

37
38 ATTEST:

39
40
41 _____
42 SARA HANCOCK, City Clerk

43
44 Approved as to form and legality this _____ day of _____, 2023.
45

1
2
3 _____
4 DONALD D. MAISCH, City Attorney
5

6 **Section 4.** EMERGENCY. The City Council declares this ordinance to be an emergency, it being
7 immediately necessary for the preservation of the peace, health and safety of the City of Midwest
8 City and the inhabitants thereof that the provisions of this ordinance be put into full force and
9 effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect
10 and be in full force from and after its passage as provided by law.
11

12
13
14 Emergency Clause PASSED AND APPROVED by the Mayor and the Council of the City of
15 Midwest City, Oklahoma, this _____ day of _____, 2023.
16
17

18
19
20 THE CITY OF MIDWEST CITY, OKLAHOMA
21

22
23 _____
24 MATTHEW D. DUKES, II, Mayor
25

26 ATTEST:
27

28
29 _____
30 SARA HANCOCK, City Clerk
31

32 Approved as to form and legality this ____ day of _____, 2023.
33
34

35 _____
36 DONALD D. MAISCH, City Attorney
37
38

1 (6) In addition to the fee established in paragraph four (4) above, there is hereby added a
2 ninety cent (\$0.90) fee per one thousand (1,000) gallons of sewage billed to each customer to
3 fund this account.
4

5 **Section 2.** REPEALER. All other ordinances or parts of ordinances in conflict herewith are
6 hereby repealed.
7

8 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
9 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
10 of the ordinance.
11

12 Ordinance Amendment PASSED AND APPROVED by the Mayor and the Council of the City of
13 Midwest City, Oklahoma, this _____ day of _____, 2023.
14
15
16
17

18 THE CITY OF MIDWEST CITY, OKLAHOMA
19
20

21 _____
22 MATTHEW D. DUKES, II, Mayor
23

24 ATTEST:
25
26
27

28 _____
29 SARA HANCOCK, City Clerk
30

31 Approved as to form and legality this ____ day of _____, 2023.
32
33

34 _____
35 DONALD D. MAISCH, City Attorney
36
37

38 **Section 4.** EMERGENCY. The City Council declares this ordinance to be an emergency, it being
39 immediately necessary for the preservation of the peace, health and safety of the City of Midwest
40 City and the inhabitants thereof that the provisions of this ordinance be put into full force and
41 effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect
42 and be in full force from and after its passage as provided by law.
43

1 Emergency Clause PASSED AND APPROVED by the Mayor and the Council of the City of
2 Midwest City, Oklahoma, this _____ day of _____, 2023.

3
4
5
6
7 THE CITY OF MIDWEST CITY, OKLAHOMA
8

9
10 _____
11 MATTHEW D. DUKES, II, Mayor
12

13
14
15
16 ATTEST:

17
18
19 _____
20 SARA HANCOCK, City Clerk
21

22 Approved as to form and legality this _____ day of _____, 2023.
23

24
25 _____
26 DONALD D. MAISCH, City Attorney
27
28

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: May 16, 2023

Subject: (PC-2141) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from Planned Unit Development (“PUD”), [now a Simplified-Planned Unit Development (SPUD) after passage of the Scrivener's Error Agenda Item], governed by R-6, Single-Family Detached Residential District (“R-6”) and Restricted Commercial District (“C-1”) to C-1; and consideration of a resolution to amend the Comprehensive Plan from Commercial (“COM”) and Single-Family Detached Residential (“SFD”) to COM for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, OK, more particularly described as follows, to wit: Beginning at a point 632.02 feet East of the Southwest Corner of said SW/4; Thence, North 200 feet; Thence, East 100 feet; Thence South 200 feet; Thence, West 100 feet to the point of beginning, also known as 9035 E Reno AV.

Executive Summary: Mrs. Bonnie Patterson (“Applicant”) proposes to remodel the single-story building located at 9035 E Reno AV for use as a Child Care Center (Commercial Use Unit Classification 4.4.17), but such uses are not a permitted use in R-6.

The subject property presents a unique zoning situation: The former attached garage is zoned C-1 for the purpose of a professional office and the remainder of the structure is zoned R-6; therefore, a zoning amendment is necessary before the issuance of a building permit for the remodel.

Applicant has submitted a formal application requesting to amend the subject property from the PUD district, governed by R-6 and C-1 regulations, to the C-1 district. To do so first requires the approval of a resolution to amend the Comprehensive Plan to from COM-SFD to COM.

If the proposed amendment is approved, any future use classification allowed in the C-1 district would likely be permitted by right without public notice, public hearing or any further review by a public body.

The property sits on an arterial road that carries approximately 12,000 vehicles per day. It also lies about 600 feet east of N Douglas Boulevard in an area where there is a mixture of uses that are mostly commercial in nature. Staff feels like the application conforms to the Comprehensive Plan and recommends amending the Comprehensive Plan’s Land Use Map in addition to approving the zoning amendment request.

Both state and local public notification requirements were met. It appears the property meets development regulations for the C-1 district. At the time of this writing, staff has not received any public comments for or against this proposal. Planning Commission recommended approval, and action is at the discretion of the Council.



Dates of Public Hearings:

Planning Commission: May 2, 2023
City Council: May 16, 2023

Date of Pre-Development Meeting:

February 28, 2023

Council Ward: 3 **Owner:** Randy P. Patterson **Proposed Use:** Child Care Center

Size: The subject property has a frontage of 117.5' on E. Reno AV with a depth of 188' containing ± 22,090 ft.²

Development Proposed by Comprehensive Plan:

North: Commercial
South: Office/Retail; Medium Density Residential
East: Single-Family Detached Residential
West: Commercial

Zoning Districts:

North: Single-Family Detached Residential (R-6) w/ Special Use Permit (Church)
South: Restricted Commercial (C-1)
 High Density Residential (RHD)
East: Community Commercial (C-3)
West: Single-Family Detached Residential (R-6) w/ Special Use Permit (Church)

Land Use:

North: Connect Church
South: SSM Health Clinic, Two-family dwellings
East: Intertwined Hearts Ministry, Inc.
West: Connect Church

Comprehensive Plan Citation:

The future zoning is currently projected for Public/Semi-Public use.

4-20 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 need 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.

It should be noted that within recommended commercial areas, office uses and retail uses should be permitted as well; however, most commercial uses should not be permitted within office/retail areas.

4-15 Single-Family Detached Residential (SFD)

This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses,

and are in proximity to existing single-family residential land use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

The proposed use is partially supported by the Comprehensive Plan, except for SFD, therefore an amendment to the Comprehensive Plan Land Use Map via resolution is required prior to approving the zoning amendment request.

Municipal Code Citation:

2.18. – Restricted Commercial District (C-1)

2.18.1. *General Description.* This district is intended to provide a location for a limited number of retail commercial goods and personal services which serve the day-to-day needs of the residents of surrounding neighborhoods.

Because these shops and offices are lower intensity uses, they may be designed to be located along arterial streets in close proximity to housing areas or as limited service facilities in larger planned high density housing areas.

The district is limited to the types of uses that will not cause an adverse impact (i.e., noise, lighting, traffic) upon the surrounding area. Outdoor storage and display is not permitted.

History:

- October 24, 1959 Property annexed into Midwest City (Ord. 429)
- 1962 The 1708 ft.² structure erected
- May 5, 1981 Property purchased by Bob and Lue Ellen Patterson
- October 13, 1981 Amended from the R-1 zoning district into the Neighborhood Commercial (C-1) zoning district (PC-545) (Ord. 1736)
- January 10, 1996 Certificate of Occupancy issued for David E. Clampitt, C.P.A.
- December 15, 2015 Property transferred to Patterson Trust
- August 8, 2017 Randy P. Patterson acquires property from Patterson Trust
- October 26, 2021 Amended from the C-1 zoning district into a PUD (C-1/R-6)
- October 28, 2022 BP-22-2849 issued to Applicant for commercial remodeling project
- February 13, 2023 Stop Work Order issued for failing to obtain inspections by Inspector Colquitt

Next Steps:

Approval of the zoning amendment application will allow the Applicant to pursue additional permits leading to a Certificate of Occupancy.

Staff Comments

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

Property is served by a 5/8" meter tapped into a 30" main that lies on the south side of East Reno Avenue. Applicant has not outlined any improvements that would mandate an upgrade to existing facilities. Utility records indicate this address has on the system since before 1999.

Sanitary Sewerage Collection and Disposal

Property is tapped into an eight (8) inch interceptor on the north side of E Reno Avenue. Utility records indicate this address has been on the public sanitary sewer since before 2000.

Streets and Sidewalks

Access to the parcel is from East Reno Avenue. East Reno Avenue parallels the south side of the property and is classified as a secondary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application. City approved detention facilities were approved in the mid-1990s.

Easements and Right-of-Way

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

Fire Marshal's Comments:

There are no known fire code violations currently noted for the property.

The property must meet and maintain the requirements of Midwest City Ordinances Section 15.

Planning Division:

Staff met with the applicant February 28, 2023 for a Pre-Development meeting.

An error was discovered by staff in the published Public Hearing Notice (memo attached), and corrected notice was mailed out to same surrounding property owners as original notice on April 25, 2023.

Planning conferred with Public Works regarding water, sanitary sewer and trash services to determine the following:

- Initially, due to access issues, the City's Commercial Route Supervisor said a dumpster will not be able to service this location. A variance was granted to allow the use of a polycart. After further review by the Public Works Director, he proposes the applicant expand the west side of the drive to accommodate a sanitation truck.
- The property currently uses a 5/8" domestic water meter. The Line Maintenance Supervisor allows same for the proposed use of a Child Care Center as long as peak demand is under 35 gallons per minute.
- Property must be brought into compliance with Chapter 43, Article III, Division 6- Fats, Oils and Grease Control requirements for commercial establishments if so equipped.



ABOVE: Google Earth image of the subject site at 9035 E Reno AV.





Action Required:

Approve or reject the resolution to amend the Comprehensive Plan to COM, Commercial for the property noted herein; and to approve or reject an ordinance to redistrict to C-1, Restricted Commercial District.

Suggested Motion:

“To approve a resolution to amend the Comprehensive Plan Future Land Use Plan to Commercial for 9035 East Reno Avenue; and to approve the ordinance redistricting the same property to the Restricted Commercial zoning district, subject to Staff Comments found in the May 16, 2023 City Council agenda packet and made a part of the PC-2141 file.”

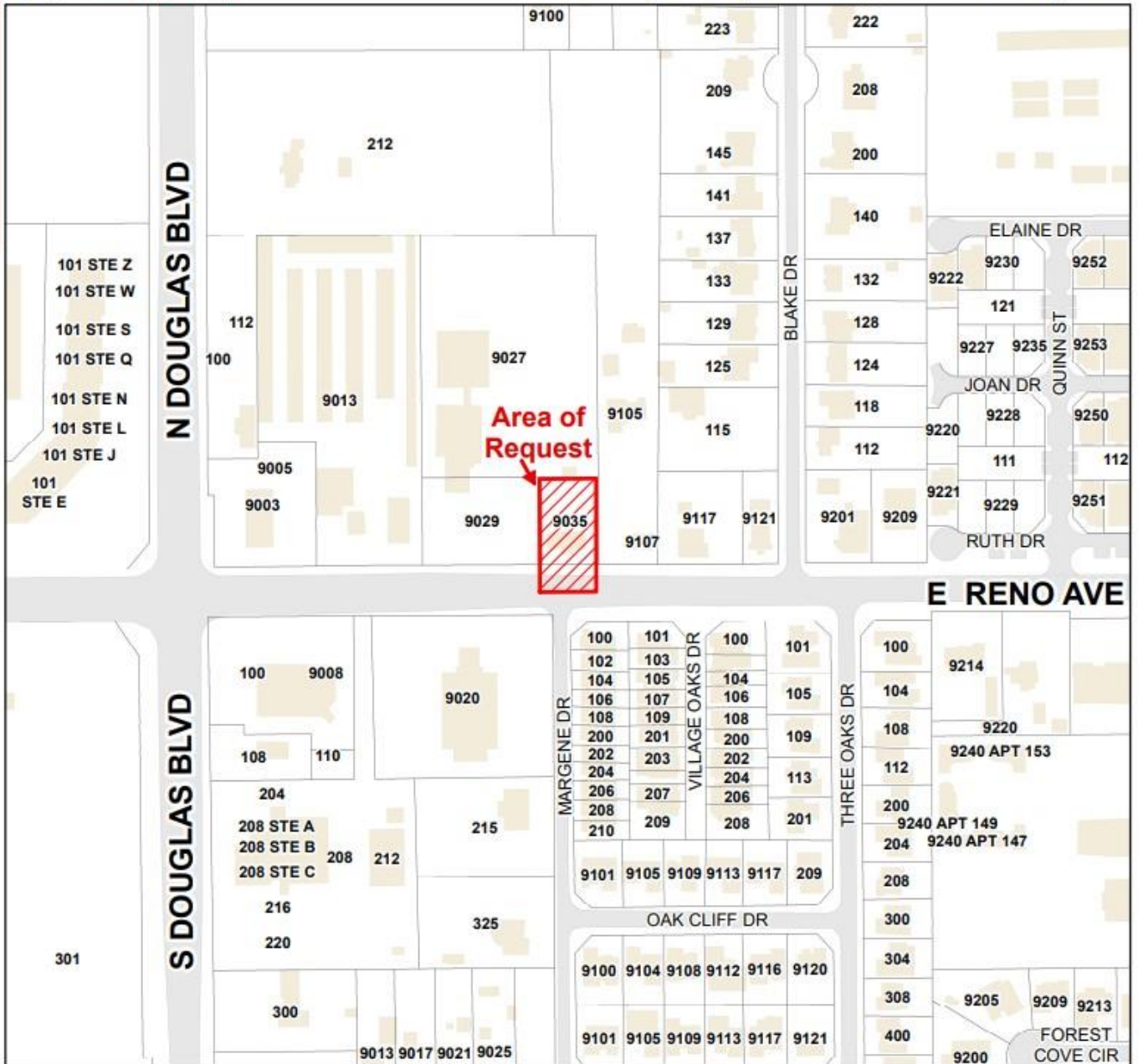
Please feel free to contact my office at (405) 739-1223 with any questions.

Emily Richey

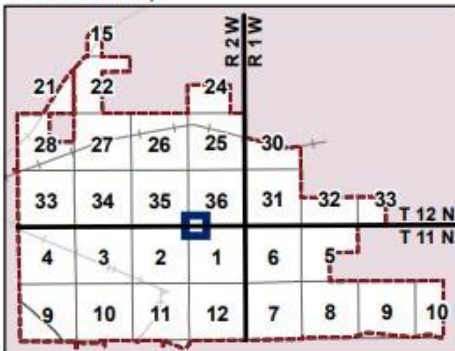
Current Planning Manager



Community Development / Information Technology - GIS



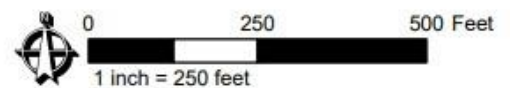
Locator Map



General Map Legend

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

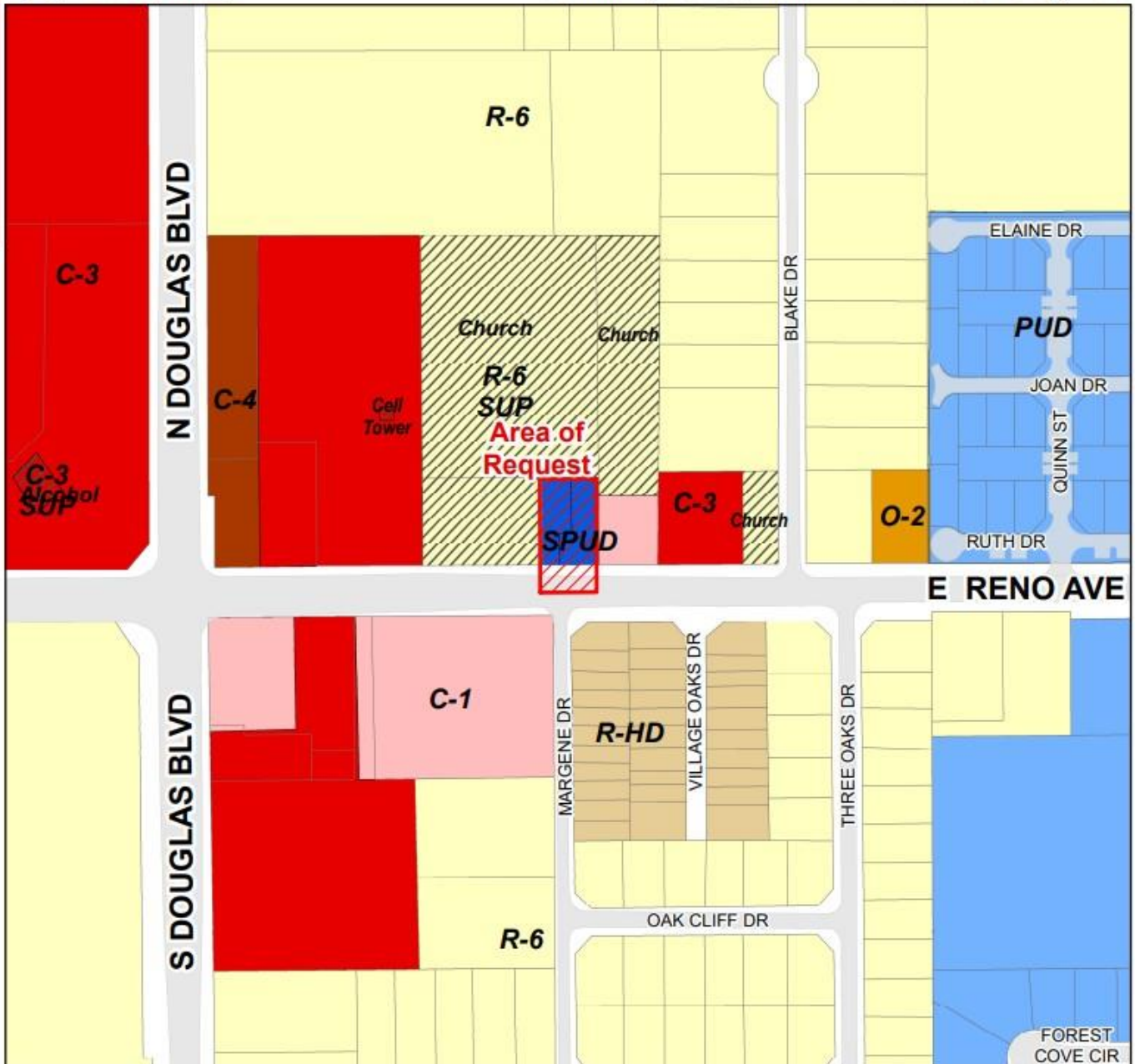
**GENERAL MAP FOR
PC-2141
(SW/4, Sec. 36, T12N, R2W)**



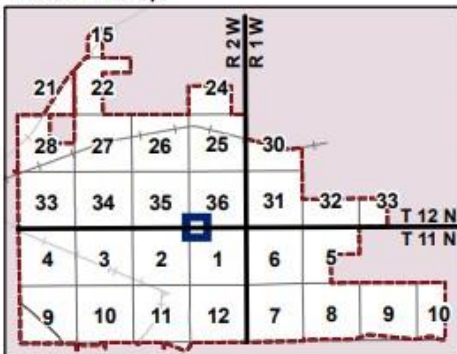
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Community Development / Information Technology - GIS



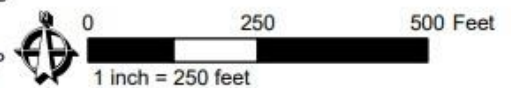
Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-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

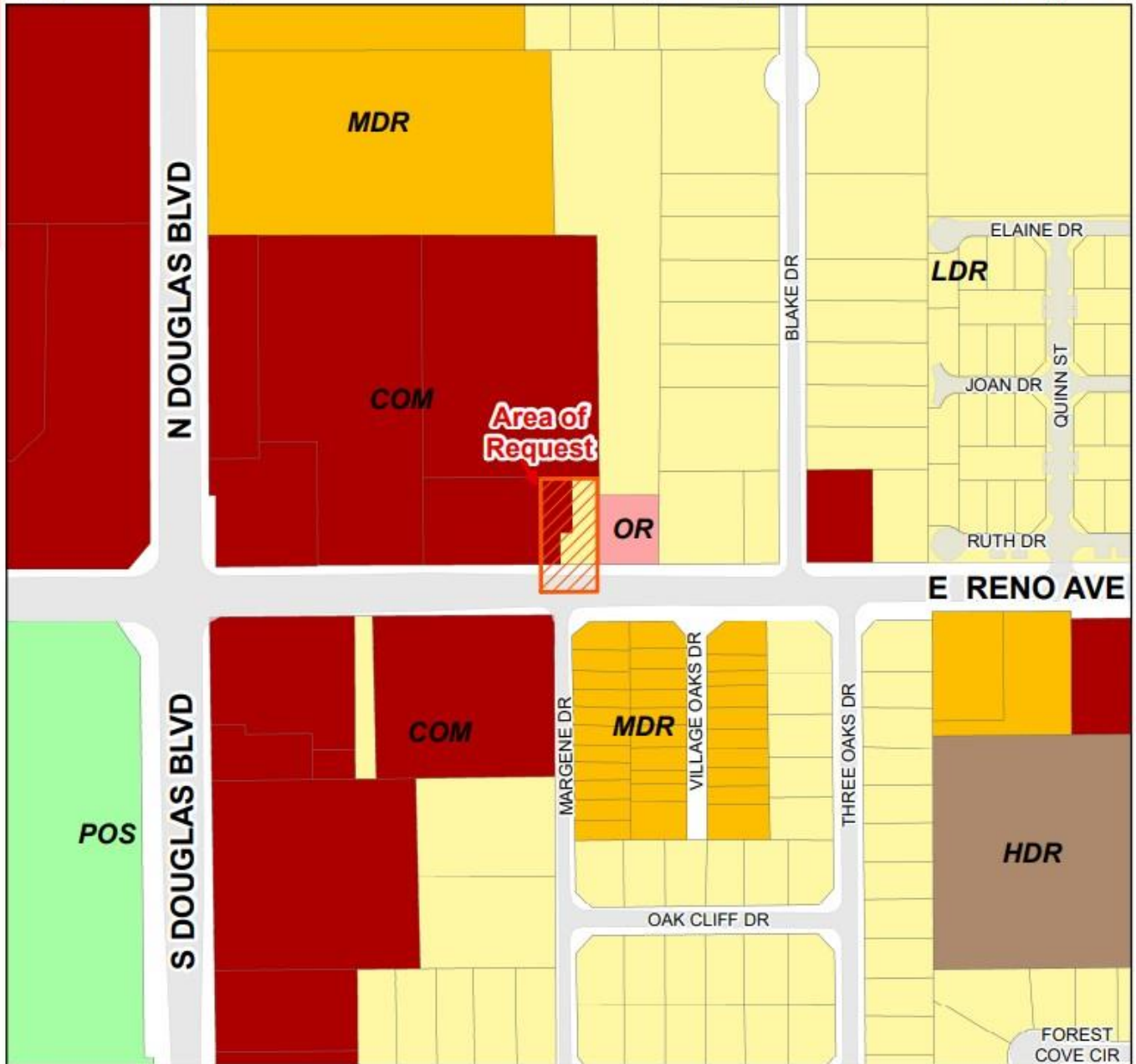
ZONING MAP FOR PC-2141 (SW/4, Sec. 36, T12N, R2W)



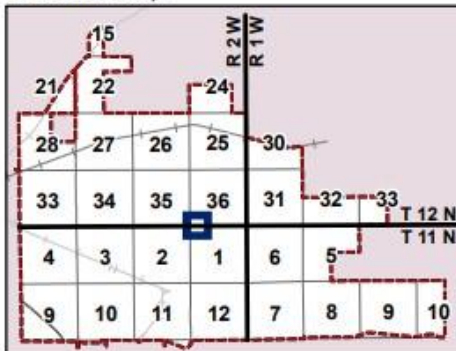
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Community Development / Information Technology - GIS



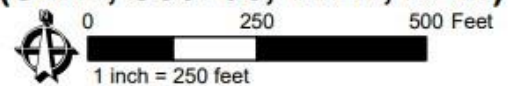
Locator Map



Future Land Use Legend

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

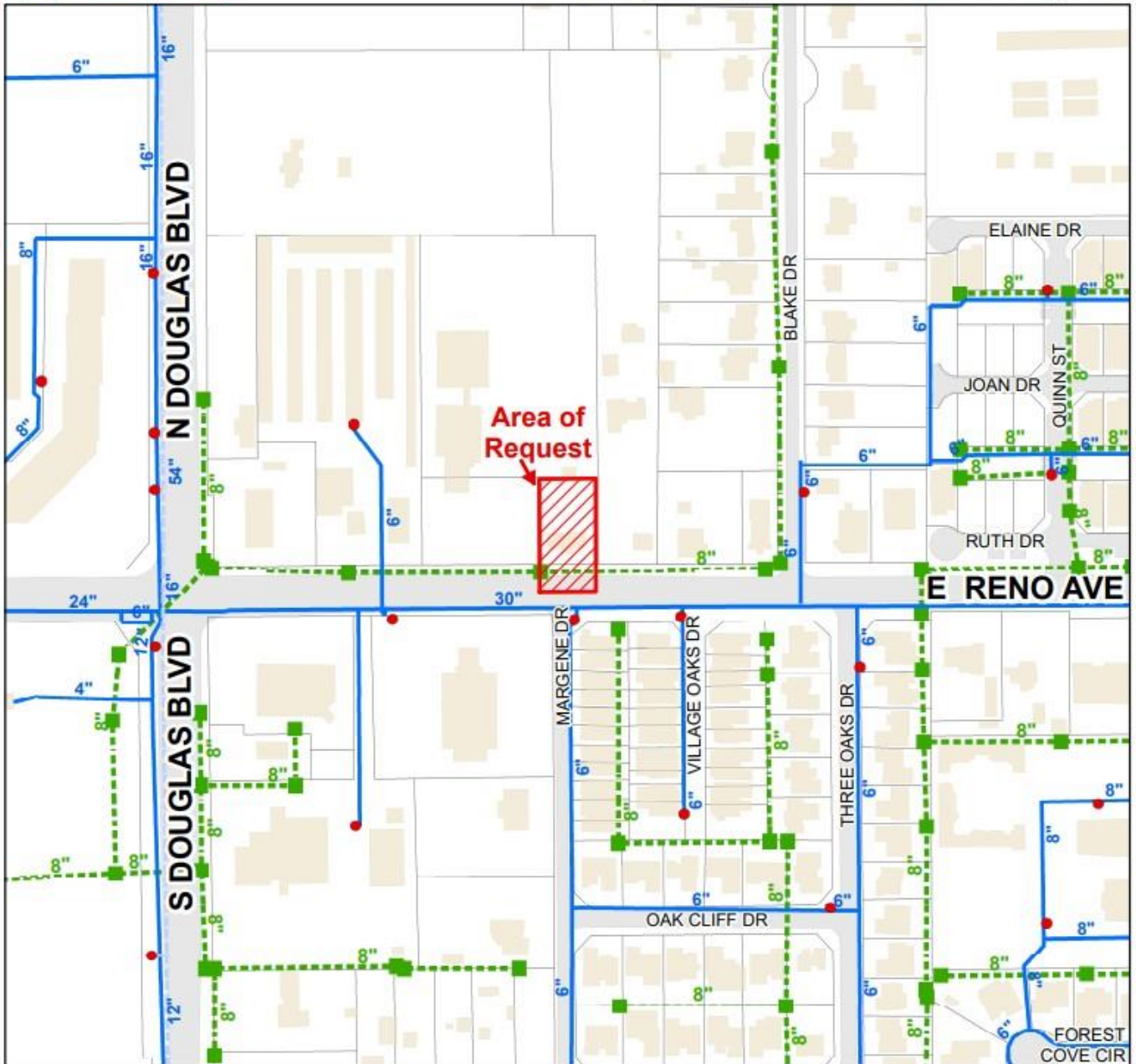
**FUTURE LAND USE
MAP FOR
PC-2141
(SW/4, Sec. 36, T12N, R2W)**



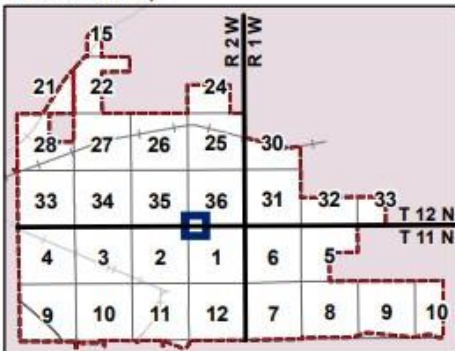
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Community Development / Information Technology - GIS



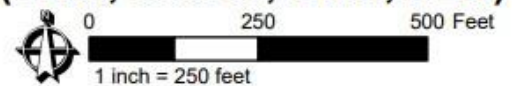
Locator Map



Water/Sewer Legend

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

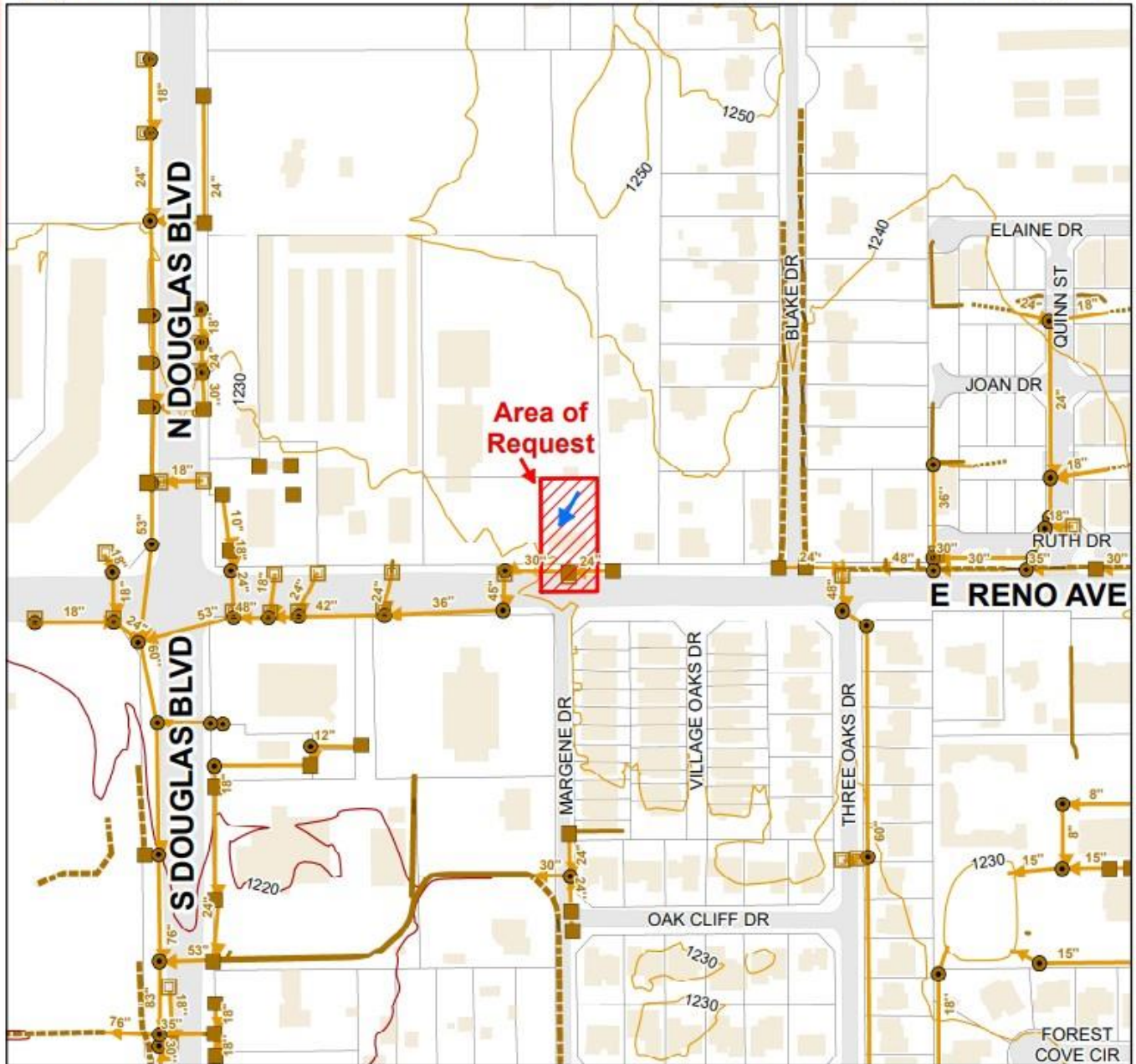
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2141
(SW/4, Sec. 36, T12N, R2W)**



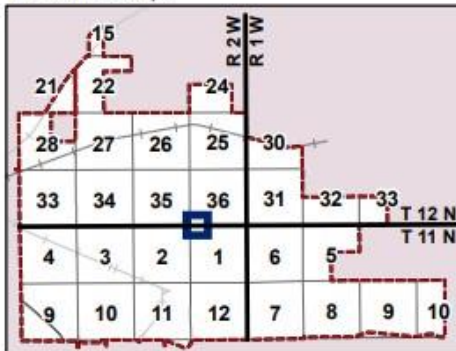
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Community Development / Information Technology - GIS



Locator Map

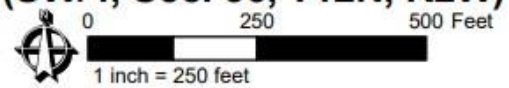


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

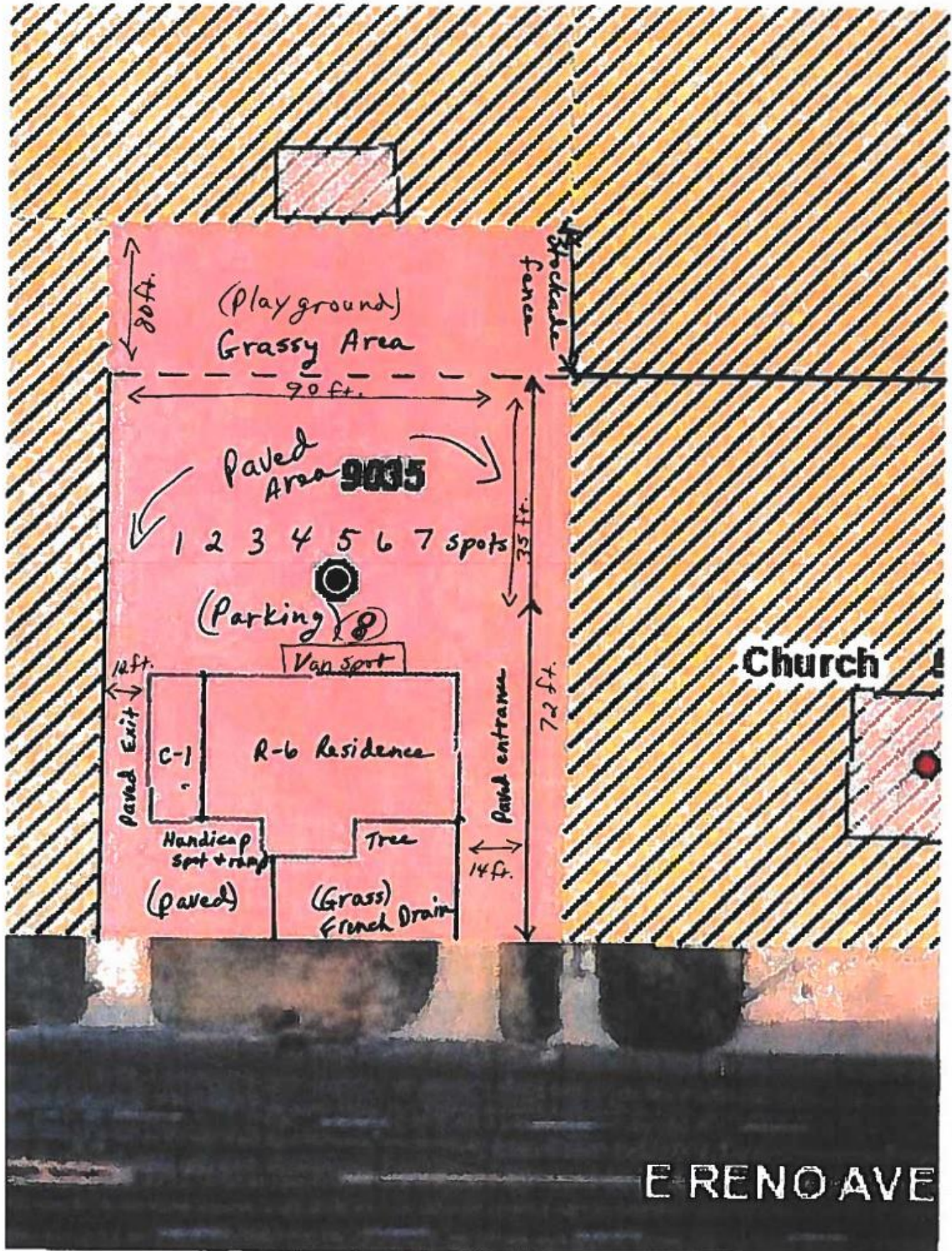
2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-2141 (SW/4, Sec. 36, 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.



A part of the Southwest Quarter (SW1/4) of Section Thirty-Six (36), Township Twelve (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma, more particularly described as follows, to-wit: BEGINNING at a point 632.02 feet East of the Southwest corner of said SW1/4; THENCE North 200 feet; THENCE East 100 feet; THENCE South 200 feet; THENCE West 100 feet to the point of beginning, also known as 9035 East Reno Avenue, Midwest

To Whom It May Concern :

I hereby grant my wife, Bonnie Patterson, permission to represent me in the rezoning process for the property located at 9035 E. Reno Midwest City, OK. She is free to speak on my behalf, sign necessary documents and attend all meetings in my place as it relates to this request. I give her power of attorney to handle this application and make decisions as needed.

Sincerely,

Randy P. Patterson
Randy P. Patterson

3-6-23



CR

Larry Stein Oklahoma County Assessor's Office



Ownership Radius Report

This Non-Official Report is for Account Number R156559510 and is a 300-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office. **Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.**

Oklahoma County Assessor
300 ft. Radius Report
9/1/2023

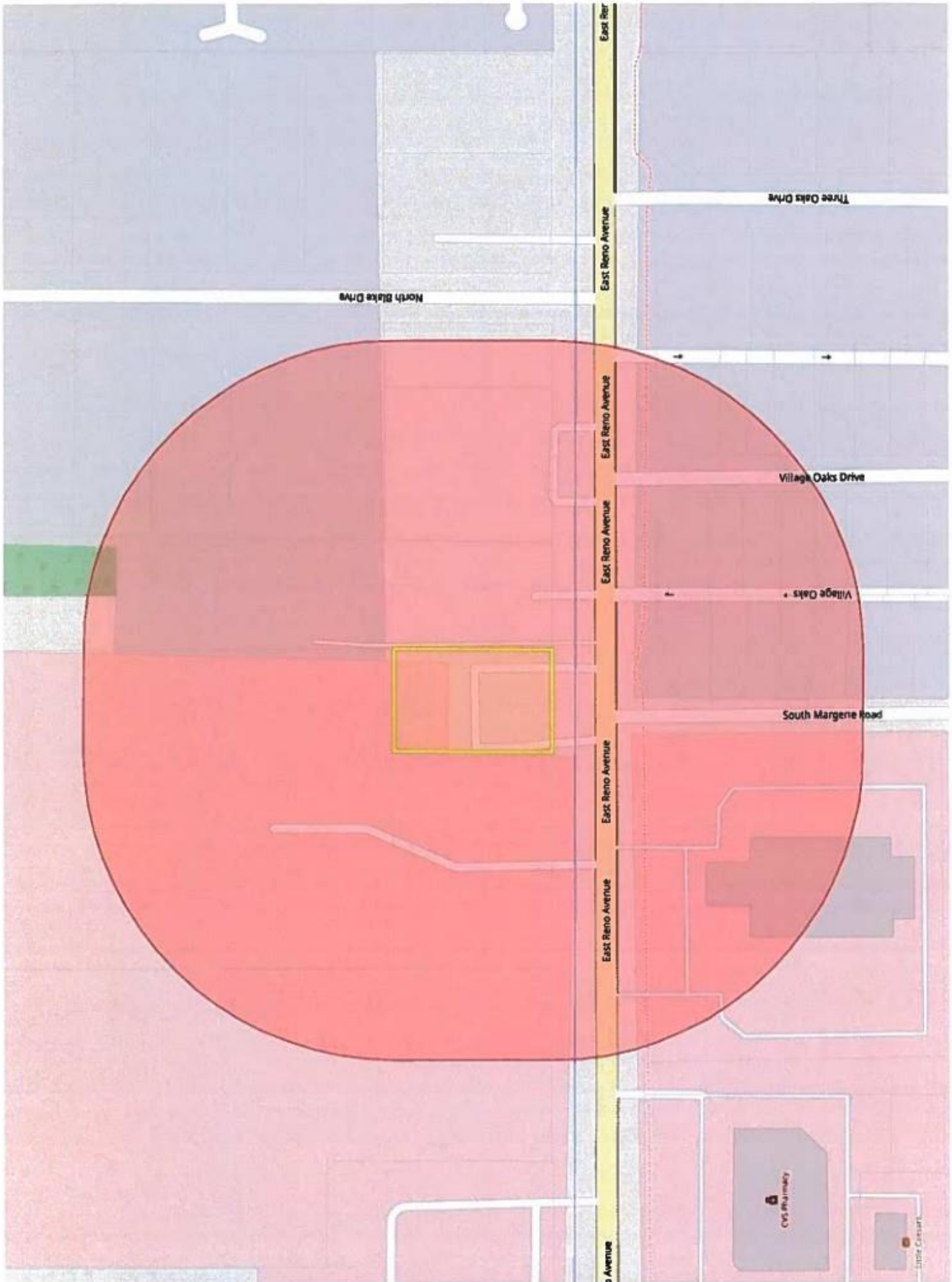
accountno	name1	name2	mailingaddress1	Shape	city	state	zipcode	subname	block	lot	legal	location
R156559502	MIDWEST PENTECOSTAL	HOLINESS CHURCH	1224 JET DR		OKLAHOMA CITY	OK	00000	UNPLTD PT SEC 36 12N 2W	000	000	UNPLTD PT SEC 36 12N 2W 000 000 PT SW4 SEC 36 12N 2W BEG 420.1F E OF SW/C OF SW4 N200FT E200FT S200FT W200FT TO BEG EXEMPT	0 UNKNOWN MIDWEST CITY
R156559510	PATTERSON RANDY P		1112 HUNTINGTON AVE		NICHOLS HILLS	OK	73116-6213	UNPLTD PT SEC 36 12N 2W	000	000	UNPLTD PT SEC 36 12N 2W 000 000 PT OF SW4 SEC 36 12N 2W BEG 632.02FT E OF SW/C OF SW4 TH N200FT E100FT S200FT W100FT TO BEG	9035 E RENO AVE MIDWEST CITY
R150910100	HOLLAND ENTERPRISES INC		18245 MAVRIDGE DR		NEWALLA	OK	74857-8564	BLAKE NORTHWEST GARDENS	000	000	BLAKE NORTHWEST GARDENS 000 000 LOTS 1 THRU 3	9117 E RENO AVE MIDWEST CITY
R150910400	CALVARY HOLINESS CHURCH INC		9121 E RENO AVE		MIDWEST CITY	OK	73130	BLAKE NORTHWEST GARDENS	000	004	BLAKE NORTHWEST GARDENS 000 004	9121 E RENO AVE MIDWEST CITY
R150910600	RILEY DANIEL L & LEAH D		115 N BLAKE DR		MIDWEST CITY	OK	73130-3803	BLAKE NORTHWEST GARDENS	000	000	BLAKE NORTHWEST GARDENS 000 000 LOTS 5 & 6	115 N BLAKE DR MIDWEST CITY
R150910610	BEAM HOLDINGS LLC		712 NW 35TH ST		NEWCASTLE	OK	73065	BLAKE NORTHWEST GARDENS	000	007	BLAKE NORTHWEST GARDENS 000 007	125 N BLAKE DR MIDWEST CITY
R150910800	DRESDEN MANAGEMENT LLC		129 N BLAKE DR		MIDWEST CITY	OK	73130	BLAKE NORTHWEST GARDENS	000	008	BLAKE NORTHWEST GARDENS 000 008	129 N BLAKE DR MIDWEST CITY
R156559505	HAWK FRED J & SUE ELLEN TRS	HAWK LIVING TRUST	1302 S CALDWELL DR		MIDWEST CITY	OK	73130-5407	UNPLTD PT SEC 36 12N 2W	000	000	UNPLTD PT SEC 36 12N 2W 000 000 PT SW4 SEC 36 12N 2W BEG 240.10FT E OF SW/C OF SW4 N270FT W102.90FT N365FT E282.90FT S635FT W180FT TO BEG CONT 3.486ACRS MORE OR LESS	9013 E RENO AVE MIDWEST CITY

Oklahoma County Assessor
300 ft. Radius Report
5/1/2023

R156559500	PENTECOSTAL HOLINESS CHURCH		1224 JET DR		OKLAHOMA CITY	OK	73110-2762	UNPLTD PT SEC 36 12N 2W	000	000	UNPLTD PT SEC 36 12N 2W 000 000 PT OF SW4 SEC 36 12N 2W BEG 420.1FT E & 200FT N OF SW/C OF SW4 N435FT E311.11FT S635FT W110FT N2100FT W200FT TO BEG LESSA TR 100FT E&W BY 200FT N&S BEG 632.02FT E OF SW/	0 UNKNOWN MIDWEST CITY
R156559400	BATSON DEBRA A		9105 E RENO AVE		MIDWEST CITY	OK	73130-3317	UNPLTD PT SEC 36 12N 2W	000	000	UNPLTD PT SEC 36 12N 2W 000 000 PT SW4 SEC 36 12N 2W BEG 732.02FT E OF SW/C OF SW4 N635FT W72FT N330FT E322FT S965FT W110FT TO BEG	9107 E RENO AVE MIDWEST CITY
R120221250	GOODMAN WAYNE & LEONA TRS	GOODMAN WAYNE & LEONA LIVING TRUST	3 E CYPRESS AVE, UNIT 104		YUKON	OK	73099	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 S9.50FT OF LOT 15 & ALL LOT 16	200 S MARGENE DR MIDWEST CITY
R120221140	WILEMAN SANDRA G		201 VILLAGE OAKS DR		MIDWEST CITY	OK	73130-4263	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 S38.58FT OF LOT 5	201 VILLAGE OAKS DR MIDWEST CITY
R120221150	MCWILLIAMS KIKI		109 VILLAGE OAKS DR		MIDWEST CITY	OK	73130-4261	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 N.42FT OF LOT 5 ALL OF LOT 6 & S4.58FT OF LOT 7	109 VILLAGE OAKS DR MIDWEST CITY
R120221240	GOODMAN WAYNE & LEONA M TRS	GOODMAN WAYNE & LEONA LIVING TRUST	3 E CYPRESS AVE, UNIT 104		YUKON	OK	73099	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 N23.50FT OF LOT 15	108 S MARGENE DR MIDWEST CITY
R120221160	PETERS ADAM B		107 VILLAGE OAKS DR		MIDWEST CITY	OK	73130-4261	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 N21.42FT OF LOT 7 & S9.58FT OF LOT 8	107 VILLAGE OAKS DR MIDWEST CITY
R120221230	GOODMAN WAYNE & LEONA M TRS	GOODMAN WAYNE & LEONA LIVING TRUST	3 E CYPRESS AVE, UNIT 104		YUKON	OK	73099	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 S32.50FT OF LOT 14	106 S MARGENE DR MIDWEST CITY

Oklahoma County Assessor
300 ft. Radius Report
3/1/2023

R120221060	BAKCKA PROPERTIES LLC		16601 SE 104TH ST		NEWALLA	OK	74857	THREE OAKS NORTH 3 REPLAT	001	007	THREE OAKS NORTH 3 REPLAT	106 VILLAGE OAKS DR MIDWEST CITY
R120221070	YOUNG LEVONA K		104 VILLAGE OAKS DR		MIDWEST CITY	OK	73130-4260	THREE OAKS NORTH 3 REPLAT	001	008	THREE OAKS NORTH 3 REPLAT	104 VILLAGE OAKS DR MIDWEST CITY
R120221220	KALOUSDIAN SUSAN J		309 RAMSEY CT		NORMAN	OK	73072-3822	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 LOT 13 & N9.50FT OF LOT 14	104 S MARGENE DR MIDWEST CITY
R120221170	ROLLINS CARL J & JUDY A CO TRS	ROLLUS FAMILY TRUST	PO BOX 4400		NICOMA PARK	OK	73066-4400	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 N29.42FT OF LOT 8 & 59.16FT OF LOT 9	105 VILLAGE OAKS DR MIDWEST CITY
R120221080	JUSTIZ RAFAEL IV		4117 NW 122ND STREET SITE C		OKLAHOMA CITY	OK	73120	THREE OAKS NORTH 3 REPLAT	001	009	THREE OAKS NORTH 3 REPLAT 001 009	102 VILLAGE OAKS DR MIDWEST CITY
R120221210	IVORY CHERRELL	IVORY DONNA	102 S MARGENE DR		MIDWEST CITY	OK	73130-4217	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 59.50FT OF LOT 11 & ALL LOT 12	102 S MARGENE DR MIDWEST CITY
R120221180	GOODMAN WAYNE & LEONA M TRS	GOODMAN LIVING TRUST	3 E CYPRESS AVE, Unit 104		YUKON	OK	73099	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 N29.84FT OF LOT 9 & S2.24FT OF LOT 10	103 VILLAGE OAKS DR MIDWEST CITY
R120221200	BEECH TERESA M		100 S MARGENE DR		MIDWEST CITY	OK	73130-4217	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 LOT 11 EX 59.50FT	100 S MARGENE DR MIDWEST CITY
R120221190	DRENNEN PROPERTIES LLC		208 N TUNBRIDGE RD		MIDWEST CITY	OK	73130-4916	THREE OAKS NORTH 3 REPLAT	002	000	THREE OAKS NORTH 3 REPLAT 002 000 LOT 10 EX 52.24FT	101 VILLAGE OAKS DR MIDWEST CITY
R120221090	CROSBY DONATHAN D & JAIME N		20659 PENNY LN		HARRAH	OK	73045-6501	THREE OAKS NORTH 3 REPLAT	001	010	THREE OAKS NORTH 3 REPLAT 001 010	100 VILLAGE OAKS DR MIDWEST CITY
R156651950	MWCAH PROPERTIES LLC		4324 GRANT BLVD		YUKON	OK	73099	UNPLTD PT SEC 01 11N 2W	000	000	UNPLTD PT SEC 01 11N 2W 000 000 PT NW4 SEC 1 11N 2W BEG 330FT E OF NW/4 NW4 TH E330FT S30FT W330FT N330FT AKA TRS 1-2 & 5 SUBJ TO ENACTS OF RECORD	9020 E RENO AVE MIDWEST CITY



1 PC-2141

2 ORDINANCE NO. _____

3 AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY
4 DESCRIBED IN THIS ORDINANCE FROM SPUD, SIMPLIFIED PLANNED UNIT DE-
5 VELOPMENT GOVERNED BY R-6, SINGLE-FAMILY RESIDENTIAL AND C-1, RE-
6 STRICTED COMMERCIAL DISTRICT TO C-1, RESTRICTED COMMERCIAL DIS-
7 TRICT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT
MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DIS-
TRICT; 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 from SPUD, Simplified Planned Unit Development governed by R-6, Single-Family Detached
12 Residential and C-1, Restricted Commercial District to C-1, Restricted Commercial District sub-
13 ject to the conditions contained in the PC-2141 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:

14 Part of the Southwest Quarter (SW ¼) of Section Thirty-Six (36), Township Twelve
15 (12) North, Range Two (2) West of the Indian Meridian in Oklahoma County, Okla-
16 homa, more particularly described as follows, to wit: Beginning at a point 632.02 feet
17 East of the Southwest Corner of said SW 1/4; Thence North 200 feet; Thence East
100 feet; Thence South 200 feet; Thence West 100 feet to the point of beginning, also
18 known as 9035 East Reno Avenue, Midwest City, Oklahoma 73110.

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

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

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

26 THE CITY OF MIDWEST CITY, OKLA-
27 HOMA

28 _____
29 MATTHEW D. DUKES II, Mayor

30 ATTEST:

31 _____
32 SARA HANCOCK, City Clerk

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

34
35 _____
36 DONALD MAISCH, City Attorney

2 RESOLUTION NO. _____

3 A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-
4 TION FROM LDR, LOW DENSITY RESIDENTIAL TO COM, COMMERCIAL FOR
5 THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE CITY OF MID-
WEST CITY, OKLAHOMA.

6 WHEREAS, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
7 lowing described property identified, for future planning purposes, as COM, Commercial:

8 Part of the Southwest Quarter (SW ¼) of Section Thirty-Six (36), Township Twelve (12)
9 North, Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma,
10 more particularly described as follows, to wit: Beginning at a point 632.02 feet East of
11 the Southwest Corner of said SW 1/4; Thence North 200 feet; Thence East 100 feet;
12 Thence South 200 feet; Thence West 100 feet to the point of beginning, also known as
13 9035 East Reno Avenue, Midwest City, Oklahoma 73110.

14 WHEREAS, it is the desire of the applicant to amend the future planning classification of the
15 above referenced property from COM, Commercial and LDR, Low Density Residential to COM,
16 Commercial.

17 WHEREAS, with the applicant’s request the change in future planning classification complies
18 with the City’s Comprehensive Plan.

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

20 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,
21 OKLAHOMA COUNTY, STATE OF OKLAHOMA:

22 That the classification of above described property located in Midwest City, Oklahoma is hereby
23 changed from COM, Commercial and LDR, Low Density Residential to COM, Commercial on
24 the Comprehensive Plan Map.

25 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Okla-
26 homa, on the _____ day of _____, 2023.

27 THE CITY OF MIDWEST CITY, OKLAHOMA

28 _____
29 MATTHEW D. DUKES II, Mayor

30 ATTEST:

31 _____
32 SARA HANCOCK, City Clerk

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

34 _____
35 DONALD MAISCH, City Attorney

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : May 16, 2023

SUBJECT : Public hearing with Discussion, consideration, and possible action of passing a resolution declaring buildings 401A, 401B, 403, 405, 407, 409, 411, 413, 415, 433, 437, and 439 located at 1200 N Air Depot Blvd as dilapidated building(s) as defined by Section 9-2 of the Municipal Code; and setting a date to submit an approved plan of action to the Chief Building Official.

The property located at 1200 N Air Depot Blvd, known as Midwest Pointe Apartments, has been the result of numerous complaints by tenants. September 23, 2020 the Fire Marshal issued an official notice – Unsafe Building / Complex and the building owner responded by hiring an engineer to remedy much of the issues. However, as of the beginning of 2023, none of the work recommended by the licensed engineer had been started. With staff turn over, I looked into the issue and found that the issue remained much as it had in 2020, some cases was worse. My office in conjunction with Neighborhood Services and Fire Marshal re-inspected the units and began the process anew. The building owner has begun communications but as of the writing of this memo, no plans have been formulated.

The Midwest City Code of Ordinance 9-2 (g) defines a Dilapidated building as:

(g) For the purposes of this section:

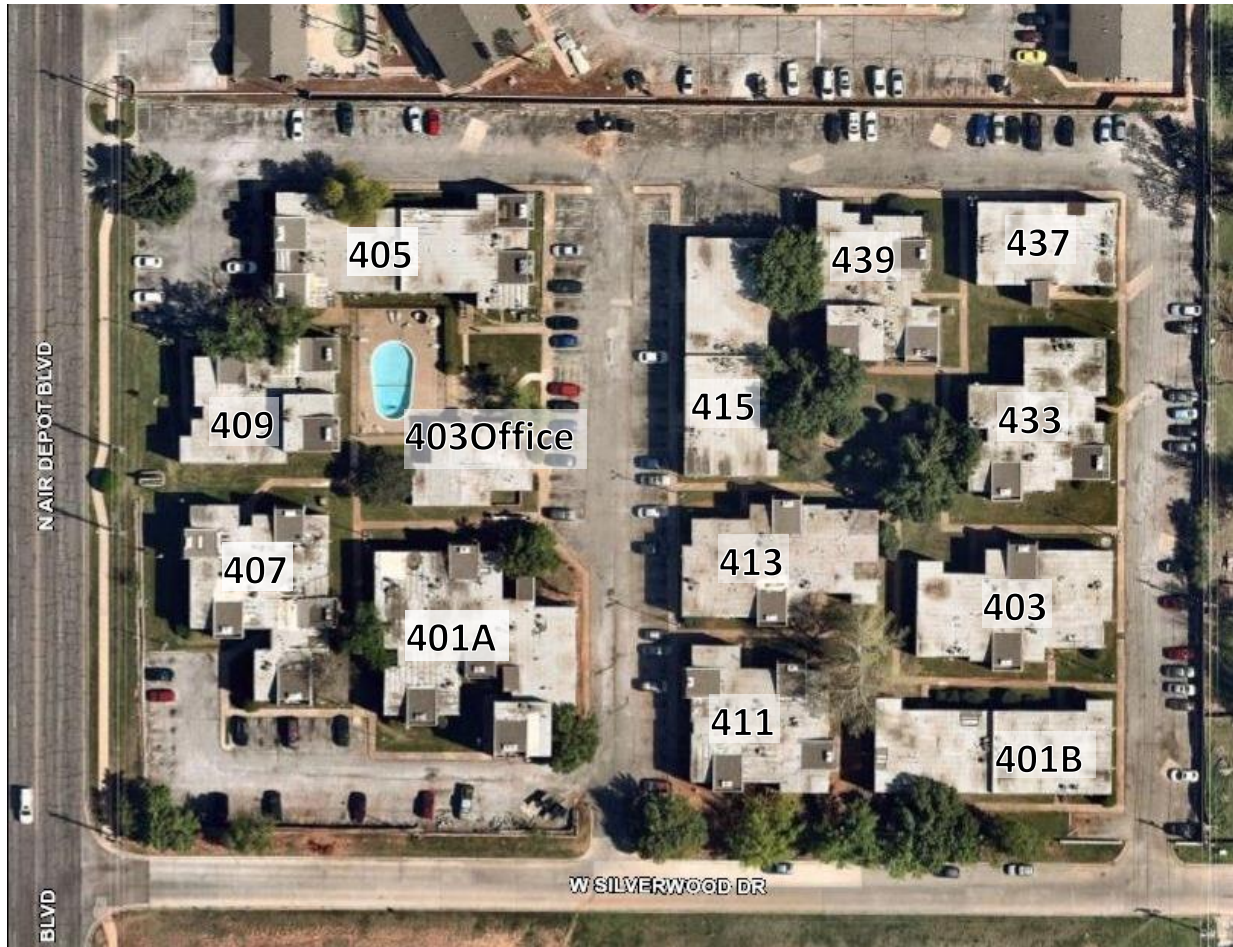
(1). "Dilapidated building" means:

- (A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;
- (B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;
- (C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (k)(11) of this Section, more than three times within any twelve-month period;
- (D) a structure which has been boarded and secured, as defined by paragraph (k)(11) of this Section, for more than six (6) consecutive months; or
- (E) a structure declared by the municipal governing body to constitute a public nuisance; and

(2). Owner means the owner of record as shown by the most current tax rolls of the county treasurer.

Building Inspection Observation

401A	Water damage to exterior veneer, veneer joints not water tight. Fire damage to lower unit yet the unit above is occupied. Stairways not structurally sound.
401B	Water damage to exterior, vacant units have heavy damage from water, sill plates decayed and missing, studs decayed. Appears to be mold growth. Second floor is being held up by screw jacks.
403	Water damage to exterior, veneer joints not water tight.
403 Office	No observed structural issues. Electrical issues in the pool equipment portion, corrosion on conduit, exhaust fan not working. No work space in front or sides of electric panel.
405	Water damage to exterior veneer, veneer joints not water tight, ceiling leaking on lower floor unit. Stairways not structurally sound. Ceiling in lower unit is leaking water. Asphalt has been placed along the outside of the south wall to try and stop water from penetrating the building. Asphalt is a porous material that will allow the water to penetrate and dry slower allowing more damage to be done.
407	Water damage to exterior veneer, veneer joints not water tight. Balcony support members showing signs of structural integrity failure, they. Stairways not structurally sound.
409	Water damage to exterior veneer, veneer joints not water tight. Stairways not structurally sound
411	Water damage to exterior veneer, veneer joints not water tight. Stairways not structurally sound.
413	Water damage to exterior veneer, veneer joints not water tight
415	Water damage to exterior veneer, veneer joints not water tight. Stairways not structurally sound.
433	Water damage to exterior veneer, veneer joints not water tight. Asphalt has been placed along the outside of the west walls to try and stop water from penetrating the building. Asphalt is a porous material that will allow the water to penetrate and dry slower allowing more damage to be done.
437	Water damage to exterior veneer, veneer joints not water tight.
439	Water damage to exterior veneer, veneer joints not water tight



Recent inspections have been completed by this office in close coordination with the office of the Fire Marshal, and Neighborhood Services for the City of Midwest City.

1. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. IPCM Section 304.1.4
2. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. IPCM Section 304.10
3. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. IPCM Section 305.1.1
4. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. IPCM Section 305.1.2
5. Structures or components thereof that have reached their limit state. IPCM Section 305.1.3

The above issues have created unsafe conditions as defined by IPMC Sections 304.1.1 and 305.1.1 and Unfit for Human Occupancy per IPMC Sections 108.1.3. The buildings inspected do not meet the minimum requirements for housing as adopted by the City of Midwest City ordinances 20-1 and 2018 Edition of the IPMC



Randall J. Fryar
Chief Building Official

CC: Mike Stroh, Neighborhood Services Director
Duane Helmberger, Fire Marshal

1 **RESOLUTION NO. 2023-_____**

2 **A RESOLUTION DECLARING THE BUIDINGS 401A, 401B, 403, 405, 407, 409, 411, 413,**
3 **415, 433, 437, AND 439 LOCATED AT 1200 N AIR DEPOT BLVD. A DILAPIDATED**
4 **BUILDING(S) AS DEFINED BY SECTION 9-2 OF THE MUNICIPAL CODE; AND SET-**
5 **TING A DATE TO SUBMIT AN APPROVED PLAN OF ACTION TO THE CHIEF**
6 **BUILDING OFFICIAL.**

7 **WHEREAS**, Section 9-2 of the Municipal Code establishes procedures for declaring and abating
8 a public nuisance within the corporate limits of Midwest City; and

9 **WHEREAS**, the Chief Building Official has inspected the property after numerous complaints
10 and found serious structural issues related to water and fire damage to multiple units; and

11 **WHEREAS**, the Fire Marshal has inspected the property after numerous complaints and has is-
12 sued an Official Notice – Unsafe Building / Complex dated March 13, 2023; and

13 **WHEREAS**, the City Council of the City of Midwest City, after proper notice to the property
14 owner, conducted a public hearing regarding the structure(s) located at **1200 N AIR DEPOT**
15 **BLVD** ; and

16 **WHEREAS**, during the hearing the City Council reviewed the information on the condition of the
17 property; and

18 **WHEREAS**, the current owner of the property was notified of the hearing by regular mail and
19 posting pursuant to Section 9-2 of the Municipal Code;

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

22 That the property located at **1200 N AIR DEPOT BLVD.** is a public nuisance for the neighbor-
23 hood and community.

24 That the property owner must submit an approved plan of action to the Chief Building Official for
25 all of the structure(s) located on the parcel at **1200 N AIR DEPOT BLVD.** within 30 days of the
26 date of this resolution. If action is not completed within 30 days of the date of this resolution, the
27 City Council hereby directs the city manager to terminate all utilities to the structure pursuant to
28 Midwest City Ordinance 9-31, International Building Code Section 112.3 and begin procedures to
29 remove and abate the public nuisance and charge the abatement to the owner of the property.

30 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma
31 this _____ day of _____ 2023.

32 CITY OF MIDWEST CITY, OKLAHOMA

33 _____
34 MATTHEW D. DUKES II, Mayor

35 ATTEST:

SARA HANCOCK, City Clerk

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

DON MAISCH, City Attorney



Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110
dhelmberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



March 13rd 2023

Property Manager
Midwest Pointe Apartments
403 W Silverwood Drive
Midwest City, OK 73110

Property Owner
Pro Residential Management
631 S. Olive Street Suite 860
Los Angeles, California 90014

RE: **Official Notice – Unsafe Building / Complex**
Midwest Pointe Apartments
All Buildings in the Complex
Midwest City, Oklahoma 73110

To whom it may Concern,

This letter serves as **Official Notification** of “*International Fire Code Violations and Notice of Unsafe Building Conditions*”, in accordance with the 2018 International Fire Code (IFC) Sections 110 and 111 as adopted by the State of Oklahoma and the City of Midwest City, that were observed during the inspections performed March 13th, 2023. This inspections was conducted as a “follow-up” to inspect progress made towards repairs since the last official notice of unsafe Building/Complex issued September 23rd, 2020.

Determination of **Unsafe Building Conditions** were made based on IFC Section 111.1.1 which states: Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate *means of egress*, that constitute a fire hazard, are otherwise dangerous to **human life** or the **public welfare**, or involve illegal or improper occupancy or **inadequate maintenance**, shall be deemed an unsafe condition.

During the inspection conducted March 13th, 2023 numerous apartment units were observed to show signs of compromised structural integrity, extensive water damage, as well as visible signs of potential mold growth. Due to the extent of deficiencies present and lack of progress in repairs required from previous inspections the Midwest City Fire Marshal's office is submitting a *Notice of Unsafe Building* for this location to the Midwest City Chief Building Official.

All tenant spaces that are vacant are required to be boarded, locked, blocked or otherwise protected to prevent entry by all individuals to include, but not limited to, apartment staff, hired contractors, and apartment complex occupants. All buildings containing bent or damaged studs within structural wall are required to be vacated and repaired immediately.

Observations of violations on March 13th, 2023 include but are not limited to:

- Failure to maintain safeguards (IFC Section 108.1)

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.



Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110
dhelmberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



- Failure to abate hazards (IFC Section 1010.2)
- Health and safety hazards observed from interior conditions of different locations inside facilities (IFC Section 111)
- Waste accumulation and storage of combustible rubbish (IFC Section 304.1 & 304.2)
- Multiple electrical and wiring hazards requiring immediate abatement (IFC Section 604)
- Failed and non-maintained walls, ceilings, smoke barriers and smoke partitions (IFC Section 701, 703, & 704)
- Failure to maintain interior wall and ceiling finish and trim in existing buildings (IFC Section 803)
- Failure to maintain stairways (IFC Section 1011)
- Failure to maintain handrails (IFC Section 1014)
- General maintenance of the means of egress (IFC Section 1031)

This notice is being forwarded to the Chief Building official located at the City of Midwest City Community Development office. The hazards and observations noted meet the requirements of an unsafe building based on observed *unsafe conditions and structural hazards*. (IFC Section 110.1.1 & 110.1.2) This notice is also being sent to the Midwest City Code Enforcement office as well as, the federal housing authority (HUD) located at 301 NW 6th Street, Suite 200 and the Oklahoma County Health Department.

It is the owner/occupants responsibility to meet the minimum requirements of the International Fire Code. *Section 110.2 states:* Correction and abatement of violations of this code shall be the responsibility of the owner or the owner's authorized agent. Where an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions.

The owner of the property is responsible for abatement and correction of all violations that have been discovered.

Respectfully,

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

Duane Helmberger
Fire Marshal
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.

Midwest City Fire Department

Occupancy: **Midwest Pointe Apartments**
Occupancy ID: **403SILVERWOOD**
Address: **403 W Silverwood DR**
Midwest City OK 73110

Inspection Type: **Re-Inspection**

Inspection Date: **3/13/2023** By: Bennett, Joe (F-290)

Time In: **13:30** Time Out: **18:30**

Authorized Date: **03/14/2023** By: Bennett, Joe (F-290)

Next Inspection Date: **No Inspection Scheduled**



Form: Construction /
Reinspection / Consultation

Inspection Description:

New and existing construction shall comply with all Midwest City Fire codes and Ordinances, the 2015 International Fire code (IFC), the 2015 International Building Code (IBC), and the National fire codes. Items not addressed in the following inspection are still enforceable by the above mentioned Codes and Ordinances.
General Authority and Responsibilities - Section 104.1 IFC (2015)

Inspection Topics:

Deficiencies

Not Corrected - Warning Issued

Deficiencies not corrected from prior inspection.

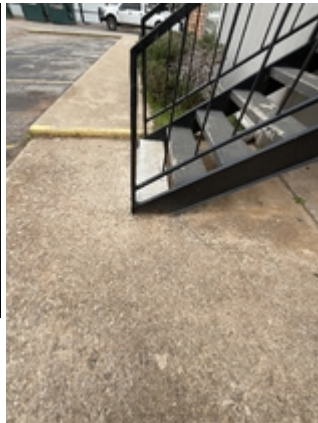
Status: REPEAT VIOLATION

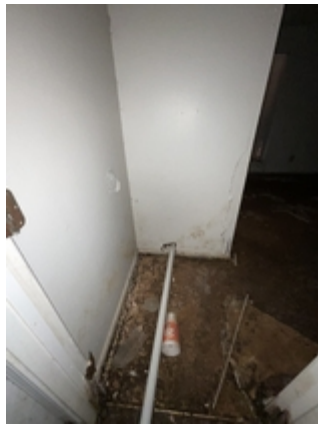
Notes: During the inspection there were visible indicators that the structural integrity of multiple buildings within the complex could be compromised. Multiple bent and/or damaged exposed wood studs were observed within walls; signs of water damage and potential wood rot were also observed.

Circular patterns of discoloration on drywall were observed in multiple apartments units indicating potential mold growth.











Observations / Construction Visit

New Observations

Noted below:

Status: Note Only

Notes: This report was created in conjunction with a Notice of Unsafe Building/Complex that is being submitted to the Midwest City Chief Building Official.

To whom it may Concern,

This letter serves as Official Notification of "International Fire Code Violations and Notice of Unsafe Building Conditions", in accordance with the 2018 International Fire Code (IFC) Sections 110 and 111 as adopted by the State of Oklahoma and the City of Midwest City, that were observed during the inspections performed March 13th, 2023. This inspections was conducted as a "follow-up" to inspect progress made towards repairs since the last official notice of unsafe Building/Complex issued September 23rd, 2020.

Determination of Unsafe Building Conditions were made based on IFC Section 111.1.1 which states: Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate means of egress, that constitute a fire hazard, are otherwise dangerous to human life or the public welfare, or involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition.

During the inspection conducted March 13th, 2023 numerous apartment units were observed to show signs of compromised structural integrity, extensive water damage, as well as visible signs of potential mold growth. Due to the extent of deficiencies present and lack of progress in repairs required from previous inspections the Midwest City Fire Marshal's office is submitting a Notice of Unsafe Building for this location to the Midwest City Chief Building Official.

All tenant spaces that are vacant are required to be boarded, locked, blocked or otherwise protected to prevent entry by all individuals to include, but not limited to, apartment staff, hired contractors, and apartment complex occupants. All buildings containing bent or damaged studs within structural wall are required to be vacated and repaired immediately.

Observations of violations on March 13th, 2023 include but are not limited to:

- Failure to maintain safeguards (IFC Section 108.1)
- Failure to abate hazards (IFC Section 1010.2)
- Health and safety hazards observed from interior conditions of different locations inside facilities (IFC Section 111)
- Waste accumulation and storage of combustible rubbish (IFC Section 304.1 & 304.2)
- Multiple electrical and wiring hazards requiring immediate abatement (IFC Section 604)
- Failed and non-maintained walls, ceilings, smoke barriers and smoke partitions (IFC Section 701, 703, & 704)
- Failure to maintain interior wall and ceiling finish and trim in existing buildings (IFC Section 803)
- Failure to maintain stairways (IFC Section 1011)
- Failure to maintain handrails (IFC Section 1014)
- General maintenance of the means of egress (IFC Section 1031)

This notice is being forwarded to the Chief Building official located at the City of Midwest City Community Development office. The hazards and observations noted meet the requirements of an unsafe building based on observed unsafe conditions and structural hazards. (IFC Section 110.1.1 & 110.1.2) This notice is also being sent to the Midwest City Code Enforcement office as well as, the federal housing authority (HUD) located at 301 NW 6th Street, Suite 200 and the Oklahoma County Health Department.

It is the owner/occupants responsibility to meet the minimum requirements of the International Fire Code. Section 110.2 states: Correction and abatement of violations of this code shall be the responsibility of the owner or the owner's authorized agent. Where an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions.

The owner of the property is responsible for abatement and correction of all violations that have been discovered.

Respectfully,

Duane Helmberger
Fire Marshal
Midwest City Fire Department

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 300 minutes

Total Time: 300 minutes

Summary:

Overall Result: Failed

Inspector Notes:

Exterior damage



Example of exterior sheathing that is dilapidated, joints are not water proof.



Exterior sheath joints
not water tight.





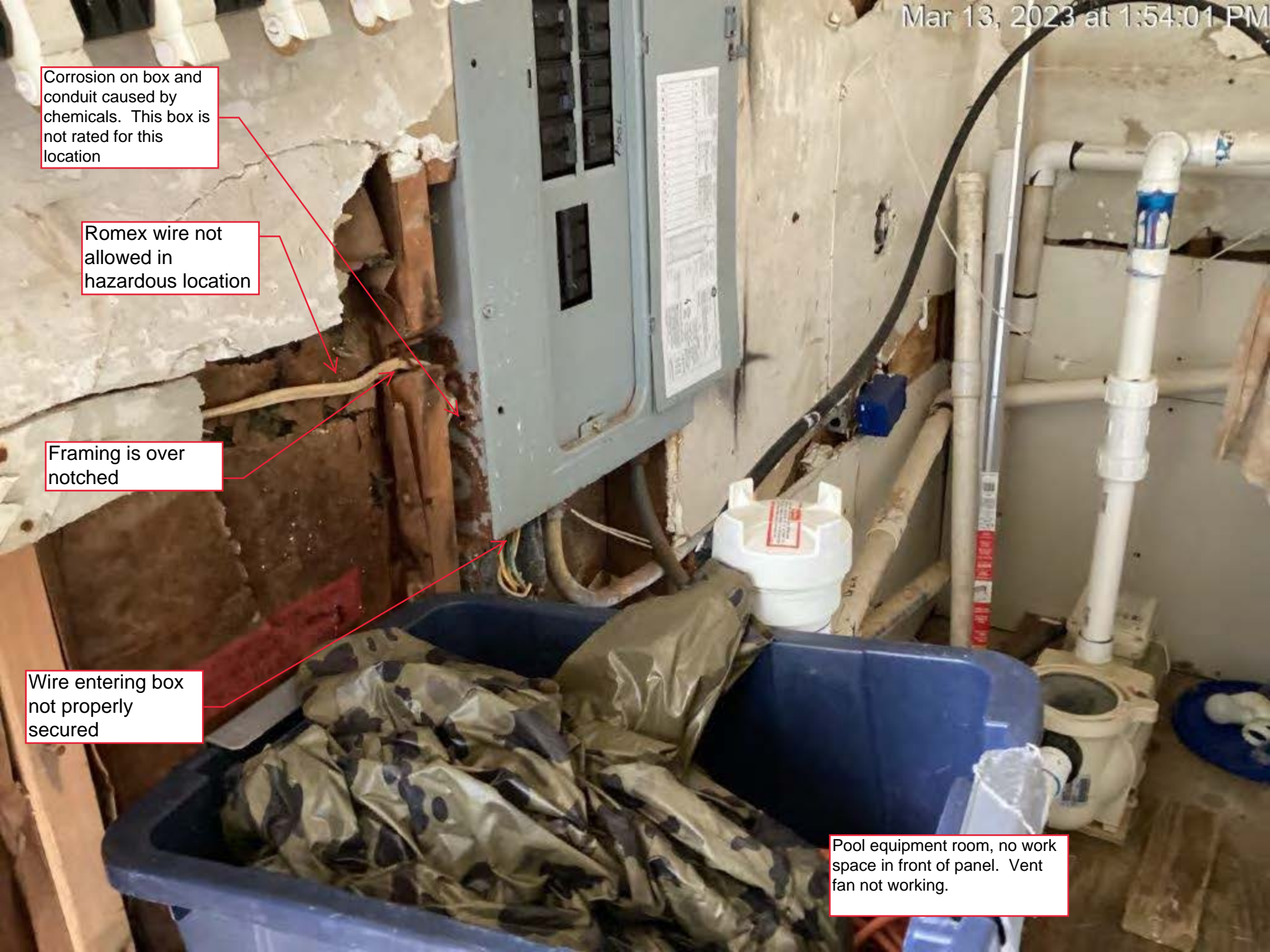
Corrosion on box and conduit caused by chemicals. This box is not rated for this location

Romex wire not allowed in hazardous location

Framing is over notched

Wire entering box not properly secured

Pool equipment room, no work space in front of panel. Vent fan not working.



Pool room romex not allowed in a hazardous location, wires on bottom not properly secured. Corrosion on box



Extinguisher expired

Pool equipment room. Needs working space around equipment. Electrical panel is on the left must have 36" clearance in front, and 30" both sides.



Fire damage, occupied
unit above.



Ceiling has settled down around the block



Crack in load bearing wall (exterior)



Screw jack being used to support second floor apartment.



Heavy water damage,
support members have failed.
Screw jack being used to
support second floor
apartment.



Load bearing walls, support members have started to fail. Work was done without permits.




Ceiling has started to collapse.



Not to code and
not supported

Drain pipe from
upstairs
apartments, runs
down the hall
and empties into
the toilet flange.





Water damage, mold,
modified sewer connection.

Drain pipe

Mar 13, 2023 at 2:07:37 PM



Drain line from upstairs





This is were the upstairs
drain line empties,
into the toilet flange.

2nd Screw Jack
from Previous unit,
pictured previously

Load bearing wall failure.



2nd Screw Jack
from Previous unit

Structural support
system has failed



Top plate has failed

Top plate has failed

Top plate failed



Mar 10, 2020



Not sure what this is,
but it not correct.

stairway railing has broken loose. Down spout needs to be repaired.



Midwest City Fire Department

Occupancy: **Midwest Pointe Apartments**
Occupancy ID: **403SILVERWOOD**
Address: **403 W Silverwood DR**
Midwest City OK 73110

Inspection Type: **Annual**

Inspection Date: **11/6/2019**

By: Helmberger, Duane (F-267)

Time In: **09:52**

Time Out: **10:42**

Authorized Date: **11/06/2019**

By: Helmberger, Duane (F-267)



Form: Inspection Form

Inspection Description:

New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, the 2015 International Fire Code (IFC), the 2015 International Building Code (IBC), and the National Fire Codes. Items not addressed in the following inspection are still enforceable by the above mentioned Codes and Ordinances.
General Authority and Responsibilities - Section 104.1 IFC (2015)

Inspection Topics:

Inspection Type

Annual

Annual Inspection

Status: YES

Notes: Inspection was triggered by complaints to the overall safety of the complex. No annual inspection had been completed for this complex for the 2019 year. Multiple safety and health hazards observed in the complex. Egress routes, fire lanes, building integrity, health hazards and many other hazards observed. This report is being sent to the Midwest City Chief Building Official in order for city building, electrical and mechanical inspectors to perform a site survey and inspection. Many buildings observed with abandoned, damaged and neglected tenant spaces. These areas are adjacent to occupied apartments. Electrical hazards noted throughout property with multiple buildings being neglected. Fire extinguishers are required to be installed throughout the complex within 7 days. Mounts and brackets are located abandoned throughout the complex. See the report for further findings.



Certificate of Occupancy

Certificate of Occupancy Inspection

Status:

Notes:

Complaint

Complaint Inspection

Status:

Notes:

Construction Inspection

Inspection Notes:

Status:

Notes:

Consultation

Consultation Inspection

Status:

Notes:

Building Services/Housekeeping

Address Identification - Section 505.1 IFC (2015)

All building shall have a posted address. Each character shall be not less than 4 inches high with a minimum stroke width of 1/2 inch. These numbers shall be posted high enough so as not to be obstructed in a position that is visible from the street or road fronting the property.

Status:

Notes:

Fire Protection and Utility Equipment Signage - Section 509 IFC (2015)

Exterior suppression rooms to be labeled with buildings numerical address and "Fire Sprinkler Riser" or "Sprinkler Riser Room". Buildings Numerical address to be centered at the top of the door. Numerical lettering to be a minimum of 4". "Fire Sprinkler Riser" or "Sprinkler Riser Room" to be a minimum of 7" x 10" engineered grade reflective aluminum, white lettering on a red background with a white stripe around the edge. Utility spaces and FACP locations also required to have similar signage. Riser locations that do not have direct access to the exterior are required to have signage on nearest exterior door.

Status: NOT APPLICABLE

Notes:

Knox Box (If present)

Occupancy keys present in Knox Box

Status:

Notes:

Fire Apparatus Access Roads (Lanes) - Section 503.2.1 IFC (2015)

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Fire lanes shall extend to within 150 of all portions of the facility and shall be posted or marked FIRE LANE-NO PARKING every 30'. This shall be maintained clean and legible.

Status: VIOLATION

Notes: Fire lanes not observed throughout property. Required to be installed within 30 days.



General Storage: Storage in buildings - Section 315.3 IFC (2015)

Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

Status:

Notes:

Premises: Waste accumulation prohibited - Section 304.1 IFC (2015)

Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

Status:

Notes:

General Storage: Ceiling clearance - Section 315.3.1 IFC (2015)

Storage shall be maintained 2 feet or more below the ceiling in nonsprinklered areas of buildings or not less than 18 inches below sprinkler head deflectors in sprinklered areas of buildings.

Status:

Notes:

FAST DOCUMENTATION

Electrical Equipment, Wiring and Hazards - Section 605 IFC (2015)

(1) Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used. Section 605.1 IFC (2015) (2) A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Section 605.3 IFC (2015) (3) Multiple adapters, such as cube adapters, unfused plug strips or any other device not complying with NFPA 70 shall be prohibited. Section 605.4 IFC (2015) (4) Extension cords and flexible cords shall not be a substitute for permanent wiring. Section 605.5 IFC (2015) (5) Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes. Section 605.6 IFC (2015)

Status: VIOLATION

Notes:



Occupant Load Designator

Occupant load designator posted for all assembly occupancies.

Status: NOT APPLICABLE

Notes:

Maintenance of Exitways

Maintenance of the Means of Egress: Reliability - Section 1031 IFC (2015)

1031.2 Required exit accesses, exits, and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress. 1031.3 A means of egress shall be free from obstructions that would prevent its use, including the accumulation of snow and ice.

Status: VIOLATION

Notes: Egress path for stair way blocked and sealed shut.

Stairs randomly repaired with plywood throughout complex.



Means of Egress Illumination - Section 1008 IFC (2015)

Where required by code exit and emergency light shall function properly.

Status:

Notes:

Means of Egress (Stairway) - 315.3.2 IFC (2015)

Combustible materials shall not be stored in exits or enclosures for stairways and ramps.

Status: VIOLATION

Notes:

Emergency escape and rescue openings - Sections 1031.7 & 1010.1.9 IFC (2015)

Door hardware shall not be locked in a manner that prevents function of the exit. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. (No chains, bolts, bars, etc. impeding egress)

Status:

Notes:

Enclosures under interior and exterior stairways - Sections 1011.7.3 & 1011.7.4 IFC (2015)

The walls and soffits within enclosed usable spaces under enclosed and unenclosed stairways shall be protected by 1-Hour fire-resistance-rated construction or the fire-resistance rating of the stairway enclosure, whichever is greater. Access to the enclosed space shall not be directly from within the stairway enclosure. No penetrations through stairwells other than systems that serve that associated space.

Status:

Notes:

Exit Doors/Self Closing Devices: Functioning properly

All doors shall open and close (where required) properly

Status:

Notes:

Fire Doors and smoke barrier doors - Sections 703.2-703.2.3 IFC (2015)

Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Doors to be closed unless held open by approved hold-open devices.

Status:

Notes:

Hazardous Materials

Compressed Gas: Properly stored and handled - Section 5304 IFC (2015)

All compressed gasses shall be secured to prevent falling. Incompatible gasses shall be stored separately.

Status: NOT APPLICABLE

Notes:

Flammable Liquids: Properly stored and handled - Section 5704 IFC (2015)

Storage of gasoline (IA) shall be limited to 30 gal. Increased 100% with an approved storage cabinet. Increased 100% with a sprinkler system. IB/IC is limited to 120 gal. Combination of the IA,IB, IC is 120 gal.

Status: NOT APPLICABLE

Notes:

Hazardous Materials: Properly stored and handled - Chapter 50 IFC (2015)

Is proper containment, storage, separation, grounding, ventilation, etc. provided?

Status: NOT APPLICABLE

Notes:

Site Properly Placarded in accordance with NFPA 704

Where a significant quantity of hazard exists 704 placarding shall be provided.

Status: NOT APPLICABLE

Notes:

Fire Alarm and Detection System

Inspection, testing and maintenance - Section 907.8.5 (IFC)

(1)The building owner shall be responsible to maintain the fire and life safety systems in an operable condition at all times. (2) Fire alarm system to be tested and serviced annually in accordance with Chapter 14 (NFPA 10, (2013))

Status: VIOLATION

Notes: The emergency phone located at the leasing office was tested. This phone does not work. The emergency box is required to function as originally installed. The box currently is providing no service and is falsely identified as being in working order.



Sprinkler System

Sprinkler System - Section 5.1.1.2 (NFPA 25, 2014)

Sprinkler systems are required to be tested annually in accordance with NFPA 13 and NFPA 25.

Status: NOT APPLICABLE

Notes:

Sprinkler Valves: Accessible and Open - Chapter 13 (NFPA 25, 2014)

Sprinkler valves are required to be accessible and open when the system is in service.

Status: NOT APPLICABLE

Notes:

Sprinklers - Section 5.2.1 (NFPA 25, 2014)

(1) Sprinkler shall be inspected from the floor level annually. - 5.2.1.1 (NFPA 25) (2) Sprinklers shall not show signs of leakage; shall be free of corrosion, foreign materials, paint, and physical damage; and shall be installed in the correct orientation. - 5.2.1.1.1 (NFPA 25)

Status: NOT APPLICABLE

Notes:

Fire Sprinkler Riser Clearance - Section 901.4.6

Fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment. Rooms shall be provided with a door and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Status: NOT APPLICABLE

Notes:

Escutcheons - Section 5.2.1.1.6 (NFPA 25, 2014)

Escutcheons and cover plates for recessed, flush, and concealed sprinklers shall be replaced if found missing during the inspection.

Status: NOT APPLICABLE

Notes:

Fire Department Connections - Section 13.7 (NFPA 25, 2014)

Required to maintain a 5' radius from the center of the Fire Department Connection. Obstructing and or blocking the Fire Department Connection is in violation of Sec. 15-20 of the adopted Midwest City Ordinances. Knox caps or closed caps required on all FDCs.

Status: NOT APPLICABLE

Notes:

Cooking Suppression and Hood Systems

Extinguishing System Service - Section 904.12.6.2 (IFC)

Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion - 904.12.6.2 (IFC)

Status: NOT APPLICABLE

Notes:

Commercial Kitchen Hoods - Section 609 (IFC)

(1) High-volume cooking operations, such as 24-hour cooking, charbroiling or wok cooking shall be inspected every 3 months. (2) Low-volume cooking operations such as places of religious worship, seasonal businesses and senior centers shall be inspected every 12 months. (3) Cooking operations utilizing solid fuel-burning cooking appliances shall be inspected every month. (4) All other cooking operations shall be inspected every 6 months. - Table 609.3.3.1 (5) Grease accumulation - If during the inspection it is found that hoods, grease removal devices, fans, ducts, or other appurtenances have an accumulation of grease, such components shall be cleaned in accordance with ANSI/IKECA C 10.

Status: NOT APPLICABLE

Notes:

Commercial cooking system - Section 904.12 (IFC)

The automatic fire-extinguishing system for commercial cooking systems shall be of a type recognized for protection of commercial cooking equipment and exhaust systems of the type and arrangement protected. These systems shall be tested in accordance with UL 300.

Status: NOT APPLICABLE

Notes:

Fire Extinguishers

Portable Fire Extinguishers: General Requirements - Section 906 (IFC)

(1) Where required: New and Existing A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies. - 906.1 (1) (2) Within 30 feet of cooking of commercial cooking equipment. - 906.1 (2) (3) In areas where flammable or combustible liquids are stored, used, dispensed. - 906.1 (3) (4) Portable fire extinguishers shall be selected, installed, and maintained in accordance with this section and NFPA 10. - 906.2 (5) 75 feet total travel distance - Table 906.3(1)

Status: VIOLATION

Notes:

Unobstructed and unobscured - Section 906.6 (IFC)

(1) Portable fire extinguishers shall not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers. (2) Extinguishers weighing 40 pounds or less shall be installed so that their tops are not more than 5 feet above the floor. 906.9.1 (3) The clearance between the floor and the bottom of installed hand-held portable fire extinguishers shall be not less than 4 inches. 906.9.3

Status: VIOLATION

Notes:

Extinguisher Maintenance - Section 7.3 (NFPA 10, (2013))

(1) Fire extinguishers shall be internally examined at intervals not exceeding those specified in Table 7.3.3.1. (NFPA 10) (2) Dry chemical - annually, Wetting agent - annually - Table 7.3.3.1 (NFPA 10)

Status: VIOLATION

Notes: Extinguishers missing throughout apartment complex. No extinguishers found. Required to be placed throughout complex within 7 days in order to provide basic fire prevention measures.



Compartmentation

Vertical Separation: Opening between ceilings and floors appear to be enclosed and sealed. Section 703 IFC (2015)

Floors and ceilings shall be closed and sealed. Pay special attention to rated structures.

Status:

Notes:

Horizontal Separation: Walls and barriers appear to be enclosed and or sealed. Section 703 IFC (2015)

Pay close attention to rated structures.

Status: VIOLATION

Notes: Multiple buildings observed with damaged walls. All walls and ceilings are required to be maintained as originally installed. Fire spread is enhanced when open holes are present.

Window busted and boarded up. No replacement has been completed. Open glass still accessible to any person passing by.

Many boarded up and abandoned units throughout complex. Units are locked however are in buildings that have occupants in neighboring units.

Visual observation of mold and can smell from outside these units.



Operating Features

Fire Drills: Conducted. Section 403 IFC (2015)

Documentation maintained.

Status: NOT APPLICABLE

Notes:

Fire Drills Initiation: Manual pull, smoke detector, hood system, or fire drill option found on alarm panel

IFC requires fire drills in all occupancies

Status: NOT APPLICABLE

Notes:

Other Observations

Occupancy Specific Observations

Observations from IFC 2015 and the National Fire Codes.

Status: VIOLATION

Notes: Boarded up apartment from fire in 2017, no repairs made from visual observation.

Buildings siding, gutters and misc objects observed hanging from buildings.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes
Inspection Time: 50 minutes
Total Time: 50 minutes

Summary:

Overall Result: Failed

Inspector Notes: Facility has 7 days to install fire extinguishers. All other violations are required to be repaired within 30 days. Further inspections will take place to determine the safety of all facilities that are in a neglected state.

Inspector:

Name: Helmberger, Duane C
Work Phone(s): 405-739-1355
Email(s): aduncan@midwestcityok.org, dhelmberger@midwestcityok.org

Representative Signature:

Signature

Date

PAST DOCUMENTATION

From: Steven Glass <steveneglass@gmail.com>
To: Duane Helmberger <dhelmberger@midwestcityok.org>, Sumi Dave <sumi@prores...>
Date: 9/28/2020 5:56 PM
Subject: Midwest Pointe - Notice to Comply

Mr. Helmberger,

My client has engaged Gary McCracken to give us a report on structural issues. He is scheduled to inspect on Monday, October 5th.

My client has also contacted Kevn from Allegiance Electric to give us a report on electrical issues and my understanding is that he will inspect some time this week.

Under the circumstances, my client requests an extension of time to submit reports concerning the condition of the property. I am assuming that the structural and electrical engineers will need a few days to prepare their reports after inspection so I am proposing that October 10th be the deadline for submission of the reports.

My client reports that Units 148 and 248 are vacant and that they have ordered arcadia doors, glass for windows, cement steps, paint and other materials to improve the condition of the property. Cars have been towed off the property and trash is being removed.

My client is making a diligent effort to make sure the property is safe and would appreciate your cooperation on timing given the involvement of 3rd party professionals. In this regard, I would appreciate it if you could confirm the new proposed deadline date.

Thank you.

--

Steven E. Glass, Esq.
1870 Verdugo Loma Dr., Suite C
Glendale, CA 91208
(818) 243-6776
(818) 548-8852 Fax
steveneglass@gmail.com

Midwest City Fire Department

Occupancy: **Midwest Pointe Apartments**
Occupancy ID: **403SILVERWOOD**
Address: **403 W Silverwood DR**
Midwest City OK 73110

Inspection Type: **Annual**

Inspection Date: **9/15/2020**

By: Duncan, Ashley N (F-269)

Time In: **13:53**

Time Out: **15:53**

Authorized Date: **09/23/2020**

By: Duncan, Ashley N (F-269)



Form: Inspection Form

Inspection Description:

New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, the 2015 International Fire Code (IFC), the 2015 International Building Code (IBC), and the National Fire Codes. Items not addressed in the following inspection are still enforceable by the above mentioned Codes and Ordinances.
General Authority and Responsibilities - Section 104.1 IFC (2015)

Inspection Topics:

Inspection Type

Annual

Annual Inspection

Status: Observed

Notes: Another annual inspection initiated by multiple complains called in within a weeks time. Multiple heath and safety concerns have been noted again this year (electrical hazards, mold, structural stability, lack of building compartment separation). Note that all violations listed in this report have been noted in previous inspection reports. Please let this serve as final notice that ALL fire / life safety violations are to be addressed within 30 days, failure to do so will result in a citation daily until the violations have been addressed.

Please note that there is a history of building fires at this address. One of which occurred in 2017 leaving a building inoccupiable and the other occurring in 2020 which resulted in the removal and replacement of the stove (tenant was cooking and the stove would not turn off). In the previous inspection report it was noted that fire extinguishers were required to be placed on the property, these have been added in common areas throughout the complex.

Certificate of Occupancy

Certificate of Occupancy Inspection

Status: Not Applicable

Notes:

Complaint

Complaint Inspection

Status: Observed

Notes: Unsafe living conditions.

Construction Inspection

Inspection Notes:

Status: Not Applicable

Notes:

Consultation

Consultation Inspection

Status: Not Applicable

Notes:

Building Services/Housekeeping

Address Identification - Section 505.1 IFC (2015)

All building shall have a posted address. Each character shall be not less than 4 inches high with a minimum stroke width of 1/2 inch. These numbers shall be posted high enough so as not to be obstructed in a position that is visible from the street or road fronting the property.

Status: Observed

Notes:

Fire Protection and Utility Equipment Signage - Section 509 IFC (2015)

Exterior suppression rooms to be labeled with buildings numerical address and "Fire Sprinkler Riser" or "Sprinkler Riser Room". Buildings Numerical address to be centered at the top of the door. Numerical lettering to be a minimum of 4". "Fire Sprinkler Riser" or "Sprinkler Riser Room" to be a minimum of 7" x 10" engineered grade reflective aluminum, white lettering on a red background with a white stripe around the edge. Utility spaces and FACP locations also required to have similar signage. Riser locations that do not have direct access to the exterior are required to have signage on nearest exterior door.

Status: Observed

Notes:

Knox Box (If present)

Occupancy keys present in Knox Box

Status: Not Applicable

Notes: There is not a KnoxBox on site.

Fire Apparatus Access Roads (Lanes) - Section 503.2.1 IFC (2015)

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Fire lanes shall extend to within 150 of all portions of the facility and shall be posted or marked FIRE LANE-NO PARKING every 30'. This shall be maintained clean and legible.

Status: Note Only

Notes: Fire lanes have not been repainted.



General Storage: Storage in buildings - Section 315.3 IFC (2015)

Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

Status: Observed

Notes:

Premises: Waste accumulation prohibited - Section 304.1 IFC (2015)

Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

Status: Observed

Notes:

General Storage: Ceiling clearance - Section 315.3.1 IFC (2015)

Storage shall be maintained 2 feet or more below the ceiling in nonsprinklered areas of buildings or not less than 18 inches below sprinkler head deflectors in sprinklered areas of buildings.

Status: Observed

Notes:

Electrical Equipment, Wiring and Hazards - Section 605 IFC (2015)

(1) Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used. Section 605.1 IFC (2015) (2) A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Section 605.3 IFC (2015) (3) Multiple adapters, such as cube adapters, unfused plug strips or any other device not complying with NFPA 70 shall be prohibited. Section 605.4 IFC (2015) (4) Extension cords and flexible cords shall not be a substitute for permanent wiring. Section 605.5 IFC (2015) (5) Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes. Section 605.6 IFC (2015)

Status: REPEAT VIOLATION

Notes:



Occupant Load Designator

Occupant load designator posted for all assembly occupancies.

Status: Not Applicable

Notes:

Maintenance of Exitways

Maintenance of the Means of Egress: Reliability - Section 1031 IFC (2015)

1031.2 Required exit accesses, exits, and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress. 1031.3 A means of egress shall be free from obstructions that would prevent its use, including the accumulation of snow and ice.

Status: Observed

Notes:

Means of Egress Illumination - Section 1008 IFC (2015)

Where required by code exit and emergency light shall function properly.

Status: Violation

Notes: Exit/Emergency lighting is to be posted above the main egress door in the front office.



Means of Egress (Stairway) - 315.3.2 IFC (2015)

Combustible materials shall not be stored in exits or enclosures for stairways and ramps.

Status: Observed

Notes:

Emergency escape and rescue openings - Sections 1031.7 & 1010.1.9 IFC (2015)

Door hardware shall not be locked in a manner that prevents function of the exit. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. (No chains, bolts, bars, etc. impeding egress)

Status: Not Applicable

Notes:

Enclosures under interior and exterior stairways - Sections 1011.7.3 & 1011.7.4 IFC (2015)

The walls and soffits within enclosed usable spaces under enclosed and unenclosed stairways shall be protected by 1-Hour fire-resistance - rated construction or the fire-resistance rating of the stairway enclosure, whichever is greater. Access to the enclosed space shall not be directly from within the stairway enclosure. No penetrations through stairwells other than systems that serve that associated space.

Status: Observed

Notes:

Exit Doors/Self Closing Devices: Functioning properly

All doors shall open and close (where required) properly

Status: Not Applicable

Notes:

Fire Doors and smoke barrier doors - Sections 703.2-703.2.3 IFC (2015)

Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Doors to be closed unless held open by approved hold-open devices.

Status: Not Applicable

Notes:

Hazardous Materials

Compressed Gas: Properly stored and handled - Section 5304 IFC (2015)

All compressed gasses shall be secured to prevent falling. Incompatible gasses shall be stored separately.

Status: Not Applicable

Notes:

Flammable Liquids: Properly stored and handled - Section 5704 IFC (2015)

Storage of gasoline (IA) shall be limited to 30 gal. Increased 100% with an approved storage cabinet. Increased 100% with a sprinkler system. IB/IC is limited to 120 gal. Combination of the IA,IB, IC is 120 gal.

Status: Not Applicable

Notes:

Hazardous Materials: Properly stored and handled - Chapter 50 IFC (2015)

Is proper containment, storage, separation, grounding, ventilation, etc. provided?

Status: Not Applicable

Notes:

Site Properly Placarded in accordance with NFPA 704

Where a significant quantity of hazard exists 704 placarding shall be provided.

Status: Not Applicable

Notes:

Fire Alarm and Detection System

Inspection, testing and maintenance - Section 907.8.5 (IFC)

(1)The building owner shall be responsible to maintain the fire and life safety systems in an operable condition at all times. (2) Fire alarm system to be tested and serviced annually in accordance with Chapter 14 (NFPA 10, (2013))

Status: REPEAT VIOLATION

Notes: The emergency phone located at the leasing office is still not in operating condition. The emergency phone is required to function as originally installed OR is to be removed immediately. The inoperable phone is falsely identified as being in working condition to the public.



Sprinkler System

Sprinkler System - Section 5.1.1.2 (NFPA 25, 2014)

Sprinkler systems are required to be tested annually in accordance with NFPA 13 and NFPA 25.

Status: Not Applicable

Notes:

Sprinkler Valves: Accessible and Open - Chapter 13 (NFPA 25, 2014)

Sprinkler valves are required to be accessible and open when the system is in service.

Status: Not Applicable

Notes:

Sprinklers - Section 5.2.1 (NFPA 25, 2014)

(1) Sprinkler shall be inspected from the floor level annually. - 5.2.1.1 (NFPA 25) (2) Sprinklers shall not show signs of leakage; shall be free of corrosion, foreign materials, paint, and physical damage; and shall be installed in the correct orientation. - 5.2.1.1.1 (NFPA 25)

Status: Not Applicable

Notes:

Fire Sprinkler Riser Clearance - Section 901.4.6

Fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment. Rooms shall be provided with a door and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Status: Not Applicable

Notes:

Escutcheons - Section 5.2.1.1.6 (NFPA 25, 2014)

Escutcheons and cover plates for recessed, flush, and concealed sprinklers shall be replaced if found missing during the inspection.

Status: Not Applicable

Notes:

Fire Department Connections - Section 13.7 (NFPA 25, 2014)

Required to maintain a 5' radius from the center of the Fire Department Connection. Obstructing and or blocking the Fire Department Connection is in violation of Sec. 15-20 of the adopted Midwest City Ordinances. Knox caps or closed caps required on all FDCs.

Status: Not Applicable

Notes:

Cooking Suppression and Hood Systems

Extinguishing System Service - Section 904.12.6.2 (IFC)

Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion - 904.12.6.2 (IFC)

Status: Not Applicable

Notes:

Commercial Kitchen Hoods - Section 609 (IFC)

(1) High-volume cooking operations, such as 24-hour cooking, charbroiling or wok cooking shall be inspected every 3 months. (2) Low-volume cooking operations such as places of religious worship, seasonal businesses and senior centers shall be inspected every 12 months. (3) Cooking operations utilizing solid fuel-burning cooking appliances shall be inspected every month. (4) All other cooking operations shall be inspected every 6 months. - Table 609.3.3.1 (5) Grease accumulation - If during the inspection it is found that hoods, grease removal devices, fans, ducts, or other appurtenances have an accumulation of grease, such components shall be cleaned in accordance with ANSI/IKECA C 10.

Status: Not Applicable

Notes:

Commercial cooking system - Section 904.12 (IFC)

The automatic fire-extinguishing system for commercial cooking systems shall be of a type recognized for protection of commercial cooking equipment and exhaust systems of the type and arrangement protected. These systems shall be tested in accordance with UL 300.

Status: Not Applicable

Notes:

Fire Extinguishers

Portable Fire Extinguishers: General Requirements - Section 906 (IFC)

(1) Where required: New and Existing A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies. - 906.1 (1) (2) Within 30 feet of cooking of commercial cooking equipment. - 906.1 (2) (3) In areas where flammable or combustible liquids are stored, used, dispensed. - 906.1 (3) (4) Portable fire extinguishers shall be selected, installed, and maintained in accordance with this section and NFPA 10. - 906.2 (5) 75 feet total travel distance - Table 906.3(1)

Status: Violation Corrected

Notes:

Unobstructed and unobscured - Section 906.6 (IFC)

(1) Portable fire extinguishers shall not be obstructed or obscured from view. In rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers. (2) Extinguishers weighing 40 pounds or less shall be installed so that their tops are not more than 5 feet above the floor. 906.9.1 (3) The clearance between the floor and the bottom of installed hand-held portable fire extinguishers shall be not less than 4 inches. 906.9.3

Status: Violation Corrected
Notes:

Extinguisher Maintenance - Section 7.3 (NFPA 10, (2013))

(1) Fire extinguishers shall be internally examined at intervals not exceeding those specified in Table 7.3.3.1. (NFPA 10) (2) Dry chemical - annually, Wetting agent - annually - Table 7.3.3.1 (NFPA 10)

Status: Violation Corrected
Notes:

Compartmentation

Vertical Separation: Opening between ceilings and floors appear to be enclosed and sealed. Section 703 IFC (2015)

Floors and ceilings shall be closed and sealed. Pay special attention to rated structures.

Status: REPEAT VIOLATION
Notes:

Horizontal Separation: Walls and barriers appear to be enclosed and or sealed. Section 703 IFC (2015)

Pay close attention to rated structures.

Status: REPEAT VIOLATION

Notes: Multiple buildings throughout the apartment complex have damage to walls, ceilings, doors, and windows. Many of which are not structurally sound as they are being supported by temporary jacks. This is an immediate threat to life safety not only to the first responders in the event of a fire/medical emergency but a threat to the people living above these unstable areas.

Windows are broken out of tenant spaces in occupied buildings and walls / ceilings are not enclosed. These openings are required to be repaired and/or replaced within 30 days. Without proper separation there is an increase to fire spread capabilities.

Please note that there is visual observation and the strong scent of mold extending outside the units. Mold abatement will need to be addressed with the proper health / building code officials prior to sealing/enclosing ceilings and walls.



Operating Features

Fire Drills: Conducted. Section 403 IFC (2015)

Documentation maintained.

Status: Not Applicable
Notes:

Fire Drills Initiation: Manual pull, smoke detector, hood system, or fire drill option found on alarm panel

IFC requires fire drills in all occupancies

Status: Not Applicable

Notes:

Other Observations

Occupancy Specific Observations

Observations from IFC 2015 and the National Fire Codes.

Status: Note Only

Notes: The only progress that has been observed from the previous on-site inspection is the addition of fire extinguishers in exterior common areas. All other fire / life safety code violations are still outstanding. Citations will be issued to the property owner/owners representative beginning on October, 16th 2020 on a 24 hour basis until all violations have been addressed. If there are questions / concerns please don't hesitate to contact the Midwest City Fire Marshals Office at 405-739-1340.

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 120 minutes

Total Time: 120 minutes

Summary:

Overall Result: Correction Notice Issued

Contact the Fire Marshals Office for reinspection once all violations have been corrected. You may call 405-739-1340 or email to the Fire Prevention staffs email listed on your inspection.

Inspector Notes:

Inspector:

Name: Duncan, Ashley N

Work Phone(s): 405-739-1346

Email(s): aduncan@midwestcityok.org, dhelmberger@midwestcityok.org

Representative Signature:

Signature

Date

From: Christine Brakefield
To: Cartmill, Cammy; Helmsberger, Duane; Duncan, Ashley; Colquitt, Derek
CC: Stroh, Mike; Harless, Billy
Date: 9/14/2020 4:55 PM
Subject: Midwest Pointe Apartments - Property Maintenance Complaint
Attachments: Pictures - Midwest Pointe Apartments.pdf; Fire Report - 403 W SILVERWOOD DR.pdf; 403 W SILVERWOOD DR.pdf

Good evening all,

I got a call from a concerned individual about the Midwest Pointe Apartments on Air Depot. The individual provided me with some pictures (see attached) and the situation is pretty serious. I did confirm that the apartments above the units pictured with the support jacks and beams ARE currently occupied. When would be an available time tomorrow or Wednesday for everyone to meet over there and walk the property. They appear to have made zero improvements since Fire's inspection a year ago.

Christine Brakefield, MPA
Chief Building Official
Community Development Division
Midwest City, Oklahoma
405.739.1270 cbrakefield@midwestcityok.org

"You can only govern men by serving them" - Victor Cousin



Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110
dhelmlberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



September 23rd 2020

Marisela Bonilla – Property Manager
Midwest Pointe Apartments
460 W Silverwood Drive
Midwest City, OK 73110

Property Owner
Pro Residential Management
631 S. Olive Street Suite 860
Los Angeles, California 90014

RE: **Official Notice – Unsafe Building / Complex**
Midwest Pointe Apartments
All Buildings in the Complex
Midwest City, Oklahoma 73110

To whom it may Concern,

This letter serves as **Official Notification** of “*International Fire Code Violations and Notice of Unsafe Building Conditions*”, in accordance with the 2015 International Fire Code (IFC) Sections 109.3 and 110 as adopted by the State of Oklahoma and the City of Midwest City, that were observed during the inspections performed November 6th 2019, September 15th 2020, and September 23rd 2020. These inspections were performed secondary to official notifications from Midwest City Fire Department crews about the health and safety of the buildings’ occupants and anonymous complaints for the safety and integrity of the buildings.

Determination of **Unsafe Building Conditions** were made based on IFC Section 110.1.1 which states: Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate *means of egress* or which constitute a fire hazard, or are otherwise dangerous to **human life** or the **public welfare**, or which involve illegal or improper occupancy or **inadequate maintenance**, shall be deemed an unsafe condition.

The property owner is hereby required to provide a complete code study and evaluation of the buildings by licensed design professionals, to include but not limited to, a report stating the condition of all building components. The report shall verify all structural members exposed to conditions that have lacked maintenance and are capable of supporting all nominal loads and load effects. Identify, certify and repair/replace all electrical, mechanical and plumbing systems to be in full compliance with the locally adopted codes of the City of Midwest City. This analysis of the Midwest Pointe Apartments shall be received by **Friday, October 2nd 2020** to the Midwest City Fire Marshal’s office. Failure to provide this information will result in the condemnation and closure of the complex in accordance with IFC Section 110.3 and 110.4.

All tenant spaces that are vacant are required to be boarded, locked, blocked or otherwise protected to prevent entry by unauthorized individuals.

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.



Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110
dhelmberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



Observations of violations on September 23rd 2020 include but are not limited to:

- Failure to maintain safeguards (IFC Section 107.1)
- Failure to abate hazards (IFC Section 109.2)
- Health and safety hazards observed from interior conditions of different locations inside facilities (IFC Section 110)
- Waste accumulation and storage of combustible rubbish (IFC Section 304.1 & 304.2)
- Multiple electrical and wiring hazards requiring immediate abatement (IFC Section 605)
- Failed and non-maintained walls, ceilings, smoke barriers and smoke partitions (IFC Section 703, 703.1.1, 703.1.2, 703.1.3))
- Failure to maintain interior wall and ceiling finish and trim in existing buildings (IFC Section 803)
- Failure to maintain stairways (IFC Section 1011)
- Failure to maintain handrails (IFC Section 1014)
- General maintenance of the means of egress (IFC Section 1031)

This notice is being forwarded to the Chief Building official located at the City of Midwest City Community Development office. The hazards and observations noted meet the requirements of an unsafe building based on observed *unsafe conditions and structural hazards*. (IFC Section 110.1.1 & 110.1.2) This notice is also being sent to the Midwest City Code Enforcement office as well as, the federal housing authority (HUD) located at 301 NW 6th Street, Suite 200 and the Oklahoma County Health Department.

It is the owner/occupants responsibility to meet the minimum requirements of the International Fire Code. *Section 109.2 states:* Correction and abatement of violations of this code shall be the responsibility of the owner or the owner's authorized agent. Where an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions.

The owner of the property is responsible for abatement and correction of all violations that have been discovered.

Respectfully,

Duane Helmberger
Fire Marshal
Midwest City Fire Department

From: Steven Glass <steveneglass@gmail.com>
To: Duane Helmberger <dhelmberger@midwestcityok.org>, Sumi Dave <sumi@proes...>
Date: 10/9/2020 12:24 PM
Subject: Midwest Pointe - Notice to Comply
Attachments: Electrical Report.pdf; Structural Report - Unit 148.pdf; Structural Report - Unite 137.pdf

Mr. Helmberger,

I have attached the following:

1. 2 Structural Reports from Metro Engineering, LLC
2. 1 Electrical Report from Allegiance Electric.

My client will be in Oklahoma next week to engage contractors to make the repairs set forth in the reports.

Pending repairs, my client will make sure the property is safe and secure.

Upon completion, we will contact you to request a re-inspection.

Please confirm that this is acceptable to you.

Thank you.

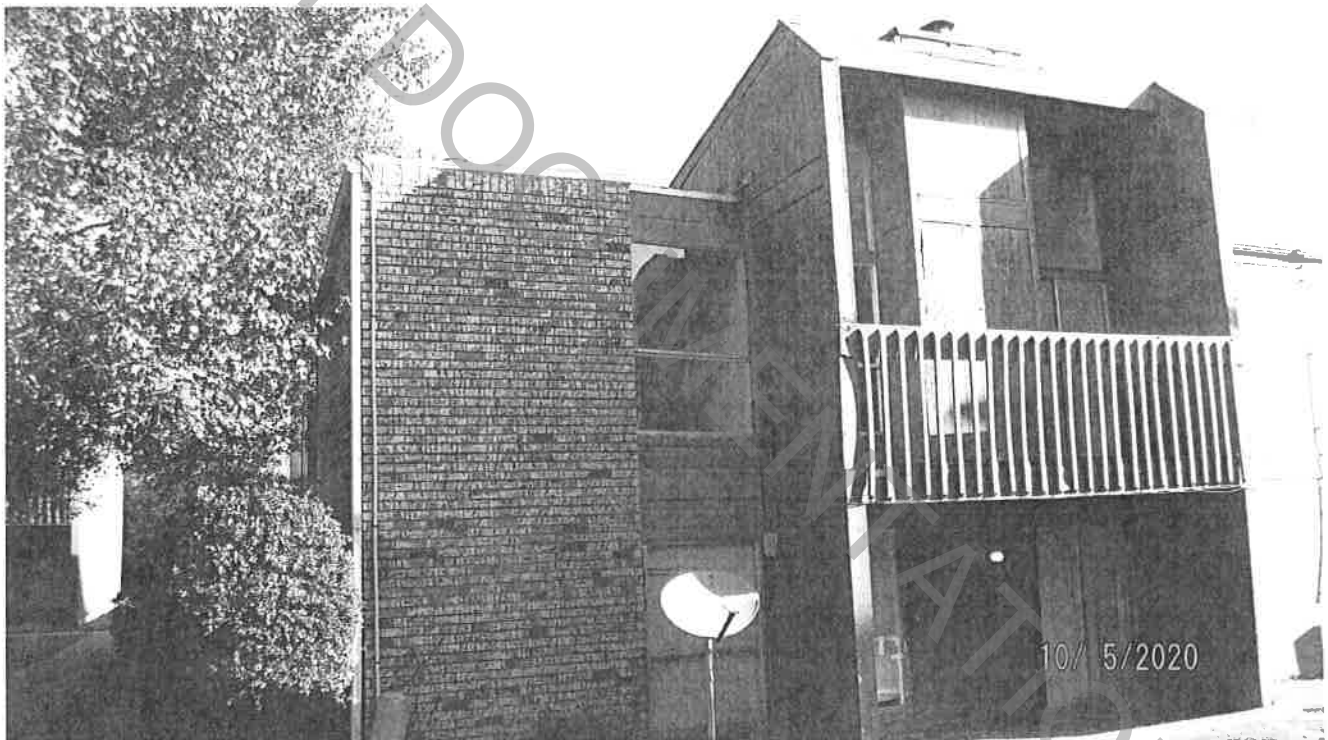
--

Steven E. Glass, Esq.
1870 Verdugo Loma Dr., Suite C
Glendale, CA 91208
(818) 243-6776
(818) 548-8852 Fax
steveneglass@gmail.com

DOCUMENTATION

Report Date
Oct 5, 2020

Structural Report #2010051
460 W Silverwood Drive, Unit 148
Midwest City, OK 73110





Email: MetroEngineer@cox.net
Phone: 405-388-1616

Oct 5, 2020

Subject: 460 W Silverwood Drive, Unit 148
Midwest City, OK 73110

Prepared for Owner: Sonny Jogani

1. **Introduction and Scope of Service:** Thank you for the opportunity to provide this structural evaluation. A limited visual non-destructive structural evaluation at subject address was completed on Oct 5, 2020. Scope of the request was limited to visually inspecting the structural components of the residence. Visual non-destructive evaluation is based upon the premise that symptoms of foundation movement can be seen and judged by the eye or sensed by walking the floor.
2. **Observations and Recommendation:** According to property records, the original building is estimated to be built in the year 1973. The residence was vacant on the date of the inspection. The structure is one unit of a two-story multi-family dwelling constructed of wood framing, and appears to be supported on a concrete foundation with a slab-on-grade floor. The roof is constructed of a combination of sloped and low-sloped wood rafters. Exterior finish is primarily non-structural brick veneer and wood siding. For the purpose of this report the front entry faces a northerly direction. The following observations and recommendations resulted from the inspection.
 - a. All walls in this unit are covered with a significant amount of mold, reference typical Photos A & B. Deteriorated wood framing is visible in localized sections of removed drywall. Deteriorated sub-floor was observed in localized open areas of the ceiling. The multi-ply timber beam located across the opening between the living room and front entry has separated. Exterior siding and trim is in poor condition. Second story balcony rail is loose and most likely would not support a 200 pound load. Recommend the following repairs be performed by a qualified and insured contractor.
 - i. Use a qualified mold remediation contractor to remove all the sheetrock from the ceiling and walls then neutralize the mold.
 - ii. Recommend replace deteriorated sill plates and replace with pressured treated lumber. Anchor the new sill plates with 7-inch-long 1/2 diameter expansion anchor bolts installed at 6 feet spacing, within 2 feet of exterior corners, and at each side of splice joints.
 - iii. Recommend replace deteriorated wall studs, top plates, rim joists, exterior sheathing, and headers above windows and doors.
 - iv. Recommend shore up the second story floor joist and replace the beam located between the living room and bedroom.
 - v. Recommend remove the second story concrete flooring in the areas of deteriorated sub-flooring, then replace the subflooring with 3/4 inch plywood.
 - vi. Recommend nail the separated multi-ply timber beam located across the front entry opening.
 - vii. Recommend repair the roofing and roof flashing to prevent water penetration.
 - viii. Recommend repair the siding around the exterior.
 - ix. Recommend strengthen or replace the second story balcony railing.



Email: MetroEngineer@cox.net
Phone: 405-388-1616

3. **Limitations:** By accepting this report you understand the conditions and limitations stated in this report. Evaluation and report fees are based on a single visit to the property and do not include providing formal detailed construction drawings or repair plan. Evaluation was conducted only on visible and safely accessible areas of the structure. Actual structural components such as foundations and framing are partially to totally hidden from view. The evaluation is limited to the apparent condition of the building on the date of the inspection. Original structural design drawings, geotechnical reports, and construction inspection reports were not available to Metro Engineering LLC during this evaluation. No coring, digging, soil testing, or design analysis was performed during the evaluation. No carpet or floor covering was removed to view slab conditions. All details and conditions observed at this inspection may not be noted in the report. However, all conditions necessary and sufficient to describe and document the conditions are included.
4. **Notifications:** This report is intended for the sole use of the client and no contractual relationship exists with or obligation to any party other than the client. Some or all the opinions and recommendations may be based on information provided at the evaluation. Opinions and recommendations stated in this report are from a professional, education, and experience perspective and not to be used for liability claims against Metro Engineering, LLC or others in this matter. No liability is assumed by Metro Engineering, LLC for incorrect diagnosis that results from false or misleading information. All disagreements as a result of this evaluation shall be handled through arbitration. The right to amend recommendation stated in this report is reserved should any subsequent information or data is presented. This evaluation excludes identifying the existence of hidden structural damage caused by wood destroying organisms such as mold, mildew and fungus, or the presence of termites or other wood-destroying insects. Condition of architecture features, decks and detached buildings are typically not addressed in this report unless otherwise stated. This evaluation should not be construed to be a compliance inspection with respect to current building codes or regulations. This evaluation does not include providing design analysis or construction drawings for recommended repairs. Metro Engineering does not participate or oversee repair work recommended in this report. Additional fees will be charged for follow-up inspections.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary McCracken", written over a light blue watermark that says "COPYRIGHT INFORMATION".

Gary McCracken, PE 17372
Metro Engineering, LLC
CA 5660 Expiration Date 6/30/2021



Attachment: Photo A & B



Email: MetroEngineer@cox.net
Phone: 405-388-1616

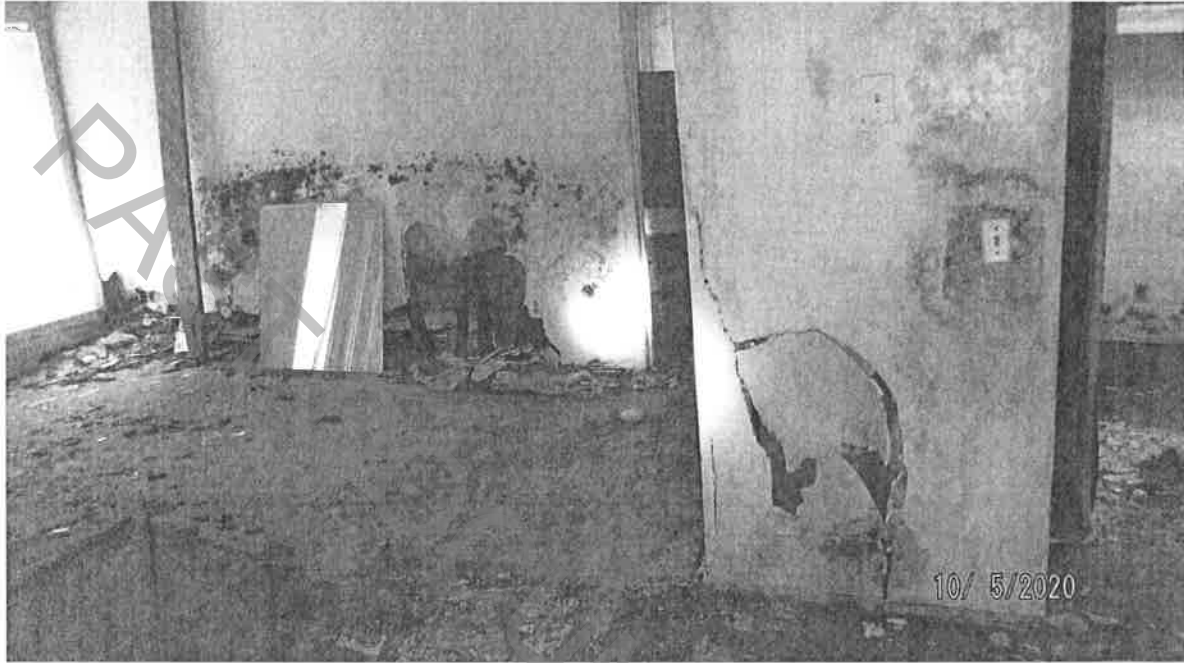


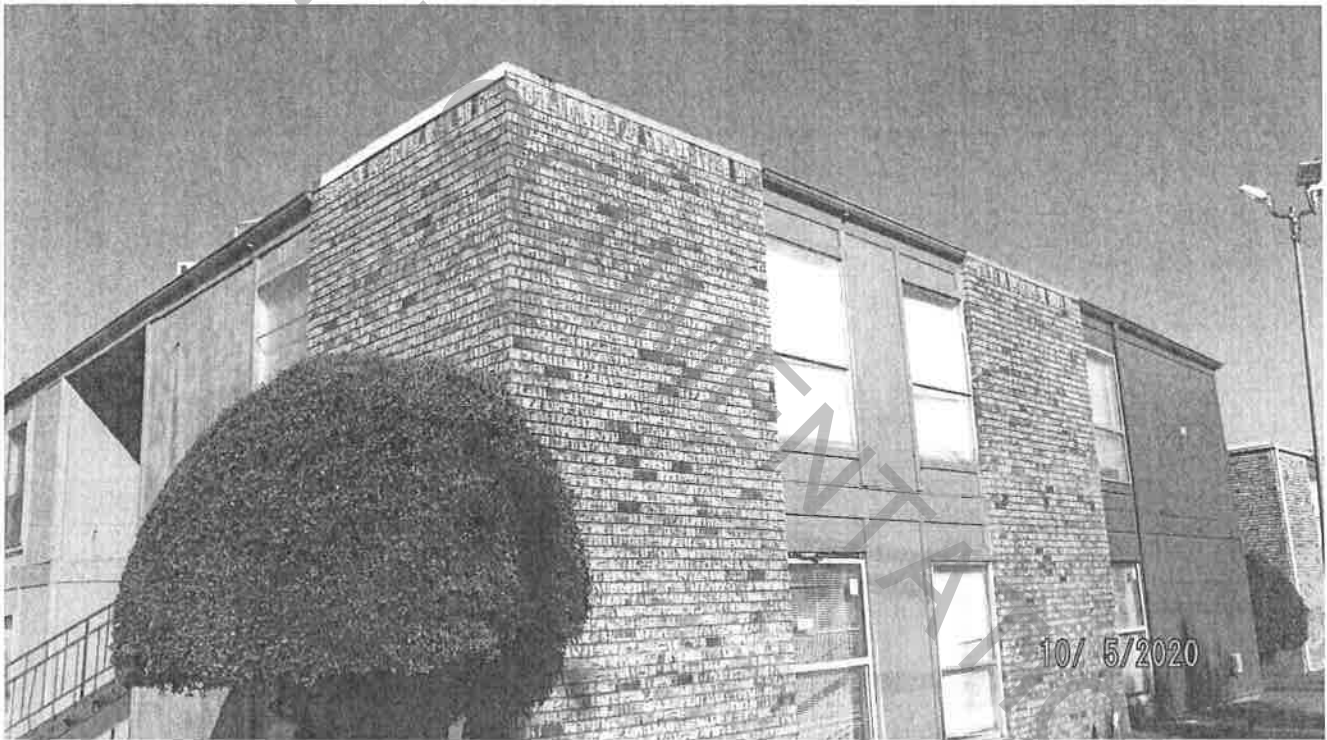
Photo A: Typical mold throughout



Photo B: Typical mold throughout

Report Date
Oct 5, 2020

Structural Report #2010052
460 W Silverwood Drive, Unit 137
Midwest City, OK 73110





Email: MetroEngineer@cox.net
Phone: 405-388-1616

Oct 5, 2020

Subject: 460 W Silverwood Drive, Unit 137
Midwest City, OK 73110

Prepared for Owner: Sonny Jogani

1. **Introduction and Scope of Service:** Thank you for the opportunity to provide this structural evaluation. A limited visual non-destructive structural evaluation at subject address was completed on Oct 5, 2020. Scope of the request was limited to visually inspecting the structural components of the residence. Visual non-destructive evaluation is based upon the premise that symptoms of foundation movement can be seen and judged by the eye or sensed by walking the floor. Symptoms of foundation movement may include, but not limited to, cracks in exterior veneer, separation of upper trim boards, separation of brick veneer at window and door frames, cracks and drywall tape shear in interior walls and ceilings, out-of-square doors frames, and sloped floors. Not all distress is necessarily caused by foundation movement.
2. **Observations and Recommendation:** According to property records, the original residence is estimated to be built in the year 1973. The residence was vacant on the date of the inspection. The structure is one unit of a two-story multi-family dwelling constructed of wood framing, and appears to be supported on a concrete foundation with a slab-on-grade floor. The roof is constructed of a combination of sloped and low-sloped wood rafters. Exterior finish is primarily non-structural brick veneer and wood siding. For the purpose of this report the front entry faces a northerly direction. The following observations and recommendations resulted from the inspection.
 - a. North side kitchen and living room walls and walls of the south bedroom and closet are covered with a significant amount of mold, reference typical Photos A & B. Deteriorated wood framing is visible at the SW corner of the south bedroom. Deteriorated sub-floor was observed in localized open areas of the ceiling. Exterior siding and trim is in poor condition. Recommend the following repairs be performed by a qualified and insured contractor.
 - i. Use a qualified mold remediation contractor to remove localized areas of sheetrock from the walls then neutralize the mold.
 - ii. Recommend replace deteriorated sill plates and replace with pressured treated lumber. Anchor the new sill plates with 7-inch-long 1/2 diameter expansion anchor bolts installed at 6 feet spacing, within 2 feet of exterior corners, and at each side of splice joints.
 - iii. Recommend replace deteriorated wall studs, top plates, rim joists, window headers and exterior sheathing.
 - iv. Recommend remove the second story concrete flooring in the areas of deteriorated sub-flooring, then replace the subflooring with 3/4 inch plywood.
 - v. Recommend repair the roofing and roof flashing to prevent water penetration.
 - vi. Recommend repair the siding around the exterior to prevent water penetration.
3. **Limitations:** By accepting this report you understand the conditions and limitations stated in this report. Evaluation and report fees are based on a single visit to the property and do not include providing formal detailed construction drawings or repair plan. Evaluation was conducted only on visible and safely accessible areas of the structure. Actual structural components such as



Email: MetroEngineer@cox.net
Phone: 405-388-1616

foundations and framing are partially to totally hidden from view. The evaluation is limited to the apparent condition of the building on the date of the inspection. Original structural design drawings, geotechnical reports, and construction inspection reports were not available to Metro Engineering LLC during this evaluation. No coring, digging, soil testing, or design analysis was performed during the evaluation. No carpet or floor covering was removed to view slab conditions. All details and conditions observed at this inspection may not be noted in the report. However, all conditions necessary and sufficient to describe and document the conditions are included.

4. **Notifications:** This report is intended for the sole use of the client and no contractual relationship exists with or obligation to any party other than the client. Some or all the opinions and recommendations may be based on information provided at the evaluation. Opinions and recommendations stated in this report are from a professional, education, and experience perspective and not to be used for liability claims against Metro Engineering, LLC or others in this matter. No liability is assumed by Metro Engineering, LLC for incorrect diagnosis that results from false or misleading information. All disagreements as a result of this evaluation shall be handled through arbitration. The right to amend recommendation stated in this report is reserved should any subsequent information or data is presented. This evaluation excludes identifying the existence of hidden structural damage caused by wood destroying organisms such as mold, mildew and fungus, or the presence of termites or other wood-destroying insects. Condition of architecture features, decks and detached buildings are typically not addressed in this report unless otherwise stated. This evaluation should not be construed to be a compliance inspection with respect to current building codes or regulations. This evaluation does not include providing design analysis or construction drawings for recommended repairs. Metro Engineering does not participate or oversee repair work recommended in this report. Additional fees will be charged for follow-up inspections.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary McCracken", written over a faint, large watermark that says "NOT FOR DOCUMENTATION".

Gary McCracken, PE 17372
Metro Engineering, LLC
CA 5660 Expiration Date 6/30/2021



Attachment: Foundation Plan



Email: MetroEngineer@cox.net
Phone: 405-388-1616



Photo A: Mold on kitchen wall

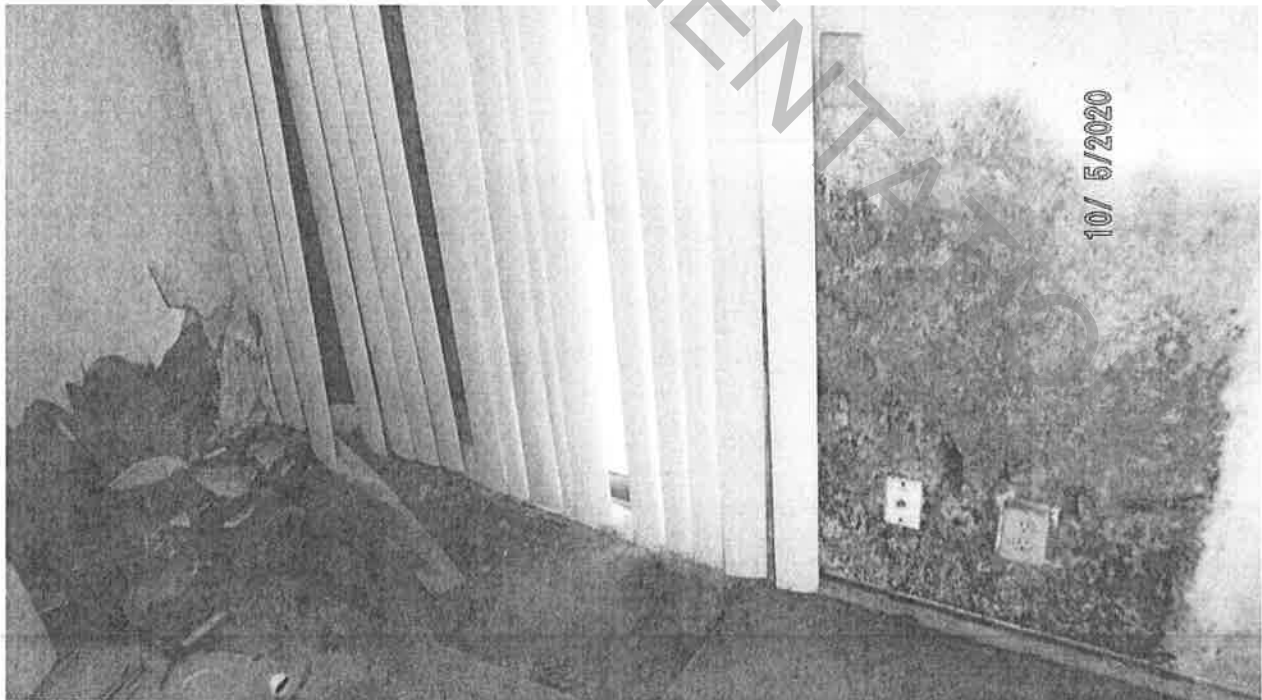


Photo B: Mold on living room wall

From: Steven Glass <steveneglass@gmail.com>
To: Christine Brakefield <CBrakefield@midwestcityok.org>
CC: Pratik Jogani <pjogani110@gmail.com>, Duane Helmberger <DHelmberger@midw...>
Date: 12/3/2020 1:19 PM
Subject: Re: Fwd: Fwd: Area Contractors - Silverwood Apartments

Pratik,

Please forward to the contractor and request that he secure all necessary permits.

Thanks

On Thu, Dec 3, 2020 at 7:07 AM Christine Brakefield <CBrakefield@midwestcityok.org> wrote:

- > I have reviewed the proposal for what appears to be a single unit. This
- > proposal is a good start.
- >
- > Before work begins a remodel permit, all trades and a roof permit will
- > need to be pulled. As part of the permit submission detailed elevations and
- > a floor plan will need to be provided. Some of the information that should
- > be included is the species, size, span and location of all load bearing
- > members (wall studs, anchor plates, top plates, rim joists headers, beams
- > etc).
- >
- > All of this information must be submitted along with a remodel permit
- > application (which I have attached). Once the remodel permit is approved
- > the roof and trade permits will need to be pulled.
- >
- > Once work begins and all the framing is exposed the city will need to do
- > an inspection to ensure all damaged or compromised framing and systems are
- > properly removed.
- >
- > Please let me know if you have any questions.
- >
- > Christine Brakefield, MPA
- > Chief Building Official
- > Community Development Division
- > Midwest City, Oklahoma
- > 405.739.1270 cbrakefield@midwestcityok.org
- >
- > "You can only govern men by serving them" - Victor Cousin
- >
- >
- >
- > >>> Duane Helmberger 12/1/2020 3:40 PM >>>
- > Please send information in regards to what work the contractor is
- > performing and who the contractor is.
- >
- > The Community Development office handles all remodels and renovation
- > permits. Their phone number is 405-739-1211. Dependent on the extent of the
- > work based on the report submitted a plan review of repairs may be
- > required.
- >
- > Please send the information regarding the repairs. At this point I have
- > received nothing other than statements that the repairs will be made. I

> need more information in regards to the type and extent of the repairs.
>
> I have copied Christine Brakefield (Chief Building Official) and Heather
> Poole (City Attorney) to this email in order to keep them informed of the
> ongoing situation.

> Patience is critical but safety is key.

>
> Duane Helmberger
> Fire Marshal
> Midwest City Fire Department
> (405)739-1355
> dhelmberger@MidwestCityOK.org
> "The goal is not to be better than anyone else but
> rather be better than you were yesterday."

> >>> Steven Glass <steveneglass@gmail.com> 12/1/2020 3:29 PM >>>

> Duane,

> My client says that we are just waiting for the contractor to start work.

> All is in place to get this done.

> Thank you for your patience.

> On Mon, Nov 30, 2020 at 12:47 PM Duane Helmberger <
> DHelmberger@midwestcityok.org> wrote:

> > Mr. Glass,

> > Do we have any update on the status of this rehabilitation for the
> > apartments?

> > The last email I have from you was dated 11/5/2020.

> > Duane Helmberger
> > Fire Marshal
> > Midwest City Fire Department
> > (405)739-1355
> > dhelmberger@MidwestCityOK.org
> > "The goal is not to be better than anyone else but
> > rather be better than you were yesterday."

> > >>> Steven Glass <steveneglass@gmail.com> 11/5/2020 11:28 AM >>>

> > Duane,

> > I will send you a copy of the contract as soon as I receive it.

> > ----- Forwarded message -----

> > From: Sonny Jogani <pjogani110@gmail.com>

> > Date: Thu, Nov 5, 2020 at 6:49 AM

> > Subject: Re: Fwd: Area Contractors

> > To: Steven Glass <steveneglass@gmail.com>

> > Cc: Sumi Dave <sumi@proresidential.com>, miriam martinez <



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : May 16, 2023

SUBJECT : Discussion, consideration, and possible action of an appeal from a determination from the Traffic and Safety Commission by Mr. Troy Teel (TS-449).

This item is in regards to an issue related to the installation of stop signs along North Peebly Drive at Havenwood Drive and Sunvalley Drive. The Traffic and Safety Commission (Commission) recommended the item and City Council approved the installation of the stop signs at the stop signs at the September 28, 2021 City Council Meeting.

After the stop signs were installed, Mr. Teel petitioned to remove the newly installed stop signs. The item was heard by the Commission April 21, 2022 and was rejected. After multiple communications with Mr. Teel, it was determined that Mr. Teel's objection should be heard before the City Council.

Mr. Teel appeared at the February 28, 2023 City Council Meeting during Public Discussion and requested the City Council hear his appeal of the determination by the Commission to not recommend removal of the stop signs to the Midwest City Council. The City Council, through the City Manager requested the City Attorney review the matter procedurally to determine if it is proper for the City Council to hear the request by Mr. Teel.

The City Attorney reviewed city ordinances (specifically Section 24-35) and determined that it would be proper for the City Council to hear Mr. Teel's request. It was also recommended by the City Attorney that the original petitioners for the stop signs be invited to the City Council Meeting to voice their position. After further discussion, the City Manager determined that Mr. Teel's request be placed on the May 16, 2023 City Council agenda.

The question for the City Council to determine is whether to uphold the recommendation of the Commission from both the September 16, 2021 and April 21, 2022 meetings and the determination by the City Council from its September 28, 2021 meetings and retain the stop signs along North Peebly Drive at Havenwood Drive and Sunvalley Drive or to reverse those determinations and decisions and have the stop signs removed.

Traffic and Safety Commission and Process

The Traffic and Safety Commission is created by Chapter 2, Article VII of the Midwest City code of ordinances. According to Sec. 2-100 – Powers and duties.

It shall be the duty of the traffic and safety commission to:

- (a) Coordinate traffic and transportation activities in the city;*
- (b) Receive complaints and conduct hearings having to do with traffic and transportation matters;*
- (c) Recommend to the city council and other city officials ways and means toward improving traffic, transportation and checking conditions;*
- (d) Administer and enforce the traffic regulations of the city;*
- (e) Study and recommend to the city council proper locations for the installation and maintenance of traffic-control devices;*
- (f) Investigate generally traffic conditions;*
- (g) Recommend to the city council proper locations for crosswalks, safety zones and methods to facilitate proper flow of traffic and turning movements;*
- (h) Recommend places for the location of loading zones for public cars, including bus and taxicab stands for the greatest benefit to the public;*
- (i) Recommend parking limits, either no parking or limitations upon the time of parking;*
- (j) Recommend to the city council proper locations for stop signs and recommend intersections where stop signs should be installed or reduced speed locations; and***
- (k) Carry out any further duties which may be imposed upon it by ordinance or by the city council.*

The petition process is not in the code of ordinances but follows an established precedent:

1. Citizen petitions through the City Engineer
 - a. Petition includes reason why traffic item is requested.
 - b. Petition is signed by neighbors in the vicinity, no number requirement or distance from traffic control device
2. Once a petition is received by the City Engineer, an engineering study is performed.
3. City Engineer places item on the next upcoming Traffic and Safety Commission meeting.
 - a. Item includes recommendation and analysis by the City Engineer
4. Traffic and Safety Commission meeting
 - a. Original petitioner requested to be in attendance to speak
 - b. Depending on staffing, a representative from the Police Department is typically present to answer any questions regarding the site conditions.
5. After the Traffic and Safety Commission concludes, the City Engineer forwards the traffic cases to the City Council for final approval.
6. If City Council approves a new traffic control device; City Engineer creates a work order for the Public Works Department to install device.

The Commission typically meets on the 3rd Thursday of each month unless there is no petition to be reviewed.

History of TS-449

Date	Event	Item	Notes
8/30/2021	Petition turned into City Engineer for stop signs	Request to add stop signs along Peebly Drive at Havenwood Drive and Sunvalley Drive (TS-447)	Petition by Mr. Gillian; signed by 12 citizens
9/16/2021	Traffic and Safety Commission	Item # TS-447	All commissioners present voted to recommend the installation of the Stop Signs.
9/28/2021	City Council	Item # TS-447	All council present voted to approve the installation of the Stop Signs
4/06/2022	Petition (2 nd Revision) turned into City Engineer to remove stop signs	Request to remove stop signs along Peebly Drive at Havenwood Drive and Sunvalley Drive (TS-449)	Petition by Mr. Teel; signed by 68 citizens
4/21/2022	Traffic and Safety Commission	Item # TS-449	All commissioners present voted to reject the petition and leave the signs in place.

Mr. Teel raises multiple factors in his appeal.

1. The warrant of a stop sign.
2. Who should be able to petition for a traffic control item before Traffic and Safety Commission.

Stop Sign warrants:

Mr. Teel contends that the Stop Sign was improperly placed according to the Manual of Uniform Traffic Control Devices (MUTCD). The original petition cited “speed” as a reason for the installation of a Stop Sign which should never be a consideration for stop signs and is cited by the MUTCD as such; 2B.04 05 “YIELD or STOP signs should not be used for speed control”. In talking with Patrick Menefee, PE, City Engineer who wrote the original engineering study; he agreed that even though the original petitioner stated for speed; after his engineering study, felt that the factor for installation of the stop signs was 2B.04 05 D.

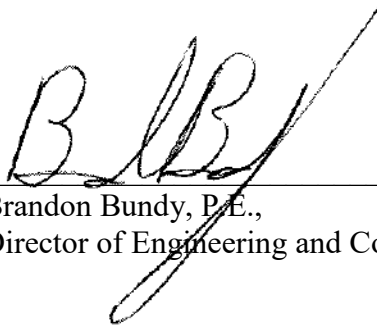
D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.”

Petition Requirements:

Mr. Teel raised questions about the validity and process of the petition. After his objections were raised, we as staff agreed that the present practice is not effective. Before you today are two petitions from the neighborhood. The question that has been asked of staff is which citizen

petitions and what is there associated “weight”? Typically, if a sign is petitioned to be in someone’s yard; that person must sign the petition. Beyond that, we have not had a requirement on amount of signatures or a distance. As Mr. Teel has brought to attention; installation of traffic control affects not only those around an intersection but the neighborhood driving through.

As a result, staff has been researching out metropolitan cities’ policies and is putting together an updated traffic and safety petition process. Staff will finalize the draft before taking it through the Commission and then review by City Council.

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and extends above and below the line.

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

Attachments

ANY PERSON REQUIRING THE ASSISTANCE OF A SIGN LANGUAGE INTERPRETER SHOULD CONTACT THE PERSONNEL DIRECTOR AT 405-739-1235 (TDD) AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE.

**AGENDA FOR MIDWEST CITY
TRAFFIC AND SAFETY COMMISSION**

September 16th, 2021: 6:00 PM
City Hall / Council Chambers
100 N. Midwest Blvd.

A. PLEDGE OF ALLEGIANCE:

B. MINUTES:

Acceptance of Minutes from September 17th, 2020.

C. NEW MATTERS:

- a. (TS-445) Discussion and consideration of accepting and making part of the public record the Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive.
- b. (TS-446) Discussion and consideration of accepting and making part of the public record the Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive.
- c. (TS-447) Discussion and consideration of adding STOP signs along North Peebly Drive at the intersections with West Havenwood Drive and Sunvalley Drive.
- d. (TS-448) Discussion and consideration of adding STOP signs at Turtlewood River Road, Shell Drive, and Tortoise Drive at their northern intersections with Turtlewood Drive.

D. OLD AND TABLED MATTERS:

E. COMMISSION DISCUSSION:

F. PUBLIC DISCUSSION:

G. FURTHER INFORMATION:

H. ADJOURNMENT:



Public Works Administration
R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061
Patrick Menefee,
City Engineer of Public Works
pmenefee@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

TO: Traffic and Safety Commission
FROM: Patrick Menefee, P.E., City Engineer
DATE: September 16th, 2021
SUBJECT: (TS-447) Discussion and consideration of adding STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive.

DATES OF HEARINGS: Commission September 16th, 2021
City Council September 28th, 2021

APPLICANT/REQUESTOR: Jimmy Gillian
3204 North Peebly Drive
Midwest City OK 73110

The applicant, Jimmy Gillian, has requested STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive. The speed limit for North Peebly Drive is 25 mph. The applicant has 12 signatures of support for the request. The petition, exhibits, and the MUTCD requirements for stop signs are included with this application. City staff does believe that the last criteria of 2B.07 Multi-Way Stop Applications is applicable in this case where all the approaches and design characteristics are similar. **Therefore, the application does meet requirements for multi-way STOP signs under Section 2B.07.**

Patrick Menefee, P.E.
Public Works City Engineer

cc: Midwest City Police Department
Midwest City Street Department

File: TS-447

August 30, 2021

Mr. Patrick Menefee, P. E.
City Engineer
100 N. Midwest Blvd.
Midwest City, OK 73110

RE: Traffic and Safety Commission request to have "STOP" signs placed on N. Peebly Drive at its intersections with W. Havenwood Drive and Sunvalley Drive.

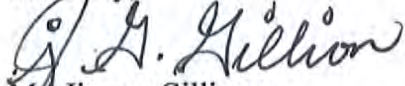
Dear Commissioners:

We, the residents of N. Peebly Drive in the Meadowood subdivision, request placement of "STOP" signs northbound and southbound on Peebly Drive at the referenced intersections in order to reduce speeds on Peebly Dr. Peebly is a major north-south artery on the west side of Meadowood. There is heavy vehicle traffic and significant pedestrian traffic competing with a lot of cars and pickups parked against the curbs. Recently, some of that auto traffic has been moving at ridiculous and very dangerous speeds (estimated 50-60 MPH in a 25 MPH zone). Despite the fact that the road is straight, the parked cars reduce it to a single lane and block the view of drivers attempting to back out of driveways. When you add speeding cars to the mix, collisions are inevitable. And at least one of the pedestrians is actually wheelchair-bound. N. Peebly is also on a school bus route with at least one stop in the span under discussion.

Attached is the required petition form indicating neighborhood agreement with this request.

I may be contacted at (405) 741-0006 to discuss my request.

Sincerely,


Mr. Jimmy Gillion
3204 N. Peebly Drive
Midwest City, OK 73110

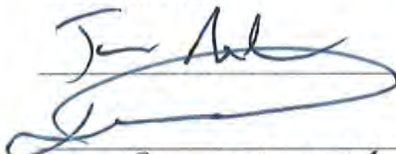


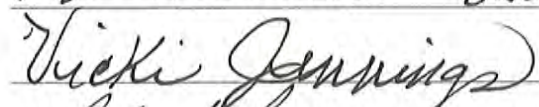
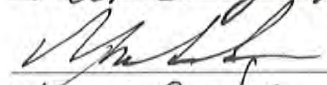
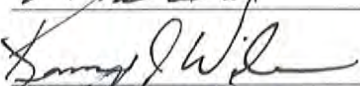
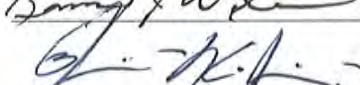
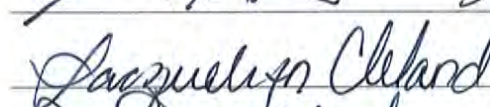
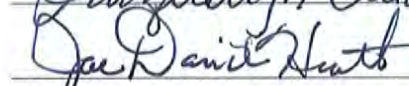
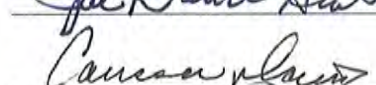
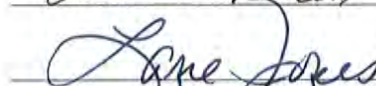
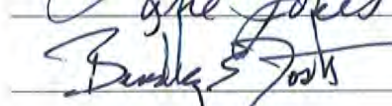
TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):

PETITION CONTACT PERSON: Name: Jimmy Gillion
Address: 3204 N. Peebly Drive
Phone: 405-741-0006

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

SIGNATURE ADDRESS AGREEMENT/DISAGREEMENT

	3220 N. Peebly Dr	Agree
	3217 N. Peebly Dr	Agree
	3208 N. Peebly Dr.	Agree
	3212 N. Peebly Dr.	Agree
	3213 N. Peebly Dr	Agree
	3214 N. Peebly Dr.	Agree
	3209 N. Peebly Dr.	Agree
	3205 N. Peebly Dr.	Agree
	3017 N. Peebly Dr	Agree
	3016 N. Peebly Dr	Agree
	3005 N. Peebly Dr	Agree
	3201 N. PEEBLY DR, MWC	Agree

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Minimum volumes:

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

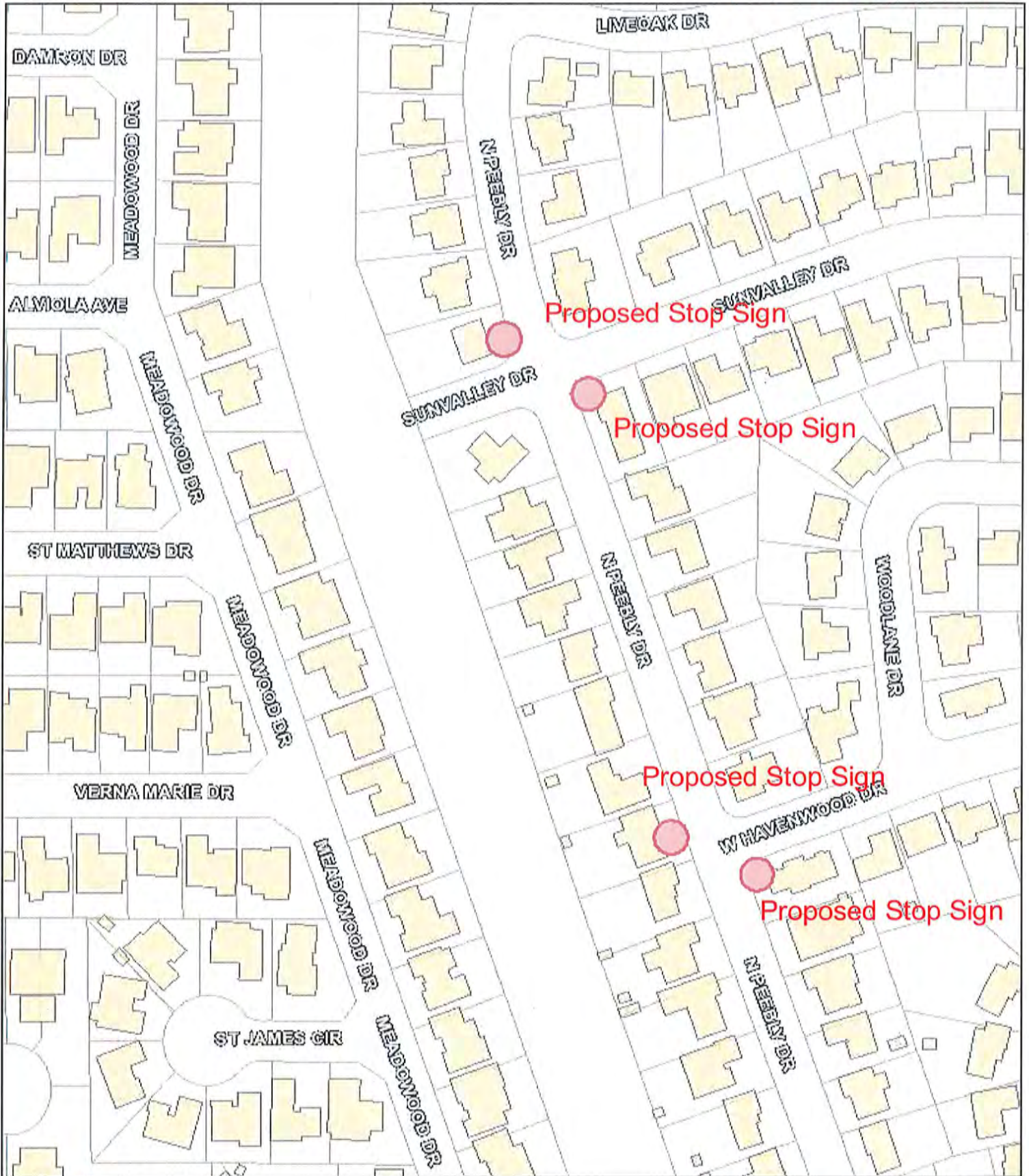
05 Other criteria that may be considered in an engineering study include:

The need to control left-turn conflicts;

The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.



Legend

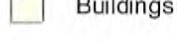
Street Names

Street Names

Landmark Buildings

Buildings

Parcels



DISCLAIMER

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

1 in = 188 ft

when printed actual size on 8-1/2"x11" paper



Image capture: Nov 2015 © 2021 Google

Midwest City, Oklahoma



Street View - Nov 2015





Image capture: Nov 2015 © 2021 Google

Midwest City, Oklahoma



Street View - Nov 2015



ANY PERSON REQUIRING THE ASSISTANCE OF A SIGN LANGUAGE INTERPRETER SHOULD CONTACT THE PERSONNEL DIRECTOR AT 405-739-1235 (TDD) AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE.

**AGENDA FOR MIDWEST CITY
TRAFFIC AND SAFETY COMMISSION**

April 21st, 2022: 6:00 PM
City Hall / Council Chambers
100 N. Midwest Blvd.

A. PLEDGE OF ALLEGIANCE:

B. MINUTES:

Acceptance of Minutes from October 21st, 2021.

C. NEW MATTERS:

- a. (TS-449) Discussion and consideration of removing STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive.
- b. Discussion and consideration of nominating a current Commission member to serve as a representative on the Subdivision Regulations Committee.

D. OLD AND TABLED MATTERS:

E. COMMISSION DISCUSSION:

F. PUBLIC DISCUSSION:

G. FURTHER INFORMATION:

- Nick Timme and Jamie Smith have been reappointed as members of the Traffic and Safety Commission and will be a part of the April 26th City Council agenda.
- (TS-447) Discussion and consideration of installing STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive

H. ADJOURNMENT:



Public Works Administration

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

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

405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Notice of the Midwest City Traffic and Safety Commission meeting was filed for the calendar year with the Midwest City Clerk and a copy of the agenda for the meeting was posted in the lobby of City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY
TRAFFIC AND SAFETY COMMISSION MEETING
September 16th, 2021 – 6:00 p.m.**

The meeting of the Midwest City Traffic and Safety Commission was held in the Council Chambers, Midwest City, Oklahoma County, on September 16th, 2021 at 6:00 p.m., with the following members:

Commission Members: Ed Schratwieser
 Jamie Smith
 Marcus Hayes
 Kim Morris

Absent: Shane Barker
 Nick Timme
 Sarah Lingemfelter

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

The meeting was called to order by Marcus Hayes.

A. PLEDGE OF ALLEGIANCE was led by Marcus Hayes.

B. MINUTES:

The meeting was called to order at 6:00 p.m. Ed Schratwieser made a motion to accept the minutes. Motion was seconded by Jamie Smith to approve the minutes of the meeting of September 17th, 2020.

Voting aye: All present.

C. NEW MATTERS:

(TS-445) Discussion and consideration of accepting and making part of the public record the Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive.

Patrick presented a summary of the item. Jamie Smith motioned to accept the summary. Seconded by Kim Morphis.

Voting aye: All present.

(TS-446) Discussion and consideration of accepting and making part of the public record the Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive.

Patrick presented a summary of the item. Ed Schratwieser motioned to accept the summary. Seconded by Kim Morphis.

Voting aye: All present.

(TS-447) Discussion and consideration of adding STOP signs along North Peebly Drive at the intersections with West Havenwood Drive and Sunvalley Drive.

Patrick presented a summary of the item. Ed Schratwieser motioned to approve the installation of STOP SIGNS on North Peebly Drive. Seconded by Jamie Smith.

Voting aye: All present.

(TS-448) Discussion and consideration of adding STOP signs at Turtlewood River Road, Shell Drive, and Tortoise Drive at their northern intersections with Turtlewood Drive.

Patrick presented a summary of the item and then the applicant addressed the Commission. Ed Schratwieser motioned to approve the installation of STOP SIGNS on Turtlewood River Road, Shell Drive, and Tortoise Drive. Seconded by Marcus Hayes.

Voting aye: All present.

D. OLD AND TABLED MATTERS:

None Discussed

E. COMMISSION DISCUSSION:

None Discussed.

F. PUBLIC DISCUSSION:

None Discussed.

G. FURTHER INFORMATION:

None provided.

H. ADJOURNMENT:

There being no further business, a motion was made by Marcus Hayes, seconded by Ed Schratwieser to adjourn the meeting. Voting aye: All present. Motion: carried. Meeting adjourned at 7:00 p.m.

Chair

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
September 28, 2021**

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

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

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

Absent: Ward 6 Rick Favors

OPENING BUSINESS. The Invocation was given by Ryan Rushing. The Pledge of Allegiance was led by Cadets Calhoun and Roden. Staff and Council made community-related announcements and comments.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda with exception to items #12, #13, and #14, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment, the minutes of the August 21, 2021 Special City Council meeting.
2. Discussion and consideration for adoption, including any possible amendment of, the August 24, 2021 meeting minutes.
3. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of August 2021.
4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Police Impound Fees Fund, expenditures/Police Department (62) \$7,440. 2018 GO Bonds Proprietary Fund, revenue/Transfer In (49) \$5,009; expenditures/Capital Water Imp (49) \$5,009. 2018 Election GO Bonds Fund, revenue/Transfer In (06) \$78,035; expenditures/Park & Recreation (06) \$78,035. General Gov't Sales Tax Fund, expenditures/General Government (14) \$5,261.
5. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
6. Discussion and consideration for adoption of, including any possible amendment to, Amendment No. 3 to United Golf, LLC, for additional sod and removal of 4' black vinyl fencing associated with renovations at John Conrad Municipal Golf Course, in the total amount of \$0.00.

7. Discussion and consideration of approving, including any amendment to, a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for FY 21-22.
8. Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Turning Point Industries, Inc. in the amount of \$18,835.98, respectively.
9. Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Hendrix Services, LLC in the amount of \$6,296.00 and \$7,101.00, respectively.
10. Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Matthews Trenching Company, Inc. in the amount of \$5,159.50, respectively.
11. Discussion and consideration for adoption, including any possible amendment of accepting the Jail Services Agreement for fiscal year 2021-22 with the City of The Village to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day.
15. Discussion and consideration for adoption, including any possible amendment to the appointment of Scott Young, resident of Ward 4 to the Citizens' Advisory Committee on Housing and Community Development for a four-year term ending 8/12/25.
16. Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.
17. Discussion and consideration for adoption, including any possible amendment, of declaring multiple office items as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.
18. Discussion and consideration, including any possible amendment, of declaring the following equipment from Street Department: (1) Stihl Edger, (1) Stihl Backpack Blower, (2) Stihl Weed Eaters, (1) Stihl Chain Saw and (1) 5' x 8' Trailer as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.
19. Discussion and consideration, including any possible amendment of, declaring (6) Chevrolet Impalas as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
12. **Discussion and consideration, including any possible amendment, of awarding the bid to and entering into a contract agreement with Cimarron Construction in the amount of \$207,888.00 for the construction and installation of the new I-40 and Hudiburg Drive Guard Rails and Safety Wall Improvements funded through the (013) Street and Alley Capital Outlay.** Menefee and Streets addressed the Council. After Staff and Council discussion, Byrne made a motion to approve, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.

13. **Discussion and consideration for entering into and approving, including any possible amendment, a Professional Services Agreement with Lee Engineering LLC., in the amount of \$99,911.01 to provide survey and design services for a future federal project to upgrade seven signals to an improved standard.** Bundy and Lyon addressed the Council. After Staff and Council discussion, Byrne made a motion to approve, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.
14. **Discussion and consideration for entering into and approving, including any possible amendment for Professional Services with H.W. Lochner, Inc., in the amount of \$269,397 to provide survey and design services for a future federal project on S.E. 29th Street; replacing the existing Bridge over Crutch Creek and rehabilitating the existing box structure over Kuhlman Creek.** After Council discussion, Eads made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.

DISCUSSION ITEMS.

1. **Discussion and consideration for adoption, including any possible amendment of 1) approval of the Land and Water Conservation Fund (LWCF) Project Agreement for the Mid America Park Expansion Project 2) authorization to submit the approved agreement and certifications to the Oklahoma Tourism and Recreation Department, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said project.** Craft addressed the Council. After Staff and Council discussion, Reed made a motion to approve the agreement and authorizations needed, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.
2. **Discussion and consideration, for adoption, including any possible amendments of a correction of an error in the legal description of Ordinance No. 3455 approved by the City Council August 24, 2021.** After staff and council discussion. Eads made motion to adopt corrected Ordinance 3455, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.
3. **(TS-445) Discussion and consideration of adoption, including any possible amendment of accepting the Traffic Signal Study and analysis for the intersection of S.E. 15th Street and Windsong Drive.** Byrne, Lyon, and Menefee address Council. After Staff and Council discussion, Byrne made a motion to send back to the Traffic Safety Committee for additional information including crash data and PD recommendation, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.
4. **(TS-446) Discussion and consideration of adoption, including any possible amendment of accepting the Traffic Signal Study and analysis for the intersection of N.E. 10th Street and Shadybrook Drive.** After staff and council discussion. Byrne made motion to send back to Traffic Safety Committee for addition information including crash data and PD recommendation, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried. JW Speaks, 3712 Shadybrook Dr., addressed Council.

5. **(TS-447) Discussion and consideration of adoption, including any possible amendment of adding STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive.** Menefee addressed Council. Reed made a motion to approve stop signs, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.
6. **(TS-448) Discussion and consideration of adoption, including any possible amendment of adding STOP SIGNS at Turtlewood River Road, Shell Drive, and Tortoise Drive at their northern intersections with Turtlewood Drive.** Menefee addressed Council. Eads made a motion to approve stop signs, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.
7. **(PC –2088) Public hearing with discussion and consideration of adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the properties described as lots 4 and 9 of the Frank Smith Addition, addressed as 2113 S. Air Depot Boulevard.** Harless and Maisch addressed Council. After Staff and Council discussion, Bowen made a motion to approve Resolution 2021-27, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.
8. **(PC–2089) Discussion and consideration of adoption, including any possible amendment, of the proposed Madison Addition Preliminary Plat, described as a part of the NW/4 of Section 1, T11N, R2W, located at 500 and 600 Davidson Road and 527 and 531 Saint Paul Avenue.** Harless addressed Council. After Staff and Council discussion, Byrne made motion to approve the plat, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, and Dukes. Nay: None. Absent: Favors. Motion carried.
9. **(PC-2090) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial and to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 S. Douglas Blvd.** Applicate withdrew. No Action Taken.
10. **(PC-2091) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from A-1, Agriculture to I-3, Heavy Industrial and a resolution for a Special Use Permit to allow the use of Animal Waste Processing, for the property described as a part of the SW/4 of Section 15, T12N, R2W, and addressed as 7221 NE 36th St.** Applicate withdrew. No Action Taken.
11. **Public hearing with discussion and consideration for adoption, including any possible amendment of an appeal filed by the owner of the property located at 132 Charles Avenue for the notice and order to abate trash and debris.** Stroh and K. Frye, applicant's attorney, addressed Council. After Staff and Council discussion, no action needed.
12. **Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article VI, Weapons, Section 28-104 Weapons; conditions for carrying concealed and unconcealed weapons.**



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

TO: Traffic and Safety Commission
FROM: Patrick Menefee, P.E., City Engineer
DATE: April 21st, 2022
SUBJECT: (TS-449) Discussion and consideration of removing STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive.

DATES OF HEARINGS: Commission April 21st, 2022
City Council May 24th, 2022

APPLICANT/REQUESTOR: Troy Teel
1128 Sunvalley Drive
Midwest City OK 73110

The applicant, Mr. Troy Teel, has requested the removal of the Stop Signs along North Peebly Drive at Havenwood Drive and Sunvalley Drive installed this past fall. The applicant has 68 signatures of support for the request. The petition, exhibits, and the MUTCD requirements for stop signs are included with this application.

The applicant states in the attached summary letter that he feels the Engineering Department was in error in recommending the installation of the signs and therefore is asking the Commission to reconsider their recommendation of approval.

The Traffic and Safety Commission heard the original installation request of these Stop Signs on September 16th, 2021 in item TS-447. This particular applicant's petition is attached in the further information portion of this agenda.

Action is at the discretion of the Traffic and Safety Commission.

Patrick Menefee, P.E.
City Engineer

cc: Midwest City Police Department
Midwest City Street Department



Legend



Buildings

Parcels

Landmark Buildings

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

DISCLAIMER

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

Section 2B.06 STOP Sign Applications

Guidance:

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*
- 02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*
- A. *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
 - B. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
 - C. *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

- 03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

- 01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
 - D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Original Date: 3 January 2022
Revision 1 Date: 25 February 2022
Revision 2 Date: 6 April 2022

Midwest City Engineering Division
Attn: City Engineer Patrick Menefee, P.E.
100 N. Midwest Boulevard
Midwest City, OK 73110

Re: Traffic and Safety Commission request to remove the unnecessary Northbound & Southbound STOP signs on N. Peebly Drive at the intersections with W. Havenwood Drive and Sunvalley Drive.

Dear Commission Members:

On September 16th 2021, the Traffic And Safety Commission considered petition TS-447 to install STOP signs at the intersections described above. In a letter to City Engineer Patrick Menefee, the petitioner states the objective is "to reduce the speed on Peebly Drive." I believe the petitioner saw the request as a possible fix-all solution. What the Commission Members may not have known is that the petitioner's request violates MUTCD Section 2B.04, Guidance 05, which states, "YIELD or STOP signs should not be used for speed control."

Any petition, endorsement, testimony, or subsequent vote, which in whole, or in part, was used to address any speed concerns on N.Peebly Drive, violated the letter and spirit of Section 2B.04, Guidance 05. Furthermore, Section 2B.07 is not applicable to either intersection as cited by the City Engineering Division as justification for the installation of STOP signs.

Each section of the MUTCD code includes a description which defines the circumstances for when or where the code applies. In this particular case, the last sentence of Section 2B.07, Support 01 defines a very specific intersection. It states, "Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal."

In other words, at the intersection of N.Peebly and W.Havenwood, the ratio of the traffic volume on N.Peebly Drive must be approximately equal (1:1 ratio) with the traffic volume on W.Havenwood Drive. An observation of the traffic volume at this intersection reveals that the ratio of traffic on N.Peebly Drive is about 2.4 times more than the traffic on W.Havenwood Drive. The traffic volumes are not approximately equal. As a result, Section 2B.07, as cited by the City Engineering Division, does not apply to this intersection.

In like manner, at the intersection of N.Peebly and Sunvalley, the ratio of the traffic volume on N.Peebly Drive must be approximately equal (1:1 ratio) with the traffic volume on Sunvalley Drive. An observation of the traffic volume at this intersection shows that the ratio of traffic on N.Peebly Drive is about 2.5 times more than the traffic on Sunvalley Drive. The traffic volumes are not approximately equal; therefore, Section 2B.07, as cited by the City Engineering Division, does not apply to this intersection.

The observed traffic volume data for both intersections is attached.

The MUTCD code sets the standard that must be met. In this case, the northbound and southbound STOP signs on N. Peebly Drive at the intersections with W. Havenwood Drive and

Sunvalley Drive do not meet the standard. As a result, they are "unnecessary" per MUTCD code. Section 1A.04 of the MUTCD code states, "Unnecessary traffic control devices should be removed".

We are requesting the Commission Members to take corrective actions and remove these STOP signs. Correct, and consistent, application of the MUTCD code demonstrates that decisions by the Commission and the City Council are beyond reproach.

N.Peebly has been, and will continue to be, a safe street. Accident records from the Midwest City Police Department, which were not included in the original petition, prove the street is safe and do not support the installation of these STOP signs. The accident report from the Midwest City Police Department is attached.

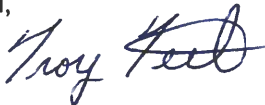
Vehicle volume has not increased, or changed, in decades. Additionally, as the photos in the original petition packet shows, the street is not impeded by vehicles parked along the curbs between these intersections. A complete study of these intersections shows that the STOP signs were not justified.

When these STOP signs are removed, we request "Warning" signs that state "Cross Traffic Does Not Stop" to be installed below the STOP signs at the west end of W.Havenwood Drive and Sunvalley Drive to alert all drivers to the changes made on N.Peebly Drive.

Attached is the required petition form indicating overwhelming neighborhood agreement with this request to restore N.Peebly back to the way it was for the last 50+ years.

I may be contacted at (405) 464 - 0750 to discuss this petition.

Thank you,



Troy Teel
1128 Sunvalley Drive
Midwest City, OK 73110

LOCATION Intersection of N. Peebly + W. Havenwood
 SUBJECT Traffic Volume Observation

Week of
 DATE 6 Feb 2022
 SHEET NO. THT

	Date + Time	Direction of Travel:			
		East on N. Peebly	West on N. Peebly	Onto W. Havenwood	From W. Havenwood
	Week of 6 Feb 2022 (ARRIVED at 11:05A / DEPARTED at 12:33P)				
①	11:06A		X		
2	11:06A	X			
3	11:07A		X		
4	11:07A	X			
5	11:09A	X			
6	11:12A		X		
7	11:12A				X
8	11:13A			X	
9	11:13A			X	
10	11:14A		X		
11	11:14A		X		
12	11:14A				X
13	11:14A				X
14	11:15A	X			
15	11:18A		X		
16	11:19A		X		
17	11:20A	X			
18	11:21A		X		
19	11:21A	X			
20	11:21A	X			
21	11:22A	X			
22	11:22A		X		
23	11:25A		X		
24	11:25A		X		
25	11:27A			X	
26	11:31A	X			
27	11:34A		X		
28	11:35A			X	
29	11:36A				X
30	11:37A				X
31	11:37A	X			
32	11:38A			X	
33	11:38A	X			
34	11:38A	X			
35	11:39A		X		
36	11:41A			X	
37	11:41A		X		
38	11:43A	X			
39	11:43A		X		
40	11:43A	X			
		<u>X</u> 14	<u>X</u> 15	<u>X</u> 6	<u>X</u> 5

LOCATION Intersection of N. Peebly + W. Havenwood

DATE Week of 6 Feb 2022

SUBJECT Traffic Volume Observation

SHEET NO. THT

	Date + Time	Direction of Travel:		Onto W. Havenwood	From W. Havenwood
		East on N. Peebly	West on N. Peebly		
	Week of 6 Feb 2022				
41	11:45A	X			
42	11:46A	X			
43	11:47A		X		
44	11:47A				X
45	11:48A	X			
46	11:48A			X	
47	11:49A				X
48	11:49A				X
49	11:49A				X
50	11:49A		X		
51	11:51A		X		
52	11:52A	X			
53	11:53A	X			
54	11:53A	X			
55	11:54A			X	
56	11:55A			X	
57	11:55A			X	
58	11:56A		X		
59	11:57A	X			
60	11:59A	X			
61	12:00P				X
62	12:00P	X			
63	12:02P				X
64	12:02P		X		
65	12:03P				X
66	12:03P	X			
67	12:08P				X
68	12:08P	X			
69	12:09P		X		
70	12:09P		X		
71	12:09P		X		
72	12:09P	X			
73	12:13P		X		
74	12:13P				X
75	12:16P	X			
76	12:16P	X			
77	12:17P		X		
78	12:18P		X		
79	12:19P	X			
80	12:21P	X			
		<u>16</u>	<u>11</u>	<u>4</u>	<u>9</u>

LOCATION Intersection of N. Peebly + W. Havenwood

DATE Week of 6 Feb 2022

SUBJECT Traffic Volume Observation

SHEET NO. _____

Date + Time	Direction of Travel			
	East on N. Peebly	West on N. Peebly	Onto W. Havenwood	From W. Havenwood
Week of 6 Feb 2022				
81 12:21P		X		
82 12:21P			X	
83 12:22P	X			
84 12:24P		X		
85 12:24P		X		
86 12:25P		X		
87 12:26P	X			
88 12:26P	X			
89 12:26P	X			
90 12:27P	X			
91 12:27P				X
92 12:30P	X			
93 12:30P		X		
94 12:30P				X
95 12:32P			X	
96 12:32P	X			
	<hr/>	<hr/>	<hr/>	<hr/>
	7	5	2	2

Totals

14	15	6	5
16	11	4	9
7	5	2	2
<hr/>	<hr/>	<hr/>	<hr/>
37	31	12	16

37 → 68 31 → 68

12 → 28 16 → 28

68 : 28
Reduces to
2.43 : 1

LOCATION Intersection of N. Peebly + Sunvalley
 SUBJECT Traffic Volume Observation

Week of
 DATE 13 Feb 2022
 SHEET NO. THT

Date + Time	Direction of Travel:		Onto Sunvalley	From Sunvalley
	East on N. Peebly	West on N. Peebly		
Week of 13 Feb 2022 (Arrived at 10:59A / Departed at 12:40A)				
1 10:59A	X			
2 11:00A				X
3 11:01A	X			
4 11:07A			X	
5 11:09A		X		
6 11:09A			X	
7 11:09A		X		
8 11:11A	X			
9 11:11A		X		
10 11:13A	X			
11 11:14A		X		
12 11:16A	X			
13 11:17A	X			
14 11:19A	X			
15 11:20A				X
16 11:24A				X
17 11:24A				X
18 11:26A		X		
19 11:28A				X
20 11:28A				X
21 11:33A	X			
22 11:36A	X			
23 11:39A		X		
24 11:40A	X			
25 11:42A	X			
26 11:42A		X		
27 11:42A		X		
28 11:43A	X			
29 11:43A	X			
30 11:43A	X			
31 11:45A				X
32 11:46A		X		
33 11:46A				X
34 11:49A	X			
35 11:52A		X		
36 11:52A		X		
37 11:54A		X		
38 11:55A		X		
39 11:55A				X
40 11:57A				X
	15	13	2	10

LOCATION Intersection of N. Peebly + Sunvalley

DATE Week of 13 Feb 2022

SUBJECT Traffic Volume Observation

SHEET NO. THT

	Date + Time	Direction of Travel:		Onto Sunvalley	From Sunvalley
		East on N. Peebly	West on N. Peebly		
	Week of 13 Feb 2022				
41	11:58A	X			
42	11:58A	X			
43	11:59A				X
44	12:02A		X		
45	12:06A			X	
46	12:09A		X		
47	12:10A			X	
48	12:12A	X			
49	12:14A		X		
50	12:18A	X			
51	12:19A		X		
52	12:23A	X			
53	12:25A	X			
54	12:26A			X	
55	12:29A		X		
56	12:31A		X		
57	12:32A		X		
58	12:33A			X	
59	12:33A		X		
60	12:34A	X			
61	12:35A		X		
62	12:36A				X
63	12:36A		X		
		7	10	4	2
Totals		$\begin{array}{r} 15 \\ 7 \\ \hline 22 \end{array}$	$\begin{array}{r} 13 \\ 10 \\ \hline 23 \end{array}$	$\begin{array}{r} 2 \\ 4 \\ \hline 6 \end{array}$	$\begin{array}{r} 10 \\ 2 \\ \hline 12 \end{array}$
		↘	↘	↘	↘
		45		18	
			45 : 18 reduces to		
			2.5 : 1		

Calls For Service Report - MIDWEST CITY POLICE DEPARTMENT

Call Number	Date	Time	Agency	Call Type	Address	Zone	District
18-07096	10/08/2018	15:27:06	MIDWEST CITY	ACCIDENT	2816 WOODCREST DR	DELTA	31
19-070544	10/17/2019	08:22:54	EMS	INJURY MWC			
			MIDWEST CITY	ACCIDENT	1024 WOODCREST DR	DELTA	31
			PD	HIT/RUN			
19-08261	11/16/2019	14:29:12	MIDWEST CITY	ACCIDENT	2817 WOODCREST DR	DELTA	31
			PD	HIT/RUN			
19-09130	11/30/2019	12:02:33	MIDWEST CITY	ACCIDENT NO	2817 WOODCREST DR	DELTA	31
			PD	INJURY			
20-03864	06/22/2020	17:53:57	MIDWEST CITY	ACCIDENT NO	3329 N PEEBLY DR	DELTA	31
			PD	INJURY			
20-040467	06/24/2020	14:14:11	MIDWEST CITY	ACCIDENT	1025 W PEEBLY DR	DELTA	31
			PD	HIT/RUN			
20-053714	08/15/2020	09:58:07	MIDWEST CITY	ACCIDENT	3312 N PEEBLY DR	DELTA	31
			PD	HIT/RUN			
20-078091	11/16/2020	20:09:00	MIDWEST CITY	ACCIDENT	2817 WOODCREST DR	DELTA	31
			PD	HIT/RUN			
21-027679	04/23/2021	16:36:25	MIDWEST CITY	ACCIDENT	1208 W PEEBLY DR	DELTA	31
			PD	HIT/RUN			

→ 3312 N. Peebly is 3 houses north of the N. Peebly / Sunvalley intersection.

→ 3329 N. Peebly is 8 houses north of the N. Peebly / Sunvalley intersection.

* * (Handwritten asterisks with arrows pointing to rows 20-03864 and 20-053714)



Image capture: Nov 2015 © 2021 Google

Midwest City, Oklahoma



Street View - Nov 2015





Image capture: Nov 2015 © 2021 Google

Midwest City, Oklahoma



Street View - Nov 2015





3105 N. Peebly Drive - After STOP signs were installed.

Signature

Address

Signature	Address	Agreement or Disagreement
Jim [Signature]	1117 Twilight	Disagreement Agreement
Jerome Montgomery	1208 TWILIGHT DR. MIDWEST CITY, OK.	AGREE
Michael D. Weese	1221 TWILIGHT	AGREE
Jack Butler	1229 Eve Dr	agree
Bryson Carter	1121 Twilight dr.	agree.
Joy Huska, DVM.	1129 Twilight Dr.	agree!!!
Latonia Grant	1209 Twilight Dr.	agree!
Kathy McClure	1216 Twilight	agree
Gaerina McMill	1229 Twilight	agree!!
	1233 Twilight	AGREE
JHM	1200 Twilight	Agree!
Gabrielle Harris	1233 Twilight Dr.	Agree!

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 • FAX (405)739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer

Live Oak

Agree or
Disagree

Signature

Address



1225 Live oak

Agree

~~James Harris~~

1224 Live Oak

Agree

Dylan Alexander

1216 Live Oak dr

Agree

Halli Ann

1213 Live oak Dr.

Agree

Alfred Smith

1137 Live Oak Dr

Agree

Trisha Baker

1133 Live oak

Agree

Antonia Mattox

1121 Liveoak DR

Agree

Maternal Carterhead

1117 Live oak

Agree

Sandra Gunstora

1108 Live oak drive

Agree

Dawn Richardson

1129 Live Oak Dr

Agree

Ben Ryelee

1136 live oak dr

Agree

Karen Hood

1217 Live Oak Dr

Agree

Alyanna Frazier

1205 Live oak Dr

Agree

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 • FAX (405)739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer

Sunvalley Signature	Address	Agree or Disagree
TREY ROSE	1001 SUNVALLEY	AGREE
Sam Donelson	1124 W Sunvalley Dr	Agree
Ricky Fox	1105 Sunvalley	Agree
Kalise Hunt	1200 Sunvalley Dr.	Agree
Grant Hunt	1226 Sunvalley Dr.	Agree
Ang Wang	1216 Sunvalley Drive	Agree
Elizabeth Lina	1228 " "	Agree
Arich	1232 Sunvalley Drive	Agree
Mickell Lujan	1100 sunvalley Dr.	Agree
Steve Stru	1104 sunvalley DR	Agree
Ed Coleen M Koelsch	1113 Sunvalley Dr.	Agree
Harvey Boatwright	1212 SUNVALLEY	AGREE
Terry Murphree	1217 Sunvalley	Agree

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 • FAX (405)739-1399 • TDD (405) 739-1359


An Equal Opportunity Employer

Woodlane

Signature


Address

Agree or
Disagree

 1129 W. Woodlane Agree

Grant Skaggs 1204 W. Woodlane Agree

 1105 W. Woodlane Dr. Agree

 1117 W. Woodlane Dr. Agree

Mina Bourke 1128 W. Woodlane Dr. Agree

Megan Willman 1121 W. Woodlane Agree

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 • FAX (405) 739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer

W. Havenwood

Signature

Address

Agree or Disagree

Philip White

~~1200~~ 1200 W Havenwood Dr

Agree

Edm Bep

1129 W Havenwood Dr

Agree

Marty Linderger

1124 W. Havenwood Dr

Agree

Barb Tinney

1119 W. Havenwood Dr

Agree

M. B. Chen

1109 W HAVENWOOD

(Agree)

Jody Nashida

1100 W. HAVENWOOD

(AGREE)

Amesh Lambert

1024 W. Havenwood

Agree

M. B. Chen

1205 W Havenwood Dr.

agree

Sandy Noma

1120 W. Havenwood Dr.

(Agree)

Myrtle J.

1121 Sunvalley Dr.

Agree

Brandon Pierson

1001 W Havenwood Dr

Agree

M. B. Chen

1016 W. Havenwood Drive

agree

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 • FAX (405)739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer



Public Works Administration

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

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

405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Notice of the Midwest City Traffic and Safety Commission meeting was filed for the calendar year with the Midwest City Clerk and a copy of the agenda for the meeting was posted in the lobby of City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY
TRAFFIC AND SAFETY COMMISSION MEETING
April 21st, 2022 – 6:00 p.m.**

The meeting of the Midwest City Traffic and Safety Commission was held in the Council Chambers, Midwest City, Oklahoma County, on September 16th, 2021 at 6:00 p.m., with the following members:

Commission Members: Ed Schratwieser
 Nick Timme
 Marcus Hayes
 Jamie Smith

Absent: Shane Barker
 Kim Morphis

Staff: Patrick Menefee, P.E., City Engineer
 John Shuck, MWCPD

The meeting was called to order by Nick Timme.

A. PLEDGE OF ALLEGIANCE was led by Nick Timme.

B. MINUTES:

The meeting was called to order at 6:01 p.m. Ed Schratwieser made a motion to accept the minutes. Motion was seconded by Marcus Hayes to approve the minutes of the meeting of October 21st, 2021.

Voting aye: All present.

C. NEW MATTERS:

(TS-449) Discussion and consideration of removing STOP SIGNS along North Peebly Drive at Havenwood Drive and Sunvalley Drive.

Patrick presented a summary of the application. The applicant spoke to his reasons to remove the signs. Residents from 3201, 3204, 3205, and 3209 North Peebly Drive spoke requesting to leave the signs in place. Nick Timme motioned to reject the application and leave the signs in place. Seconded by Ed Schratwieser.

Voting aye: All present.

Item 2, Discussion and consideration of nominating a member for serving on the ordinance review committee.

Nick Timme motioned to accept the position. Seconded by Marcus Hayes.

Voting aye: All present.

D. OLD AND TABLED MATTERS:

None Discussed

E. COMMISSION DISCUSSION:

None Discussed.

F. PUBLIC DISCUSSION:

None Discussed.

G. FURTHER INFORMATION:

H. ADJOURNMENT:

There being no further business, a motion was made by Ed Schratwieser, seconded by Marcus Hayes to adjourn the meeting. Voting aye: All present. Motion: carried. Meeting adjourned at 7:20 p.m.

Chair



PUBLIC DISCUSSION





FURTHER INFORMATION





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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : May 16, 2023

SUBJECT : Monthly Residential and Commercial Building report for April 2023

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



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 4/1/2023 to 4/30/2023

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Cell Tower Modification Bldg Permit	\$25,000.00
1	Com Demolition Permit	\$59,449.00
1	Com Driveway Permit	\$0.00
3	Com Fence Permit	\$38,800.00
9	Com General Electrical Permit	\$0.00
7	Com General Mechanical Permit	\$0.00
12	Com General Plumbing Permit	\$0.00
1	Com New Const Bldg Permit	\$1,800,000.00
3	Com New Const Mechanical Permit	\$0.00
1	Com New Const Plumbing Permit	\$0.00
16	Com Remodel Bldg Permit	\$6,028,600.00
1	Com Roofing Permit	\$0.00
11	Com Sign Permit	\$50,880.00
Total Value of Building - Commercial & Industrial:		8,002,729.00

Building - Public & Semi-Public

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
3	Hospital Remodel Bldg Permit	\$270,000.00
Total Value of Building - Public & Semi-Public:		270,000.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
6	Res Accessory Bldg Permit	\$117,328.90
1	Res Carport Permit	\$4,200.00
3	Res Driveway Permit	\$0.00
6	Res Fence Permit	\$55,700.00
35	Res General Electrical Permit	\$0.00
17	Res General Mechanical Permit	\$0.00
45	Res General Plumbing Permit	\$0.00
14	Res New Const Electrical Permit	\$0.00
9	Res New Const Mechanical Permit	\$0.00
19	Res New Const Plumbing Permit	\$0.00
12	Res Roofing Permit	\$24,800.00
4	Res Single-Fam Addition Bldg Permit	\$246,351.46
17	Res Single-Fam New Const Bldg Permit	\$3,607,573.00
17	Res Single-Fam Remodel Building Permit	\$535,234.67
3	Res Storm Shelter Permit	\$7,050.00
1	Res Swimming Pool / Hot Tub Permit	\$500.00
Total Value of Building - Residential:		4,598,738.03

Grand Total: \$12,871,467.03



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 4/1/2023 to 4/30/2023

Building - Commercial & Industrial

Cell Tower Modification Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/5/23	300 N AIR DEPOT BLVD, 73110	Sherry Huebinger	B-23-0574	\$25,000.00
				\$25,000.00

Com Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/17/23	9555 SE 15TH ST, MIDWEST CITY, OK, 0	M&M Wrecking, Inc.	B-23-0832	\$59,449.00
				\$59,449.00

Com Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/17/23	8754 SE 15TH ST, OK, 73110	4G CONCRETE INC	B-23-0956	\$0.00
				\$0.00

Com Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/19/23	1250 N AIR DEPOT BLVD, 73110	W. B. (Bill) Bean	B-23-0810	\$10,000.00
4/21/23	720 S AIR DEPOT BLVD, OK, 73110	Brady Thomas (Iron Tough Vinyl Fence)	B-23-0776	\$14,500.00
4/26/23	231 W MCARTHUR DR, 73110	Superior Fence Construction	B-23-0837	\$14,300.00
				\$38,800.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/27/23	10012 E RENO AVE, 73130	nick halfhill	B-22-0847	\$1,800,000.00
				\$1,800,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/3/23	2904 PARKLAWN DR, 73110	Marquita Jefferson	B-23-0712	\$10,000.00
4/3/23	9900 NE 23RD ST, MIDWEST CITY, OK, 0	jeff wallar	B-23-0158	\$8,000.00
4/4/23	5801 TINKER DIAGONAL, MWC, OK, 73110	Randal Moody	B-23-0766	\$51,000.00
4/5/23	7271 SE 29TH ST, MIDWEST CITY, OK, 0	Edward Burns	B-22-0880	\$1,100,000.00
4/5/23	7271 SE 29TH ST, MWC, OK, 73110	Clark Construction, Inc. - Edward Burns	B-22-2035	\$4,100,000.00
4/7/23	351 N AIR DEPOT BLVD, Z, 73110	Cary Rowton	B-22-2989	\$40,000.00
4/10/23	1250 N AIR DEPOT BLVD, 73110	William (Bill) Bean	B-23-0814	\$30,000.00
4/10/23	6000 E RENO AVE, 73110	William (Bill) Bean	B-23-0815	\$30,000.00
4/10/23	7546 SE 15TH ST, MIDWEST CITY, OK, 0	William Row	B-23-0392	\$47,000.00

4/11/23	2825 PARKLAWN DR, MWC, OK, 73110	Hill Construction Solutions LLC	B-23-0503	\$40,000.00
4/11/23	8713 E MAIN ST, OK, 73110	Nathan Currey	B-23-0272	\$20,000.00
4/13/23	6501 TINKER DIAGONAL, MWC, OK, 73110	Jason Kapka	B-22-2231	\$380,000.00
4/25/23	8811 E RENO AVE, #103 73110	Design One Building Solutions	B-22-2360	\$94,000.00
4/28/23	1740 S SOONER RD, A, 73110	Phase One Design, LLC - William Sullens	B-23-0053	\$13,000.00
4/28/23	1740 S SOONER RD, D, 73110	Phase One Design, LLC - William Sullens	B-23-0055	\$43,600.00
4/28/23	1740 S SOONER RD, E, 73110	Phase One Design, LLC - William Sullens	B-23-0056	\$22,000.00
				\$6,028,600.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/20/23	10101 E RENO AVE, 73130	GEMINI SOLAR CONSTRUCTION INC	B-23-0987	

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/12/23	7199 SE 29TH ST, 103, 73110	Kenny Syers	B-23-0750	\$5,000.00
4/12/23	7199 SE 29TH ST, 103, 73110	Kenny Syers	B-23-0751	\$5,000.00
4/20/23	2841 GLOBAL PKWY, MWC, OK, 73110	G&S Sign Services	B-23-0150	\$9,000.00
4/20/23	2841 GLOBAL PKWY, MWC, OK, 73110	G&S Sign Services	B-23-0151	\$8,000.00
4/26/23	7179 SE 29TH ST, MWC, OK, 73110	Chad	B-23-1002	\$10,000.00
4/27/23	7609 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-23-0801	\$4,300.00
4/27/23	7609 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-23-0800	\$2,300.00
4/27/23	7609 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-23-0799	\$2,200.00
4/27/23	7609 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-23-0798	\$3,400.00
4/27/23	7609 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-23-0797	\$700.00
4/27/23	7609 SE 29TH ST, MWC, OK, 73110	Bruce Edwards	B-23-0796	\$980.00
				\$50,880.00

Building - Public & Semi-Public

Hospital Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/10/23	2825 PARKLAWN DR, 73110	JOHN HILL	B-22-1657	
4/28/23	2825 PARKLAWN DR, MWC, OK, 73110	CMS Willowbrook- Robert Giordano	B-23-0638	\$250,000.00
4/28/23	2825 PARKLAWN DR, MWC, OK, 73110	CMS Willowbrook-Robert Giordano	B-23-0718	\$20,000.00
				\$270,000.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/11/23	10598 TUMILTY AVE, 73130	BRYANT, JIMMY	B-23-0565	\$15,000.00
4/12/23	325 ELM ST, MWC, OK, 73110	Jerry Johnson	B-23-0595	\$4,000.00
4/20/23	932 W SILVER MEADOW DR, MIDWEST CITY, OK, 0	Shannon Bartlett	B-23-0778	\$7,128.90
4/25/23	112 BELL DR, MWC, OK, 73110	Desaray Winn	B-23-0853	\$4,400.00
4/26/23	3217 ROLLING LN, MIDWEST CITY, OK, 0	Brandon Clark	B-23-0975	\$6,800.00
4/28/23	12370 JAYCIE CIR, 73130	Shane Campbell	B-23-1005	\$80,000.00

\$117,328.90**Res Carport Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/24/23	9319 PEACHTREE LN, MIDWEST CITY, OK, 73130	Wendell Wortham	B-23-0922	\$4,200.00

\$4,200.00**Res Driveway Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/11/23	2700 FOREST GLEN TER, MWC, OK, 73020	AM CONSTRUCTION	B-23-0895	\$0.00
4/12/23	2589 FOREST GLEN DR, MIDWEST CITY, OK, 73020	AM CONSTRUCTION	B-23-0900	\$0.00
4/28/23	129 BEARD DR, 73110	LIMITLESS CONSTRUCTION SOLUTIONS	B-23-1049	

\$0.00**Res Fence Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/11/23	601 MARGENE DR, MWC, OK, 73130	Kirstin Muse	B-23-0820	\$10,000.00
4/11/23	601 MARGENE DR, MWC, OK, 73130	Meaad Muse	B-23-0820	\$10,000.00
4/11/23	10325 LE JEAN, MWC, OK, 73130	LARRY OGEE	B-23-0827	\$10,000.00
4/12/23	712 N CEDAR DR, 73130	Glenda Eldridge	B-23-0809	\$17,000.00
4/14/23	1112 FERNWOOD DR, 73130	Dylan Skeen	B-23-0862	\$6,000.00
4/21/23	9117 OAK CREEK DR, MWC, OK, 73130	Iron Tough LLC	B-23-0793	\$11,000.00
4/25/23	13208 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-22-0145	\$1,700.00

\$65,700.00**Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/4/23	3705 PARKWOODS LN, 73110	MONROE HOLFORD ROOFING	B-23-0848	\$7,300.00
4/6/23	253 BEARD DR, MWC, OK, 73110	PERUCH, RIGOBERT	B-23-0869	\$0.00
4/10/23	2008 LAKESIDE DR, 73130	J & M ROOFING & SUPPLY CO	B-23-0882	
4/10/23	1936 BALLAD DR, 73130	J AND H SERVICE GROUP LLC	B-23-0883	\$11,000.00
4/10/23	9608 LYRIC LN, 73130	J AND H SERVICE GROUP LLC	B-23-0884	\$6,500.00
4/11/23	3121 SHADYBROOK DR, 73110	777 ROOFING AND CONSTRUCTION	B-23-0896	
4/12/23	1721 BALLAD DR, 73130	LANES ROOFING	B-23-0903	
4/17/23	612 HOLMAN PL, MWC, OK, 73110	NORTAC	B-23-0934	\$0.00
4/17/23	809 HOLOWAY DR, 73110	SPARROW CONSTRUCTION	B-23-0951	
4/19/23	417 W SILVER MEADOW DR, 73110	PARKER BROTHERS ROOFING	B-23-0970	
4/19/23	326 CEDAR BEND DR, 73130	MHM CONSTRUCTION	B-23-0968	
4/28/23	205 W COE DR, 73110	JOSE'S CONSTRUCTION LLC	B-23-1047	

\$24,800.00**Res Single-Fam Addition Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/3/23	451 N TIMBER RD, 73130	Garrett Widowski	B-23-0385	\$98,408.16
4/12/23	3808 ROSEWOOD CT, MWC, OK, 73110	Garrett Widowski	B-23-0847	\$44,364.93
4/12/23	645 CRESCENT CIR, MWC, OK, 73110	Garrett Widowski	B-23-0824	\$36,524.47
4/26/23	9601 WILLOW WIND DR, MWC, OK, 73130	Garrett Widowski	B-23-0819	\$67,053.90

\$246,351.46**Res Single-Fam New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/3/23	10506 BELLVIEW DR, 73130	Lindsay Smith	B-22-0495	\$175,000.00
4/6/23	10465 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0481	\$168,573.00
4/7/23	10488 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-0487	\$173,000.00
4/7/23	10484 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-0672	\$167,500.00
4/7/23	10480 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-0814	\$176,000.00
4/7/23	10476 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-0811	\$165,500.00
4/10/23	10040 PRIMROSE LN, 73130	Swm & Sons	B-23-0702	\$215,000.00
4/11/23	10301 E RENO AVE, OK, 73130	Fraze Enterprises LLC	B-22-0296	\$314,000.00
4/14/23	2709 SNAPPER LN, 73130	Home Creations, Inc.	B-22-0406	\$170,000.00
4/18/23	9602 SE 4TH ST, 73130	Brandon Leniger	B-23-0836	\$225,000.00
4/19/23	10472 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-1066	\$175,000.00
4/20/23	2589 FOREST GLEN DR, MIDWEST CITY, OK, 73020	Swm & Sons	B-22-2681	\$285,000.00
4/21/23	1708 RAIN TREE LN, MWC, OK, 73020	Michael Davidson	B-22-1469	\$350,000.00
4/24/23	825 WOODLAND DR, MWC, OK, 73130	Hampton Homes, LLC	B-23-0579	\$285,000.00
4/24/23	13208 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-22-0144	\$198,000.00
4/24/23	2520 S MIDWEST BLVD, 73110	Robert Smith	B-21-2413	\$150,000.00
4/26/23	1409 SANDRA DR, MWC, OK, 73110	Paul White	B-23-0891	\$215,000.00

\$3,607,573.00**Res Single-Fam Remodel Building Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/3/23	824 STIVER DR, MWC, OK, 73110	Avvio Solar	B-23-0333	\$14,000.00
4/3/23	612 HOLMAN PL, MWC, OK, 73110	Gene Catron	B-23-0811	\$100,000.00
4/4/23	6205 SE 6TH ST, MWC, OK, 73110	Avvio Services	B-23-0334	\$18,000.00
4/5/23	9228 RHYTHM RD, MWC, OK, 73130	Laila Suleiman	B-23-0735	\$40,208.00
4/6/23	208 COUNTRY CLUB CIR, MWC, OK, 73110	Christian McKinnis	B-23-0022	\$34,610.00
4/11/23	3303 BLUEBIRD CT, 73110	Ada Wion	B-23-0818	\$5,000.00
4/12/23	2525 MURRAY DR, MWC, OK, 73110	Garret Widowski	B-23-0795	\$32,265.67
4/17/23	636 JUNIPER AVE, 73130	Brad Julian	B-23-0235	\$30,000.00
4/19/23	837 HEDGE DR, 73110	Emalee Deckard	B-23-0849	\$31,951.00
4/19/23	3105 ROBIN RD, MWC, OK, 73110	bryan funderburgh	B-23-0607	\$30,000.00
4/21/23	1105 STANSELL DR, MWC, OK, 73110	Avvio Services	B-23-0223	\$17,000.00
4/24/23	6021 SE 6TH ST, 73110	TURNER, KENNETH	B-23-0929	\$2,000.00
4/24/23	800 LOTUS AVE, MIDWEST CITY, OK, 0	Alexander Vaidovits	B-23-0866	\$40,000.00
4/26/23	316 COUNTRY CLUB TER, MWC, OK, 73110	Avvio Services LLC	B-23-0972	\$15,700.00
4/26/23	508 COUNTRY CLUB CIR, 73110	Avvio Services LLC	B-23-0971	\$13,500.00
4/26/23	869 E STEED DR, MWC, OK, 73110	Luis	B-22-3020	\$1,000.00
4/27/23	9720 NE 4TH ST, MIDWEST CITY, OK, 0	Modern View Homes -Frederick Simpkins	B-22-2239	\$110,000.00

\$535,234.67**Res Storm Shelter Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
4/5/23	1232 THREE OAKS CIR, 73130	Roger Fry	B-23-0741	\$3,600.00
4/20/23	1801 MARKWOOD ST, 73130	Dalayna Newberry	B-23-0885	\$0.00
4/20/23	401 DELIA ST, MWC, OK, 73110	Caullen Alexander	B-23-0767	\$3,450.00

\$7,050.00**Res Swimming Pool / Hot Tub Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
---------------	-----------------	------------------	---------------	--------------



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 4/1/2023 to 4/30/2023

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	2
Building/Electrical General Inspection	13
Buildings - CO Inspection & Sign Off	12
Buildings - CO Reinspection & Sign Off	5
Com Amalgam Separator Final Inspection	1
Com Amalgam Separator Rough Inspection (Line Maintenar	1
Com Building Final Inspection	12
Com Building Final Reinspection	1
Com Drainage 1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage4 Inspection	1
Com Drainage4 Reinspection	1
Com Drainage5 Inspection	1
Com Driveway Inspection	1
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	1
Com Electrical Ceiling Inspection	5
Com Electrical Final Inspection	11
Com Electrical Final Reinspection	1
Com Electrical Rough-in Inspection	3
Com Electrical Rough-in Reinspection	1
Com Electrical Service Inspection	5
Com Fire Alarm Final Inspection	1
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Final Inspection	1
Com Fire Sprinkler Rough Inspection	1
Com Footing & Building Setback Inspection	1
Com Footing & Building Setback Reinspection	1
Com Gas Piping Inspection	1
Com Grease Trap Final Inspection	1
Com Grease Trap Rough Inspection (Building)	3
Com Grease Trap Rough Inspection (Line Maintenance)	3
Com Grease Trap Rough Reinspection (Building)	1
Com Grease Trap Rough Reinspection (Line Maintenance)	1
Com Light Test Inspection	1
Com Mechanical Ceiling Inspection	4
Com Mechanical Final Inspection	5
Com Mechanical Final Reinspection	3
Com Mechanical Rough-in Inspection	3
Com Plumbing Final Inspection	8
Com Plumbing Ground Inspection	1
Com Plumbing Ground Reinspection	1
Com Plumbing Rough-in Inspection	4
Com Plumbing Rough-in Reinspection	2
Com Sewer Service Inspection	4

Com Vent Hood Final Inspection (Building)	1
Com Vent Hood Final Inspection (Fire Marshal)	1
Com Vent Hood Rough Inspection	1
Commercial Meter Tap Inspection	2
County Health - CO Inspection & Sign Off	3
Electrical Generator Inspection	1
Electrical Generator Reinspection	1
Fire - CO Inspection & Sign Off	13
Fire - CO Reinspection & Sign Off	4
Fire Marshal General Inspection	3
General Inspection	2
Hot Water Tank Inspection	15
Hot Water Tank Reinspection	3
Line Maintenance General Inspection	1
Mechanical Change Out Inspection	12
Mechanical Change Out Reinspection	1
Placard Issued	2
Planning - CO Inspection & Sign Off	15
Planning General Inspection	1
Plumbing/Mechanical General Inspection	5
Pre-Con Site Inspection/Meeting	4
Res Building Final Inspection	8
Res Building Final Reinspection	2
Res Drainage1 Inspection	6
Res Drainage2 Inspection	6
Res Drainage3 Inspection	3
Res Drainage3 Reinspection	2
Res Drainage4 Inspection	3
Res Drainage4 Reinspection	2
Res Drainage5 Inspection	5
Res Drainage5 Reinspection	1
Res Driveway Inspection	2
Res Electrical Final Inspection	13
Res Electrical Final Reinspection	4
Res Electrical Ground Inspection	1
Res Electrical Rough-in Inspection	11
Res Electrical Rough-in Reinspection	6
Res Electrical Service Inspection	23
Res Electrical Service Reinspection	12
Res Fence Inspection	1
Res Fence Reinspection	1
Res Footing & Building Setback Inspection	11
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	9
Res Framing Reinspection	1
Res Gas Meter Inspection	1
Res Gas Piping Inspection	5
Res Gas Piping Reinspection	3
Res Insulation Inspection	5
Res Mechanical Final Inspection	6
Res Mechanical Final Reinspection	4
Res Mechanical Rough-in Inspection	8
Res Mechanical Rough-in Reinspection	3
Res Plumbing Final Inspection	3
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	11
Res Plumbing Ground Reinspection	6

Res Plumbing Rough-in Inspection	9
Res Plumbing Rough-in Reinspection	3
Res Retaining Wall Final Inspection	8
Res Retaining Wall Inspection	3
Res Roofing Inspection	7
Res Sewer Service Inspection	21
Res Sewer Service Reinspection	3
Res Storm Shelter Inspection	2
Res Temporary Electrical Pole Inspection	6
Res Termite Inspection	7
Res Water Service Line Inspection	11
Res Water Service Line Reinspection	4
Residential Meter Tap Inspection	3
Residential Meter Tap Reinspection	3
Sewer Cap Inspection	2
Sewer Cap/Cave Inspection	1
Sign Inspection	3
Utilities - CO Inspection & Sign Off	12
Utilities - CO Reinspection & Sign Off	1
<hr/>	
Total Number of Inspections:	527

February 8, 2023
Midwest City Tree Board Minutes

Charles J. Johnson Building
8626 SE 15th St
Room B

Members Present: Aruna Abhayagoonahana, Chair Person
Susan Glapion
Erin Hurst
Marcus Hayes

Members Absent: Sherry Beaird
Theresa Mortimer
AJ Bailey

Staff Present: Paul Streets, Public Works Dir.
Steve Bray, Supervisor, Street/Park
Jamie Lowrie, Facility Project Supv.
Mary C. Kuettel, Secretary

The meeting was called to order at 12:00 noon.

Susan moved to approve the November 15th, 2022 minutes, seconded by Marcus. All voted aye.

NEW MATTERS

Introduction of newest Tree Board Member – Ms. Erin Hurst (Ward 2).

Aruna introduced & welcomed Ms. Erin Hurst.

Discussion and/or planning Arbor Day Celebration for 2023.

Aruna made a motion for a Poster Contest, for 5th grade elementary classes (in the Mid-Del school district), seconded by Marcus. All voted aye. Arua made a motion for prize money of first (\$150.00), second (\$100.00) & third place (\$75.00) , seconded by Susan. All voted aye. Prize money will be awarded to the students. Posters cannot be any smaller than 8 ½ X 11 and stencils, computer-generated text, clipart, and press-on letters are not acceptable. Aruna stated, he will get a sponsor for the prize money.

The tree board will reach out to the Mid-Del Schools and request an electronic submission. Poster deadline is March 15th. Paul stated, we can create a place on the City's Web Site where participants can email their posters. The tree board will invite the Arbor Day Poster contest winners to the Council Meeting on April 25, 2023.

Old & Tabled Matters

Update on Grant from Hospital Authority

No further updates at this time.

Report from Staff on Tree Maintenance

Jamie reported we cut a few trees on Westminister Rd. & did stump grinding on Westminister Rd & SE 29th Street.

Budget Report

The Tree Board received a \$100.00 donation from a private citizen on December 19, 2022.

Public Discussion

None

Adjournment

Susan made a motion to adjourn, seconded by Marcus. All voted aye.

The next meeting will be Tuesday, April 11, 2023.

Aruna Abhayagoonawardhana, Chair Person

MINUTES OF THE MIDWEST CITY PLANNING COMMISSION MEETING

April 11, 2023 – 2:00 p.m.

This special meeting of the Midwest City Planning Commission was held in the Nick Harroz Community Center, 200 North Midwest Boulevard, Midwest City, Oklahoma on April 11th, 2023 at 2:00 p.m., with the following members present:

Commissioners present: Russell Smith
Jess Huskey
Rick Dawkins
Dee Collins

Commissioners absent: Dean Hinton
Jim Campbell

Staff present: Emily Richey, Current Planning Manager
Don Maisch, City Attorney
Robert Coleman, Director of Economic Development
Vaughn Sullivan, Assistant City Manager

A. CALL TO ORDER

The meeting was called to order by Chairman Smith at 2:04 p.m.

B. DISCUSSION

1. Discussion, consideration, and possible action to approve a resolution designating and delineating property within the Heritage Park Mall Area Urban Renewal Plan (“HPM Plan”) as a Special Planning Area, as defined by the 2008 Comprehensive Plan, is appropriate for redevelopment, and is a part of the long-range development strategy for the City, and reaffirming and stating that the HPM Plan conforms to and assists in the execution of the Comprehensive Plan; and further, recommending that the City Council make the same determinations.

Commissioner Dawkins Motioned to APPROVE the resolution, which was SECONDED by Commissioner Collins. The resolution was approved 4 – 0.

C. COMMISSION DISCUSSION

City attorney gave brief overview of need to meet and approve resolution that is supplemental to the HPM Plan.

D. ADJOURNMENT

A motion to adjourn was made by Jess Huskey, seconded by Rick Dawkins.

Voting aye: All.

Voting nay: None. Motion carried.

The meeting adjourned at 2:07pm.



Chairman Russell Smith

ER

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

April 5th, 2023 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on April 5th, 2023 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Rick Dawkins
 Jim Smith
 Dee Collins
 Dean Hinton

Commissioner absent: Jim Campbell

Staff present: Emily Richey, Current Planning Manager
 Tami Anderson, Administrative Assistant
 Patrick Menefee, City Engineer
 Petya Stefanoff, Comprehensive Planner
 Robert Coleman, Economic Development Director

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 6:00 p.m.

B. MINUTES

1. A motion was made by Rick Dawkins, seconded by Dee Collins, to approve the minutes of the April 5th, 2023 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith. Nay: none. Motion carried.

C. NEW MATTERS

1. (PC – 2138) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from R-6, Single-Family Detached Residential District to SPUD, Simplified Planned Unit Development governed by O-1, Restricted Office District, and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to OR, Office Retail for the property described as part of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Block 001, Lot 009, also addressed as 401 N. Douglas Blvd., Midwest City, OK 73130.

The applicant, David Box of Forshee & Bullard P.C, was present and addressed the council. Discussion on the permitting and parking issues, will meet all codes prior to pulling permits.

There was general discussion amongst the Commission.

A motion was made by Rick Dawkins, seconded by Dean Hinton to recommend Approval of this item.
Voting aye: Russell Smith, Jess Huskey, Rick Dawkins, Jim Smith, Dee Collins, Dean Hinton.
Nay: None. Motion - Carried.

2. (PC-2139) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from PUD, Planned Unit Development to an Amended PUD, Planned Unit Development governed by C-4, General Commercial District and I-2, Moderate Industrial District for the property described as ± 11.73 acres located in the North Half (N/2) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, more accurately described as Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, and 3G of Soldier Creek Industrial Park also addressed as 7500 NE 23rd St., Midwest City, OK 73141.

The applicant, Robert Coleman of MWC - 100 Midwest Blvd, was present and addressed the council.
There was general discussion amongst the Commission.

A motion was made by Jess Huskey, seconded by Dee Collins, to recommend Approval of this item.
Voting aye: Russell Smith, Jess Huskey, Rick Dawkins, Jim Smith, Dee Collins, Dean Hinton.
Nay: None. Motion - Carried.

3. (PC-2140) Public hearing, discussion, consideration, and possible action of an ordinance to redistrict from R-6, Single-Family Detached Residential District to R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Resolution, for the property described as the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, also addressed as 8610 – 8620- 8700 E. Main St., Midwest City, OK 73130.

There was general discussion amongst the Commission. The following people addressed the commission:

The applicant, Kaitlyn Turner of 522 Calturn, was present and addressed the council. Discussed the concerns regarding the flooding issues of Freedom Villas. The water lines and Sewer line locations.

Patrick Menefee the City Engineer explained there were drainage issues during the preliminary stages of construction. It will be monitored.

The following people addressed the commission:

Richard Canoo of 2804 Del Ray Cir.

He is concerned about the Flooding in the back yard and the privacy issues (privacy fence).

A motion was made by Rick Dawkins, seconded by Jim Smith to recommend Approval of this item.

Voting aye: Russell Smith, Jess Huskey, Rick Dawkins, Jim Smith, Dee Collins, Dean Hinton.

Nay: None. Motion - Carried.

D. COMMISSION DISCUSSION:

- a. There will be a Special Planning Commission Meeting on 4/11/23 @ 2pm to be held in the Community Center.

E. PUBLIC DISCUSSION:

F. FURTHER INFORMATION:

G. ADJOURNMENT:

A motion to adjourn was made by Chairman R. Smith, Seconded by Jim Smith.

Voting aye: Russell Smith, Jess Huskey, Rick Dawkins, Jim Smith, Dee Collins, Dean Hinton.

Voting nay. Motion carried. The meeting adjourned at 6:32 p.m.



Chairman Russel Smith

(TA)



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Emily Richey, Current Planning Manager
Tami Anderson, Executive Assistant
Petya Stefanoff, Comprehensive Planner

To: Chairman and Planning Commission

From: Emily Richey, Current Planning Manager

Date: May 2, 2023

Subject: Updated Public Hearing Notice to Reflect Correction of Scrivener's Error

This memo is to inform you of a scrivener's error that resulted in incorrect information being published in the Public Hearing Notification.

Following the publishing of public notification for PC-2141, staff found an error with the amended resolution request. The original notification stated a request for a resolution to amend the Comprehensive Plan from PSP, Public/Semi-Public to COM, Commercial. There was a resolution to the Comprehensive Plan in 2021 that was approved to amend from PSP, Public/Semi-Public to COM, Commercial and LDR, Low-Density Residential, therefore, the future land use the applicant is changing from is incorrectly cited in notification.

The proper changes were made, "*a resolution to amend the Comprehensive Plan from COM, Commercial and LDR, Low-Density Residential to COM, Commercial,*" and mailed out as a corrected notice April 25, 2023.

Respectfully,

Emily Richey
Current Planning Manager

1 PC-2098

2 ORDINANCE NO. 3463

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 PUD, Planned Unit Development, subject to the conditions contained in the PC-2098 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the
13 property's zoning district as specified in this ordinance:

14 The unplatted part of the SW/4 of Section 36, T12N, R2W, Beginning 632.02 FT E of the
15 SW/C of the SW/4 Thence N200FT, E100FT, S200FT, W100FT to the Point of
16 Beginning.

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

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

22 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
23 on the 14 day of December, 2021.

24 THE CITY OF MIDWEST CITY,
25 OKLAHOMA



26 Matthew D. Dukes II
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 Sara Hancock
30 SARA HANCOCK, City Clerk

31 APPROVED as to form and legality this 16th day of December, 2021.

32 Donald Maisch
33 DONALD MAISCH, City Attorney



SPECIAL MUNICIPAL AUTHORITY AGENDA

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

May 16, 2023 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority Attorney Don Maisch

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item(s) will be removed and heard in regular order.
1. Discussion, consideration and possible action of approving the April 25, 2023 meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Wastewater Fund, expenditures/Sewer (43) \$46,698. (Finance - T. Cromar)
 3. Discussion, consideration, and possible action of approving the assignment of the Harmoni Towers, LLC land lease to Tillman Infrastructure, LLC to develop the planned cell tower at 1810 Jim White Drive. (City Attorney - D. Maisch)
- C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.
- D. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

April 25, 2023

This meeting was held in Midwest City Municipal Court at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:17 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustees Eads and Bain

CONSENT AGENDA. Favors made a motion to approve the consent agenda with the exception to pull #4, seconded by Bana. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

1. Discussion, consideration and possible action of approving the March 28, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Capital Water Improvement Fund, revenue/Transfers In (00) \$990,000; expenditures/Capital Water Improvements (49) \$990,000. FF&E Reserve Fund, expenditures/Hotel/Conf Center (40) \$53,645.
3. Discussion, consideration, and possible action of approving Amendment #1 to a professional services contract with Garver to evaluate various elements associated with the Water Resources Recovery Facility in the amount of \$88,650.00 for a total contract amount of \$221,550.00.
5. Discussion, consideration, and possible action of declaring the following equipment from Sewer Department, Line Maintenance division; (1) 2001 Chevrolet 3500, (1) 1995 Shamrock trailer mounted flusher, (1) 1998 Dodge, Dakota, (1) 1989 Ford E350, (1) 2004 International Vector Combo and (1) Aries sewer camera equipment (inoperable), as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.
4. **Discussion, consideration, and possible action of approving the assignment of the Harmoni Towers, LLC land lease to Tillman Infrastructure, LLC to develop the planned cell tower at 1810 Jim White Drive. No Action Taken**

DISCUSSION ITEM.

1. **Discussion, consideration, and possible action of approving a sole source contract with Community Water Solutions, Inc., in the amount of \$2,990,000.00 to purchase and install a horizontal water well at the Booster Pump Station, in the vicinity of Felix Place north of SE 15th Street.**

Streets and Lyon addressed Council. After discussion, Byrne made a motion to approve, seconded by Bana. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

2. Discussion, consideration, and possible action of entering into a design contract for the Timber Ridge Elevated Storage Tank and Water Tower with Garver, LLC, for a total amount of \$674,900.

Bundy and Garver representatives, Cole Niblett and Bryce Callies, addressed the council. After Staff and Council discussion, Byrne made a motion to approve the contract, seconded by Bana. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:30 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: May 16, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Wastewater Fund, expenditures/Sewer (43) \$46,698.

The supplement is needed to budget change order to contract with Garver, LLC for services related to WRRF Evaluation Project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

May 16, 2023

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
<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>
43	Sewer			46,698	
		<u>0</u>	<u>0</u>	<u>46,698</u>	<u>0</u>

Explanation:
 To increase budget for Wastewater Recovery Resource Facility Evaluation Project for change order to contract with Garver, LLC.
 Funding to come from fund balance.



City Attorney
dmaisch@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1203
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Midwest City Municipal Authority


FROM: Tim Lyon, General Manager/Administrator

DATE: May 16, 2023

SUBJECT: Discussion, consideration, and possible action of approving the assignment of the Harmoni Towers, LLC land lease to Tillman Infrastructure, LLC to develop the planned cell tower at 1810 Jim White Drive.

On December 14, 2021, the Municipal Authority Trustees entered into the attached land lease agreement with Harmoni Towers, LLC.

At this time, Harmoni has selected Tillman Infrastructure, LLC to develop and construct a cell tower behind the Charles J. Johnson building and around the corner from the new Police/Fire Training Facility.



Don Maisch, City Attorney



March 23, 2023

via Certified Mail #9414 8118 9876 8533 0020 96

Midwest City Municipal Authority
Information Technology Department (Scott Walsh)
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

Re: Option to Lease and Lease Agreement dated December 14, 2021 and any amendments (collectively the "**Lease**"), concerning certain real property located at approximately 1810 Jim White Drive, Midwest City, OK 73110- Oklahoma County (the "**Premises**")

Harmoni Towers ID: OKOKC2069

Dear Mr. Walsh:

Harmoni Towers LLC ("Harmoni Towers") is notifying you that Tillman Infrastructure LLC, a Delaware limited liability company, having an address of 100 North Midwest Boulevard, Midwest City, Oklahoma 73110 ("Tillman") has been selected to develop the planned tower on the Premises. In connection with this transaction, Harmoni Towers will transfer and assign the rights and obligations of Harmoni Towers as Tenant under the above-described Lease to Tillman.

Upon assignment of the Lease, Tillman will become the Tenant under the Lease and will proceed with construction of the site. All terms of the Lease including the rental rate will remain unchanged.

Under the terms of the Lease Section 1(d), the Landlord's written consent is required to complete the assignment. Therefore, by this letter we respectfully request your consent, as Landlord, to the assignment of Harmoni Towers' rights and obligations under the Lease to Tillman.

Please indicate your consent to the proposed transaction by executing this letter in the space provided below and returning the original letter using the enclosed Federal Express label. The sooner that we receive the signed letter, the sooner Tillman will be able to commence construction.

Should you have any questions or comments, please feel free to contact Harmoni Towers

Real Estate-Contracts division (REContracts@harmonitowers.com) or speak with Connie Helmich, Director of Real Estate, connie.helmich@harmonitowers.com.

Sincerely,

HARMONI TOWERS LLC

By: 

Ginger Majors
Senior Vice President-Real Estate

CONSENT TO ASSIGNMENT:

The undersigned hereby consents to (i) providing copies of the Lease and all related information to Tillman and (ii) assignment of the Lease by Harmoni Towers, as Tenant, to Tillman. The undersigned further acknowledges that Tillman may sublease a portion of the Premises.

Acknowledged, Accepted and Consented to the following, as Landlord-

MIDWEST CITY MUNICIPAL AUTHORITY

Matt Dukes, Mayor/Chairman

Date: _____

ORIGIN ID:OKCA (501) 621-0521
SCOTT WALSH-INFO TECHNOLOGY DEPT.
MIDWEST CITY MUNICIPAL AUTHORITY
100 NORTH MIDWEST BOULEVARD

SHIP DATE: 23MAR23
ACTWGT: 1.00 LB
CAD: 112227292MET4580

MIDWEST CITY, OK 73110
UNITED STATES US

BILL SENDER

TO **CONNIE HELMICH**

HARMONI TOWERS

11101 ANDERSON DR.

WEST RIVER BUILDING, SUITE 200

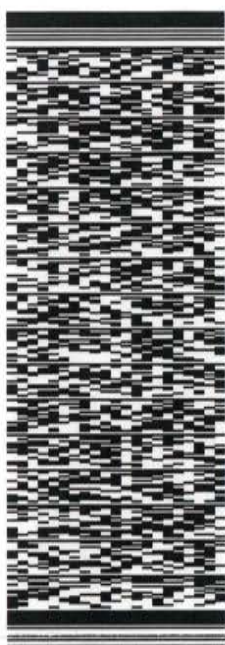
LITTLE ROCK AR 72212

(501) 621-0521

REF: MIDWEST CITY MUNICIPAL

PO:

DEPT:



REL#
3783346

TRK#
0201 7716 4560 6833

STANDARD OVERNIGHT

FRI - 24 MAR 4:30P

X2 LITA

AR-US 72212
LIT



581J7A9982/FE2D

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Harmoni Towers
11101 ANDERSON DR STE 200
WEST RIVER BUILDING,
LITTLE ROCK AR 72212-2478

USPS CERTIFIED MAIL



9414 8118 9876 5833 0020 96

Midwest City Municipal Authority
Scott Walsh - Info Technology
100 N MIDWEST BLVD
MIDWEST CITY OK 73110-4319



\$6.85 US POSTAGE
FIRST-CLASS
Mar 24 2023
Mailed from ZIP 72212
1 OZ FIRST-CLASS MAIL LETTER
RATE
11923275



062S0012913542

Midwest City OKOKC2069

HARMONI Site ID: OKOKC2069
Harmoni Site Name: Midwest City
FA No.: 15487576

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City ("**Landlord**") having a mailing address of 100 North Midwest Boulevard, Midwest City, OK 73110 and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Building, Suite 100, Little Rock AR 72211 ("**Tenant**").

BACKGROUND

The City of Midwest City owns and the Landlord operates and/or controls a certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 8730 SE 15th Street, in the City of Midwest City, County of Oklahoma, State of Oklahoma (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately Ten Thousand (10,000) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant with the written consent of Landlord, with consent not to be unreasonably withheld.

(e) During the Option Term and throughout the Lease Term, including the exercise of any Extension Terms, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of a threatened foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the **Surrounding Property** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term**

Commencement Date”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other party written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**".

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand and No/100 Dollars (\$1,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Intentionally omitted.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental

authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Such policy of general liability insurance shall include an additional insured endorsement including Landlord in connection with the activities contemplated herein and Tenant shall, prior to commencement of the Option Term, if requested by Landlord, provide Landlord with a copy of the additional insured endorsement to the certificate of insurance. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) The installation, maintenance and operation of the Communication Facility will not interfere with the Landlord's lawfully installed and properly operated emergency equipment or operations within the Property. In the event Tenant's installations interfere with Landlord's equipment or operations, Tenant will promptly cease the operations suspected of causing such interference after notice thereof (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be resolved, either party will be entitled to terminate this Agreement.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord is a political subdivision of the State of Oklahoma and is therefore, covered by the Oklahoma Governmental Tort Claims Act at 51 O.S. § 151 *et seq.* Therefore, subject to the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 *et seq.*, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a

third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. Any claims for damages against Landlord, its employees, agents, invitees, agents or independent contractors must be filed and comply with the requirements of the Oklahoma Government Tort Claims Act.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes,

regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Subject to the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 *et seq.*, Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Subject to the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 *et seq.*, Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

12. ACCESS. Landlord agrees to allow Tenant access to the Premises during ordinary business hours (8:00 a.m. – 5:00 p.m. Monday through Friday) for regular installation, maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. In the event Tenant needs access after business hours, Tenant will endeavor to give Landlord prior notice by calling 405-869-8600, if feasible. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two feet (2') below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises.

(c) Intentionally omitted

(d) Tenant will have the right to install utilities on the Property and the Premises, at Tenant's expense and to improve present utilities on the Property and the Premises; by way of example, such utilities shall include overhead and underground electric, water, data transmission, and other necessary utility facilities (including guys, wires, poles, and other appurtenant equipment). Landlord hereby grants to Tenant and any service company providing utility or similar services, including electric power and telecommunications, an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, guys, wires, poles, circuits, conduits, associated equipment cabinets, and appurtenances thereto, as may from time to time be required. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent provided all parties are registered to do business in the State of Oklahoma. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Harmoni Towers LLC
 Attn: Real Estate
 10801 Executive Center Drive
 Shannon Building, Suite 100
 Little Rock AR 72211
 REAdmin@harmonitowers.com

cc: Harmoni Towers LLC
c/o Symphony Wireless
Attn: Legal
44 South Broadway, Suite 601
White Plains, NY 10601

For Emergencies: NOC@harmonitowers.com

If to Landlord: Midwest City Municipal Authority
ATTN: Information Technology Department
100 North Midwest Boulevard
Midwest City, OK 73110
405.869.8600 POC Scott Walsh

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date of this Agreement, Landlord shall provide the Notice address set forth in Section 17 to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event

that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Intentionally Omitted.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Intentionally Omitted.

(d) Intentionally Omitted.

23. INTENTIONALLY OMITTED

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Harmoni Towers LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(q) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a force majeure event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

APPROVED by the Trustees of the Municipal Authority and SIGNED by the Chair of The Municipal Authority this 14 day of December, 2021.



"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY

[Signature]
MATT DUKES, MAYOR / *chairman*

[Signature]
SARA HANCOCK, CITY CLERK / *secretary*

REVIEWED for form and legality.

[Signature]
DONALD D. MAISCH, CITY ATTORNEY

"TENANT"

Harmoni Towers LLC

By: [Signature]
Print Name: Dinger Majors
Its: VP-Real Estate
Date: 11/24/21

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the 24th day of November, 2021, before me personally appeared Ginger Mayors who acknowledged under oath that he/ she is the VP- Real Estate of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



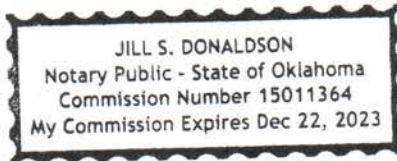
Ashley Carpenter
Notary Public: 12704185
My Commission Expires: 4/30/28

LANDLORD ACKNOWLEDGMENT

STATE OF Oklahoma

COUNTY OF Oklahoma

BE IT REMEMBERED, that on this 15 day of December, 2021 before me, the subscriber, a person authorized to take oaths in the State of Oklahoma, personally appeared Matthew D. Dukes II who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



Jill S. Donaldson
Notary Public: 15011364
My Commission Expires: 12-22-23

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Option and Lease Agreement dated _____, 20___, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

Starting at the N.E. corner of said Section; thence S 89°14'45" W along North line of said Section a distance of 656.65 feet to the N. W. corner of the NE 4 of NE/4 of said Section and POINT OF BEGINNING; thence S 00°49'03" E a distance of 659.44 feet; thence S 89°14'45" W a distance of 3.35 feet; thence S 00°49'03" E a distance of 541.41 feet to the North Right-of-Way line of the AT & SF R.R; thence N. 67° 30' 29" W a distance of 461.32 feet; thence S 22°29'31" W a distance of 85.0 feet; thence N 67°30'29" W a distance of 465.79 feet, thence North a distance of 913.10 feet; thence N 89°14' 45" E a distance of 875.40 feet to the POINT OF BEGINNING, containing 21.39 acres, more or less.

AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

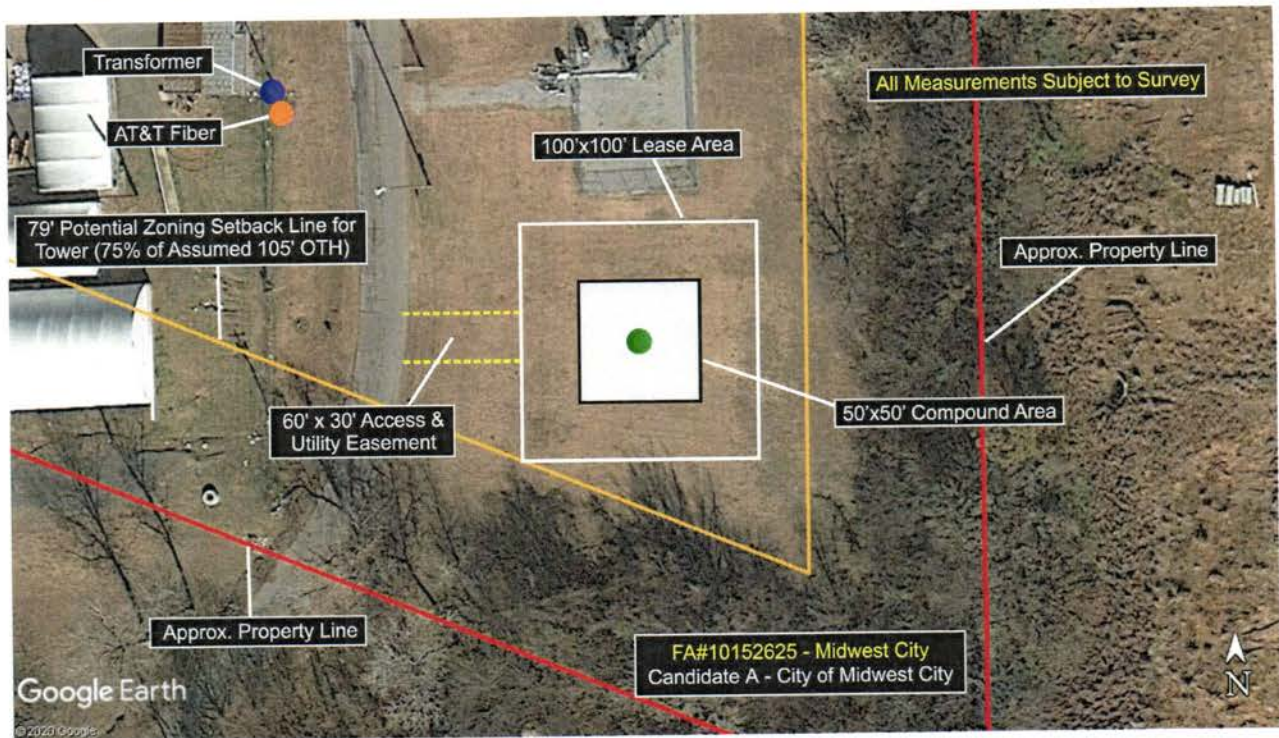
EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

to the Option and Lease Agreement dated _____, 20__, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

Landlord recognizes that there is potential for contamination to the Property related to run-off from Soldier Creek, which runs adjacent to The Property. The Parties agree that Tenant shall have no responsibility or any other liability to any pre-existing environmental condition, known or unknown before the Effective Date to this Agreement, on the Property arising from any and all contaminants related to Soldier Creek. The Parties agree that should the Property be designated or identified in any manner, pursuant to any environmental protection statute as a hazardous waste site, or a candidate for closure pursuant to any environmental protection statute, related to contaminants in Soldier Creek, Landlord is solely liable for the remediation, costs and expenses, and damages, subject to the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 *et seq.*

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to [_____]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [_____] permitting [_____] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [_____] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [_____] representatives may be seeking access to the property outside of normal business hours. [_____] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

APPROVED by the Trustees of the Municipal Authority and **SIGNED** by the Chair of The Municipal Authority this 14 day of December, 2021.



Sara Hancock
SARA HANCOCK, CITY CLERK *Secretary*

"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY

Matt Dukes
MATT DUKES, MAYOR *Chairman*

REVIEWED for form and legality.

Donald D. Maisch
DONALD D. MAISCH, CITY ATTORNEY

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and after recording, return to:

Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive, Suite 100
Little Rock, Arkansas 72211
501.621.0521

HARMONI Site ID: OKOKC2069
HARMONI Site Name: MIDWEST CITY
County: OKLAHOMA
State: OKLAHOMA

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2021, by and between The Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City having a mailing address of 100 North Midwest Boulevard, Midwest City, OK 73110 (hereinafter referred to as "**Landlord**") and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Bldg. Suite 100, Little Rock AR 72211 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with nine (9) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Intentionally Omitted.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.


APPROVED by the Trustees of the Municipal Authority and SIGNED by the Chair of The Municipal Authority this 14 day of December, 2021.

"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY




MATT DUKES, MAYOR / *Chairman*


SARA HANCOCK, CITY CLERK *Secretary*

REVIEWED for form and legality.


DONALD D. MAISCH, CITY ATTORNEY

"TENANT"

Harmoni Towers LLC

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the _____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/ she is the _____ of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

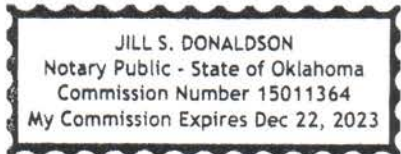
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Oklahoma

COUNTY OF Oklahoma

BE IT REMEMBERED, that on this 15 day of December 21 before me, the subscriber, a person authorized to take oaths in the State of Oklahoma, personally appeared Matthew D. Dukes II who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



Jill S. Donaldson
Notary Public: 15011364
My Commission Expires: 12.22.23

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated December 14, 2021, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

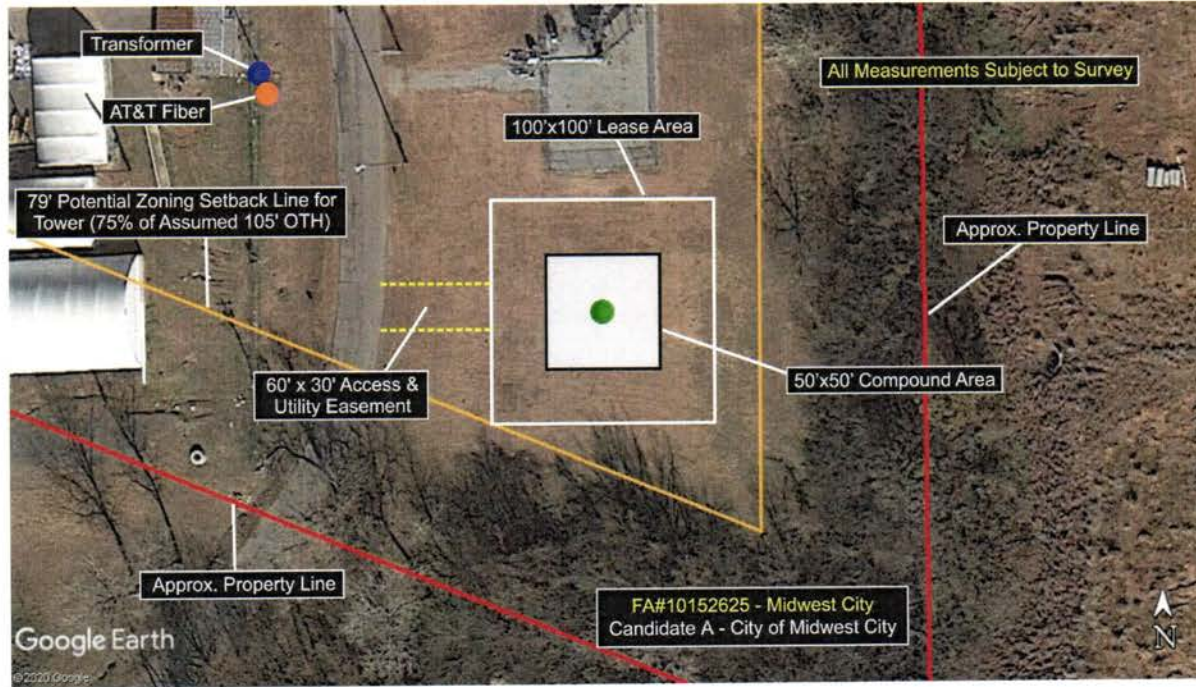
A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

Starting at the N.E. corner of said Section; thence S 89°14'45" W along North line of said Section a distance of 656.65 feet to the N. W. corner of the NE 4 of NE/4 of said Section and POINT OF BEGINNING; thence S 00°49'03" E a distance of 659.44 feet; thence S 89°14'45" W a distance of 3.35 feet; thence S 00°49'03" E a distance of 541.41 feet to the North Right-of-Way line of the AT & SF R.R.; thence N. 67° 30' 29" W a distance of 461.32 feet; thence S 22°29'31" W a distance of 85.0 feet; thence N 67°30'29" W a distance of 465.79 feet, thence North a distance of 913.10 feet; thence N 89°14' 45" E a distance of 875.40 feet to the POINT OF BEGINNING, containing 21.39 acres, more or less.

AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

The Premises are described and/or depicted as follows:



NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Prepared by and after recording, return to:

Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive, Suite 100
Little Rock, Arkansas 72211
501.621.0521

HARMONI Site ID: OKOKC2069
HARMONI Site Name: MIDWEST CITY
County: OKLAHOMA
State: OKLAHOMA

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 14 day of December, 2021, by and between The Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City having a mailing address of 100 North Midwest Boulevard, Midwest City, OK 73110 (hereinafter referred to as "**Landlord**") and Harmoni Towers LLC, a Delaware limited liability company having a mailing address of 10801 Executive Center Drive, Shannon Bldg. Suite 100, Little Rock AR 72211 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 14 day of December, 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with nine (9) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Intentionally Omitted.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

APPROVED by the Trustees of the Municipal Authority and SIGNED by the Chair of The Municipal Authority this 14 day of December, 2021.



"LANDLORD"

MIDWEST CITY MUNICIPAL AUTHORITY

[Signature]
MATT DUKES, MAYOR / *Chairman*

[Signature]
SARA HANCOCK, CITY CLERK *Secretary*

REVIEWED for form and legality.

[Signature]
DONALD D. MAISCH, CITY ATTORNEY

"TENANT"

Harmoni Towers LLC

By: [Signature]
Print Name: Ginger Majors
Its: VP, Real Estate
Date: 11-24-21

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On the 24th day of November, 2021, before me personally appeared Ginger M. O'RS, who acknowledged under oath that he/ she is the VP - Real Estate of Harmoni Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



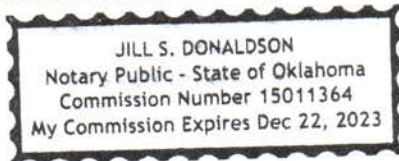
Ashley Carpenter
Notary Public: 12704185
My Commission Expires: 4/30/28

LANDLORD ACKNOWLEDGMENT

STATE OF Oklahoma

COUNTY OF Oklahoma

BE IT REMEMBERED, that on this 15 day of December, 2021 before me, the subscriber, a person authorized to take oaths in the State of Oklahoma, personally appeared Matthew D. Dukes II who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



Jill S. Donaldson
Notary Public: 15011364
My Commission Expires: 12.22.23

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated November 24, 2021, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

Starting at the N.E. corner of said Section; thence S 89°14'45" W along North line of said Section a distance of 656.65 feet to the N. W. corner of the NE 4 of NE/4 of said Section and POINT OF BEGINNING; thence S 00°49'03" E a distance of 659.44 feet; thence S 89°14'45" W a distance of 3.35 feet; thence S 00°49'03" E a distance of 541.41 feet to the North Right-of-Way line of the AT & SF R.R; thence N. 67° 30' 29" W a distance of 461.32 feet; thence S 22°29'31" W a distance of 85.0 feet; thence N 67°30'29" W a distance of 465.79 feet, thence North a distance of 913.10 feet; thence N 89°14' 45" E a distance of 875.40 feet to the POINT OF BEGINNING, containing 21.39 acres, more or less.

AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated December 14, 2021, by and between the Midwest City Municipal Authority, a public trust established for the benefit of the City of Midwest City, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Oklahoma County, Oklahoma

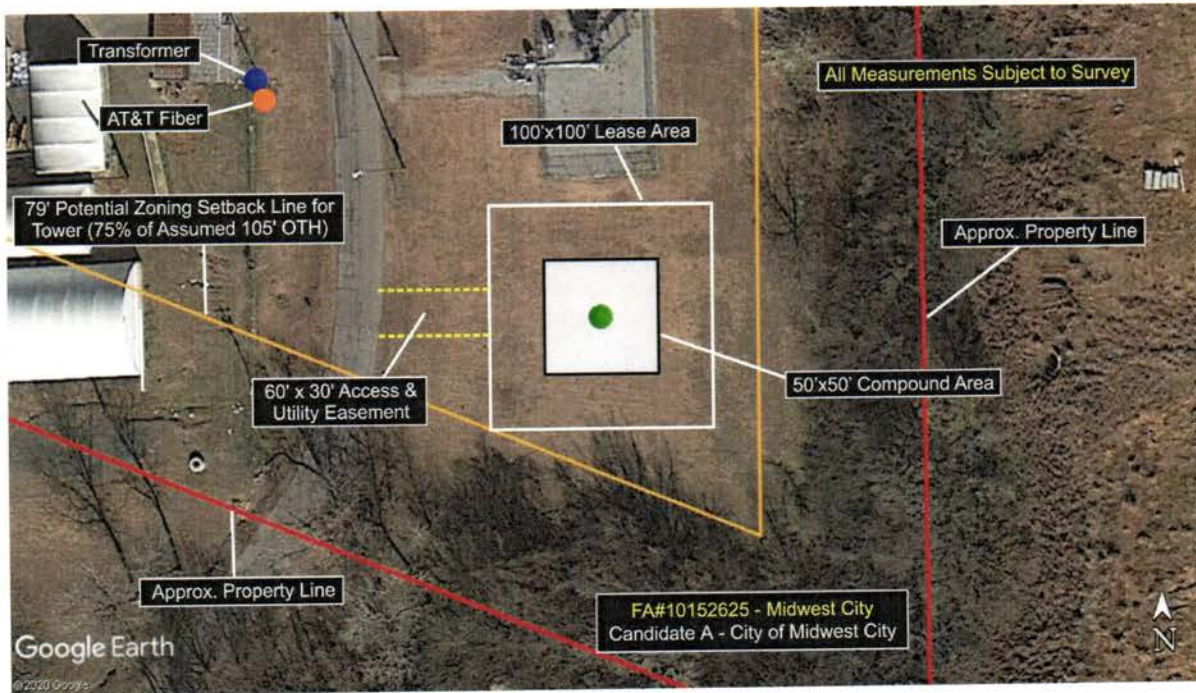
A part of the NE/4 of Section 11, Township 11, North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:

Starting at the N.E. corner of said Section; thence S 89°14'45" W along North line of said Section a distance of 656.65 feet to the N. W. corner of the NE 4 of NE/4 of said Section and POINT OF BEGINNING; thence S 00°49'03" E a distance of 659.44 feet; thence S 89°14'45" W a distance of 3.35 feet; thence S 00°49'03" E a distance of 541.41 feet to the North Right-of-Way line of the AT & SF R.R; thence N. 67° 30' 29" W a distance of 461.32 feet; thence S 22°29'31" W a distance of 85.0 feet; thence N 67°30'29" W a distance of 465.79 feet, thence North a distance of 913.10 feet; thence N 89°14' 45" E a distance of 875.40 feet to the POINT OF BEGINNING, containing 21.39 acres, more or less.

AND BEING the same property conveyed to The City of Midwest City, Oklahoma, a municipal corporation from Christian F. Traue by Warranty Deed dated May 9, 1973 and recorded May 10, 1973 in Deed Book 4101, Page 867.

Tax Parcel No. 33917255

The Premises are described and/or depicted as follows:



NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



PUBLIC DISCUSSION





SPECIAL MEMORIAL HOSPITAL AUTHORITY AGENDA

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

May 16, 2023 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority Attorney Don Maisch

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item(s) will be removed and heard in regular order.
1. Discussion, consideration and possible action of approving the April 25, 2023 meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration, and possible action of approving a request for a six-month extension to Mid-Del School Foundation for their Calming Corners project to complete their grant fund spending. (Administrator - T. Lyon)
 3. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)
- C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City 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.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

April 25, 2023

This meeting was held in Midwest City Municipal Court at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:30 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustees Eads and Bain

CONSENT AGENDA. Bana made a motion to approve the consent agenda, seconded by Byrne. Voting Aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

1. Discussion, consideration and possible action of approving the March 28, 2023 meeting minutes.
2. Discussion, consideration, and possible action of approving a request for a one-year extension to the awarded Memorial Hospital Authority Community Improvement FY 2021-22 Business Assistance Grant.
3. Discussion, consideration, and possible action of approving a request for a six-month extension to the Midwest City FY 2020-21 Middle Income Homebuyer Assistance Grant for helping more potential homeowners.
4. Discussion, consideration, and possible action of approving a request for a six-month extension to the Midwest City FY 2021-22 Summer Camp Grant Projects, being 1) Young Storm Raiders, 2) STEM 3D Printing, and 3) Drone Deploy.
5. Discussion, consideration, and possible action of approving a request for a six-month extension to both of the Public Works awarded Memorial Hospital Authority Community Improvement FY 2021-22 grant projects 1) Tree Replenishment and Improvements at Joe B. Barnes Regional Park; and 2) Christmas Displays for Holiday Lights.
6. Discussion, consideration, and possible action of approving a request for a six-month extension to the Midwest City FY 2019-20 Municipal Complex Sidewalks Grant to complete various small ADA sidewalk/concrete fixes and improvements around the City Hall complex.
7. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

DISCUSSION ITEM.

1. **Discussion, consideration, and possible action of approving a request for a six-month extension to Mid-Del Technology to complete their grant fund spending.**

Byrne made a motion to approve, seconded by Bana. Voting Aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:31 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



City Manager
tlyon@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Midwest City Memorial Hospital Authority

FROM: Tim Lyon, General Manager/Administrator

DATE: May 16, 2023

SUBJECT: Discussion, consideration, and possible action of approving a request for a six-month extension to Mid-Del School Foundation for their Calming Corners project to complete their grant fund spending.

As you may recall on February 22, 2022, the Trustees approved a grant to the Mid-Del School Foundation for a Calming Corners project in every elementary classroom and calming rooms in every secondary site.

Executive Director, Lindse Barks informed us on April 27th that some of the items are out of stock and she will be unable to order them until late May or early June; therefore, she is requesting a six-month extension to complete her purchases when they become available.



Tim L. Lyon, City Manager



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: May 16, 2023

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

May 16, 2023 – 6:03 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Megan Bain

Trustee Sean Reed

Trustee Sara Bana

Trustee Rick Favors

City Staff:

General Manager Tim Lyon

Secretary Sara Hancock

Authority Attorney Don Maisch

A. **CALL TO ORDER.**

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

1. Discussion, consideration and possible action of approving the April 25, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action to amend and/or approve an amendment to that certain “Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, Centrillum Proteins LLC, and MTG Property Holdings, LLC, dated August 8, 2022, and authorizing and directing the execution of the Fourth Amendment. (Economic Development – R. Coleman)
3. Discussion, consideration and possible action to amend and/or approve an amendment to that certain “Agreement for the Purchase and Sale of Real Estate,” by and between the Midwest City Economic Development Authority and MTG Property Holdings, LLC, dated May 24, 2022, and authorizing and directing the execution of the Fourth Amendment. (Economic Development – R. Coleman)

C. **PUBLIC DISCUSSION.** These items are placed on the Consent Agenda so the Authority, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s), it/they will be removed and heard in regular order. If the Consent Agenda is not approved unanimously, and no item(s) is requested for discussion, then each item will be heard in regular order.

D. **ADJOURNMENT.**



CONSENT AGENDA



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City atleast 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**

April 25, 2023

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

Chairman Matt Dukes called the meeting to order at 7:31 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustees Eads and Bain

DISCUSSION ITEM.

1. Discussion, consideration and possible action of approving the March 28, 2023 meeting minutes.

Byrne made a motion to approve the minutes, seconded by Favors. Voting Aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

PUBLIC DISCUSSION. There was no public discussion.

EXECUTIVE SESSION.

1. Discussion, consideration and possible action 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 locate within the City in regards to the YMCA; and 2)in open session, authorizing the General Manager/Administrator to take action as appropriate based on the discussion in executive session.

At 7:33 PM Reed made a motion to enter into Executive Session, seconded by Byrne. Voting Aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

At 8:26 PM Reed made a motion to return to Open Session, seconded by Bana. Voting Aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

Byrne made a motion to authorize the General Manager/Administrator to proceed as discussed, seconded by Bana. Voting Aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: None. Absent: Eads and Bain. Motion Carried.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 8:28 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: May 16, 2023

Subject: Discussion, consideration and possible action to amend and/or approve an amendment to that certain “Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, Centrillum Proteins LLC, and MTG Property Holdings, LLC, dated August 8, 2022, and authorizing and directing the execution of the Fourth Amendment. (Economic Development – R. Coleman)

The Development Assistance Agreement, which was approved on July 26th and executed by both parties on August 8th, 2022 states:

SECTION 3.05 Construction Documents; City and Other Governmental Permits. Upon the later of September 23, 2022 and thirty (30) days after approval of rezoning of the Project Site in accordance with Section 6.5 of the Real Estate Agreement, MTG shall, at its own expense, submit to the City building plans and other required documents for the issuance of building permits for the Project for its review pursuant to the Code (the “Construction Documents”), review and consider all such permits and approvals as may be required by law.

City Council on September 27, 2022, approved the Planned Unit Development zoning amendment (PC-2123) required for the project as Item D.1; therefore, formal building plans were due on October 27, 2022. However, Centrillum requested an amendment for the extension to file plans since its architectural and engineering teams had not completed their work. On October 25, 2022, the EDA approved extending the deadline to file plans to December 30, 2022.

MTG initially contracted with Primus Builders, Woodstock, GA, for architectural design and build of the Centrillum Proteins plant and with MKEC, Engineering, Oklahoma City for civil plans and the site design. Both companies were running behind and did not have everything in order by the described deadline. As result, on June 10, 2023 a second extension was granted to MTG to extend the deadline to March 30, 2023. In the meantime, Jimmy Harrison, CEO of Centrillum Proteins, chose to forego Primus’ services and to use the ESI Group, Hartland, WI, for the design/build.

Mr. Harrison, Doug Klassen of MKEC Engineering, and representatives from the ESI Group joined City Staff in a cursory plan review meeting on Wednesday, February 8, 2023. It was understood soil

disturbance plans would be available by late March with the intent of having a full set of building and engineering plans available by late April or early May.

However, the project lender has request additional archeological information before final approval for financing. Mr. Harrison then contacted our offices on March 25th regarding an additional extension, which was subsequently approved by the EDA on March 28th.

Testing has taken longer than expected, but it appears the site is free of any historical significance. The third extension is set to expire on June 6, 2023, and Mr. Harrison is requesting an additional 90-day extension for submitting building plans while we await the final archeological report.

We have no other suitors for this property and do not oppose Mr. Harrison's request.

This change does not affect any other parts of the Agreement.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

A handwritten signature in black ink, appearing to read "Tim Lyon", is written over a horizontal line.

Tim Lyon, General Manager/Administrator

Attachment: Fourth Amendment to the Development Assistance Agreement

CENTRILLIUM PROJECT

FOURTH AMENDMENT TO

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

CENTRILLIUM PROTEINS, LLC

And

MTG PROPERTY HOLDINGS, LLC

Dated as of May 16, 2023

CENTRILLIUM PROJECT

FOURTH AMENDMENT TO
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS FOURTH AMENDMENT TO ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of May 16, 2023 (hereinafter, this “Fourth Amendment”), is made and entered into by and among the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Authority”), Centrillium Proteins, LLC, an Oklahoma limited liability company (hereinafter, “Centrillium”) and MTG Property Holdings, LLC, a Delaware limited liability company (hereinafter, “MTG” and together with Centrillium, the “Companies”).

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain “Economic Development Assistance Agreement”, dated as of August 8, 2022 (hereinafter, the “Development Assistance Agreement”), subsequently amended on October 25, 2022 and on January 10, 2023, and again on March 28, 2023, providing for development financing assistance to be made available by the Authority to the Companies in connection with the Companies’ plans to develop, construct and equip an advanced no-kill meat processing plant at 7210 NE 36th ST in Midwest City, Oklahoma, and to operate such facilities to serve its customers;

WHEREAS, Section 5.06 of the Development Assistance Agreement provides that the Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by the parties thereto; and

WHEREAS, the parties wish to amend the Financing Assistance Agreement to extend a deadline date contained in the Financing Assistance Agreement as set forth in this First Amendment.

NOW, IN CONSIDERATION OF the mutual covenants and agreements contained herein, the parties hereby agree as follows:

SECTION 1. Section 3.05 of the Development Assistance Agreement, captioned “Construction Documents: City and Other Government Permits” is hereby amended to read in its entirety, as follows:

“SECTION 3.05 Construction Documents; City and Other Governmental Permits. On or before September 4, 2023, in accordance with Section 6.5 of the Real Estate Agreement, MTG shall, at its own expense, submit to the City building plans and other required documents for the issuance of building permits for the Project for its review pursuant to the Code (the “Construction Documents”). Thereafter, if MTG desires to make any substantial or significant changes in the Construction Documents, MTG shall submit the proposed changes to the City for its approval. MTG and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the

Construction Documents can receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Documents shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, MTG and the Authority shall cooperate in efforts to develop a mutually acceptable alternative. Upon approval of the Construction Documents, MTG shall, at its own expense, proceed to 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 Authority shall cooperate with and provide all usual assistance to MTG 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 2. In the event of any conflict between the terms of this Fourth Amendment and the terms of the Development Assistance Agreement, the terms of this Fourth Amendment shall control. Except as otherwise specifically amended herein, the Development Assistance Agreement shall remain in full force and effect and all of the other terms and provisions of the Development Assistance Agreement are hereby confirmed, ratified and approved.

SECTION 3. This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which, collectively, shall constitute one and the same instrument. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart shall be deemed to be an original of this First Amendment, and all counterparts together shall constitute one agreement. The exchange of executed counterparts or of executed signature pages by email or other electronic transmission shall constitute effective execution and delivery of this Fourth Amendment, and such counterparts may be used in lieu of the original for all purposes.

[Signatures on the following page.]

IN WITNESS WHEREOF, Centrillum, MTG and the Authority have caused this
Fourth Amendment to be duly executed this ____ day of May, 2023.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MTG PROPERTY HOLDINGS, LLC

David F. Grohne, Manager

CENTRILLIUM PROTEINS, LLC

James Harrison, Chief Executive Officer

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: May 16, 2023

Subject: Discussion, consideration and possible action to amend and/or approve an amendment to that certain "Agreement for the Purchase and Sale of Real Estate," by and between the Midwest City Economic Development Authority and MTG Property Holdings, LLC, dated May 24, 2022, and authorizing and directing the execution of the Fourth Amendment. (Economic Development – R. Coleman)

The Agreement for the Purchase and Sale of Real Estate, which was approved on May 24th, 2022 and executed by both parties shortly thereafter states:

SECTION 6.5 Permitting. Upon the latter of one-hundred twenty (120) days of the Effective Date or thirty (30) days after rezoning approval, Buyer shall submit building plans and other required documents for the issuance of building permits for Buyer's proposed development ("Building Permit").

City Council on September 27, 2022, approved the Planned Unit Development zoning amendment (PC-2123) required for the project as Item D.1; therefore, formal building plans were due on October 27, 2022. However, Centrillum requested an amendment for the extension to file plans since its architectural and engineering teams had not completed their work. On October 25, 2022, the EDA approved extending the deadline to file plans to December 30, 2022.

MTG initially contracted with Primus Builders, Woodstock, GA, for architectural design and build of the Centrillum Proteins plant and with MKEC, Engineering, Oklahoma City for civil plans and the site design. Both companies were running behind and did not have everything in order by the described deadline. As result, on June 10, 2023 a second extension was granted to MTG to extend the deadline to March 30, 2023. In the meantime, Jimmy Harrison, CEO of Centrillum Proteins, chose to forego Primus' services and to use the ESI Group, Hartland, WI, for the design/build.

Mr. Harrison, Doug Klassen of MKEC Engineering, and representatives from the ESI Group joined City Staff in a cursory plan review meeting on Wednesday, February 8, 2023. It was understood soil disturbance plans would be available by late March with the intent of having a full set of building and engineering plans available by late April or early May.

However, the project lender has request additional archeological information before final approval for financing. Mr. Harrison then contacted our offices on March 25th regarding an additional extension, which was subsequently approved by the EDA on March 28th.

Testing has taken longer than expected, but it appears the site is free of any historical significance. The third extension is set to expire on June 6, 2023, and Mr. Harrison is requesting an additional 90-day extension for submitting building plans while we await the final archeological report.

We have no other suitors for this property and do not oppose Mr. Harrison's request.

This change does not affect any other parts of the Agreement.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

A handwritten signature in black ink, appearing to read "Tim Lyon", is written over a horizontal line.

Tim Lyon, General Manager/Administrator

Attachment: Fourth Amendment to the Agreement for the Purchase and Sale of Real Estate

CENTRILLIUM PROJECT

**FOURTH AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE
OF REAL ESTATE**

By and Between The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

And

MTG PROPERTY HOLDINGS, LLC

Dated as of May 16, 2023

CENTRILLIUM PROJECT

FOURTH AMENDMENT TO THE
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE, (hereinafter, the “Fourth Amendment”), is made and entered into by and between the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Seller”) and MTG Property Holdings, LLC, a Delaware limited liability company (hereinafter, the “Buyer”).

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement for Purchase and Sale of Real Estate, dated May 24, 2022 (hereinafter, the “Purchase Agreement”), as amended pursuant to a First Amendment to the Agreement for Purchase and Sale of Real Estate executed on October 25, 2022 and a Second Amendment executed January 20, 2023, and a Third Amendment executed March 28, 2023, providing for the sale of approximately 24.03 acres located in the Northwest Quarter of Section Twelve (12), Township Twelve North (T12N), Range Two West (R02W) of the Indian Meridian, Oklahoma County, OK by Seller to Buyer.

WHEREAS, the parties wish to further amend the Purchase Agreement in accordance with the terms set forth herein.

NOW, IN CONSIDERATION OF the mutual covenants and agreements contained herein, Seller and Buyer hereby amend the Purchase Agreement as follows:

1. The parties agree that Paragraph 6.5 of the Purchase Agreement shall be amended so that the Buyer shall now have until September 4, 2023, to submit building plans and other required documents for the issuance of building permits for the Buyer’s proposed development.

2. Otherwise, all terms of the original Purchase Agreement remain the same where not inconsistent herewith.

3. Facsimile and electronic signatures are binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be duly executed this ____ day of May 16, 2023.

MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

MTG PROPERTY HOLDINGS, LLC

By: _____
David F. Grohne, Manager



PUBLIC DISCUSSION

