



MIDWEST CITY MEETINGS

FOR December 08, 2020

The regular Council/Authority/Commission meetings are live-streamed on the City of Midwest City Government Facebook page as @MidwestCityOK at <https://www.facebook.com/MidwestCityOK/>.

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

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

The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the Chamber for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public at 5:45 PM. Meals will only be provided to the City Council and staff.

The CDC recommendations will be followed to the extent allowed by the Oklahoma Open Meetings Act and temporary Amendment. Please stay home if you or anyone in your household is sick or think they may have had a COVID-19 exposure. If attending in person, please practice social distancing and wear a mask to protect yourself and others.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

December 08, 2020 – 6:00 PM

Due to the COVID-19 pandemic, the City of Midwest City continues to take steps to follow federal, state and local guidelines regarding social distancing and crowd size. If attendance at City meetings is not essential, we strongly encourage you to listen to the meeting live on Cox Channel 20 in Midwest City or via our City of Midwest City youtube channel:

<https://www.youtube.com/channel/UCzeKYe7J5KHj1DxiWXF60wg>.

City Hall located at 100 N. Midwest Blvd., MWC, OK 73110 will be open with social distancing guidelines in place. Face masks are required while inside the building. Temperature checks will be required upon entry and only those with 99.99 degrees or lower will be admitted. Seating for 45 people is available in the council chambers, up to five people may sit in alternating pews, family groups may have to split up if over two or more.

If needed, overflow seating will be available in the Municipal Court where the proceedings will be streaming live.

Persons failing to comply with the safety requirements may be denied entry or removed from the chamber or city buildings. Failure to comply with the City's face covering ordinance could also result in the person in violation receiving a municipal citation.

If wishing to make a public comment at the meeting please sign in at the entrance before taking a seat in the chamber or municipal court.

Thank you for helping us keep our community safe.

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan Assistant City Manager
- Pledge of Allegiance by Carl Albert JROTC Cadet
- Community-related announcements and comments with an Ice Storm Recovery update

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration to approve the minutes of the November 10, 2020 meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of October 2020. (Finance - J. Siemens)

3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Disaster Relief Fund, expenditures/Disaster Relief (88) \$4,000,000. 2018 Election GO Bonds Fund, revenues/Bond Proceeds (09) \$8,022,486; expenditures/Street Department (09) \$8,022,486. General Fund, expenditures/Municipal Court (12) \$1,875. 2018 Election GO Bonds, revenue/Transfer In (06) \$398,000; expenditures/Parks & Recreation (06) \$398,000. (Finance - J. Siemens)
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
5. Discussion and consideration of 1) approval of a proposed Substantial Amendment to the 2019 Action Plan for the use of a second special allocation of HUD Community Development Block Grant COVID-19 (CDBG-CV3) funds, 2) authorization of the Mayor to submit amendment and any 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)
6. Discussion and consideration of accepting maintenance bonds from H&H Plumbing & Utilities, Inc. in the amount of \$2,429.00, \$1,749.50, and \$5,235.50, respectively. (Public Works - P. Menefee)
7. Discussion and consideration of accepting maintenance bonds from H&H Plumbing & Utilities, Inc. in the amount of \$873.00, respectively. (Public Works - P. Menefee)
8. Public Hearing with discussion and consideration to approve an ordinance, to close for public use, a 21 foot Fire Lane Easement located at 8000 East Reno, which is part of Block 1 of the Atkinson Park Addition, a subdivision of part the Northwest Quarter (NW/4) of Section 2, Township 11 North, Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - B. Bundy)
9. Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number SRS-255E(340)ST, State Job Number 31480(26), with the Oklahoma Department of Transportation to receive federal funds up to the amount of \$180,000.00 for the Safe Routes to School Trail. (Community Development - B. Bundy)
10. Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number TAP-255D(330)AG, State Job Number 31437(04), with the Oklahoma Department of Transportation to receive \$500,000.00 in federal funds for the West Palmer Loop Trail and agree to pay the City match of \$749,128.00. (Community Development - B. Bundy)

11. Discussion and consideration of 1) approving and entering into the Oklahoma Highway Safety Office grant (Project Number PT-21-03-18-18) to establish the terms and conditions under which the City will receive a law enforcement traffic safety grant in the amount of \$32,820; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant. (Police - B. Clabes)
12. Discussion and consideration of declaring (1) 2005 Chevy Impala and (1) 2009 Dodge Ram as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - B. Clabes)
13. Discussion and consideration of declaring 200 firearms of various calibers as surplus and authorizing their disposal by trade-in toward future purchases with GT Distributors, Austin, Texas for a trade-in amount of \$19,706.00. (Police - B. Clabes)
14. Discussion and consideration of declaring miscellaneous fire tools surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (Fire Department - B. Norton)

D. DISCUSSION ITEMS.

1. Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects. (City Manager - V. Sullivan)
2. Discussion and Consideration approving Amendment No 6 to the construction management contract with CMSWillowbrook Inc. for the Delta Midwest City Public Areas Renovation in an amount not to exceed \$1,098,769.39. (City Manager - T. Lyon)
3. Discussion and consideration of awarding the bid and entering into a contract with Sprinturf LLC, for the installation of the Multi-Purpose Sports Complex Phase I synthetic fields, located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City in the total amount of \$749,600.00. (City Manager - V. Sullivan)
4. Discussion and consideration of awarding the bid and entering into a contract with Lippert Brothers Construction, Inc. for the construction of the Multi-Purpose Sports Complex Phase I, located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City in the total net amount of \$5,082,000.00, which includes the base bid in the amount of \$4,900,000.00 and Alternate number 1 (shade sails spectators) in the amount of \$100,000.00, Alternate number 2 (playground) \$146,000.00, Alternative number 3 (playground triangle shade sail) \$24,000.00, Alternative number 4 (shade sails restroom) \$53,000.00 and Alternative number 5 (clearing and grubbing haul off) deduct \$141,000.00. (City Manager - V. Sullivan)
5. Consider and approve a Resolution joining in and approving a Joint Resolution to be considered by the Midwest City Memorial Hospital Authority on December 8, 2020 authorizing and approving a Joint Resolution with the Midwest City Chamber of Commerce, Trustor of the Authority, amending Paragraph 2 (b) of Article III of the Amended Trust to allow items related to technology that do not have an expected useful life of greater than twenty (20) years to be recommended for and awarded grants from the Trust. (City Attorney - H. Poole)

6. (PC – 2053) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property addressed as 2200 Saint Luke. This item was continued from the November meeting. (Community Development - B. Harless)
7. (PC-2058) Public hearing with discussion and consideration of an ordinance to redistrict from SPUD, Simplified Planned Unit Development governed by the I-1, Light Industrial district to Amended SPUD, for the property described as a part of the SE/4 of Section 29, T-12-N, R-2-W, located at 1101 N. Sooner Road. (Community Development - B. Harless)
8. (PC-2059) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-3, Community Commercial subject to staff comments, for the properties described as Lots 1 and 2 of Block A of the Marydale Acres Addition, addressed as 1101 and 1107 N. Post Rd. (Community Development - B. Harless)
9. (PC-2060) Public hearing with discussion and consideration of an ordinance to redistrict from PUD, Planned Unit Development, governed by the I-2, Moderate Industrial district, to Amended PUD, Planned Unit Development, governed by the I-2, Moderate Industrial district subject to staff comments, for the properties described as Lots 1, 4, 8, 9, 10 and 11 of the Global Business Centre Addition. The lots are addressed as 2700, 2710, 2800, 2830, 2800 and 2841 Global Parkway. (Community Development - B. Harless)
10. (PC-2061) Discussion and consideration of approval of the StatusOne Preliminary Plat for the property described as a part the SW/4 of Section 12, T11N, R2W, addressed as 2500 S. Douglas Blvd. (Community Development - B. Harless)
11. (PC-2057) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to PUD, Planned Unit Development, governed by the R-HD, High Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential and PSP, Public/Semi-Public, to HDR, High Density Residential, for the property described as Lots 9-13, 17 and 18, Block 5 of the Pine Addition. (Community Development - B. Harless)
12. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of Regular Meetings of Council; and providing for repeal, severability and declaring an emergency. (City Clerk - S. Hancock)

- E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.
- F. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)
- G. FURTHER INFORMATION.
1. Review of the monthly Neighborhood Services report for October 2020. (Neighborhood Services - M. Stroh)
 2. Minutes of the November 3, 2020 Planning Commission meeting. (Community Development - B. Harless)
 3. Review of the Regional Transportation Authority (RTA) Agenda for the October 21, 2020 Board of Director's meeting. (Community Development - B. Harless)
 4. Review of the October 2020 Building Report. (Community Development—B. Harless)
 5. Review of 2020 aquatics report. (City Manager - V. Sullivan)
- H. ADJOURNMENT.

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

November 10, 2020

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

Mayor Matt Dukes called the meeting to order at 6:01 PM with following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Christine Allen, Rick Favors and with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Reed.

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Carl Albert JROTC cadets Ethridge and Stregel. Council and Staff made Community-related announcements. Mayor presented “Small Business Saturday” Proclamation to the Under Ground owners and read “Purple Heart Day” Proclamation aloud.

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

1. Discussion and consideration to approve the minutes of the October 29, 2020 special meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: General Fund, expenses /Finance (08) \$12,387; expenses/Neighborhood Services (15) \$57,033; expenses/Information Technology (16) \$14,500. Animals Best Friend Fund, expenses/Animal Welfare (10) \$4,857. Police Impound Fees Fund, expenses/Police (62) \$9,000.
3. Discussion and consideration of entering into a Right-of-Way, Public Utility and Encroachment Agreement and Resolution 2020-25 between the Oklahoma Department of Transportation (ODOT) and the City of Midwest City for the Midwest City Elementary School Connector Multi-Use Trail, JP 31433(04) TAP-255D(326)AG.
4. Discussion and consideration of 1) reappointing Mrs. Teresa Mortimer, and 2) appointing Mr. Aruna Abhayagoonawardhana for a three-year term to the Midwest City Tree Board both terms ending November 14, 2023.
5. Discussion and consideration of declaring various equipment and miscellaneous items of city property on the attached list as surplus and authorizing their disposal by public auction, sealed bid, or destruction if necessary.

DISCUSSION ITEMS.

1. **(PC - 2053) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property addressed as 2200 Saint Luke. This item was continued from the October 29, 2020 City Council meeting. No Action Taken**
2. **(PC-2056) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of communication services in the R-6, Single Family Detached Residential District for the property described as a part of the NW/4 of section 36 T-12-N, R-2-W, located at 600 N. Douglas Boulevard. This item was continued from the October 27, 2020 meeting. No Action Taken**
3. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 18 Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section I 8-25; and providing for repealer and severability. After Staff and Council Discussion, Byrne made motion to approve Ordinance 3430, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Mayor Dukes. Nay: None. Absent: Reed. Motion carried.**
4. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 24, Motor Vehicles and Traffic, Article V, Stopping, Standing or Parking, Division 1, Generally, Section 24-158, Prohibited in Specified Places; and providing for repealer and severability. Bowen made motion to approve Ordinance 3431, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Mayor Dukes. Nay: None. Absent: Reed. Motion carried.**
5. **Discussion and consideration of approving a resolution of the City of Midwest City, Oklahoma (the "City") approving the incurrence of indebtedness by the Midwest City Municipal Authority (the "Authority")issuing its utility system and sales tax revenue refunding note, series 2020 (the "note"); providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said note; waiving competitive bidding with respect to the sale of said note and approving the proceedings of the Authority pertaining to the sale of said note; ratifying and confirming a sales tax agreement by and between the City and the Authority pertaining to the year-to-year pledge of certain sales tax revenues and/or authorizing the execution of a new sales tax agreement by and between the City and the Authority pertaining to a year to year pledge of certain sales tax revenue; ratifying and confirming a lease by and between the City and the Authority pertaining to the City's water and sanitary sewer systems and/or authorizing an amended lease; and containing other provisions relating thereto. Favors made motion to approve Resolution 2020-26, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Mayor Dukes. Nay: None. Absent: Reed. Motion carried.**

PUBLIC DISCUSSION. Tim Lyon and Chris Gander, addressed Council.

ADJOURMENT. There being no further business, Mayor Dukes adjourned the meeting at 6:31 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council
FROM: Judy Siemens, Interim Finance Director
DATE: December 8, 2020
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of October 2020.

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

Police (20) decreased and **Police Capitalization (21)** increased due to the budgeted transfer of \$899,906 for capital items.

Utilities Capital Outlay (189) decreased because of the purchase of:
55 Acres of Land (located on Douglas Blvd. between 15th and 29th) <\$550,000>

Hotel/ Conference Center (195) had an operational loss of \$32,859 in October.

Golf (197) had an operational gain of \$30,999 in October.

2018 Election G.O. Bonds (270) decreased due to the payments for:
Various Capital Outlay Payments <\$723,184>

MWC Hospital Authority (425) activities for October:
Compounded Principal (9010) - unrealized loss on investment <\$1,719,890>
Discretionary (9050) - unrealized loss on investment <\$444,441>

Judy Siemens

Judy Siemens
Interim Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending October, 2020

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2020 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	4,046,919	-	3,692,885	942,489	(588,455)	354,034	4,046,919
10	GENERAL	8,184,248	(148,707)	7,257,964	14,344,172	(13,566,594)	777,578	8,035,541
11	CAPITAL OUTLAY RESERVE	880,139	-	878,312	1,826	-	1,826	880,139
13	STREET AND ALLEY FUND	1,712,710	-	1,615,489	188,530	(91,309)	97,221	1,712,710
14	TECHNOLOGY FUND	253,297	-	207,826	111,085	(65,614)	45,471	253,297
15	STREET LIGHT FEE	1,836,189	-	1,874,909	198,673	(237,393)	(38,720)	1,836,189
16	REIMBURSED PROJECTS	1,159,037	-	1,247,928	48,764	(137,654)	(88,890)	1,159,038
17	29TH & DOUGLAS PROPERTY	289	-	288	1	-	1	289
20	MWC POLICE DEPARTMENT	6,433,295	(3,000)	5,969,836	6,029,839	(5,569,379)	460,460	6,430,295
21	POLICE CAPITALIZATION	1,433,039	-	448,160	1,070,518	(85,639)	984,879	1,433,039
25	JUVENILE FUND	31,294	-	27,943	33,642	(30,292)	3,351	31,294
30	POLICE STATE SEIZURES	76,656	-	72,260	4,648	(251)	4,397	76,656
31	SPECIAL POLICE PROJECTS	96,684	-	93,392	3,291	-	3,291	96,684
33	POLICE FEDERAL PROJECTS	48,407	-	49,067	45	(705)	(660)	48,407
34	POLICE LAB FEE FUND	25,864	-	23,424	2,698	(259)	2,439	25,864
35	EMPLOYEE ACTIVITY FUND	20,682	-	20,356	414	(89)	325	20,682
36	JAIL	143,207	-	144,218	16,765	(17,775)	(1,010)	143,207
37	POLICE IMPOUND FEE	97,980	-	109,036	14,758	(25,814)	(11,056)	97,980
40	MWC FIRE DEPARTMENT	4,766,329	(4)	4,029,690	4,646,842	(3,910,206)	736,636	4,766,325
41	FIRE CAPITALIZATION	1,317,046	-	1,180,917	216,607	(80,478)	136,129	1,317,046
45	MWC WELCOME CENTER	388,505	3	353,512	60,759	(25,763)	34,996	388,509
46	CONV / VISITORS BUREAU	226,066	-	184,975	103,479	(62,387)	41,091	226,066
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	662,080	-	614,336	156,316	(108,572)	47,744	662,080
61	STORM WATER QUALITY	1,071,998	-	1,014,388	263,524	(205,914)	57,610	1,071,998
65	STREET TAX FUND	1,951,301	-	1,840,981	178,178	(67,857)	110,321	1,951,301
70	EMERGENCY OPER FUND	816,763	-	765,195	197,329	(145,760)	51,569	816,763
75	PUBLIC WORKS ADMIN	592,007	-	647,055	357,785	(412,833)	(55,048)	592,007
80	INTERSERVICE FUND	659,039	-	638,120	808,654	(787,735)	20,919	659,039
81	SURPLUS PROPERTY	532,869	(419,690)	108,739	18,071	(13,630)	4,440	113,179
115	ACTIVITY FUND	358,436	(17)	351,549	28,968	(22,098)	6,870	358,419
123	PARK & RECREATION	741,700	(150)	639,507	215,803	(113,761)	102,042	741,550
141	COMM. DEV. BLOCK GRANT	9,779	(3,750)	6,029	319,144	(319,144)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	168,251	(8,357)	142,535	77,088	(59,729)	17,360	159,894
143	GRANT FUNDS	83,582	(23,582)	60,000	4,670,344	(4,670,344)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending October, 2020

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2020 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,517,332	(1,478)	2,523,375	307,098	(314,619)	(7,521)	2,515,854
172	CAP. WATER IMP-WALKER	1,549,617	-	1,440,837	198,732	(89,952)	108,780	1,549,617
178	CONST LOAN PAYMENT REV	3,140,117	(15,358)	2,876,857	305,813	(57,910)	247,903	3,124,760
184	SEWER BACKUP FUND	83,945	-	83,771	175	-	175	83,945
186	SEWER CONSTRUCTION	4,788,974	(175,000)	4,285,350	485,131	(156,507)	328,624	4,613,974
187	UTILITY SERVICES	516,704	(924)	494,006	385,312	(363,538)	21,774	515,780
188	CAP. SEWER IMP.-STROTH	274,857	-	121,949	153,744	(837)	152,908	274,857
189	UTILITIES CAPITAL OUTLAY	2,090,367	(102,562)	3,009,651	537,248	(1,559,094)	(1,021,846)	1,987,805
190	MWC SANITATION DEPARTMENT	3,579,508	-	3,020,287	2,483,916	(1,924,696)	559,220	3,579,508
191	MWC WATER DEPARTMENT	3,300,084	-	2,749,260	2,686,050	(2,135,226)	550,824	3,300,084
192	MWC SEWER DEPARTMENT	1,478,379	(150)	1,282,446	2,078,718	(1,882,934)	195,784	1,478,229
193	MWC UTILITIES AUTHORITY	949,237	-	952,584	1,970	(5,316)	(3,347)	949,237
194	DOWNTOWN REDEVELOPMENT	2,253,869	(11,388)	2,364,928	4,743	(127,190)	(122,447)	2,242,481
195	HOTEL/CONFERENCE CENTER	524,400	(561,728)	86,188	612,471	(735,987)	(123,516)	(37,328)
196	HOTEL 4% FF&E	812,536	(38,423)	672,955	1,098,103	(996,944)	101,159	774,114
197	JOHN CONRAD REGIONAL GOLF	531,682	(143,843)	164,931	566,166	(343,259)	222,908	387,839
201	URBAN RENEWAL AUTHORITY	75,292	-	81,862	164	(6,735)	(6,571)	75,292
202	RISK MANAGEMENT	1,177,070	(37)	1,337,005	302,140	(462,112)	(159,971)	1,177,033
204	WORKERS COMP	3,356,351	-	3,342,285	330,746	(316,680)	14,066	3,356,351
220	ANIMALS BEST FRIEND	90,709	-	89,075	6,693	(5,059)	1,634	90,709
225	HOTEL MOTEL FUND	-	-	-	183,203	(183,203)	-	-
230	CUSTOMER DEPOSITS	1,516,111	(1,516,111)	-	3,218	(3,218)	-	-
235	MUNICIPAL COURT	84,436	(84,436)	-	161	(161)	-	-
240	L & H BENEFITS	1,246,238	(125,301)	1,519,039	2,810,092	(3,208,193)	(398,101)	1,120,937
250	CAPITAL IMP REV BOND	14,010,147	(54,515,463)	(40,619,738)	5,379,676	(5,265,254)	114,422	(40,505,316)
269	2002 G.O. STREET BOND	315,826	-	315,172	655	-	655	315,826
270	2018 ELECTION G.O. BOND	25,155,607	(47,800)	27,003,375	54,111	(1,949,679)	(1,895,569)	25,107,807
271	2018 G.O. BONDS PROPRIETARY	10,583,734	-	10,686,758	22,090	(125,114)	(103,024)	10,583,734
310	DISASTER RELIEF	5,670,431	(185,573)	1,072,308	4,531,333	(118,782)	4,412,551	5,484,858
340	REVENUE BOND SINKING FUND	-	-	-	2,216,568	(2,216,568)	-	-
350	G. O. DEBT SERVICES	1,598,630	-	1,877,552	46,397	(325,319)	(278,922)	1,598,630
352	SOONER ROSE TIF	1,669,554	-	1,654,228	18,826	(3,500)	15,326	1,669,554
353	ECONOMIC DEV AUTHORITY	53,856,116	(50,477,832)	2,884,708	616,307	(122,730)	493,577	3,378,284
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	101,698,911	(6,205,384)	93,145,527	4,335,030	(1,987,029)	2,348,001	95,493,529
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	13,635,016	(3,883)	11,287,755	2,521,281	(177,904)	2,343,377	13,631,132
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	8,716,527	-	8,746,405	124	(30,000)	(29,876)	8,716,528
425-9080	MWC HOSP AUTH GRANTS	429,155	-	28,398	496,757	(96,000)	400,757	429,155
	TOTAL	314,662,863	(115,379,633)	186,891,905	71,112,009	(58,720,682)	12,391,328	199,283,232



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

TO: Honorable Mayor and City Council

FROM: Judy Siemens, Interim Finance Director

DATE: December 8, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Disaster Relief Fund, expenditures/Disaster Relief (88) \$4,000,000. 2018 Election GO Bonds Fund, revenues/Bond Proceeds (09) \$8,022,486; expenditures/Street Department (09) \$8,022,486. General Fund, expenditures/Municipal Court (12) \$1,875. 2018 Election GO Bonds, revenue/Transfer In (06) \$398,000; expenditures/Parks & Recreation (06) \$398,000.

The first supplement is needed to pay for expenditures related to the Oct 2020 Ice Storm. Once the federal disaster is declared and confirmation has been received by the city as to the level of reimbursement that will occur, the revenue source will then be supplemented at that time. The second supplement is needed to finalize the revenue and expenditure budget of Proposition No. 1 of \$15,965,000 for Street construction, reconstructing, improving and repairing. \$7,942,514 was previously appropriated. The third supplement is needed to budget unplanned unemployment claims in Municipal Court. The fourth supplement is needed to provide additional funding for the cost increase related to the Reed Baseball Complex Renovation GO Bond project.

Judy Siemens

Judy Siemens
Interim Finance Director

SUPPLEMENTS

December 8, 2020

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
88	Disaster Relief			4,000,000	
		<u>0</u>	<u>0</u>	<u>4,000,000</u>	<u>0</u>
Explanation:					
This supplement is needed to pay for expenditures related to the Oct 2020 Ice Storm. Funding is to come from fund balance. Once the federal disaster is declared and confirmation has been received by the city as to the level of reimbursement that will occur, the revenue source will then be supplemented at that time.					

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Bond Proceeds	8,022,486			
09	Street Department			8,022,486	
		<u>8,022,486</u>	<u>0</u>	<u>8,022,486</u>	<u>0</u>
Explanation:					
This supplement is needed to finalize the revenue & expenditure budget of Proposition No. 1 of \$15,965,000 for Street construction, reconstructing, improving and repairing. \$7,942,514 was previously appropriated.					

Fund GENERAL FUND (010)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
12	Municipal Court			1,875	
		<u>0</u>	<u>0</u>	<u>1,875</u>	<u>0</u>
Explanation:					
To budget unplanned unemployment claims. Funding to come from fund balance.					

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Transfer In	398,000			
06	Park & Recreation			398,000	
		<u>398,000</u>	<u>0</u>	<u>398,000</u>	<u>0</u>
Explanation:					
This supplement is needed to provide additional funding for the Reed Baseball Complex Renovation GO Bond project. Funding to come from transfer in from funds 045 (\$150,000), 065 (\$100,000) and 123 (\$148,000).					



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: December 8, 2020

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of October 2020 which is the fourth (4) period of the FY 2020/2021.

A handwritten signature in black ink that reads "Troy Bradley".

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2020-2021</u>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
PLAN INCOME												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432								
Projected Budgeted (YTD)	729,416	1,458,832	2,188,248	2,917,664	3,647,080	4,376,496	5,105,912	5,835,328	6,564,744	7,294,160	8,023,576	8,752,992
Actual (YTD)	662,819	1,367,723	2,121,189	2,810,621								
PLAN CLAIMS/ADMIN COSTS	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622								
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
Actual (YTD)	548,997	1,514,002	2,441,591	3,208,213								
EXCESS INCOME vs. EXPENDITURES	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	0	0	0	0	0	0	0	0
Projected Budgeted (YTD)	37,924	-97,026	-59,102	-21,178	-156,128	-118,204	-80,280	-42,356	-177,306	-139,382	-274,332	-236,408
Actual (YTD)	113,822	-146,279	-320,402	-397,592	0	0	0	0	0	0	0	0
FISCAL YEAR 2019-2020	<u>Jul-19</u>	<u>Aug-19</u>	<u>Sep-19</u>	<u>Oct-19</u>	<u>Nov-19</u>	<u>Dec-19</u>	<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>
PLAN INCOME												
Projected Budgeted (MTD)	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,836	674,836	674,836
Actual (MTD)	627,213	652,720	650,545	655,169	734,359	715,169	723,236	970,288	715,536	649,274	675,554	732,160
Projected Budgeted (YTD)	674,837	1,349,674	2,024,511	2,699,348	3,374,185	4,049,022	4,723,859	5,398,696	6,073,533	6,748,369	7,423,205	8,098,041
Actual (YTD)	627,213	1,279,933	1,930,478	2,585,647	3,320,007	4,035,176	4,758,412	5,728,700	6,444,236	7,093,510	7,769,064	8,501,224
PLAN CLAIMS/ADMIN COSTS	<u>Jul-19</u>	<u>Aug-19</u>	<u>Sep-19</u>	<u>Oct-19</u>	<u>Nov-19</u>	<u>Dec-19</u>	<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>
Projected Budgeted (MTD)	727,655	640,699	727,655	640,699	640,699	727,655	640,699	640,699	727,655	640,698	640,698	640,698
Actual (MTD)	646,453	673,397	845,354	678,761	893,068	996,518	825,669	776,712	849,727	629,694	538,458	736,771
Projected Budgeted (YTD)	727,655	1,368,354	2,096,009	2,736,708	3,377,407	4,105,062	4,745,761	5,386,460	6,114,115	6,754,813	7,395,511	8,036,209
Actual (YTD)	646,453	1,319,850	2,165,204	2,843,965	3,737,033	4,733,551	5,559,220	6,335,932	7,185,659	7,815,353	8,353,811	9,090,582
EXCESS INCOME vs. EXPENDITURES	<u>Jul-19</u>	<u>Aug-19</u>	<u>Sep-19</u>	<u>Oct-19</u>	<u>Nov-19</u>	<u>Dec-19</u>	<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>
Projected Budgeted (MTD)	-52,818	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	34,138
Actual (MTD)	-19,240	-20,677	-194,809	-23,592	-158,708	-281,349	-102,433	193,576	-134,191	19,580	137,096	-4,611
Projected Budgeted (YTD)	-52,818	-18,680	-71,498	-37,360	-3,222	-56,040	-21,902	12,236	-40,582	-6,444	27,694	61,832
Actual (YTD)	-19,240	-39,917	-234,726	-258,318	-417,026	-698,375	-800,808	-607,232	-741,423	-721,843	-584,747	-589,358

Oct 4/FY 2021: \$1,120,405
 Oct 4/FY 2020: \$1,849,017
 Oct 4/FY 2019: \$2,054,713
 Oct 4/FY 2018: \$2,073,741

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



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: December 8, 2020

SUBJECT: Discussion and consideration of 1) approval of a proposed Substantial Amendment to the 2019 Action Plan for the use of a second special allocation of HUD Community Development Block Grant COVID-19 (CDBG-CV3) funds, 2) authorization of the Mayor to submit amendment and any 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 March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law to help communities respond to the coronavirus pandemic. The U.S. Department of Housing and Urban Development (HUD), one of the many agencies to deliver the funding, announced the first phase of emergency funding to formula grantees where Midwest City received \$237,620 in CDBG-CV funds. On September 15, 2020, the City of Midwest City was notified that it would receive an additional \$321,726 in CDBG-CV3 funding.

Funds will prevent, prepare for, and respond to the coronavirus pandemic and its effects on low-income households and communities, within the scope of eligible Community Development Block Grant (CDBG) activities. Funds are proposed to be used for city and public service organizations serving Midwest City residents impacted by COVID19; administrative expenses consisting of temporary office help to assist staff with increased CDBG-CV grant activity; and unprogrammed/contingency to address expense overruns of approved CDBG-CV projects. Funding and project breakdown is as follows:

COVID Public Services:	\$275,000
COVID Admin/Wages:	\$ 36,000
COVID Unprogrammed:	<u>\$ 10,726</u>
TOTAL:	\$321,726

A RFP was advertised on October 7, 2020 to solicit proposals from local public service providers for use of funds. Proposals were reviewed by staff for program eligibility and were heard by the Citizens' Advisory Committee on Housing and Community Development at their meeting on November 16, 2020. COVID Public Service recommendations included in the proposed substantial amendment are as follows:

ORGANIZATION	PROPOSAL	AMOUNT
Autumn House	Health and Wellness Program	\$ 27,300
Steed Boys & Girls Club	COVID 19 Response for Steed Elem	\$ 40,000
Leah's Hope	Transitional Housing Program Expansion	\$ 30,000
Mid Del Group Home, Inc.	Virtual Vocational Training	\$ 46,950
City of Midwest City	Virtual/In Person VITA Program	\$ 17,000
Mid Del Youth & Family, Inc.	COVID 2020 Relief	\$ 50,000
City of Midwest City	Provider PPE Reimbursement	\$ 8,750
City of Midwest City	Emergency Relief Program	\$ 5,000
	Unprogrammed Funds	\$ 50,000
	TOTAL:	\$275,000

On November 16, 2020, a public hearing was held by the Citizens' Advisory Committee on Housing and Community Development. The committee reviewed and recommended approval of the proposed substantial amendment to the 2019 Action Plan to accommodate the additional CDBG-CV3 funding and new COVID projects/activities. A summary of the substantial amendment was published in the *Midwest City Beacon* on November 25, 2020 and made available for public comment. HUD waivers due to COVID-19 have allowed for an abbreviated 12-day comment period. Copies of the proposed substantial amendment summary are available for public review via mail, email and on the Midwest City website at <https://www.midwestcityok.org/grants/page/public-documents-notices>.

Hard copies of the summary are available upon request at the Grants Management Office Midwest City Hall and a public copy is available for review at the Midwest City Library, Midwest City Senior Center, Midwest City Neighborhood Services Office, and Midwest City Neighborhoods in Action Office. Final documents will be distributed to the foregoing facilities once approved and posted on the City of Midwest City website at <https://www.midwestcityok.org/grants/page/public-documents-notices>.

The proposed substantial amendment to the City of Midwest City 2019 Action Plan will add \$321,726 in CDBG-CV3 funds, add an additional COVID public service project, COVID admin/wages project, and COVID unprogrammed/contingency project to the plan. The city's provision of public services is identified as a high priority in the 2015-2019 Consolidated Plan and the 2020-2024 Consolidated Plan. The proposed Substantial Amendment Summary is attached. Staff recommends approval.



 Terri L. Craft, Grants Manager



City of Midwest City

Proposed 2nd Substantial Amendment to the 2019 Action Plan

Background

The City of Midwest City's Action Plan describes the annual funding strategy for the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The Annual Action Plan is a tool to assist in implementing the City's five-year Consolidated Plan, and each Action Plan is developed through public input, analysis and planning.

The City's Citizen Participation Plan outlines the steps the City will take to encourage its residents to participate in developing each Action Plan, and any substantial amendments to the Action Plan that are proposed. The following change to the 2019 Action Plan justifies a substantial amendment – initiating the public notice requirements described in the Citizen Participation Plan.

Substantial Amendment Summary

The City is proposing the following amendment: The addition of a COVID Public Services project, COVID Admin/Wages project, and COVID Unprogrammed project to accommodate the use of CDBG-CV3 funds in the amount of \$321,726 received under the Coronavirus Aid, Relief and Economic Security Act (CARES Act), signed into law on March 27, 2020. Funds will prevent, prepare for, and respond to the coronavirus pandemic and its effects on low-income households. Funds will be used by city and public service organizations serving Midwest City residents impacted by COVID19; administrative expenses consisting of temporary office help to assist staff with increased CDBG-CV grant activity; and contingency to address expense overruns of approved CDBG-CV projects. Funding breakdown is as follows:

COVID Public Services:	\$275,000
COVID Admin/Wages:	\$ 36,000
COVID Unprogrammed:	\$ 10,726

Analysis

This proposal qualifies as a substantial amendment because it meets the criteria covered by the City's Citizen Participation Plan:

- To carry out an activity using funds from any program covered by the Consolidated Plan not previously described by an Action Plan.
- Midwest City's provision of public services is identified as a high priority in the City of Midwest City's 2015-2019 Consolidated Plan, 2019 Action Plan and 2020-2024 Consolidated Plan.

Public Process

The City conducted two public meetings and provided public notice in the Midwest City Beacon on October 28, 2020 and November 25, 2020 to identify a 12-day public comment period, along with posting on the city's website at <https://www.midwestcityok.org/grants/page/public-documents-notice>

- Citizens' Advisory Committee on Housing and Community Development Meeting: October 26, 2020 (canceled) and rescheduled on November 16, 2020 at 6:30 p.m. – recommendation to Council. Masks and social distancing required.
- City Council Meeting: December 8, 2020 at 6:00 p.m. in the Midwest City Council Chambers, located at 100 N. Midwest Blvd., Midwest City, OK. Masks and social distancing required.

Submit written comments to the City of Midwest City, Grants Management Department by email at grantsmgmt@midwestcityok.org, by phone at 405-739-1217 or in writing to City of Midwest City, Grants Management Department, 100 N. Midwest Blvd., Midwest City, OK 73110.

Specific Modifications to the 2019 Action Plan

The proposed second Substantial Amendment to the City of Midwest City's 2019 Action Plan adds \$321,726 in CDBG-CV funds to AP-15 Expected Resources; adds Project No. 16 – COVID Public Services; Project No. 17 – COVID Admin/Wages; Project No. 18 – COVID Unprogrammed to AP-35 Projects; and adds the following AP-38 Project Summaries:

- | | | |
|-----|-----------------------|---|
| 16. | Project Name: | COVID Public Services |
| | Target Area: | n/a |
| | Goals Supported: | Provide public assistance and services |
| | Needs Addressed: | Public services |
| | Funding: | CDBG-CV3: \$275,000 |
| | Description: | Providing assistance to public service organizations, public service programs and public service clients impacted by the effects of the coronavirus epidemic. |
| | Target Date: | January 1, 2021 |
| | Estimated Benefit: | 2000 LM Persons |
| | Location Description: | City-wide |
| | Planned Activities: | See above. |
| 17. | Project Name: | COVID Admin/Wages |
| | Target Area: | n/a |
| | Goals Supported: | Planning and Administration |
| | Needs Addressed: | Administration |
| | Funding: | CDBG-CV3: \$36,000 |
| | Description: | Increased CDBG program administration expenses, including wages to employ contractual office help due to COVID grant activity workload. |
| | Target Date: | January 1, 2021 |
| | Estimated Benefit: | n/a |

Location Description: n/a
Planned Activities: See above.

18. Project Name: COVID Unprogrammed
Target Area: n/a
Goals Supported: n/a
Needs Addressed: n/a
Funding: CDBG-CV3: \$10,726
Description: Contingency funding available for supplements to existing projects.
Target Date: January 1, 2021
Estimated Benefit: n/a
Location Description: n/a
Planned Activities: See above.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s): E: Other (specify) <input type="text"/> * Other (Specify): CDBG-CV3
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="73-6027530"/>	* c. Organizational DUNS: <input type="text" value="0773266010000"/>
--	---

d. Address:

* Street1:	<input type="text" value="100 N. Midwest Blvd"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Midwest City"/>
County/Parish:	<input type="text" value="Oklahoma County"/>
* State:	<input type="text" value="OK: Oklahoma"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="73110-4319"/>

e. Organizational Unit:

Department Name: <input type="text" value="Grants Management Department"/>	Division Name: <input type="text"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Terri"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Craft"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="405-739-1217"/>	Fax Number: <input type="text" value="405-869-8636"/>
---	---

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

CDBG-CV3

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="321,726.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="321,726.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

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 135.

Signature of Authorized Official

12/08/2020
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) _____ [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.

12/08/2020

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.



Public Works Administration

R. Paul Streets, Director

pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer

pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: December 8th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from H&H Plumbing & Utilities, Inc. in the amount of \$2,429.00, \$1,749.50, and \$5,235.50, respectively.

The one year maintenance bonds from H&H Plumbing & Utilities, Inc. are for the water line, sewer line, and storm sewer line improvements constructed for Monroney Middle School located at 7498 East Reno Avenue.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30059438

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western 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 Two Thousand Four Hundred Twenty Nine & 00/100 (\$ 2,429.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Public Water Line - Monroney Middle School 7498 E. Reno (the "Improvement"), for a period of 1 year 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 CMS Willowbrook Const. Services dated the 19th day of February, 20 19, 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 19th day of February, 20 19

H & H Plumbing & Utilities, Inc.
Principal

ATTEST:

[Signature]
Secretary

By [Signature]

Western Surety Company
Surety

ATTEST:

[Signature]
Secretary

By [Signature]
Melanie Ankeney 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

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30059439

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western 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 Seven Hundred Forty Nine & 50/100 (\$ 1,749.50), such sum being not less than ten percent (10%) of the total contract price to construct or install Public Sanitary Sewer - Monronee Middle School 7498 E. Reno (the "Improvement"), for a period of 1 year 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 CMS Willowbrook Const. Services dated the 19th day of February, 20 19, 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 19th day of February, 20 19

H & H Plumbing & Utilities, Inc. Principal

ATTEST:

Secretary

By Carl Hendrix

Western Surety Company Surety

ATTEST:

Secretary

By Melanie Ankeney 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

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30065030

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western 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 Five Thousand Two Hundred Thirty Five & 50/100 (\$ 5,235.50), such sum being not less than ten percent (10%) of the total contract price to construct or install Public Storm Sewer - Monroney Middle School 7498 E. Reno (the "Improvement"), for a period of 1 year 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 CMS Willowbrook Const. Services dated the 19th day of February, 20 19, 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 19th day of February, 20 19

H & H Plumbing & Utilities, Inc.
Principal

ATTEST: [Signature] By Carl Hendrix
Secretary

Western Surety Company
Surety

ATTEST: [Signature] By Melanie Ankeney
Secretary
Melanie Ankeney 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



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

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

405-739-1062

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

To: Honorable Mayor and Council

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

Date: December 8th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from H&H Plumbing & Utilities, Inc. in the amount of \$873.00, respectively.

The one year maintenance bonds from H&H Plumbing & Utilities, Inc. are for the water line improvements constructed for the Chick-Fil-A Restaurant at 5705 S.E. 15th Street.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30091075

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western 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 Eight Hundred Seventy Three Dollars and 00/100 (\$ 873.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Public Fire Line Tap, Chick-Fil-A - 5705 SE 15th Street (the "Improvement"), for a period of 1 year 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 W.H. Bass, Inc. dated the 21st day of January, 20 20, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed, and delivered this 21st day of January, 20 20

H & H Plumbing & Utilities, Inc.

Principal

ATTEST:

[Signature] By Carl Hendrix
Secretary

Western Surety Company

Surety

ATTEST:

[Signature] By Melanie Ankeney
Secretary Melanie Ankeney 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





CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

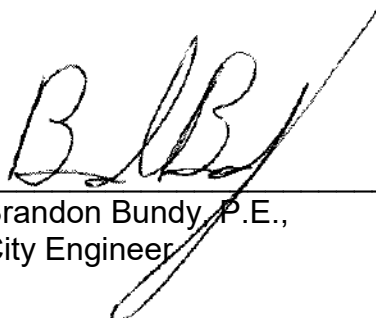
DATE : December 8th, 2020

SUBJECT : Public Hearing with discussion and consideration to approve an ordinance, to close for public use, a 21 foot Fire Lane Easement located at 8000 East Reno Avenue, which is part of Block 1 of the Atkinson Park Addition, a subdivision of part the Northwest Quarter (NW/4) of Section 2, Township 11 North, Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma.

The City was approached by the owner of 8000 E Reno asking to close a fire lane easement filed on May 8, 1981 at the Oklahoma County court house per Book 4811, page 1747. This particular easement is no longer needed by the Fire Department and will interfere with future development of the parcel. Both the Planning Manager and Fire Marshall have reviewed the request at hand.

Pursuant to Section 37-7 of the Municipal Code an ordinance is required to close an easement. Notice of this public hearing was sent to all public franchisees and property owners within 300 feet of this area on November 3rd, 2020.

Action is at the discretion of the Council.



Brandon Bundy, P.E.,
City Engineer

Attachment



Midwest City Fire Marshal's Office
8201 E Reno Avenue
Midwest City, OK 73110
dhelberger@midwestcityok.org
Office: 405-739-1346 / Fax: 405-739-1384
www.midwestcityok.org



To: Honorable Mayor and City Council

Date: November 11, 2020

Subject: Public Hearing with discussion to approve an ordinance, to close for public use, a 21 foot Fire Lane Easement located at 8000 East Reno. The Fire lane Easement is part of Block 1 of the Atkinson Park Addition, a subdivision of part the Northwest Quarter (NW/4) of Section 2, Township 11 North, Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma, commonly known as 8000 East Reno Avenue.

The City was approached by the owner of 8000 E Reno asking to close a fire lane easement filed on May 8th, 1981. This particular easement is no longer needed by the Fire Department and will interfere with future development of the parcel. Both the Planning Manager and Fire Marshal have reviewed the request at hand.

Fire lane approaches will be addressed on the newly developed site plan prior to construction.

Respectfully,

Duane Helmberger
Fire Marshal
Midwest City Fire Department

RETURN TO CITY CLERK 90120
P. O. BOX 10570
MIDWEST CITY, OKLA. 73110

FIRELANE
EASEMENT
BOOK 4811 PAGE 1747

RETURN TO CITY CLERK
P. O. BOX 10570
MIDWEST CITY, OKLA. 73110

I, or we, BOMBER BILL'S, INC.
of Midwest City, Oklahoma, for and in consideration of One Dollar (\$1.00) receipt of
which is hereby acknowledged, do hereby grant and convey unto the City of Midwest City,
a municipal corporation, under and existing by virtue of the laws of the State of Okla-
homa, a permanent easement for a firelane 21.0 feet wide, described as follows:

A 21.0 foot firelane being described as 10.5 feet each side of the following described
centerline:

Beginning at a point 155.0 feet East and 50.0 feet South of the Northwest corner of the
Northwest one-fourth of Section 2, Township 11 North, Range 2 West, of the Indian Meridian,
thence South 73.0 feet to the point of ending

AND

A 21.0 foot firelane being described as 10.5 feet each side of the following described
centerline:

Beginning at a point 167.5 feet South and 50.0 feet East of the Northwest corner of the
Northwest one-fourth of Section 2, Township 11 North, Range 2 West, of the Indian Meridian;
thence East 51.0 feet; thence South 45° East a distance of 25.0 feet; thence East 55.0
feet to the point of ending.

This instrument filed to correct instrument filed in Book 4750, Page 740.

for the use of the Fire and/or Police Department for ingress and egress to the above de-
scribed property as may be necessary from time to time.

TO HAVE AND TO HOLD the same unto the grantee, its successors and assigns forever, and
the said property is to be exclusively used for a firelane and for no other purpose
whatsoever; and should the grantee abandon the above property for the purposes above
stated, then the said easement shall revert to the grantor -
Bomber Bill's, Inc., its heirs and assigns herein.

Firelane to be maintained and kept in a state of good repair at all times by owner,
manager or person in charge and the City of Midwest City shall never be responsible for
the maintenance thereof. Appropriate signs or painting be furnished by owner. Size of
signs to be 12" x 18" red on white background with 3" letters at intervals not to exceed
60', or as an alternative, the perimeter of the firelane may be outlined with red paint,
painted red letters not less than 6" in height on a contrasting background.

Grantor reserves the right to utilize the aforescribed easement for ingress and egress
to Grantor's business facility,

DATED THIS 8 DAY OF May, 19 81.

ATTEST:

Frank Brummett
SECRETARY

Bomber Bill's, Inc.
A CORPORATION
Ronald Allford
PRESIDENT
RONNIE ALLFORD

STATE OF Oklahoma
COUNTY OF Oklahoma

On this 8th day of May, 19 81, before me,
undersigned a Notary Public in and for said County and State, personally appeared
RONNIE ALLFORD, to me known to be the
identical person who signed the name of the maker thereof to the within and fore-
going instrument as its President, and acknowledged to me that he executed
the same as his free and voluntary act and deed, and as the free and voluntary act and
deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8th day of May, 19 81.

My Commission Expires August 30, 1982

Approved by City Attorney: James J. Daniel DATE 6-11-81

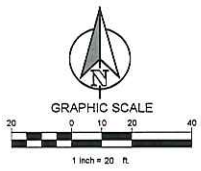
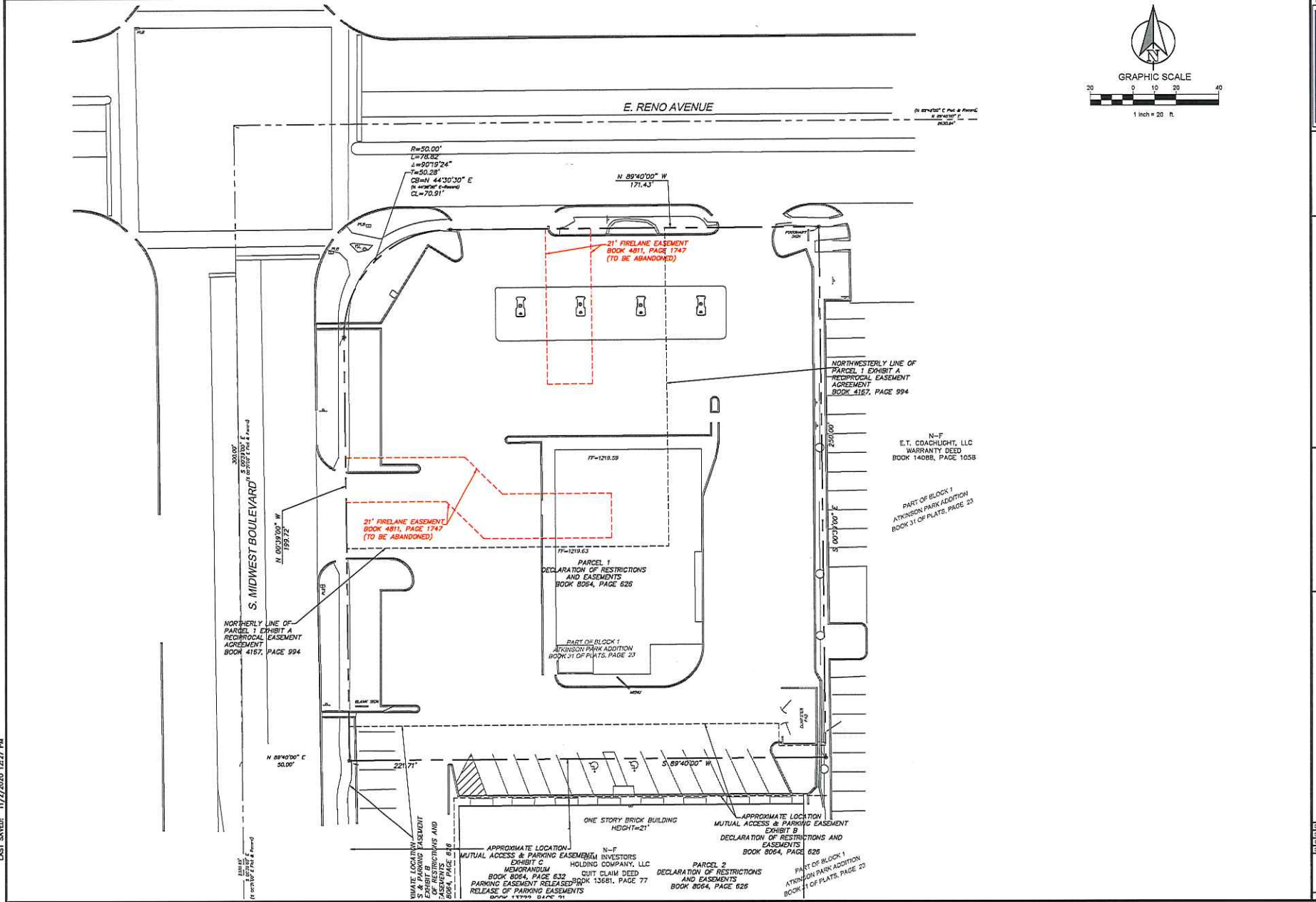
Approved by City Council: 6-7-81 DATE

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STATE OF OKLAHOMA
JERRY DEVOUSE
COUNTY CLERK
MAY 29 9 26 AM
RECORDED ON FILE

NOTARY PUBLIC

PLOTTED BY: DEBO TORRES
 PLOT DATE: 11/2/2020 12:28 PM
 LOCAL TIME: 11:03:03 AM
 LOCAL DATE: 11/2/2020 12:27 PM



7-ELEVEN HIGHWELL
 RENO & MIDWEST BLVD
 MIDWEST CITY, OK

DESIGN	MB
DRAWN	MB
CHECKED	MB
DATE	11/2/2020

EXHIBIT
 EXISTING FIRE LANE TO
 BE ABANDONED

DESIGN	MB
DRAWN	MB
CHECKED	MB
DATE	11/2/2020

SHEET
 EXH-1
 File No: 2020-047

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ORDINANCE NO. _____

AN ORDINANCE CLOSING A FIRE LANE EASEMENT ACROSS 8000 EAST RENO AVENUE SHOWN AS PART OF BLOCK 1, ATKINSON PARK ADDITION AND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY HEREINAFTER DESCRIBED, AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. That a Fire Lane Easement shown as part of Block 1 of Atkinson Park Addition, located in the Northwest Quarter (NW/4) of Section 2, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

A 21.0 foot fire lane easement being described as 10.5 feet each side of the following described centerline:

Beginning at a point 155.0 feet East and 50.0 feet South of the Northwest Corner (NW/C) of the Northwest Quarter (NW/4) of Section 2, Township 11 North, Range 2 West, thence South 73.0 feet to the point of ending

AND

A 21.0 foot fire lane easement being described as 10.5 feet each side of the following described centerline:

Beginning at a point 167.5 feet South and 50.0 feet East of the Northwest Corner (NW/C) of the Northwest Quarter (NW/4) of Section 2, Township 11 North, Range 2 West, thence South 45° East a distance of 25.0 feet; thence East 55 feet to the point of ending.

Shall be closed for public use.

SECTION 2. The City retains the right to maintain, repair, construct, operate, or remove any poles, wires, pipes, conduits, sewer mains, water mains, gas mains, or any other facility or equipment located in the portion of the easement closed by this ordinance and the absolute right to reopen the public way or easement without expense to the municipality.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

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CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

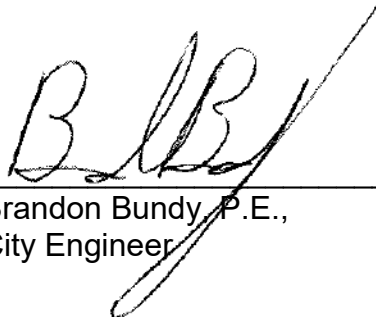
DATE : December 8th, 2020

SUBJECT : Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number SRS-255E(340)ST, State Job Number 31480(26), with the Oklahoma Department of Transportation to receive federal funds up to the amount of \$180,000.00 for the Safe Routes to School Trail.

In 2014, Midwest City was awarded Safe Routes to School (SRS) federal funding to design and construct a paved multi-use trail which will run along the south side of Midwest Elementary School from Key Boulevard to Midwest Boulevard. At this time the project is scheduled to bid contingent on this agreement. This project is tied to the West Palmer Loop Trail project with expected bidding to take place winter of 2021 and construction early summer 2021.

This project is 100% federally funded; no City funds are obligated at this time.

Staff recommends approval.



Brandon Bundy, P.E.,
City Engineer

Attachment



Legend

Trails

- Existing Trails
- Future Trails
- School Buildings

TAFB Accident Potential Zone

- APZ I
- Clear Zone
- Parks

1 in = 650 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.

**PROJECT AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MIDWESY CITY**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department”, and the **City of Midwest City**, hereinafter referred to as the “Sponsor,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to wit:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
SRS	04	OKLAHOMA	31480(26)	SRS-255E(340)ST	PEDESTRIAN IMPROVEMENTS	SRS - EASTSIDE ELEM. SCH. INFRASTRUCTURE

WITNESSETH

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and,

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW THEREFORE, subject to the limitations hereinbefore described, the Department and the Sponsor do agree as follows:

1. The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
SRS	04	OKLAHOMA	31480(26)	SRS-255E(340)ST	PEDESTRIAN IMPROVEMENTS	SRS - EASTSIDE ELEM. SCH. INFRASTRUCTURE

2. The Sponsor shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The Sponsor agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
4.
 - A. The Sponsor shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT’s FHWA’s Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the Sponsor shall, at its sole expense, maintain the project after construction.
 - B. The Sponsor shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
 - C. The Sponsor shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
 1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
 2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
6. A. The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

B. The SPONSOR agrees to comply with **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with

construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
 - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
 - (c) To prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
 - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
 - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
 - (f) The Sponsor shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:
 - a Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the Sponsor to any other point other than that which is approved by the Department prior to such removal.

- 2) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the Sponsor, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
- h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including

storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

i On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:

(1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.

(2) Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.

(3) Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

10. The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

a. The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

b. Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.

d. The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.

e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the Sponsor to any point other than which is approved by the Department prior to such removal.

- f. In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
- 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The Sponsor agrees, affirms and warrants to the Department that the Sponsor will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”
13. The Sponsor agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the Sponsor shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the Sponsor or the Department arising from the Sponsor's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the Sponsor Street System within the corporate limits of the Sponsor. Provided, nothing herein shall require the Sponsor to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by Sponsor. No liability shall attach to the Department except as expressly provided herein.

15. Based on an estimated total construction cost plus construction inspection cost of One Hundred Fifty-Six Thousand Nine Hundred Eighty-Six Dollars (\$156,986), it is agreed the project referenced above will be financed as follows:
- Federal Safe Routes To School Program funds shall be used to finance the federally participating construction costs of One Hundred Fifty-Six Thousand Nine Hundred Eighty-Six Dollars (\$156,986). Federal participation is CAPPED at One Hundred Eighty Thousand Dollars (\$180,000).
 - Sponsor funds provided by the Sponsor shall be provided to finance the balance of the eligible participating project construction costs, estimated at Zero Dollars (\$0). The SPONSOR shall also provide 100% of any federally non-participating costs, estimated at Zero Dollars (\$0.00). Total Sponsor funds are currently estimated at Zero Dollars (\$0). The estimated Sponsor funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.
16. a) It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, number of phases selected, construction supervision costs and federally non-participating costs incurred during construction.
- b) The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
- c) The Sponsor will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the Sponsor will be deducted from the total cost and a refund will be made by the Department to the Sponsor or additional funding will be requested from the Sponsor. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the Sponsor that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the SPONSOR. No STATE funds are allocated to this project.
18. Upon approval of this Agreement and the plans, specifications and estimates by the Sponsor, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the Sponsor, provided that upon consultation with and agreement by the Sponsor, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent

supervision at all times that the work is in progress. The Sponsor shall have inspectors on the project site as the Sponsor determines necessary to ensure construction of the project to the satisfaction of the Sponsor and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the Sponsor's approved plans and specifications.

20. The Sponsor agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the Sponsor to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the Sponsor for its adjudged failure.
21. Failure by the Sponsor to fulfill its responsibilities under this Agreement will disqualify the Sponsor from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the Sponsor and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the Sponsor and the Department of this project, the Sponsor does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The Sponsor does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The Sponsor does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
 - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - d. The Secretary determines that such termination is in the best interest of the State.

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IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 2020, and the Department on the ____ day of _____, 2020.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

By _____
CITY ATTORNEY DATE

By _____
MAYOR DATE

By _____
ATTEST: CITY CLERK

(SEAL): Approved - THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE
Engineer

Director of Capital Programs DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : December 8th, 2020

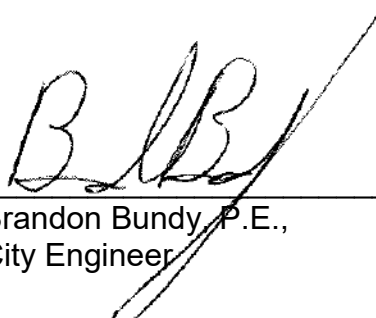
SUBJECT : Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number TAP-255D(330)AG, State Job Number 31437(04), with the Oklahoma Department of Transportation to receive \$500,000.00 in federal funds for the West Palmer Loop Trail and agree to pay the City match of \$749,128.00.

In 2014, Midwest City was awarded Transportation Alternative Program (TAP) federal funding to design and construct a paved multi-use trail which will run from the intersection of S.E. 15th Street and Century Boulevard to the intersection of S.E. 29th and Midwest Boulevard along the west side of the Tinker Exclusion Zone. Since 2014, there has been a number of hurdles acquiring the easements for this project. At this time the project is scheduled to bid contingent on this agreement. This project is tied to the Safe Routes to School project with expected bidding to take place winter of 2021 and construction early summer 2021.

The funding for TAP projects in 2014 was capped at \$500,000 and the remainder the responsibility of the City.

This agreement will be funded with already budgeted funds in projects #062011 and #062101.

Staff recommends approval.



Brandon Bundy, P.E.,
City Engineer

Attachment



Legend

Trails

- Existing Trails
- Future Trails
- School Buildings

TAFB Accident Potential Zone

- APZ I
- Clear Zone
- Parks

1 in = 650 ft
when printed actual size
on 8-1/2"x11" paper

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**PROJECT AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MIDWESY CITY**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department”, and the **City of Midwest City**, hereinafter referred to as the “Sponsor,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to wit:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
TAP	04	OKLAHOMA	31437(04)	TAP-255 D(330)AG	PEDESTRIAN IMPROVEMENTS	WEST PALMER LOOP TRAIL; MULTI-USE TRAIL ALONG WEST SIDE OF TINKER EXCLUSION ZONE, BEG @ S. END OF SOLDIER CR TRAIL & EXT TO S.E. 29TH ST.

WITNESSETH

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and,

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW THEREFORE, subject to the limitations hereinbefore described, the Department and the Sponsor do agree as follows:

1. The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
TAP	04	OKLAHOMA	31437(04)	TAP-255 D(330)AG	PEDESTRIAN IMPROVEMENTS	WEST PALMER LOOP TRAIL; MULTI-USE TRAIL ALONG WEST SIDE OF TINKER EXCLUSION ZONE, BEG @ S. END OF SOLDIER CR TRAIL & EXT TO S.E. 29TH ST.

2. The Sponsor shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The Sponsor agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
4.
 - A. The Sponsor shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT’s FHWA’s Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the Sponsor shall, at its sole expense, maintain the project after construction.
 - B. The Sponsor shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
 - C. The Sponsor shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
 1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
 2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
6. A. The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

B. The SPONSOR agrees to comply with **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with

construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
 - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
 - (c) To prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
 - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
 - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
 - (f) The Sponsor shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:
 - a Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the Sponsor to any other point other than that which is approved by the Department prior to such removal.

- 2) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the Sponsor, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
- h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including

storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

i On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:

(1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.

(2) Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.

(3) Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

10. The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

a. The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

b. Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.

d. The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.

e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the Sponsor to any point other than which is approved by the Department prior to such removal.

- f. In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
- 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The Sponsor agrees, affirms and warrants to the Department that the Sponsor will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”
13. The Sponsor agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the Sponsor shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the Sponsor or the Department arising from the Sponsor's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the Sponsor Street System within the corporate limits of the Sponsor. Provided, nothing herein shall require the Sponsor to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by Sponsor. No liability shall attach to the Department except as expressly provided herein.

15. Based on an estimated total construction cost plus construction inspection cost of One-Million Two Hundred Forty-Nine Thousand One Hundred Twenty-Eight Dollars (\$1,249,128), it is agreed the project referenced above will be financed as follows:
- Federal Transportation Alternative Program funds shall be used to finance the federally participating construction costs of Five Hundred Thousand Dollars (\$500,000). Federal participation is CAPPED at Five Hundred Thousand Dollars (\$500,000).
 - Sponsor funds provided by the Sponsor shall be provided to finance the balance of the eligible participating project construction costs, estimated at Seven Hundred Forty-Nine Thousand One Hundred Twenty Eight Dollars (\$749,128). The SPONSOR shall also provide 100% of any federally non-participating costs, estimated at Zero-Dollars (\$0.00). Total Sponsor funds are currently estimated at Seven Hundred Forty-Nine Thousand One Hundred Twenty-Eight Dollars (\$749,128). The estimated Sponsor funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.
16. a) It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, number of phases selected, construction supervision costs and federally non-participating costs incurred during construction.
- b) The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
- c) The Sponsor will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the Sponsor will be deducted from the total cost and a refund will be made by the Department to the Sponsor or additional funding will be requested from the Sponsor. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the Sponsor that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the SPONSOR. No STATE funds are allocated to this project.
18. Upon approval of this Agreement and the plans, specifications and estimates by the Sponsor, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the Sponsor, provided that upon consultation with and agreement by the Sponsor, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The Sponsor shall have inspectors on the

project site as the Sponsor determines necessary to ensure construction of the project to the satisfaction of the Sponsor and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the Sponsor's approved plans and specifications.

20. The Sponsor agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the Sponsor to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the Sponsor for its adjudged failure.
21. Failure by the Sponsor to fulfill its responsibilities under this Agreement will disqualify the Sponsor from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the Sponsor and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the Sponsor and the Department of this project, the Sponsor does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The Sponsor does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The Sponsor does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
 - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - d. The Secretary determines that such termination is in the best interest of the State.

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IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 2020, and the Department on the ____ day of _____, 2020.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

By _____
CITY ATTORNEY DATE

By _____
MAYOR DATE

By _____
ATTEST: CITY CLERK

(SEAL): Approved - THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE
Engineer

Director of Capital Programs DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

**Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204**

To: The City of Midwest City

Department Invoice No 31437(04)
November 17, 2020

Project Type	Div.	County	JP No	Project No.	Work Type	Description
TAP	04	OKLAHOMA	31437(04)	TAP-255 D(330)AG	PEDESTRIAN IMPROVEMENTS	WEST PALMER LOOP TRAIL; MULTI-USE TRAIL ALONG WEST SIDE OF TINKER EXCLUSION ZONE, BEG @ S. END OF SOLDIER CR TRAIL & EXT TO S.E. 29TH ST.

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: <u>Upon Receipt</u>			
Total Estimated Cost:			\$ 1,249,128.00
Less Federal Share			(\$ 500,000.00)
Less Sponsor Initial Deposit			(\$ 0,00.00)
Local Share Due			\$ 749,128.00
Accounting Use Only		Invoice Total	\$ 749,128.00

Distribution:

City
Remit with Payment
Division Project File
Comptroller Division



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

Memorandum

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: December 8, 2020

SUBJECT: Discussion and consideration of 1) approving and entering into the Oklahoma Highway Safety Office grant (Project Number PT-21-03-18-18) to establish the terms and conditions under which the City will receive a law enforcement traffic safety grant in the amount of \$32,820; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.

The Midwest City Police Department requests that you enter into an agreement with the Oklahoma Highway Safety Office Law Enforcement Grant (Project Number PT-21-03-18-18), that establishes the terms and conditions under which the City will receive a law enforcement traffic safety grant for \$32,820.00. The Oklahoma Highway Safety grant funds would be used to fund 552 hours or more overtime for high visibility enforcement, which contributes to the statewide traffic safety improvement goals. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA). Grant contract period is for one year, October 2020 through September 2021.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Brandon Clabes", is written over a horizontal line.

Brandon Clabes
Chief of Police

Attachment: Contract

OHSO Highway Safety Application FFY2021

Organization: Midwest City, City of

OHSO-FFY2021-Midwest City CI-00045

Grant Agreement Summary – Part 1

Title of Contract: Midwest City Traffic Enforcement

OHSO Project Number: PT-21-03-18-18 **Award Amount:** \$32,820.00 **CFDA Number:** 206000000
FAIN Number: 69A37521300004020OK0
TTA Number:

OHSO Project Number: **Award Amount:** **CFDA Number:**
FAIN Number:
TTA Number:

TOTAL AWARD: \$32,820.00

Project Period: Oct 01, 2020 – Sep 30, 2021 **Primary Program Area:** General Police Traffic Services

Organization: Midwest City Police Department
Address: 100 N. Midwest Blvd
City: Midwest City **State:** OK **Zip:** 73110
FEI Number: 736027530 **DUNS Number:** 077326601
Project Director: Joe Cruz **Title:** Lieutenant
Phone Number: (405) 739-1304 **Fax Number:**

Project Goals:

To work 552 hours or more of overtime high visibility enforcement in FY21, contributing to statewide traffic safety improvement goals.

Problem Identification:

Midwest City is a suburb east of Oklahoma City with a geographical area of 26 square miles. According to the Oklahoma Department of Commerce's Population Estimates by Place, Midwest City is the eighth largest city in the state of Oklahoma, with a population estimated about 57,308. It is a central location for industrial trade and a large number of commuters pass through the city limits due to its close proximity to Tinker Air Force Base and Oklahoma City.

In 2018, according to OHSO data, Midwest City had a total of 29 KA crashes. When comparing the crash rate per 100M VMT for Midwest City, their rate is 35% higher than the statewide rate of crashes. Of these crashes, 2 were alcohol-related, 2 were drug-related, 3 were speed-related, and 3 were attributed to a distracted driver. Six of the crashes were fatal. When adjusted for VMT, that puts Midwest City at over double the state rate for fatal crashes.

Project Description:

The Midwest City Police Department will conduct overtime high visibility enforcement in support of the State and National goals to reduce the incidence of fatality and serious injury crashes in their community. The Project Director will utilize all data and reference sources to identify those times, and locations having a significant crash rate involving impaired drivers including but not limited to, DDACTS, crash reports, arrest records, and OHSO data. Officers will be assigned to work high visibility enforcement (HVE), and saturation patrols in identified areas, specifically all major street arteries that cross the city particularly within the following boundaries: SE 29th Street, NE 23rd Street, Sooner Road and S. Douglas Blvd. . Public information supporting enforcement (PI&E) activities will be conducted on a monthly basis as part of the HVE effort to inform and educate the public on safe driving habits, as well as the agency's ongoing effort to deter traffic violations. Activity will be conducted in support of state and national mobilizations.

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I–Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and

OHSO Highway Safety Application FFY2021

Organization: Midwest City, City of

OHSO-FFY2021-Midwest City CI-00045

Grant Agreement Summary – Part 1

Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the "Start of Project Number" for each grant awarded to obtain the information your agency's financial department will need for Federal/State reporting purposes.

Start of Project Number	Program Area	CFDA No.	Award Name	Section No.
AI	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	Alcohol	20.6000000	State and Community Highway Safety	402
DE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	RailRoad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	Traffic Safety Program	20.6000000	State and Community Highway Safety	402
M2	MAP 21 405b OP Low	20.6160000	Occupant Protection	405b
M3	MAP 21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405C
M5	MAP 21 405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	MAP 21 405f Motorcyclist Programs	20.6160000	Motorcyclist Safety	405f

Budget Summary Projections

Cost Category Items	1st Quarter			2nd Quarter		
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
I. Personnel						
A. Salaries	\$2,540.00	\$2,541.00	\$2,541.00	\$2,541.00	\$2,540.00	\$2,541.00
B. Benefits	\$194.00	\$194.00	\$195.00	\$194.00	\$194.00	\$195.00
II. Travel						
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
III. Operating Costs	\$0	\$0	\$0	\$0	\$0	\$0
IV. Contractual Costs	\$0	\$0	\$0	\$0	\$0	\$0
V. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Total	\$2,734.00	\$2,735.00	\$2,736.00	\$2,735.00	\$2,734.00	\$2,736.00

	3rd Quarter			4th Quarter			Annual Total
	Apr	May	Jun	Jul	Aug	Sep	
I. Personnel							
A. Salaries	\$2,540.00	\$2,541.00	\$2,541.00	\$2,541.00	\$2,540.00	\$2,541.00	\$30,488.00
B. Benefits	\$194.00	\$194.00	\$195.00	\$194.00	\$194.00	\$195.00	\$2,332.00
II. Travel							
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Operating Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IV. Contractual Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
V. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Total	\$2,734.00	\$2,735.00	\$2,736.00	\$2,735.00	\$2,734.00	\$2,736.00	\$32,820.00

Cost Category Item: I.A. 1		Project Number: PT-21-03-18-18				
Description: Salary for overtime traffic enforcement/PI&E (rate not to exceed 1.5 times regular hourly rate unless contractually required and pre-approved by OHSO).						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
\$2,540.00	\$2,541.00	\$2,541.00	\$2,541.00	\$2,540.00	\$2,541.00	\$15,244.00
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
\$2,540.00	\$2,541.00	\$2,541.00	\$2,541.00	\$2,540.00	\$2,541.00	\$30,488.00

Cost Category Item: I.B. 1		Project Number: PT-21-03-18-18				
Description: Benefits for overtime impaired driving enforcement (rate not to exceed 7.65% unless contractually required and pre-approved by OHSO).						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
\$194.00	\$194.00	\$195.00	\$194.00	\$194.00	\$195.00	\$1,166.00
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
\$194.00	\$194.00	\$195.00	\$194.00	\$194.00	\$195.00	\$2,332.00

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
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Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

**** SECTION 2 ****

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
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Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

General Provisions - Part II**REGULATIONS AND DIRECTIVES**

The Grantee, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office .
2. The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.
4. Buy America Act, 23 U.S.C. 101.
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions :
 - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. Prohibition on using grant funds to check for helmet usage (applies to subrecipients as well as State): The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.
7. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any 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 the influencing or attempting to influence any officer or employee of any agency , a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

8. Equipment Purchased with Highway Safety Funds

- Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project(49 CFR, Part 18 (Common Rule))
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
- Equipment maintenance and liability coverage are the Grantee's responsibility
- Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

To dispose of ANY equipment, the Grantee MUST:

- (1) Write a letter of request to OHSO;
- (2) State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
- (3) Maintain equipment until Grantee receives letter of approval;
- (4) Return Equipment to OHSO.

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation , F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at

any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily exclude from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Specific Agreements - Part III

1. Subrecipient shall adopt (if none presently exists) and enforce a written safety belt use policy requiring all employees and others riding in Subrecipient owned or leased vehicles and/or on Subrecipient business to use safety belts in all seating positions and provide a copy of the same prior to initiation of a grant.
2. Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of the subrecipient's entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant agreement.
3. Subrecipient shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.
4. Subrecipient shall require all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures prior to working grant funded enforcement shifts.
5. Subrecipient shall submit activity and reimbursement reports to OHSO monthly through the OKGrants system unless otherwise pre-approved. Reports shall include all appropriate and required backup documentation. Reports shall be submitted within 30 days of the end of the reporting month. Failure to timely submit reports may result in denial of the reimbursement claim or delay in reimbursement of the same.
6. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA). In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each subrecipient with pertinent information regarding the grant award to assist in providing the subrecipient's financial department information which may be needed for Federal/State reporting purposes. Said information is contained within the Grant Agreement Summary-Part 1 of the award documents. A subrecipient agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Subrecipient.
7. Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.) These "Specific Agreement" topics have been provided in an effort to assist subrecipients. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.
8. The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

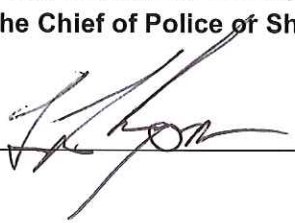
Printed Name of Chief Executive Officer: Tim Lyon

Title: City Manager

Date: Aug 17 2020 12:01PM

NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.

Signature: _____

A handwritten signature in black ink, appearing to read 'T. Lyon', is written over a horizontal line. The signature is stylized and cursive.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: December

SUBJECT: Discussion and consideration of declaring (1) 2005 Chevy Impala and (1) 2009 Dodge Ram as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

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

Items for surplus:

060042 - 2005 Chevy Impala,
VIN 2G1WF55KX59375240

060245 - 2009 Dodge Ram
VIN 1D3HV18T79S741862

Auction services are provided to the City by:

1. www.ebay.com
2. www.govdeals.com
3. www.pulicsurplus.com
- 4.

Staff recommends approval.

Brandon Clabes, Chief of Police

Attachment: Surplus List



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: December 8, 2020

SUBJECT; Discussion and consideration of declaring two hundred (200) firearms of various calibers as surplus and authorizing their disposal by trade-in toward future purchases of with GT Distributors, Austin, Texas for a trade-in amount of \$19,706.00.

The attached list of firearms has been converted through the legal process. The Midwest City Police Department request consideration to enter into an agreement with GT Distributors of Austin, Texas to dispose of the converted firearms for a trade-in value of \$19,706.00. This will leave a \$19,706.00 credit for purchases with GT.

Staff recommends approval.

Brandon Clabes, Chief of Police

Attachments:

GUN CONVERSION LIST

17-08004	.22 CAL REVOLVER	142877	JUNK	\$5.00
17-05875	.38 CAL RG	R092606	POOR	\$5.00
16-01060	AMADEO ROSSI .38 SPL	752468	FAIR	\$135.00
16-03619	ARMINIUS REVOLVER	531611	FAIR	\$15.00
15-01826	ASTRA CADIX REVOLV .22 CAL	112831	FAIR	\$55.00
18-01835	BERETTA .380	922113	POOR	\$25.00
14-06142	BERETTA 21A .22CAL	BCS19439U	FAIR	\$100.00
16-09578	BERETTA 965	646981	POOR	\$25.00
19-01300	BERETTA U22 NEOS	R69064	POOR	\$35.00
19-05608	BOLT ACTION .22 RIFLE	O4M491A	POOR	\$5.00
19-05192	BROLIN ARMS 12 GA SHOTGUN	9904340	POOR	\$15.00
	BRUNI 8MM FLANK FIRING PISTOL		POOR	\$2.00
18-03843	BRYCO ARMS JENNINGS J22	UNK	FAIR	\$55.00
19-00397	CHAPPA 1911 22 CAL	12N25876	FAIR	\$125.00
18-01279	CLERKE 22 CAL REVOLVER	40864	POOR	\$5.00
18-00193	COBRA FS380	FS115727	FAIR	\$45.00
19-00750	COLT .380	101248	POOR	\$55.00
17-03721	COLT OFFICIAL POLICE REVOLVER	860210	FAIR	\$185.00
14-06096	CRICKETT 22 CAL	471805	FAIR	\$115.00
	Current Property Conversion List			\$0.00
	DAVIS .380	AP067062	FAIR	\$40.00
18-03864	DAVIS P-32	P156874	FAIR	\$40.00
17-05530	DIAMOND BACK .380	ZE8090	POOR	\$45.00
16-01060	DTI 5.56 RIFLE	S020850	GOOD	\$350.00
17-05641	ESCORT 12 GA	418318	FAIR	\$125.00
17-02508	FIE .32 CAL DERRINGER	506810	JUNK	\$2.00
19-00456	GLENFIELD 60 .22 CAL	73151373	JUNK	\$2.00
19-02577	GLOCK 22	VBP967	POOR	\$185.00
12-04660	GLOCK 23	KKD395	GOOD	\$251.00
16-02111	GLOCK 23	KFE645	GOOD	\$251.00
16-07610	GLOCK 27	LYD633	FAIR	\$271.00
17-06124	GLOCK 27	BXB880	FAIR	\$271.00
18-07310	GLOCK 42 .380	AMBT594	GOOD	\$275.00
16-09578	GSG 5 RIFLE	A325010	FAIR	\$140.00
	GUARDIAN FIE .25 CAL	G7008980	POOR	\$10.00
14-05973	H&K MODEL 416 .22 CAL RIFLE	WHO11443	GOOD	\$285.00

14-02775	H&R .CAL	AN12326	FAIR	\$55.00
18-01835	H&R PARDNER 12 GA	NZ857913	GOOD	\$55.00
19-05743	H&R SHOTGUN	NZ862944	FAIR	\$55.00
18-03648	HARR/RICHARDSON 16 GAUGE	2876576	JUNK	\$2.00
17-05268	HASKELL JS-45	18879	POOR	\$15.00
15-06473	HERITAGE ROUGH RIDER REVOLVER	G28782	POOR	\$15.00
15-03274	HI POINT	X7226422	GOOD	\$45.00
18-07417	HI POINT .380	P8032371	FAIR	\$40.00
19-06198	HI POINT .45 AUTO	424129	POOR	\$55.00
19-08089	HI POINT .45 AUTO	X4132678	POOR	\$55.00
09-00897	HI POINT .45 CAL	491742	FAIR	\$55.00
16-01515	HI POINT .45 CAL	X4245390	FAIR	\$55.00
18-05195	HI POINT .45 CAL JHP	468198	FAIR	\$55.00
18-09073	HI POINT 9MM	P10030235	FAIR	\$50.00
17-00249	HI POINT 9MM	P1787433	FAIR	\$50.00
16-02164	HI POINT C9	P1322427	FAIR	\$50.00
16-03139	HI POINT C9	PT1810722	GOOD	\$50.00
18-03525	HI POINT C9	P177792	POOR	\$50.00
18--03956	HI POINT C9	P1253757	GOOD	\$50.00
15-10186	HI POINT CF380	P816171	POOR	\$30.00
17-07050	HI POINT JHP	X4260309	FAIR	\$45.00
	HI POINT JHP	X419148	FAIR	\$45.00
14-01429	HIGH STANDARD DM-101	2404293	GOOD	\$55.00
19-04175	HIPOINT 9MM	DEFACED	JUNK	\$2.00
18-04983	HOBAN .22 CAL RIFLE	PRE 1968	POOR	\$10.00
18-03648	HUNTER .22 CAL REVOLVER	23267	JUNK	\$2.00
13-03854	HWM .38 CAL REVOLVER	1555957	FAIR	\$40.00
17-07059	JENNINGS .25 CAL	11538	FAIR	\$25.00
18-05342	JENNINGS J-22	565872	FAIR	\$25.00
16-09185	JIMENEZ .25 AUTO	29228	FAIR	\$25.00
17-01161	JIMENEZ ARMS .380	207052	POOR	\$20.00
17-06686	JIMENEZ ARMS .380	93517	FAIR	\$35.00
19-01932	JIMENEZ ARMS J.A. 380	307301	FAIR	\$35.00
18-07461	JIMENEZ ARMS J.A. NINE	169579	GOOD	\$45.00
15-04862	JIMENEZ ARMS JA NINE	36597	POOR	\$45.00
19-02650	JIMINEZ 22 CAL	SN1150386	FAIR	\$50.00
18-07992	KELTEC P3AT .380	K2B78	FAIR	\$125.00

15-04168	LLAMA	533325	FAIR	\$135.00
18-01425	LORCIN .25 CAL	232326	FAIR	\$25.00
16-06233	LORCIN L-25 SEMI AUTO	305141	FAIR	\$25.00
19-06865	LORCIN L380	35447	POOR	\$10.00
15-07975	LORCIN L-380	119937	FAIR	\$45.00
14-01828	MAKAROV 9X18	FD8137	FAIR	\$100.00
	MARLIN 22 CAL	5291659	POOR	\$10.00
18-03292	MARLIN 22 CAL RIFLE SAWED OFF	4154845	JUNK	\$2.00
17-09226	MARLIN 30-30	17141344	POOR	\$55.00
18-00691	MARLIN 9MM RIFLE	13802168	FAIR	\$255.00
18-03753	MAVERICK MODEL 88 SHOTGUN	UNK	JUNK	\$5.00
16-02164	MOSSBERG 500A	PRE 1968	GOOD	\$155.00
18-07272	NAA 22	E115527	FAIR	\$110.00
18-07764	NAA 5 SHOT DERRINGER .22 CAL	L181669	FAIR	\$110.00
	NEW HAVEN .22 RIFLE	22SHVLLR	POOR	\$5.00
18-05260	NEW HAVEN 12 GA	NONE	JUNK	\$2.00
19-01593	NORINCO MODEL 213 9MM PISTOL	UNKNOWN	JUNK	\$2.00
18-03753	PARA 1911	K035863	GOOD	\$285.00
17-05650	PAVONA WITNESS-P 9MM	MT21923	POOR	\$65.00
18-06737	PHOENIX ARMS .25 CAL	3142756	POOR	\$20.00
	PIONEER ARMS 12 GA	3486	FAIR	\$100.00
	POLICE DEPT WEAPONS	BID SEPARATE		\$0.00
CASE #	PROPERTY	SERIAL #		\$0.00
	RAIKAL .380	BTM7038	POOR	\$10.00
19-07215	REMINGTON .22 CAL RIFLE	NONE	JUNK	\$2.00
06-06572	REMINGTON 1100	N454694V	GOOD	\$155.00
	REMINGTON 12 GA	T582676V	JUNK / PARTS	\$30.00
	REMINGTON 12 GA	94514V	JUNK / PARTS	\$30.00
	REMINGTON 12 GA	X278747M	JUNK / PARTS	\$30.00
	REMINGTON 12 GA	T698311V	JUNK / PARTS	\$30.00
	REMINGTON 12 GA	T626370V	JUNK / PARTS	\$30.00
	REMINGTON 12 GA	X281189M	JUNK / PARTS	\$30.00
	REMINGTON 12 GA	X281175M	JUNK / PARTS	\$30.00
	REMINGTON 12 GA	S342815V	POOR	\$30.00
18-03864	REMINGTON 870 12 GA NON FUNC	S021135V	FAIR	\$65.00
18-08097	REMINGTON M1911A .45 CAL	1745698	GOOD	\$300.00
14-04829	REMINGTON SPARTAN 12 GA	05064417R	JUNK	\$10.00

15-09764	RG .22 CAL	3NT600130	POOR	\$5.00
19-00930	RG .38 SPEC REVOLVER	315403	POOR	\$5.00
	RG 14 .22 CLR	L664390	FAIR	\$15.00
19-07902	RG 25 CAL	U007513	FAIR	\$15.00
12-08712	RG 38S	FF322877	FAIR	\$30.00
16-07242	RG RG14 .22 CAL	L782013	POOR	\$10.00
19-03258	ROSSI .357 REVOLVER	BW696898	FAIR	\$165.00
16-04792	ROSSI 410 SHOTGUN	3.09367E+13	JUNK	\$5.00
13-02663	RUGER .22	360-21696	FAIR	\$100.00
17-05869	RUGER .22 CALSEMI AUTO	1179374	POOR	\$25.00
17-05501	RUGER .380	37622892	GOOD	\$165.00
18-07310	RUGER 10/22 RIFLE	0008-56815	FAIR - WITH SCOPE	\$145.00
18-08097	RUGER 10/22 RIFLE	252-73419	GOOD- WITH SCOPE	\$145.00
16-04327	RUGER 9MM	315-23439	GOOD	\$165.00
17-05497	RUGER 9MM	318-34144	FAIR	\$165.00
17-00744	RUGER BLACKHAWK .44 CAL	BH8372454	POOR	\$395.00
14-06096	RUGER CR9	331 20104	FAIR	\$215.00
18-05001	RUGER LC95	329-55441	FAIR	\$200.00
	RUGER M77 MARK II 270 WIN	785-68781	FAIR - WITH SCOPE	\$325.00
	RUGER M77 MARK II 30-06	783-84318	GOOD - WITH SCOPE	\$335.00
19-05347	RUGER MKII .22 CAL PISTOL	22204236	POOR	\$35.00
19--02973	RUGER P345	665-04005	FAIR	\$145.00
18--03918	RUGER P-89	304-84656	FAIR	\$145.00
18-05793	RUGER P95DC	312-39992	GOOD	\$145.00
16-02274	S&W .38 CAL REVOLVER	BFZ1827	POOR	\$55.00
16-08609	S&W .38 CAL REVOLVER	50543	POOR	\$55.00
17-07137	S&W .38 REVOLVER	D478138	FAIR	\$175.00
	S&W .38 SPCL	310445	GOOD	\$175.00
18-06393	S&W .38 SPECIAL	DDB6617	GOOD	\$175.00
18-02557	S&W .38 SPL	CCT7728	POOR	\$55.00
18-06682	S&W .38 SPL	532J83	FAIR	\$175.00
19-00679	S&W .38 SPL REVOLVER	CHZ6126	FAIR	\$175.00
19-04352	S&W 38 SPL	DJM9260	GOOD	\$185.00
17-04466	S&W 380	RAD9059	FAIR	\$155.00
17-00469	S&W BODYGUARD .380	KBH6792	FAIR	\$155.00
18-02362	S&W IMM M&P	HAP5165	GOOD	\$195.00
17-01116	S&W M&P	MPY4327	POOR	\$55.00

	S&W M&P .22 CAL	MP072871	GOOD	\$125.00
17-04312	S&W M&P .380	KBX6320	FAIR	\$145.00
19-01412	S&W M&P .380	KCN6320	POOR	\$100.00
19-00675	S&W M&P .40 CAL	HBN9157	FAIR	\$145.00
19-02416	S&W M&P 9	HLV5152	GOOD	\$165.00
19-04362	S&W M&P 9MM	HWS1362	FAIR	\$165.00
19-04585	S&W M&P SHIELD	BS6748	FAIR	\$155.00
19-07340	S&W m&P SHIELD	HWJ9348	GOOD	\$155.00
17-07004	S&W MODEL 66	4K63827	GOOD	\$365.00
17-08184	S&W SD40VE	HFP5364	GOOD	\$155.00
18-08253	S&W SEMI AUTO	Z012304	JUNK	\$10.00
14-08083	S&W SW9VE	HEA1954	GOOD	\$155.00
15-00049	S&W SW9VE	DWN2551	FAIR	\$155.00
16-00279	S&W SW9VE 9MM	DTB3779	FAIR	\$155.00
18-04263	SAVAGE .22 CAL RIFLE	5149	JUNK	\$2.00
	SAVAGE MODEL 210 12 GA	G373213	GOOD - BOLT ACTION WITH SCOPE	\$65.00
19-05608	SCCY CPX-1	282055	FAIR	\$125.00
18-00665	SCCY CPX-2 9MM	392421	GOOD	\$125.00
19-06015	SCCY CPX-2 9MM HG	461315	GOOD	\$125.00
17-02740	SENTINEL .22 CAL REVOLVER	1411464	JUNK	\$2.00
17-02391	SIG SAUER	58B024620	GOOD	\$259.00
18-02815	SIG SAUER 1911	54B034002	EXCELLENT	\$455.00
18-04908	SIG SAUER SP2022	24B266324	GOOD	\$200.00
	SILVER REVOLVER NON FUNCTION	UNK	JUNK	\$2.00
	SILVER REVOLVER NON FUNCTION	UNK	JUNK	\$2.00
18-03734	SKYY CPX-1	15657	POOR	\$65.00
15-08091	SPESCO SHOTGUN	194529	JUNK	\$2.00
18-09083	SPRINGFIELD XD 9MM	GM920613	GOOD	\$210.00
15-06672	SPRINGFIELD XD-40 COMPACT	MG280769	GOOD	\$175.00
16-04419	SPRINGFIELD XDS 45	X5578842	FAIR	\$225.00
	STALLARD 9MM	145524-13	POOR	\$55.00
16-09675	STAR 9MM	SMB06487	POOR	\$55.00
16-03603	STOEGER COUGER 8000	T6429-06-A004899	FAIR	\$185.00
	SURPLUS AMMO AND ARMS AR-15	SA23407	GOOD	\$310.00
09-10504	TAURUS .38 CAL REVOLVER	VK55905	GOOD	\$155.00
17-06895	TAURUS .38 SPCL	EI84619	POOR	\$100.00
19-01159	TAURUS 9MM	FILED OFF	JUNK	\$15.00

	TAURUS 9MM MILLENIUM PT111 G2	TIR49262	GOOD	\$155.00
18-02399	TAURUS MILLENIUM G2 9MM	TKR95460	FAIR	\$155.00
17-00224	TAURUS MILLENNIUM PT111 G2	TJR42997	GOOD	\$155.00
17-01307	TAURUS PT145	NCV85305	FAIR	\$165.00
19-06114	TAURUS PT24/7 PRO 9MM	TER28401	GOOD	\$155.00
17-04188	TAURUS PT-25	15215Z	FAIR	\$55.00
18-09049	TAURUS PT738 .380	19020B	FAIR	\$135.00
18-06660	TAURUS REVOLVER	FH63121	FAIR	\$155.00
18-02013	TAURUS. 380	1D134040	GOOD	\$155.00
15-02377	TITAN .25 CAL	D928672	POOR	\$25.00
18-01348	TITAN TIGER .38 SPL	H63121	FAIR	\$55.00
18-08208	TITAN TIGER .38 SPL	46608	POOR	\$20.00
	UNK REVOLVER	286100	FAIR	\$15.00
16-03545	WALTHER PK 380	WB028518	GOOD	\$265.00
17-04932	WALTHER PPK 9MM	202162	POOR	\$155.00
16-09644	WESTERNFIELD 12 GA SHOTGUN	M550ABD	JUNK	\$2.00
	WINCHESTER 1200	L2039600	JUNK	\$2.00
18-08208	WINCHESTER 300 WIN	M72153201	GOOD - WITH SCOPE	\$395.00
	WINCHESTER MODEL1300 12 GA	L3227993	GOOD	\$169.00
				\$19,706.00

LONG GUNS

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: December 8, 2020

Subject: Discussion and consideration of declaring miscellaneous fire tools surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

Staff respectfully requests that the Council declare as surplus the following list of fire tools. These tools no longer have any operational value to the Fire Department as the department has replaced the items over a period of time with newer or better ones.

- (5) Yard Hydrants – 4” Stroz x (4) 2.5” gated valves x 4” gated manifold
- (1) Siamese connector – 4” x (2) 2.5”
- (2) Gated Manifold – 4.5” x (3) 2.5”
- (2) 10’ sections of hard suction hose
- (1) Amkus hydraulic pump for extrication tools
- (1) Amkus hydraulic ram
- (2) Handheld Geiger counters
- (1) Ventry positive pressure ventilation fan
- (1) Hook tool / pry bar
- (2) long piercing nozzles
- (4) Elkhart SMF-20F 1.75” combination nozzles
- (1) Elkhart DSM-30F 2.5” combination nozzle

Staff recommends approval.



Bert Norton
Fire Chief



Assistant City Manager

100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1207
vsullivan@MidwestCityOK.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers
FROM: Vaughn Sullivan, Assistant City Manager
DATE: December 8, 2020
SUBJECT: Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (G.O. Bond) projects.

Below is the third and fourth quarter 2020 report for the G.O. Bond progress.

G.O. Bond Project Manager/Assistant City Manager led projects:

- **Police and Fire Training Center:** A new site has been selected off Jim White Dr., south of Public Works. Staff is working with C. H. Guernsey, who was chosen during the RFQ process, is now working on an estimated cost for construction on the new site.
- **Animal Shelter:** The building has most of its exterior walls and the wall crew is going to begin inside walls shortly. Every day the plumber, electrician, and HVAC technicians are on site working on the rough-ins. Two large HVAC units have been delivered and installed on the kennel roof. In the next few weeks we expect to have the building dried in, the roofer working, and a dirt contractor start working on grading of the site. The ice storm damaged some of the pecan trees out front and special care was taken to prune the trees so that they have a chance of recovering.
- **Multi-Purpose Sports Complex:** Council to award a construction contract at the December 8th meeting.
- **Reed Baseball Complex Renovations:** Demolition of existing fields is complete and construction is on track for an early summer of 2021 completion.
- **John Conrad Golf Course:** Heckenkemper Golf Course Design is expected to submit 100% construction documents in early December. Construction bidding will take place in January of 2021 and construction should begin in early March of 2021.
- **MWC Soccer Complex** – No activity to date.

Public Works Administration led projects:

- **Booster Station Renovation:** Downey Contracting has been awarded the construction contract. Their paperwork has been submitted to the City and Garver Engineering is reviewing it. Once they complete their assessment, a pre-project kick off meeting will be scheduled, hopefully in December.

- **Street Rehabilitation:** Phase 1 of the asphalt portion of the project has been completed (\$2.5M). Phase 2 has been advertised and awarded to A-Tech Paving. They are completing their paperwork and will be starting Phase 2 on Nawassa Drive. The concrete contractor is still working through the Phase 1 agreement. They are currently located in Section 34, the neighborhoods located behind the hospital.

Community Development led projects:

- **W.P. Bill Atkinson Park:** Oschner Hare & Hare are nearing completion of the final construction plans for the park. Expectation is for the project to go to bid in early 2021.
- **Mid-America Park:** Conceptual plans have been completed and were brought before the Park Board on November 16th. The same plans will be brought before Council on January 12th for review. Construction plans will begin soon after with expected bidding Fall 2021.

Fire Department led projects:

- **Fire Engine Ladder:** The 95' Ladder is finished and we are waiting on the delivery to the dealer in Chickasha and be delivered here around the first of 2021. The Engine is still in the assembly line. The delivery should be here early spring 2021.
- **Fire Station 1 Renovation:** We are still working this project and really do not have any movement to report to yet.
- **Hose and Nozzles:** Putting together the last of the order to complete this project. Many items have been purchased and awaiting the arrival.

Information Technology led projects:

- **Tyler Incode Public Safety Software Enhancements:** As you may recall, Police, Fire, EMS, and 911 use Tyler Technologies Incode Public Safety for CAD/RMS/Court/Jail as their software package. Professional services for this custom development was awarded to Tyler Technologies at the September 10, 2019 council meeting.
 - For the software that will select a Police or Fire unit based on its location and distance from the Assigned Call Location, we are waiting on Tyler development.
 - For the Police software that will allow Mobile Unit to Go En Route from a Push Notification on the iPad, we are waiting on the right version to be available to install in our equipment.
 - For the Police software that will allow decal to be run through OLETS on the iPad, we are waiting on the right version to be available to install in our equipment.
 - We are waiting on Tyler for the Forms software for Dispatch reporting.
 - The Link Media software that connects a Call for Service to any Generated Case Number in Incident Module for Police and Fire is installed in our Test server.
 - The fire dispatch software, Allow Unit Allocation, that allows data to be Defaulted to Rule, Time, Distance by Jurisdiction and Call Type is installed on Live Side and is being tested by dispatch.
 - The fire software that allows Mobile Unit to Go En Route from a Push Notification on the iPad is installed on the Test server.
- **Brazos handheld ticket writers:** Brazos training has been scheduled for January 26 and 27, 2021. We are approximately 75% complete with the training scheduled for January.

- **Encryption for the Storm Sirens:** The encryption equipment has been received and installed. Staff is working with Motorola on communication standards and configuration issues. The sirens are 100% operational and will be encrypted when Motorola provides a solution.

Completed Projects include:

- Tyler Incode Fire software showing built in Indicators at the top of the iPads Screen (Time, Connectivity, and Battery) – Newly completed.
- Tyler Incode CAD WebView software for calls for service - (Police & Fire) – Newly completed.
- Police Mobile Computer Terminals – Newly completed.
- Police Radios – Newly completed.
- Fire Mobile Air
- Fire Command Vehicle
- Storage Area Network (SAN's), the infrastructure that stores Body, In-car, security footage, and critical servers, is fully integrated and operational.
- Fire Radios: all radios have been programmed and deployed.
- Storm Sirens: all purchased sirens have been installed.
- Public Safety P25 Communications Equipment and site (P25 Site): the seven-channel P25 700 MHz trunking radio system is at the KFOR Tower.
- SCBA: all parts purchased and in service.
- Vehicle Exhaust System: The system is fully functional.

Please let me know if you have any questions or concerns.



Vaughn Sullivan, Assistant City Manger



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: December 08, 2020

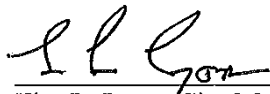
SUBJECT: Discussion and Consideration approving Amendment No 6 to the construction management contract with CMSWillowbrook Inc. for the Delta Midwest City Public Areas Renovation in an amount not to exceed \$1,098,769.39.

On May 14th of last year, the Council Approved a construction management contract with CMSWillowbrook, Inc., for an addition to the Reed Conference Center and the property improvement plan and brand conversion of the Midwest City Sheraton Hotel.

Presented for your review and consideration is the proposed budget for the public space phase of the Delta Midwest City renovation. This phase includes the demolition, construction, millwork, glazing, paint and flooring per Marriott brand standards. The specific areas of this phase of the renovation process include the restaurant and bar, and all 1st floor conference/meeting rooms, public common areas, corridors and the public restrooms.

I am pleased to report that all interior design elements, equipment and materials that are proposed meet the brand standards set forth by Marriot Delta.

Funds are a part of the construction budget and will be made available through a revenue bond.



Tim L. Lyon, City Manager



AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

December 8, 2020
Amendment No. 6 – Delta Midwest City, Public Areas Renovation (Base Bid)

Reed Center and Hotel Renovation
Midwest City, Oklahoma

THE OWNER:
(Name, legal status and address)

City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

CMSWillowbrook, Inc.
3108 S 9th Street
Chickasha, Oklahoma 73018

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Ninety-eight Thousand Seven Hundred Sixty-nine Dollars and Thirty-nine Cents (\$1,098,769.39), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Exhibit A, Attachment No. 1 – Detail of Clarifications, Assumptions, Allowances

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

N/A

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Glass & Glazing	\$ 85,000.00
Protect Existing	\$ 5,000.00
Exterior Finishes	\$ 6,500.00
MEP	\$ 30,000.00
Fire Alarm	\$ 3,500.00
Patch/Repair Finishes	\$ 7,500.00
Fire Sprinkler	\$ 3,000.00
Signage	\$ 1,500.00
Lighting	\$ 30,000.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment No. 4 – Assumptions and Clarifications

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Book	Project Manual	October 2020	All
Addendum	No. 1	October 27, 2020	All
Addendum	No. 2	November 10, 2020	All
Addendum	No. 3	November 11, 2020	All

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 2 – Index of Documents and Drawings

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 2 – Index of Documents and Drawings

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 3 – Bid Recommendations

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

May 14, 2021

Init.

OWNER (Signature)

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

OWNER (Signature)

Sara Hancock, City Clerk
(Printed name and title)

Cary DeHart
CONSTRUCTION MANAGER (Signature)

Cary DeHart, CEO
(Printed name and title)

OWNER (Signature)

Heather Poole, City Attorney
(Printed name and title)



Init.

/

BID PACKAGE	DESCRIPTION	BASE BID	TOTAL	CONTRACTOR	NOTES
	General Requirements	\$ 74,875.00	\$ 74,875.00		
	General Conditions	\$ 107,500.00	\$ 107,500.00		
1	Demolition	\$ 19,664.00	\$ 19,664.00	Total Demolition Services	
2	General Trades	\$ 74,600.00	\$ 74,600.00	CMSWillowbrook, Inc.	
3	Millwork	\$ 208,390.00	\$ 208,390.00	Bearwood Native, LLC	
4	Glass & Glazing	\$ 85,000.00	\$ 85,000.00	Allowance	#1
5	Framing, Drywall & Ceilings	\$ 39,820.00	\$ 39,820.00	Wiljo Interiors, Inc.	
6	Flooring & Tile	\$ 104,800.00	\$ 104,800.00	Andeco Flooring & Blinds	
7	Painting & Wallcovering	\$ 41,500.00	\$ 41,500.00	Statewide Painting Contractors	
8	Plumbing	\$ 36,500.00	\$ 36,500.00	Waggoners Mechanical Services, LLC	
9	Electrical	\$ 43,000.00	\$ 43,000.00	Metro Electrical Contractors, inc.	
	Allowance - Protect Existing	\$ 5,000.00	\$ 5,000.00		
	Allowance - Exterior Finishes	\$ 6,500.00	\$ 6,500.00		#1
	Allowance - MEP	\$ 30,000.00	\$ 30,000.00		#1
	Allowance - Fire Alarm	\$ 3,500.00	\$ 3,500.00		#1
	Allowance - Patch/Repair Finishes	\$ 7,500.00	\$ 7,500.00		#1
	Allowance - Fire Sprinkler	\$ 3,000.00	\$ 3,000.00		#1
	Allowance - Signage	\$ 1,500.00	\$ 1,500.00		#1
	Allowance - Lighting	\$ 30,000.00	\$ 30,000.00		#1
				Bid Recommendations	#2
	Subtotal	\$ 922,649.00	\$ 922,649.00		
	CM Contingency	\$ 92,264.90	\$ 92,264.90		
	Bonds	\$ 9,337.21	\$ 9,337.21		
	Builders Risk Insurance	\$ 4,097.00	\$ 4,097.00		
	General Liability Insurance	\$ 8,226.78	\$ 8,226.78		
	Subtotal	\$ 1,036,574.90	\$ 1,036,574.90		
	CM Fee	\$ 62,194.49	\$ 62,194.49		
	TOTAL ESTIMATED CONSTRUCTION COST	\$ 1,098,769.39	\$ 1,098,769.39	<<<<<< GMP	#3
	Pre-Construction Fee (Not included in GMP)	\$ 10,987.69	\$ 10,987.69		
<p>Note #1: Final costs that are under/over this allowance will increase/decrease the CM's contingency amount. Any remaining portion of the CM's contingency will be returned to the Owner by a deduct change order.</p> <p>Note #2: The bids have been solicited on the basis of award within 45 days.</p> <p>Note #3: This GMP excludes A/E fee, civil engineering fee, CM Pre-construction fee, FF&E, sales tax, building permit, health department permit, 3rd party commissioning of mechanical or electrical systems, items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction.</p>					

Reed Conference Center/Marriott Hotel
 Exhibit "A"
 SUMMARY OF FUNDS AS ISSUED TO CMSWILLOWBROOK
 (Includes all approved change orders)

	<u>DATE</u>	<u>AMOUNT</u>	<u>EXTENDED AMOUNT</u>
Pre-Construction Fee	11/12/19	\$ 7,979.16	\$ 7,979.16
<u>Amendment No. 1 - 2019 Renovations (Base Bid + Alternate 2)</u>	11/12/19		
GENERAL REQUIREMENTS		\$ 24,539.00	
GENERAL CONDITIONS		\$ 98,261.00	
Bid Package #1 - Demolition - Howard Construction Services LLC		\$ 21,500.00	
Bid Package #2 - Concrete - Discovery Construction Co., Inc		\$ 43,830.00	
Bid Package #3 - Structural Steel (Mat'l & Erection) - ALLOWANCE		\$ 15,000.00	
Bid Package #4 - Rough Carpentry - CMSWillowbrook, Inc.		\$ 9,500.00	
Bid Package #5 - Glass & Glazing - Advantage Glass LLC		\$ 148,585.00	
Bid Package #6 - Framing, Drywall & Ceilings - Wiljo Interiors Inc.		\$ 14,580.00	
Bid Package #7 - Flooring - ALLOWANCE		\$ 20,000.00	
Bid Package #8 - Painting - Advanced Commercial Painting LLC		\$ 7,200.00	
Bid Package #9 - Signage - ALLOWANCE		\$ 500.00	
Bid Package #10 - Operable Partitions - Murray Womble Inc		\$ 17,120.00	
Bid Package #11 - Window Treatments - Russell Interiors Inc		\$ 19,880.00	
Bid Package #12 - Fire Suppression - Mac Systems Inc		\$ 13,930.00	
Bid Package #13 - Mechanical - Nicoma Park Sheet Metal & Air Conditioning Co., Inc.		\$ 83,000.00	
Bid Package #14 - Electrical - Advanced Quality Electric		\$ 113,000.00	
Allowance - Floor Boxes		\$ 15,000.00	
Allowance - MEP		\$ 5,000.00	
Allowance - Misc. Steel		\$ 2,000.00	
Allowance - Roofing & Sealants		\$ 3,000.00	
Allowance - Clean Glass		\$ 2,000.00	
Allowance - Patch/Repair Finishes		\$ 7,500.00	
Allowance - Sod/Landscaping		\$ 4,500.00	
Allowance - Protect Existing		\$ 4,000.00	
Allowance - Wood Trim		\$ 2,500.00	
Allowance - Pocket Doors		\$ 3,500.00	
Allowance - Access Panels		\$ 1,500.00	
Allowance - Testing		\$ 1,000.00	
CM Contingency		\$ 35,096.25	
Bonds		\$ 6,780.60	
Builders Risk Insurance		\$ 2,975.21	
General Liability Insurance		\$ 5,974.22	
CM Fee		\$ 45,165.08	
		<u>\$ 797,916.35</u>	<u>\$ 805,895.51</u>
Pre-Construction Fee	12/10/19	\$ 492.76	\$
<u>Amendment No. 2 - Marriott Hotel Model Rooms FF&E</u>	12/10/19		
Bid Package #1 - Model Room Furnishings - Multiple Vendors		\$ 44,189.24	
CM Contingency		\$ 1,325.68	
Bonds		\$ 418.74	
Builders Risk Insurance		\$ 183.73	
General Liability Insurance		\$ 368.94	
CM Fee		\$ 2,789.18	
		<u>\$ 49,275.54</u>	\$
<u>Amendment No. 3 - Add Professional Acquisition Services for FF&E</u>	4/14/20		

Pre-Construction Fee	5/12/20	\$	3,728.01	\$	809,623.52
<u>Amendment No. 4 - Pool & Fitness Area Renovation</u>	5/12/20				
GENERAL REQUIREMENTS		\$	17,714.00		
GENERAL CONDITIONS		\$	59,355.00		
1 - General Trades - CMSWillowbrook, Inc.		\$	39,583.00		
2 - Flooring - Andeco Flooring & Blinds		\$	49,415.00		
3 - Painting - Statewide Painting Contractors, Inc.		\$	16,710.00		
4 - HVAC / Mechanical - Allowance		\$	85,000.00		
5 - Electrical - Advanced Quality Electric, Inc.		\$	14,565.00		
Allowance - Professional Engineering Services		\$	11,000.00		
Allowance - MEP		\$	5,000.00		
Allowance - Clean Glass		\$	1,000.00		
Allowance - Patch/Repair Finishes		\$	3,500.00		
Allowance - Protect Existing		\$	3,000.00		
Allowance - Pendant Fixtures		\$	4,000.00		
Allowance - Pool Tile Demolition		\$	9,000.00		
CM Contingency		\$	25,507.36		
Bonds		\$	3,168.01		
Builders Risk Insurance		\$	1,390.07		
General Liability Insurance		\$	2,791.26		
CM Fee		\$	21,101.92		
		\$	372,800.63	\$	1,182,424.14
Pre-Construction Fee	6/23/20	\$	28,034.31	\$	1,210,458.45
<u>Amendment No. 5 - Furniture, Fixtures & Equipment</u>	6/23/20				
GENERAL REQUIREMENTS		\$	11,750.00		
GENERAL CONDITIONS		\$	112,000.00		
Model Room FF&E (No installation)		\$	82,886.36		
Guest Rooms FF&E (Including installation)		\$	1,819,895.83		
Public Spaces FF&E (Including installation)		\$	363,634.17		
Allowance - Model Room Installation		\$	7,500.00		
CM Contingency		\$	191,813.31		
Bonds		\$	23,823.21		
Builders Risk Insurance		\$	10,453.21		
General Liability Insurance		\$	20,990.05		
CM Fee		\$	158,684.77		
		\$	2,803,430.91	\$	4,013,889.36
Pre-Construction Fee	10/8/20	\$	10,987.69	\$	4,024,877.05
<u>Amendment No. 6 - Public Areas Renovation</u>	10/8/20				
GENERAL REQUIREMENTS		\$	74,875.00		
GENERAL CONDITIONS		\$	107,500.00		
Bid Package #1 - Demolition - Total Demolition Services		\$	19,664.00		
Bid Package #2 - General Trades - CMSWillowbrook, Inc.		\$	74,600.00		
Bid Package #3 - Millwork - Bearwood Native, LLC		\$	208,390.00		
Bid Package #4 - Glass & Glazing - Allowance		\$	85,000.00		
Bid Package #5 - Framing, Drywall & Ceilings - Wiljo Interiors, Inc.		\$	39,820.00		
Bid Package #6 - Flooring & Tile - Andeco Flooring & Blinds		\$	104,800.00		
Bid Package #7 - Painting & Wallcoverings - Statewide Painting Contractors		\$	41,500.00		
Bid Package #8 - Plumbing - Waggoners Mechacnial Services, LLC		\$	36,500.00		
Bid Package #9 - Electrical - Metro Electrical Contractors, Inc.		\$	43,000.00		
Allowance - Protect Existing		\$	5,000.00		
Allowance - Exterior Finishes		\$	6,500.00		
Allowance - MEP		\$	30,000.00		
Allowance - Fire Alarm		\$	3,500.00		
Allowance - Patch/Repair Finishes		\$	7,500.00		
Allowance - Fire Sprinkler		\$	3,000.00		
Allowance - Signage		\$	1,500.00		
Allowance - Lighting		\$	30,000.00		
CM Contingency		\$	92,264.90		
Bonds		\$	9,337.21		
Builders Risk Insurance		\$	4,097.00		
General Liability Insurance		\$	8,226.78		
CM Fee		\$	62,194.49		
		\$	1,098,769.39	\$	5,123,646.45

INDEX OF DOCUMENTS AND DRAWINGS

SPECIFICATIONS, dated October 2020, consisting of:

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Architectural TOC consisting of: Division 1 through 11, 22

PLANS, dated July 24, 2020, consisting of:

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ID-002	SCHEDULE OF MATERIALS
ID-003	SCHEDULE OF MATERIALS
ID-004	SCHEDULE OF MATERIALS
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ADDENDUM

Addendum No. 1, dated October 27, 2020

Addendum No. 2, dated November 10, 2020

ID-1.01, ID-3.02

Addendum No. 3, dated November 11, 2020

END OF SECTION

Bid Recommendations - Base Bid

Sealed Bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on November 12, 2020 for the following:

Bidder	Base Bid
1- DEMOLITION	
Total Demolition Services	\$ 19,664.00
Midwest Wrecking	\$ 33,110.00
Howard Construction	\$ 34,905.00
CMSWillowbrook	\$ 37,100.00

Recommendation: Award the Base Bid to the low responsible bidder, Total Demolition Services, for a total amount of \$19,664.00.

2 -GENERAL TRADES	
CMSWillowbrook., Inc.	\$ 74,600.00

Recommendation: Award the Base Bid to the low responsible bidder, CMSWillowbrook, Inc., for a total amount of \$74,600.00.

Sealed Bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on November 19, 2020 for the Millwork and Glass & Glazing:

3 - MILLWORK	
Bearwood Native, LLC	\$ 208,390.00

Recommendation: Award the Base Bid to the low responsible bidder, Bearwood Native, LLC, for a total amount of \$208,390.00.

4 - GLASS & GLAZING	
Accent Glass Services, LLC	\$ 80,640.00

Title 61; Section 119 **Rejection of Bids**; By majority action of the governing board of the awarding public agency or the chief administrating officer of an awarding public agency without a governing board, the awarding public agency shall have the right to reject any or all bids and solicit bidders again as herein provided if, in the opinion of the governing body of the public agency, the best interests of the people of the State of Oklahoma would be best served by so doing.

Recommendation: During the review of the apparent low bidder's bid, it was determine that the bid did not contain a 5% bid guarantee. Therefore, considered non-responsive. Recommend rejecting bid, establishing an allowance of \$85,000.00 and rebidding.

Bidder	Base Bid
5 - FRAMING, DRYWALL & CEILINGS	
WilJo Interiors Inc	\$ 39,820.00
CMSWillowbrook	\$ 48,800.00
Taylor Brothers	\$ 66,000.00
Recommendation: Award the Base Bid to the low responsible bidder, Wiljo Interiors, Inc., for a total amount of \$39,820.00.	
6 - FLOORING & TILE	
Andeco Flooring & Blinds	\$ 104,800.00
Bryan's Flooring LLC	\$ 110,600.00
Recommendation: Award the Base Bid to the low responsible bidder, Andeco Flooring & Blinds, for a total amount of \$104,800.00.	
7 - PAINTING & WALLCOVERINGS	
Statewide Painting Contractors Inc	\$ 41,500.00
CMSWillowbrook	\$ 46,200.00
Recommendation: Award the Base Bid to the low responsible bidder, Statewide Painting Contractors, Inc., for a total amount of \$41,500.00.	
8 - PLUMBING	
Waggoners Mechanical Services	\$ 36,500.00
Recommendation: Award the Base Bid to the low responsible bidder, Waggoners Mechanical Services, for a total amount of \$36,500.00.	
9 - ELECTRICAL	
Metro Electrical Contractors Inc	\$ 43,000.00
Wilson Communication & Electric (C&E)	\$ 49,000.00
Recommendation: Award the Base Bid to the low responsible bidder, Metro Electrical Contractors, Inc., for a total amount of \$43,000.00.	

Clarification and Assumptions December 8, 2020

We have listed below the assumptions and clarifications that we have considered so that we both fully understand what is and what is not included in the Guaranteed Maximum Price (GMP). Where actual events on the project differ from the assumptions and clarifications listed below, the GMP will require adjustments for the resulting additional costs and expenses. These assumptions and clarifications are specifically used to establish the basis of the GMP and as such are intended to clarify and take precedence over details or items shown on Contract Documents, in the event there is a discrepancy between or among any of them.

General Assumptions

1. This GMP is based on the 100% Final Bid Documents for the Delta Marriott Public Areas Renovation as prepared by FlickMars, dated July 24, 2020 and the Specifications as prepared by Quinn & Associates dated October 2020, and the following Assumptions and Clarifications.
2. The bids have been solicited on the basis of award within 45 days.
3. The GMP is based on an assumed construction start in January 2021.
4. All off-site permits are not included and shall be paid by the Owner.
5. Any requirements by the City of Midwest City, Marriott, the Oklahoma City County Health Department, the State Fire Marshal or any other Authority Having Jurisdiction that are not specifically depicted or indicated in the Contract Documents have not been included in the GMP.
6. This GMP assumes that Owner furnished items will be on-site in accordance with the Construction Manager's schedule.
7. The costs of construction testing and inspection services are not included in this GMP proposal.
8. It is assumed that the Contract Documents are in compliance with all required codes, including, local, state and federal requirements, so no monies are included for changes to the Contract Documents necessary to comply with the aforementioned codes and requirements.
9. The schedule format to be used is Smartsheet.
10. This GMP is based on CM utilizing the Construction Managers cloud based management software for project administration including the processing of submittals, RFIs, emails, etc.
11. This GMP is based on all awarded low bidders entering and executing a contract with CM upon GMP approval.
12. This GMP is based on Design team will provide necessary CAD files to CM for various shop drawings and submittals at no additional costs.
13. A Construction Manager's construction contingency is included in the GMP. This contingency is intended to cover the scope of work, including but not limited to events such as listed below. The construction contingency shall be the exclusive use of the Construction Manager.
 - a. Unforeseen and/or unknown field conditions, as practical to keep schedule. Terms as stated in AIA-A201 – 3.7.4 Concealed or Unknown Conditions still apply.
 - b. Mitigation of weather impact, such as abnormal inclement weather.

- c. Losses, expenses or damages not covered by insurance, including any deductible amount.
 - d. Subcontractor failures not covered by a subcontractor performance and payment bond.
 - e. Increases in quantity or quality, which should have been reasonably inferable from the Contract Documents but not specifically shown therein.
 - f. Items not properly coordinated or left out of the Bid Package scope of work.
 - g. Underestimating
 - h. Schedule acceleration and overtime including unexcused schedule delays due to subcontractor work, performance, or schedule.
 - i. Any unused construction contingency will be returned to the Owner by a deduct change order at the end of the project.
14. An Owner or Design contingency is not included in the GMP.
15. The order of precedence of the documents in the event that there is a conflict between documents is:
- a. Future change orders.
 - b. These Assumptions and Clarifications dated December 8, 2020.
 - c. Agreement between Owner and Construction Manager.
 - d. Addenda as issued by the Architect.
 - e. Contract drawings and specifications, as prepared by the Architect/Designer.
16. General Conditions and Requirements amount is a lump sum and shall be billed on an equivalent monthly basis throughout project duration, beginning in January 2021.
17. The following items are **NOT INCLUDED** in the GMP: A/E fees, CM PreConstruction Fee, Civil Engineering Fee, Owner or Design contingency, Building Permit, Furniture, Fixtures and Equipment, Residential Appliances, Sales Tax, building permit, health department permit, 3rd Party commissioning of mechanical or electrical systems, Items provided by Owner, and requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction.
18. Preconstruction services are not part of the GMP and will be billed separately.
19. The Owner will provide temporary and permanent utility cost during construction for start-up, test and occupy the new building.
20. The GMP includes allowances for costs not fully determined at time of GMP issue. These allowances are indicated on the cost report.



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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: December 8, 2020

Subject: Discussion and consideration of awarding the bid and entering into a contract with Sprinturf LLC, for the installation of the Multi-Purpose Sports Complex Phase I synthetic fields, located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City in the total amount of \$749,600.00.

On Tuesday, November 10, 2020, at 2:00 p.m., bids were opened for installation of the Multi-Purpose Sports Complex Phase I synthetic fields, located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City. Bids were submitted by Field Turf, General sports Surfaces, Shaw Sports Turf, Sprinturf, Vibra Whirlsports, ACT Global, ATG Sports, United Turf and Track and Hellas Construction. Sprinturf submitted the lowest and best bid in the total net amount of \$749,600.00.

Guernsey Engineering and their sports consultant, CHA, have approved Sprinturf's product as meeting required specifications.

The Multi-Purpose Sports Complex is a 2018 Moving Midwest City Forward General Obligation Bond issue project.

Funds are budgeted and available in the 2018 Moving Midwest City Forward bond project account.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Bid Tabulation Sheet

Multipurpose Sports Complex Phase 1 - Synthetic Turf Fields

Basebid	Qty	Unit	Contractor #1	Contractor #2	Contractor #3	Contractor #4	Contractor #5
			Field Turf	General Sports Surfaces	Shaw Sports Turf	Sprinturf	Vibra Whirlsports
			Bid	Bid	Bid	Bid	Bid
Pay Item #1 - Multi-purpose Sports Complex Phase 1 - Synthetic Turf Fields	1	lump sum	\$ 830,130.00	\$ 1,077,400.00	\$ 757,990.00	\$ 749,600.00	\$ 1,045,080.00
GRAND TOTAL			\$ 830,130.00	\$ 1,077,400.00	\$ 757,990.00	\$ 749,600.00	\$ 1,045,080.00

Bid Bond/Surety Bid Bond Form/Cashier's Check	x	x	x	x	x	x
Statement of Bidder's Quallifications	x	x	x	x	x	x
Business Relationship Affidavit	x	x	x	x	x	x
Bid Affidavit	x	x	x	x	x	x
Contractor Certification	x	x	x	x	x	x
Non-Collusion Affidavit	x	x	x	x	x	x
Add #1 Acknowledgement	x	x	x	x	x	x
Add #2 Acknowledgement	x	x	x	x	x	x
Add #3 Acknowledgement	x	x	x	x	x	x
Add #4 Acknowledgement	x	x	x	x	x	x
Attended Pre-Bid	x	x	x	x	x	x



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O: 405-739-1207 /Fax: 405-739-1208

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: December 8, 2020

Subject: Discussion and consideration of awarding the bid and entering into a contract with Lippert Brothers Construction, Inc. for the construction of the Multi-Purpose Sports Complex Phase I, located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City in the total net amount of \$5,082,000.00, which includes the base bid in the amount of \$4,900,000.00 and Alternate number 1 (shade sails spectators) in the amount of \$100,000.00, Alternate number 2 (playground) \$146,000.00, Alternative number 3 (playground triangle shade sail) \$24,000.00, Alternative number 4 (shade sails restroom) \$53,000.00 and Alternative number 5 (clearing and grubbing haul off) deduct \$141,000.00.

On Tuesday, November 10, 2020, at 2:00 p.m., bids were opened for construction of the Multi-Purpose Sports Complex Phase I, located in the 9200 – 9400 blocks of S.E. 29th Street in Oklahoma City. Bids were submitted by Downey Contracting, Jenco Construction, United Turf and Track, Landmark Construction Group, Multicon, Inc., Shilo Enterprises, Rick Scott Construction, Lippert Brothers, Jim Colly Construction, HGL Construction, Hoey Construction, W. L. McNatt, Winn Construction, A. C. Owen Construction and Crossland Construction. After reviewing the contractor selection information provided by Guernsey Engineering and ADG (see attached), staff has determined that Lippert Brothers is the lowest and best-qualified bidder for this project. Lippert Brothers submitted the best bid in the total net amount of \$5,082,000.00, which includes the base bid in the amount of \$4,900,000.00 and Alternate number 1 (shade sails spectators) in the amount of \$100,000.00, Alternate number 2 (playground) \$146,000.00, Alternative number 3 (playground triangle shade sail) \$24,000.00, Alternative number 4 (shade sails restroom) \$53,000.00 and Alternative number 5 (clearing and grubbing haul off) deduct \$141,000.00.

The Multi-Purpose Sports Complex is a 2018 Moving Midwest City Forward General Obligation Bond issue project.

Funds are budgeted and available in the 2018 Moving Midwest City Forward bond project account.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Bid Tabulation Sheet, Guernsey Bid Evaluation, ADG Contractor Selection Report



Memorandum

To: Vaughn Sullivan, Assistant City Manager, Midwest City

From: Melanie Draper, ADG

ADG Project Number: 18-119

ADG Project Name: Multipurpose Athletic Complex

Date: 11.13.2020

Re: Contractor Selection

The following memo has been prepared and submitted to the City of Midwest City to formally document the decision to move forward with Lippert Brothers Construction as the general contractor on the Multipurpose Athletic Complex project. C.H. Guernsey (Guernsey) is the Architect of Record. The scope of the project included the development of three (3) multipurpose sports fields. Bid packages were solicited in accordance with State Title 61 and were received November 10, 2020. The solicitation for the complex yielded 15 contractors with the following bids in order of lowest to highest:

- a. Rick Scott Construction - \$4,766,650
- b. Lippert Brothers Construction - \$5,082,000
- c. Shiloh Enterprises - \$5,169,000
- d. Jim Cooley Construction - \$5,288,000
- e. Hoey Construction - \$5,289,000
- f. Wynn Construction - \$5,369,000
- g. Jenco Construction - \$5,388,000
- h. AC Owen - \$5,395,000
- i. Multicon - \$5,412,486
- j. United Turf and Track - \$5,430,000
- k. WL McNatt Construction - \$5,465,000
- l. Crossland Construction - \$5,476,000
- m. Downey Contracting - \$5,568,328
- n. HGL Construction - \$5,590,750
- o. Landmark Construction - \$5,812,500

The Construction Management and Design teams have been checking references on the two low bidders, Rick Scott Construction (RSC) and Lippert Brothers Construction (Lippert). Lippert has been an established contractor in Oklahoma for decades and is known for being a quality contractor capable of doing very large projects well. They have a wealth of experience constructing sports complexes as well as a strong reputation in the community.

In contrast, RSC is a smaller firm out of Enid, Oklahoma that primarily works on smaller projects and is not well known. They have a line of credit of only \$650,000 compared to Lippert's \$100,000,000 - \$200,000,000 line. We have learned RSC has begun getting some larger projects recently with \$10,000,000 being the largest project in their portfolio.

The bid documents required bidders to submit references listing a contact name and phone number. RSC supplied references but did not list a contact or phone number while Lippert complied with the documents. Additionally, the documents call for the contractor who performs the work to have installed five similar installations in the last three years. There were very specific

requirements detailed out in the bid documents related to these qualifications and RSC did not provide the necessary documentation as part of their bid to support their experience in this arena.

RSC is currently working in Ponca City on a \$250,000 project so I contacted the architect working with them as a reference. The feedback obtained indicated that the project was very complex and was more painful than it needed to be due to how the contractor interacted with the team members. There was a general sense from the design team that the contractor was unwilling to collaborate with them to resolve issues and find solutions in the field and instead preferred to complain to the owner. This dynamic created an adversarial environment that pitted the owner against the other team members and made it difficult to get the project done efficiently and in the best interest of the owner. While the architect agreed RSC was getting the job done, they said they would prefer not to work with them again if given the opportunity.

The Multipurpose Athletic Complex will be a showcase for the City of Midwest City and it is critical that the quality is impeccable. There are plans for an expansion of this facility which makes this initial phase that much more important to do well. Both RSC and Lippert's bids are within the City's budget for the project. For the reasons stated, it is the project team's recommendation to move forward with Lippert and not select the lowest bidder.



November 24, 2020

Vaughn Sullivan, Assistant City Manager
City of Midwest City
100 N. Midwest Boulevard, Midwest City, OK 73110
Oklahoma City, Oklahoma 73102

Subject: Multipurpose Sports Complex Phase 1 Bid Evaluation

Dear Mr. Sullivan,

Fifteen bids were received on Tuesday, November 10, 2020 for the Multipurpose Sports Complex Phase 1 with the total bids ranging from \$4,766,650 as the low bid to \$5,812,500 as the high bid.

As requested by the City, Guernsey has provided additional evaluation information for the two lowest bidders. The information is shown below.

Pay Items	Rick Scott Construction	Lippert Bros.
Pay Item #1 - Multi-purpose Sports Complex Complete	\$4,538,000.00	\$4,900,000.00
Pay Item #2 - Add Alternate 1 – Shade Sails Spectator	\$102,000.00	\$100,000.00
Pay Item #3 - Add Alternate 2 - Playground	\$140,000.00	\$146,000.00
Pay Item #4 - Add Alternate 3 – Triangle Sail Playground	\$25,000.00	\$24,000.00
Pay Item #5 - Add Alternate 4 – Shade Sails Restroom	\$56,650.00	\$53,000.00
Pay Item #6 - Deduct Alternate – Clearing & Grubbing Haul-off by City	(\$95,000.00)	(\$141,000.00)
TOTAL BID	\$4,766,650.00	\$5,082,000.00

We have reviewed the accuracy and completeness of the two lowest bids received. The bid tabulations are correct and all of the required bidding documents were received.

Further evaluation was performed based on the information received in the Statement of Qualifications Form. The evaluation is shown below.

Line of Credit –

Rick Scott Construction \$650,000
Lippert Bros. \$100,000,000 - \$200,000,000

Important Projects Recently Completed -

Both bidders submitted a list of projects. Rick Scott provided a list of project current under construction along with projects completed in the last 7 years. Rick Scott did not provide contact information (name and phone #). Lippert provided a list of projects currently under construction along with projects completed in the past five years. Lippert Bros. did provide contact information (name and phone #)

Construction Work Similar in Scope –

Rick Scott did not submit a separate list of projects identifying construction work similar in scope.

REALIZE THE DIFFERENCE

5555 North Grand Boulevard
Oklahoma City, OK 73112-5507
405.416.8100

guernsey.us

Guernsey did follow-up with Rick Scott after bidding and two projects were provided along with contact information for those projects. See attached for the project information provided during the follow-up. The following projects were provided and Guernsey reached out to verify scope.

Claremore Football Complex Renovation – Claremore Public Schools

Guernsey contacted LWPB Architects to verify the project scope. Wayne Leatherburry was listed as the contact but no longer works at LWPB. Additional information about the project was not able to be obtained other than the project was believed to be completed in 2008 timeframe. The contract amount could not be verified.

Ponca City Public Schools Baseball Field Improvements – Ponca City Public Schools

Guernsey contacted Winterrowd Talley Architects to verify the project scope. Sally Talley was listed as the contact. Sally indicated that the project occurred about the time she started with the firm and didn't have a great understanding of the project other than she did indicate that Rick Scott performed the dugout improvements and other miscellaneous improvements. She did not believe that Rick Scott performed the synthetic turf field improvements as part of their contract. The contract amount could not be verified.

Lippert Bros did submit a list of projects identifying construction work similar in scope with the bidding documents. See attached for what was provided. Guernsey contacted the architects listed for each project to verify the project scope. The following projects were verified.

Piedmont Athletics Complex – Piedmont Public Schools

Guernsey contacted The Stacy Group Architects to verify the project scope. Sean Willis was listed as the contact. Sean indicated that Lippert Bros. is currently working on the project that includes two fully synthetic fields (baseball and softball) along with a tennis center. The project is currently under construction with the subbase of the fields beginning soon. Sean also verified the overall project cost is approximately \$7.6 million and scheduled to be completed in Oct 2021.

Griffin Park Phase 1 – North Fields Renovations

Guernsey contacted the Planning Design Group to verify the project scope. Geoff Evans was listed as the contact. Geoff indicated that Lippert Bros completed the project in Oct. 2018 which consisted of renovations to the baseball/softball fields at Griffin Park. The contract amount was approximately \$950,000.

Sports Field Subbase Contractor –

As part of the evaluation Guernsey requested information about the subcontractor who will be performing the subbase work for the fields (drainage/rock). This is a critical component to ensure a quality playing surface and will require close coordination with the turf installation (separate contract). Based on the specifications the contractor shall have installed five similar installations in the last three years. The following information was provided by Rick Scott and Lippert Bros:

Rick Scott indicated the Oklahoma Excavation Services (OES) would perform the rock placing for the subbase and Patriot Construction would perform the drainage work. The

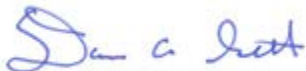
information provided for OES (see attached) did not include any sports field subbase experience and does not appear to meet the specification requirements. Patriot Construction's sports field subbase experience was not provided.

Lippert Bros. indicated that Mid-America Sports Construction would perform the subbase work for the fields. Mid-America Sports Construction is a certified field building company with several synthetic sports field installation in the Oklahoma City metro area including three high school football fields in Moore. They appear to meet the specification requirements.

It has been a pleasure to work with you and your staff throughout this project. We look forward to continuing our relationship during the construction phase and with any future needs you may have. Should you have any additional questions about this evaluation, please feel free to contact me.

Sincerely,

Guernsey



Darran Scott, PLA
Project Manager

Multipurpose Sports Complex Phase 1

Basebid	Qty	Unit	Contractor #1	Contractor #2	Contractor #3	Contractor #4	Contractor #5
			*Downey Contracting	Jenco Construction	United Turf and Track	Landmark Construction Group	* Multicon Inc.
			Bid	Bid	Bid	Bid	Bid
Pay Item #1 - Multi-purpose Sports Complex Complete	1	lump sum	\$ 5,498,700.00	\$ 5,085,000.00	\$ 5,100,000.00	\$ 5,533,000.00	\$ 5,103,415.00
Add Alternates							
Pay Item #2 - Alternate 1 - Shade Sails Spectator	1	lump sum	\$ 1,009.00	\$ 101,000.00	\$ 106,000.00	\$ 100,000.00	\$ 100,126.00
Pay Item #3 - Alternate 2 -Playground	1	lump sum	\$ 2,019.00	\$ 141,000.00	\$ 181,000.00	\$ 194,000.00	\$ 183,795.00
Pay Item #4 - Alternate 3 - Triangle Sail Playground	1	lump sum	\$ 31,000.00	\$ 24,000.00	\$ 26,000.00	\$ 24,000.00	\$ 28,720.00
Pay Item #5 - Alternate 4 - Shade Sails Restroom	1	lump sum	\$ 63,000.00	\$ 55,000.00	\$ 52,000.00	\$ 56,500.00	\$ 48,054.00
Deduct Alternate							
Pay Item #6 - Clearing & Grubbing Haul-off by City	1	lump sum	\$ (17,400.00)	\$ (18,000.00)	\$ (35,000.00)	\$ (95,000.00)	\$ (51,642.00)
GRAND TOTAL			\$ 5,903,300.00	\$ 5,388,000.00	\$ 5,430,000.00	\$ 5,812,500.00	\$ 5,412,486.00
Tabulation Check (Hide Line)			\$ 5,578,328.00	\$ 5,388,000.00	\$ 5,430,000.00	\$ 5,812,500.00	\$ 5,412,468.00
Bid Bond/Surety Bid Bond Form/Cashier's Check			x	x	x	x	x
Statement of Bidder's Quallifications			x	x	x	x	x
Business Relationship Affidavit			x	x	x	x	x
Bid Affidavit			x	x	x	x	x
Contractor Certification			x	x	x	x	x
Non-Collusion Affidavit			x	x	x	x	x
Pre-Bid Site Inspection			x	x	x	x	x
Add #1 Acknowledgement			x	x	x	x	x
Add #2 Acknowledgement			x	x	x	x	x
Add #3 Acknowledgement			x	x	x	x	x
Add #4 Acknowledgement			x	x	x	x	x
Attended Pre-bid			x	x	x	x	x

* Math Error



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

TO: Mayor and City Council

FROM: Heather Poole, City Attorney

Date: December 8, 2020

Subject: Consider and approve a Resolution joining in and approving a Joint Resolution to be considered by the Midwest City Memorial Hospital Authority on December 8, 2020 authorizing and approving a Joint Resolution with the Midwest City Chamber of Commerce, Trustor of the Authority, amending Paragraph 2 (b) of Article III of the Amended Trust to allow items related to technology that do not have an expected useful life of greater than twenty (20) years to be recommended for and awarded grants from the Trust.

At the request of the Board of Grantors research was done on how to address the increasing requests for grants from community groups for technology items that did not have an expected usefulness of twenty years or more. The original trust indenture was set up in 1961 and amended again in 1998. It was also amended in 2018 but those amendments related to economic development issues not grants. Since then the needs and requests of many of the community groups applying for grant funds have included items that are related to technology and do not meet the requirement that grants be awarded for items that “have an expected useful life of greater than twenty (20) years.” The attached Resolution would allow such an amendment to the Trust. The City of Midwest City Chamber of Commerce has approved the amended language that would allow these recommendations and grants for items related to technology even though they may have a useful life of less than twenty (20) years.

Respectfully,

Heather Poole

Heather Poole, Esq., City Attorney

RESOLUTION NO. 2020-_____

WHEREAS, the Trustees of the Midwest City Memorial Hospital Authority ("Authority") will consider the attached and incorporated Resolution on December 8, 2020 approving a Joint Resolution and authorizing the Chairman to take actions in furtherance thereof ("Resolution of December 8, 2020"); and, the Council of the City of Midwest City desires to take the following actions.

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

The Resolution of December 8, 2020 is hereby joined in and approved by the City of Midwest City, Oklahoma ("City"), including approval of the THIRD AMENDMENT TO AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY as provided for by the Resolution of December 8, 2020 ("Third Amendment") as beneficiary of the Authority, with the Mayor authorized to execute Third Amendment for and on behalf of the City.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 8th day of December, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

JOINT RESOLUTION

OF

THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY (" AUTHORITY "), THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, BENEFICIARY OF THE AUTHORITY, AND THE MIDWEST CITY CHAMBER OF COMMERCE, TRUSTOR OF THE AUTHORITY

APPROVING

THIRD AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

WHEREAS, on April 8th, 1998, that certain Amended and Restated Trust Indenture ("Amended Trust Indenture") of the Midwest City Memorial Hospital Authority ("Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma ("Beneficiary"), which was subsequently amended by the First Amendment to Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority on April, 2017 ("2017 Amendment") (collectively, as amended, the "Indenture"); and amended again by the Second Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority on October 9, 2018.

WHEREAS, the 2018 Amendment Paragraph 2(b) of Article III of the Amended Trust Indenture regarding the purposed of the Authority, which now reads in part as follows:

(b) Grants for the acquisition of, improvement to or enhancement of property shall be limited to properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years.

WHEREAS, based in part on the foregoing language of Paragraph 2(b) of Article III of the Indenture, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend said Amended Trust Indenture to clarify the purposes of the Trust, specifically for what purposes the Trust funds may be awarded; and,

WHEREAS, the Trustees of the Authority and the City Council of the Beneficiary, with the consent of the Trustor, the Midwest City Chamber of Commerce ("Trustor"), are all of the parties necessary to amend the Indenture and are therefore authorized to so do.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Indenture is hereby amended, as follows:

SECTION I. Paragraph 2 (b) of Article III of said Amended Trust Indenture is hereby amended, to read as follows, with new language underscored:

(b) Grants for the acquisition of, improvement to or enhancement of property shall be awarded with preference to be given to those properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years but requests can be considered that include requests for property items that include technology or other software dependent property items that will aid the Beneficiaries identified in Article III, (1) (a).

THE UNDERSIGNED AUTHORITY, BENEFICIARY AND TRUSTOR AGREE TO ALL CONTAINED HEREIN.

APPROVED FOR AND ON BEHALF OF THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, as authorized by Resolution No. _____ approved by the Authority on December 8, 2020.

Date _____

ATTEST: (SEAL)

SARA HANCOCK, Secretary

Date _____

ATTEST:

SARA HANCOCK, City Clerk

“Authority”

TRUSTEES OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

MATTHEW D. DUKES, Chair

"Beneficiary"

CITY COUNCIL OF THE CITY OF
MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, MAYOR

Date 12-2-20

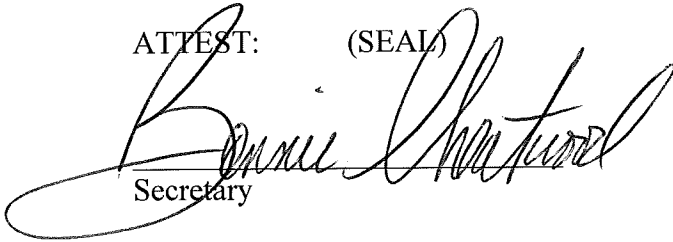
"Trustor"

MIDWEST CITY CHAMBER OF
COMMERCE



Shane Willard, President
Name Title

ATTEST: (SEAL)



Secretary



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: December 8, 2020

Subject: (PC – 2053) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property addressed as 2200 Saint Luke. The applicant was not present for the Planning Commission meeting on October 6, 2020. For that reason, the Planning Commission continued this item to the November 3, 2020 meeting. The item was continued from the November 10, 2020 Council meeting.

Executive Summary

This is a request to rezone a single parcel to R-2F, two-family residential, for use of an existing structure as a duplex. In August of 2020, Utility Services staff became aware that this structure was being used as a duplex and notified Planning staff to see if the zoning was appropriate for a duplex. The property is zoned R-6, Single Family Detached Residential. This zoning district does not allow for the use of a duplex. Staff met with the current owner who explained that he purchased the property in May 2020 and the second floor of the 2 story home had already been converted to an individual dwelling unit at the time of purchase and that the structure was advertised as a duplex when he purchased it. The applicant would like to use the structure as a duplex and has made this application to rezone the property to R-2F. The lot does meet the minimum size requirements for R-2F zoning. Included in this memo is a report from the Chief Building Official. As the conversion from a single family residence to a duplex was done without permits, inspections will be necessary to ensure that the structure is safe and meets minimum building standards if this request is approved. If this request is denied, permits and inspections will be necessary to convert the structure from a duplex back into one single family residence.

Dates of Hearing: Planning Commission – October 6, 2020 was continued to November 3, 2020 meeting.
City Council – October 27, 2020, November 10, 2020, December 8, 2020

Owner/Applicant: Roshan Kalra, Ad Infinitum LLC

Proposed Use: Duplex – One structure, two dwelling units

Size:

The area of request has a frontage along Saint Luke Ave. of 80' and a depth of approximately 279', containing an area of approximately 22, 320 square feet, or .51 acres more or less.



Development Proposed by Comprehensive Plan:

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

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
North, South, East and West – R-6, Single Family Detached Residential

Land Use:

Area of Request – one residential structure
North, South, East and West – single family residences

Comprehensive Plan Citation:

Medium Density Residential Land Use

This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for “empty nesters” who may not want the maintenance of a large-lot single-family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

Municipal Code Citation:

2.8. R-2F, Two Family Attached Residential District

2.8.1 General Description

This district allows two family attached dwellings. The principal use of land is for two family attached dwellings with provisions for accommodating the sale of individual attached units.

Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationship and arrangement of each element.

History:

1. The Kanaly’s Second NE 23rd Street Addition was created in 1951.
2. This area was zoned single family residential with the adoption of the 1985 and the 2010 Zoning Ordinances.
3. The October 6, 2020 Planning Commission continued this item to their November meeting.
4. Planning Commission recommended approval of this item November 3, 2020.

Staff Comments:

Fire Comments:

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

Engineering Comments:

Note: This application is for rezoning the property at 2200 N Saint Luke Avenue. No engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located along the west side of Saint Luke Avenue. Public water mains extend along the full frontage of this property and the existing facility is connected to the city water main, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located along the east side of Saint Luke Avenue and accessible to the property. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available off Saint Luke Avenue which is classified as a local street in the 2008 Comprehensive Plan.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is has a grade break approximately 50 feet from the back of the lot. Overall all the drainage runs to the north into Silver Creek. Water falling on the back portion of the lot runs to the east via sheet flow. Water falling to the west of the grade break falls to the west and north into existing ditching running along Saint Luke Avenue. There is no existing detention.

The area of request is entirely within flood zone AE as shown on Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 18th, 2009. None of the proposed development is affected by flood zone AE.

Easements and Right-of-Way

As outlined in Municipal Code 38-45, a collector road shall have a total right-of-way of fifty (50) feet, twenty-five (25) feet each side of center line. The area of request currently is platted for (50) feet therefore no additional right of way will be required with this application.

Chief Building Official Comments:

If the request to rezone from R-6, Single Family Residential to R-2F, Residential Two-Family is **denied** the home must be brought back into compliance with the requirements for a single-family structure. To achieve this the minimum requirement would be to reestablish access from inside the ground floor main unit to the upstairs unit. All work done as part of the initial non-conforming conversion and the modifications to return it to a single family home will require permits and inspections and must meet current codes as amended and adopted by the State of Oklahoma and the City of Midwest City.

If request to rezone from R-6, Single Family Residential to R-2F, Residential Two-Family is **approved** all work done as part of the conversion must be properly permitted and inspected. Any work or violations found to be below the minimum code requirements will have to be brought into full compliance with current codes as amended and adopted by the State of Oklahoma and the City of Midwest City.

Planning Comments:

As mentioned in the executive summary, Utility Services staff was alerted to the fact that this structure was being used as a two-family attached residential (duplex) structure in August of 2020. For duplex structures, the Utility Services department bills for water and sanitation services separately for each dwelling unit. Utility Services staff contacted Community Development staff to see if this property was zoned properly for use as a duplex. Community Development staff determined that the property is zoned R-6, Single Family Detached Residential and according to the 2010 Zoning Ordinance, the use of a duplex is not allowed in the R-6 district. Staff contacted the owner of the property and set up a meeting to discuss his options.

Planning, building and legal staff met with the owner and his property manager on August 6, 2020. The owner stated that when he purchased the property in May of 2020, the upstairs had already been converted into an individual dwelling unit and he believed the property was zoned properly for use as a duplex. Staff explained that the property is zoned only for single family use and that if he wanted to use it as a duplex, he must apply to rezone the property to R-2F and a decision would be made by the City Council to approve or deny the request.

Planning and building staff visited the site on August 7 and verified that the second floor unit is completely separated from the first-floor unit. The conversion work was done without permits. Pending the City Council's decision on this application permits and inspections will be required per the Chief Building Official's comments above.

Action is at the discretion of the City Council.

Action Required: Approve or reject the ordinance to rezone to R2-F, Two Family Residential and the resolution to amend the Comprehensive Plan to MDR, Medium Density Residential for the property as noted herein, subject to the staff comments and recommendations as found in the December 8, 2020, agenda packet, and as noted in PC – 2053.

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

Billy Harless, AICP
Community Development Director

KG



Midwest City Fire Marshal's Office

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



Re: PC - 2053

Date: 18 September 2020

PC-2053 is a request to rezone a parcel at 2200 N. Saint Luke. This parcel is zoned R-6, Single Family Residential and sometime in the past was converted to a duplex. The current owner bought the parcel in May under the assumption that it was allowed to be a duplex. He is applying to rezone to R-2F, Two Family Attached Residential to be allowed to continue to use the structure as a duplex.

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

Respectfully,

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

Duane Helmberger
Fire Marshal
Midwest City Fire Department

The 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.

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

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

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: September 15th, 2020

Subject: Engineering staff comments for pc-2053 application to rezone 2200 N Saint Luke Avenue.

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2053:

Note: This application is for rezoning the property at 2200 N Saint Luke Avenue. No engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located along the west side of Saint Luke Avenue. Public water mains extend along the full frontage of this property and the existing facility is connected to the city water main, therefore water line improvements are not required as outlined in Municipal Code 43-32.

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Christine Brakefield, Chief Building Official

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator


Date: September 08, 2020

RE: 2200 N Saint Luke Ave
Non-Conforming Duplex

If the request to rezone from R-6, Single Family Residential to R-2F, Residential Two-Family is **denied** the home must be brought back into compliance with the requirements for a single-family structure. To achieve this the minimum requirement would be to reestablish access from inside the ground floor main unit to the upstairs unit. All work done as part of the initial non-conforming conversion and the modifications to return it to a single family home will require permits and inspections and must meet current codes as amended and adopted by the State of Oklahoma and the City of Midwest City.

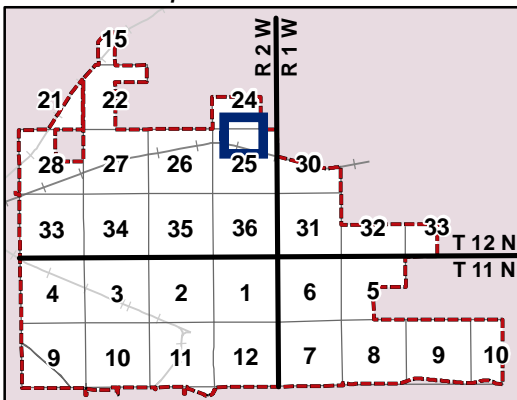
If request to rezone from R-6, Single Family Residential to R-2F, Residential Two-Family is **approved** all work done as part of the conversion must be properly permitted and inspected. Any work or violations found to be below the minimum code requirements will be brought into full compliance with current codes as amended and adopted by the State of Oklahoma and the City of Midwest City.

Sincerely,


Christine Brakefield, MPA
Chief Building Official
Community Development



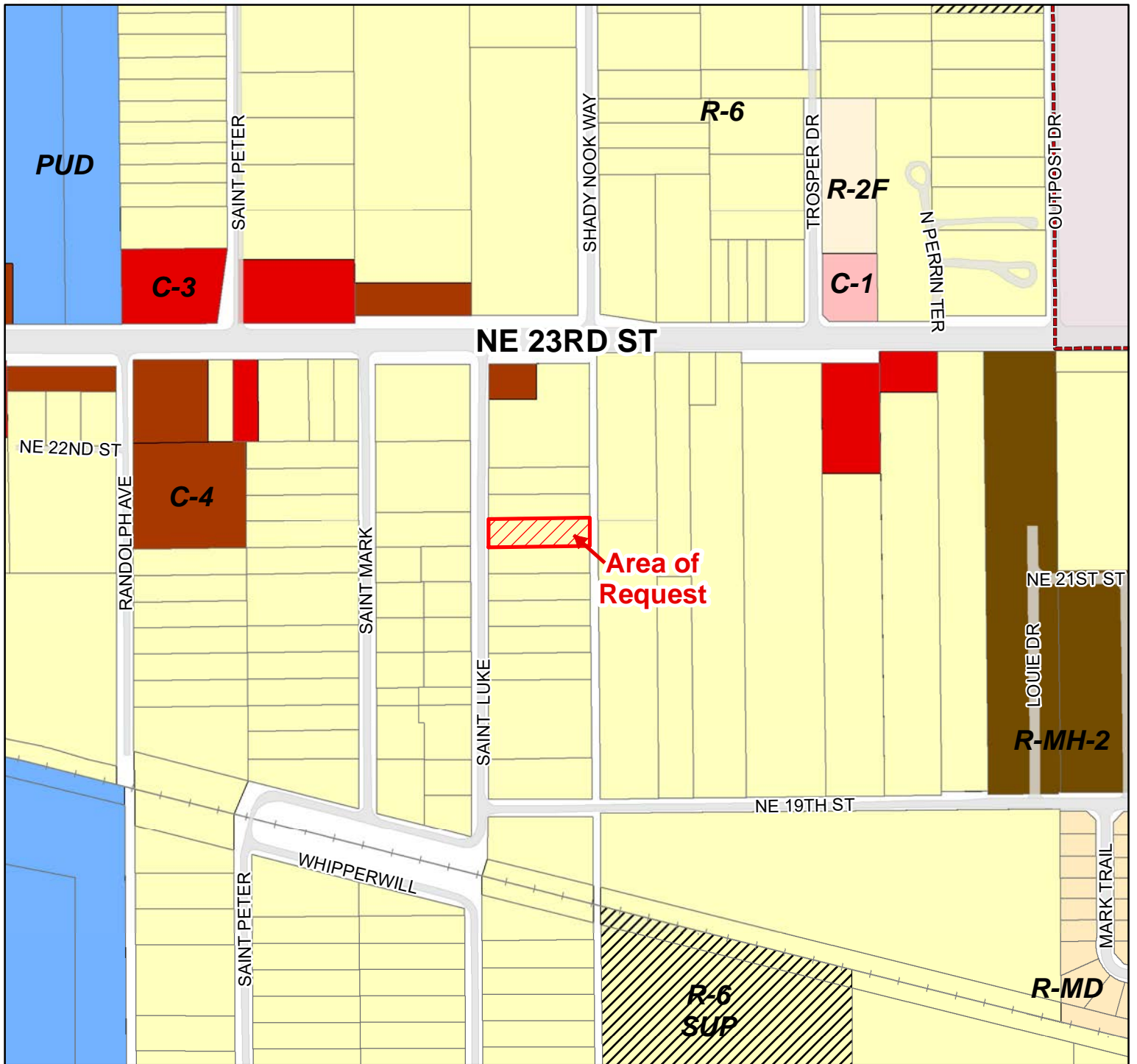
Locator Map



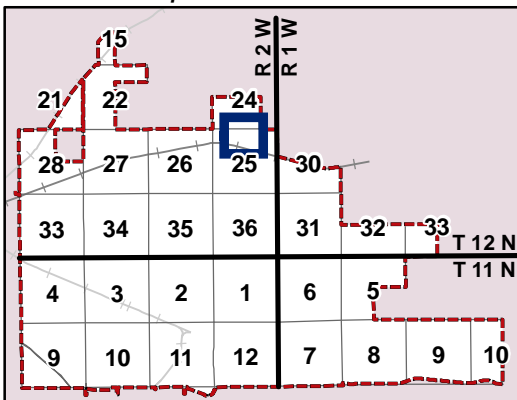
**3/2020 NEARMAP AERIAL VIEW FOR
PC-2053
(NW/4, Sec. 25, T12N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Locator Map



Current Zoning Legend

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

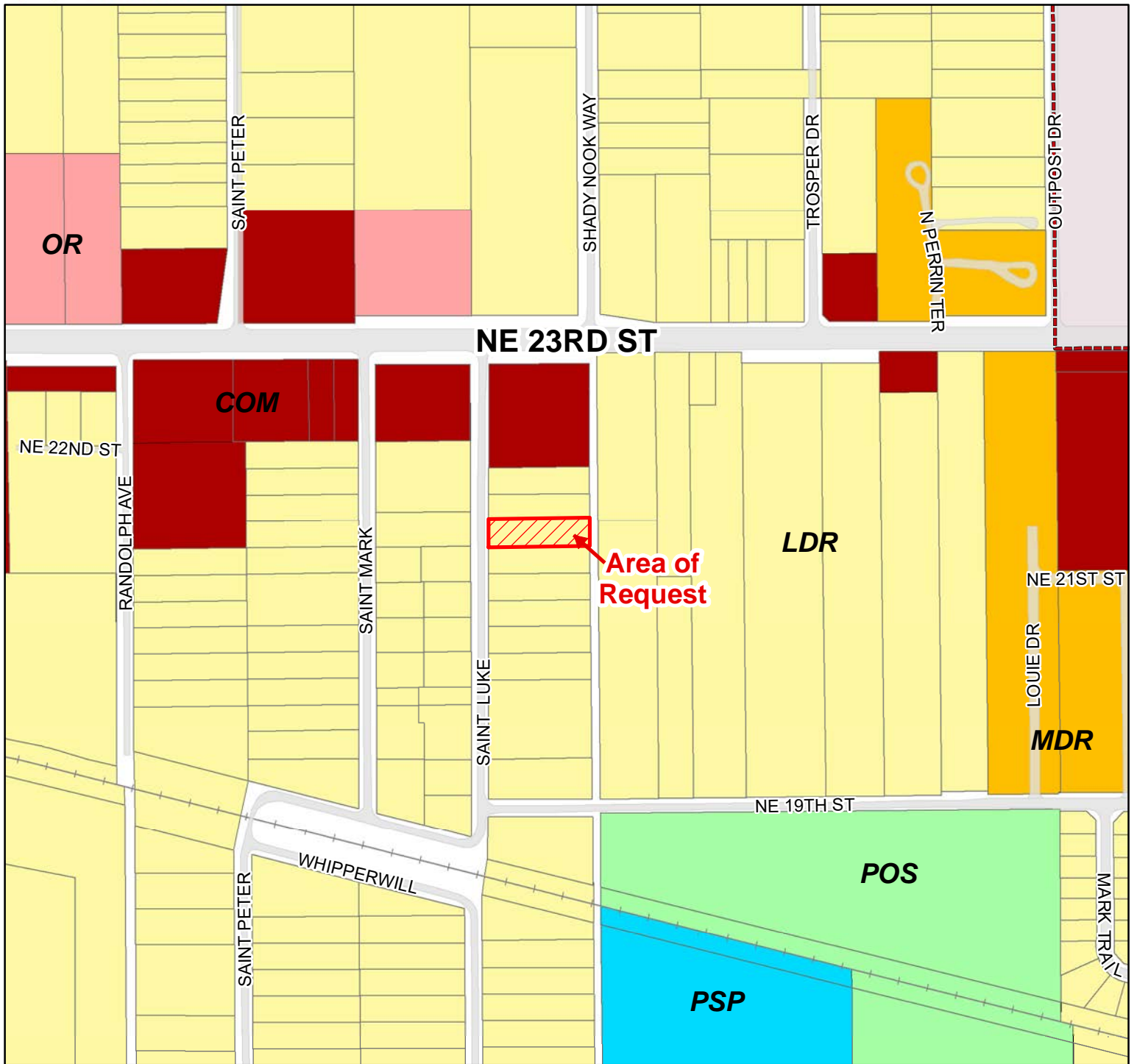
**ZONING MAP FOR
PC-2053
(NW/4, Sec. 25, T12N, R2W)**



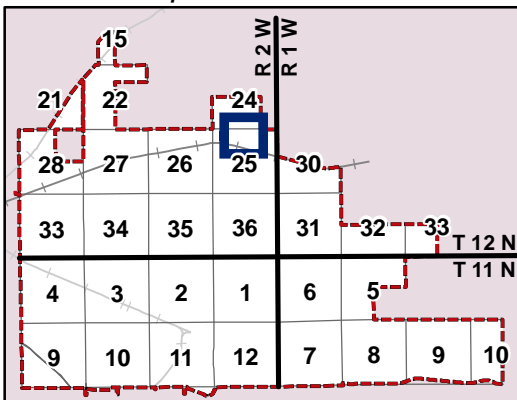
0 400 800 Feet

1 inch = 400 feet

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Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-2053**

(NW/4, Sec. 25, T12N, R2W)



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1 **PC-2053**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO R-2F, TWO FAMILY ATTACHED RESIDEN-**
5 **TIAL, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**
6 **MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DIS-**
7 **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 to R-2F, Two Family Attached Residential, subject to the conditions contained in the PC-2053
12 file, and that the official Zoning District Map shall be amended to reflect the reclassification of
13 the property’s zoning district as specified in this ordinance:

14 All of Lot 8 and the South 5 ft. of Lot 7, Block 1 of the Kanalys 2nd NE 23rd St Addition,
15 located in the NW/4 of Section 25, T-12-N, R-2-W, Oklahoma County, Oklahoma and
16 addressed as 2200 N Saint Luke Ave.

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 por-
21 tions of the ordinance.

22 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
23 on the _____ day of _____, 2020.

24 THE CITY OF MIDWEST CITY, OKLA-
25 HOMA

26 _____
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 _____
30 SARA HANCOCK, City Clerk

31 APPROVED as to form and legality this _____ day of _____, 2020.

32 _____
33 HEATHER POOLE, City Attorney

34
35
36

RESOLUTION NO. 2020-_____

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

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR:

All of Lot 8 and the South 5 ft. of Lot 7, Block 1 of the Kanalys 2nd NE 23rd St Addition, located in the NW/4 of Section 25, T-12-N, R-2-W, Oklahoma County, Oklahoma and addressed as 2200 N Saint Luke Ave.

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

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

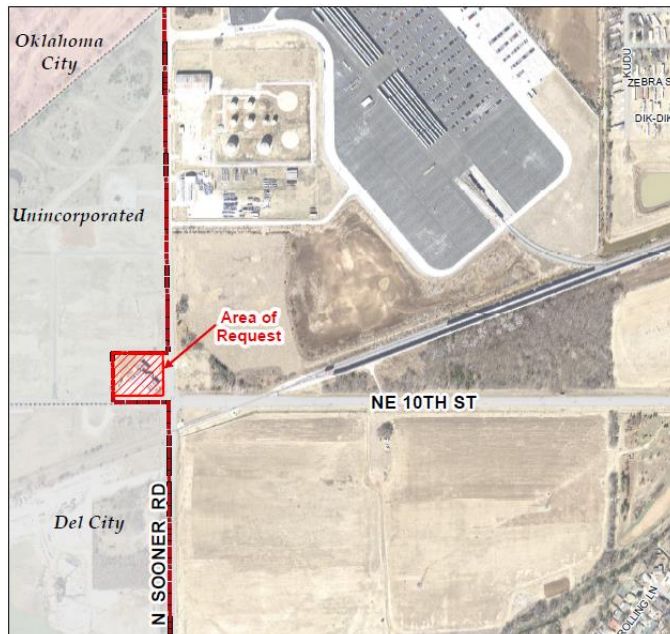
From: Billy Harless, Community Development Director

Date: December 8, 2020

Subject: (PC-2058) Public hearing with discussion and consideration of an ordinance to redistrict from SPUD, Simplified Planned Unit Development governed by the I-1, Light Industrial district to Amended SPUD, for the property described as a part of the SE/4 of Section 29, T-12-N, R-2-W, located at 1101 N. Sooner Road.

Executive Summary: This property was annexed into the City of Midwest City in the summer of 2018. The property was designated to be zoned I-1, Light Industrial to accommodate the existing uses of automotive equipment heavy, gasoline sales and off-premise advertising. In March of 2019, the property was rezoned to a Simplified Planned Unit Development, SPUD, governed by I-1 and allowing all I-1 uses as well as the use of alcoholic beverage retail sales. The applicant contacted staff in September about remodeling a portion of the existing structure for use as a medical marijuana dispensary. The use of a dispensary is not permitted in the I-1, Light Industrial district so the applicant is requesting a special development regulation to amend the SPUD to allow a dispensary (convenience sales and personal services) along with the already approved I-1

uses and the use of alcoholic beverage retail sales. No new structures are proposed with this application. Action is at the discretion of the City Council.



Dates of Hearing: Planning Commission – November 3, 2020
City Council – December 8, 2020

Council Ward: Ward 4,
Councilmember Sean Reed

Owner: 333 Sooner LLC

Applicant: Anuj (AJ) Shrestha

Proposed Use: Dispensary in addition to existing uses

Size:

The area of request is a corner property containing approximately 330' of frontage along NE 10th Street and approximately 250' of frontage along N. Sooner Road for an area of approximately 2.27 acres.

Development Proposed by Comprehensive Plan:

Area of Request – Industrial
North and West – Unincorporated
South – Del City
East – Industrial

Zoning Districts:

Area of Request – SPUD governed by I-1, Light Industrial
North and West – Unincorporated
South – Del City
East – I-3, Heavy Industrial

Land Use:

Area of Request – gas station, large truck wash (vacant), off-premise advertising, liquor store
North and West – Vacant
South – Vacant/Dolese Sand Mining Plant in Del City
East – Vacant

Comprehensive Plan Citation:

Industrial Land Uses

The industrial land use designation is applied to areas intended for a range of heavy commercial, assembly, warehousing and manufacturing uses. Given the beneficial relations that Midwest City and Tinker AFB have shared, industries and businesses that support and supply Tinker AFB are highly appropriate within this land use category.

Municipal Code Citation:

2.26 SPUD, Simplified Planned Unit Development

2.26.1. General Description

The simplified planned unit development, herein referred to as SPUD, is a special Zoning district that provides an alternate approach to conventional land use controls to produce unique, creative, progressive or quality land developments.

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

The SPUD is subject to special review procedures and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.26.2 Intent and Purpose

The intent and purpose of the simplified planned unit development provisions are to ensure:

(A) Innovative development

Encouraging innovative development and protect the health, safety and welfare of the community.

(B) Efficient use of land

Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;

(C) Appropriate limitations and compatibility

Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

History:

1. This property was annexed into Midwest City in June of 2018 under the I-1, Light Industrial zoning designation.
2. This property was rezoned to a SPUD, Simplified Planned Unit Development, governed by I-1, Light Industrial also allowing the use of alcoholic beverage retail sales in March 2019 (PC-1987).
3. The Planning Commission recommended approval of this item November 3, 2020.

Staff Comments:

Engineer's report:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located along the east side of Sooner Road and an eight (8) inch public water main along the north side of the parcel. The existing building in the area of request is currently on City water, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There are no public sewer mains within or bordering area of request. Extension is not required with this application but any future building permit will require a sanitary sewer extension and connection as outlined in Municipal Code 43-109. Plans will have to be designed by an Oklahoma licensed engineer, permitted through Oklahoma Department of Environmental Quality (ODEQ), bonded, and inspected by City Inspection.

Streets and Sidewalks

Access to the area of request exists off Sooner Road and N.E. 10th Street. Sooner Road is classified as a Primary Arterial and N.E. 10th Street as a Primary Arterial in the 2008 Comprehensive Plan. Although sidewalk improvements are not required with this application, future building permits will require that sidewalks are considered.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with houses already established. The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009. Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

Fire Marshal's Comments:

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

Plan Review Comments:

This property is zoned as a SPUD governed by the I-1, Light Industrial district. The SPUD also allows the use of alcoholic beverage retail sales. The applicant met with staff in September about remodeling the part of the building that was used for a truck wash for use as a medical marijuana dispensary.

No additions or new structures are proposed. If this request is approved, the zoning would allow all I-1, Light Industrial uses as well as the less intensive uses of alcoholic beverage retail sales and convenience sales and personal services (dispensary).

Staff would recommend that, if this request is approved, additional parking spaces be added to serve the uses within the existing structure. The portion of the building proposed for the dispensary was previously a large truck wash. There was not a need for parking for that use as the trucks would drive through the wash and leave the site. If the space is used for a dispensary, adequate hard surface parking must be available to serve the gas station, liquor store and dispensary prior to issuance of a Certificate of Occupancy for the dispensary.

Action is at the discretion of the City Council.

Action Required:

Approve or reject the ordinance to redistrict to Amended SPUD for the property as noted herein, subject to staff's comments as found in the December 8, 2020 agenda packet and made a part of PC-2059 file.



Billy Harless,
Community Development Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

REZONING APPLICATION

Simplified Planned Unit Development

The following is to be used if the request is for a Simplified Planned Unit Development. If this request is not for a Simplified Planned Unit Development, do not complete the next 2 pages.

This document serves as the DESIGN STATEMENT and fulfills the requirement for the SPUD. The Special Development Regulations section of the form must be completed in its entirety. If the applicant proposes additional, more restrictive, design criteria than established in the Special Development Regulations, please elaborate under Other Development Regulations.

A. Special Development Regulations

- List of the owners and/or developers: OWNER 333 Sooner Rd.
Applicant - staff
- Please list the adjoining land uses, both existing and proposed.
North: Vacant
South: Railroad / Dolese Plant
East: Vacant
West: Future Industrial Park
- Please list the use or uses that would be permitted on the site. All I-1, Light Industrial uses plus Alcoholic Beverage Retail Sales
- This site will be developed in accordance with the Development Regulations of the I-1, Light Industrial zoning district.
- Please list all applicable special development regulations or modified regulations to the base zoning district: ALLOW all I-1 USES plus Alcoholic Beverage Retail Sales. Existing uses should be allowed to remain.
- Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts: Site is located at the Northwest corner of N. Sooner NE 1/4. No new streets are proposed
- Please describe the physical characteristics of the following:
Sight-proof screening proposed: NONE

Landscaping proposed: None - Building, parking are existing



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Signs proposed: Signs are existing - Liquor store would be allowed to advertise on existing signs

Area of open space proposed: Existing

Proposed access points: Existing - 2 points of access from NE 10th!
2 points of access from N. Stoner

Drainage information: No changes

8. Existing or proposed building size: Existing
Maximum building height: "
Number of existing or proposed buildings: one
Building setbacks - Front: Existing
Sides: "
Rear: "

9. Please provide a description of the proposed sequence of development.
Remodel for liquor store is almost complete.

B. Other Development Regulations

Please list any other amenities or controls included in the SPUD: _____

C. Master Plan Map (attached)

Exhibit A: None as building is existing

This site will be developed in accordance with the Master Development Plan Map as submitted to the City of Midwest City for approval in conjunction with this request.

Signature _____

Date _____

Midwest City Council
The Planning Commission
100 N Midwest Blvd,
Midwest City, OK
73110

Re: Amend Spud zoning to allow the use of Convenience sales and personal services

Dear Sir/Madam,

I, Anuj Shrestha, would like to request to apply for amend SPUD to allow the use of convenience sales and personal Services- Dispensary In addition to the uses that currently allowed in the SPUD.

Thank you

Anuj Shrestha

2212 NW 157th St,

Edmond, OK, 73013

405-412-3709



Midwest City Fire Marshal's Office

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



Re: PC - 2058

Date: 12 October 2020

PC-2058 is a request to amend the SPUD for 1101 N. Sooner Rd (Thunder Express) to allow the use of a dispensary along with the uses currently allowed.

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

Respectfully,

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

Duane Helmberger
Fire Marshal
Midwest City Fire Department

The 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.

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

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

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: October 14th, 2020

Subject: Engineering staff comments for pc-2058 application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2058:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located along the east side of Sooner Road and an eight (8) inch public water main along the north side of the parcel. The existing building in the area of request is currently on City water, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There are no public sewer mains within or bordering area of request. Extension is not required with this application but any future building permit will require a sanitary sewer extension and connection as outlined in Municipal Code 43-109. Plans will have to be designed by an Oklahoma licensed engineer, permitted through Oklahoma Department of Environmental Quality (ODEQ), bonded, and inspected by City Inspection.

Streets and Sidewalks

Access to the area of request exists off Sooner Road and N.E. 10th Street. Sooner Road is classified as a Primary Arterial and N.E. 10th Street as a Primary Arterial in the 2008 Comprehensive Plan.

Although sidewalk improvements are not required with this application, future building permits will require that sidewalks are considered.

Drainage and Flood Control, Wetlands, and Sediment Control

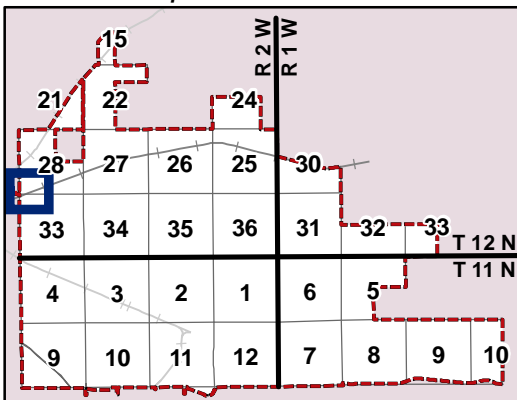
The area of request is developed with houses already established. The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009. Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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



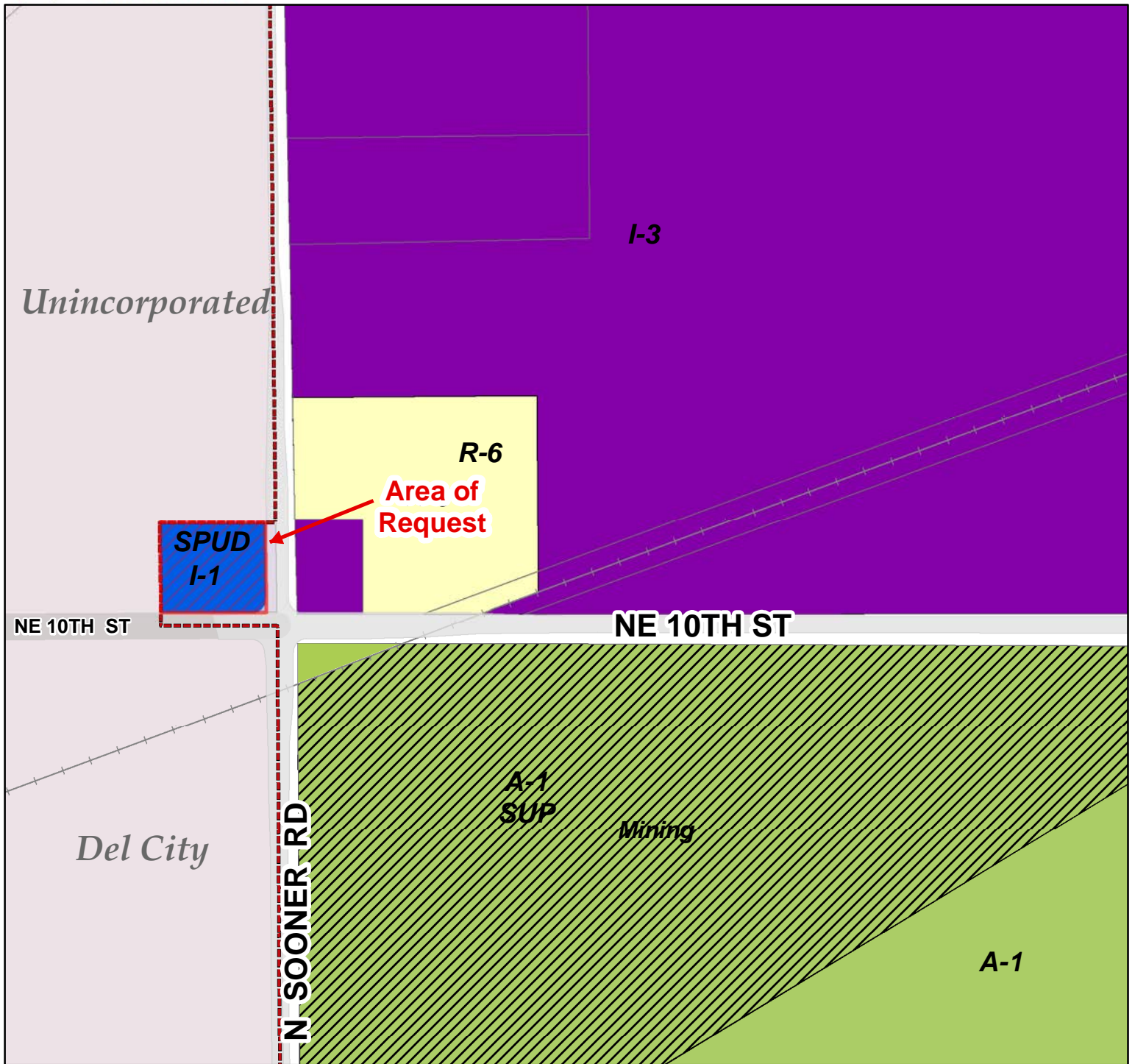
Locator Map



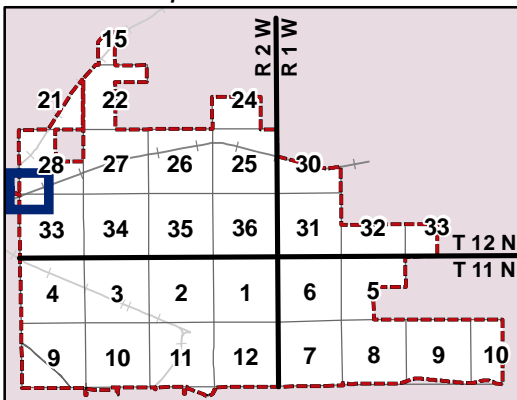
**3/2020 NEARMAP AERIAL VIEW FOR
PC-2058
(SE/4, Sec. 29, T12N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Locator Map



Current Zoning Legend

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

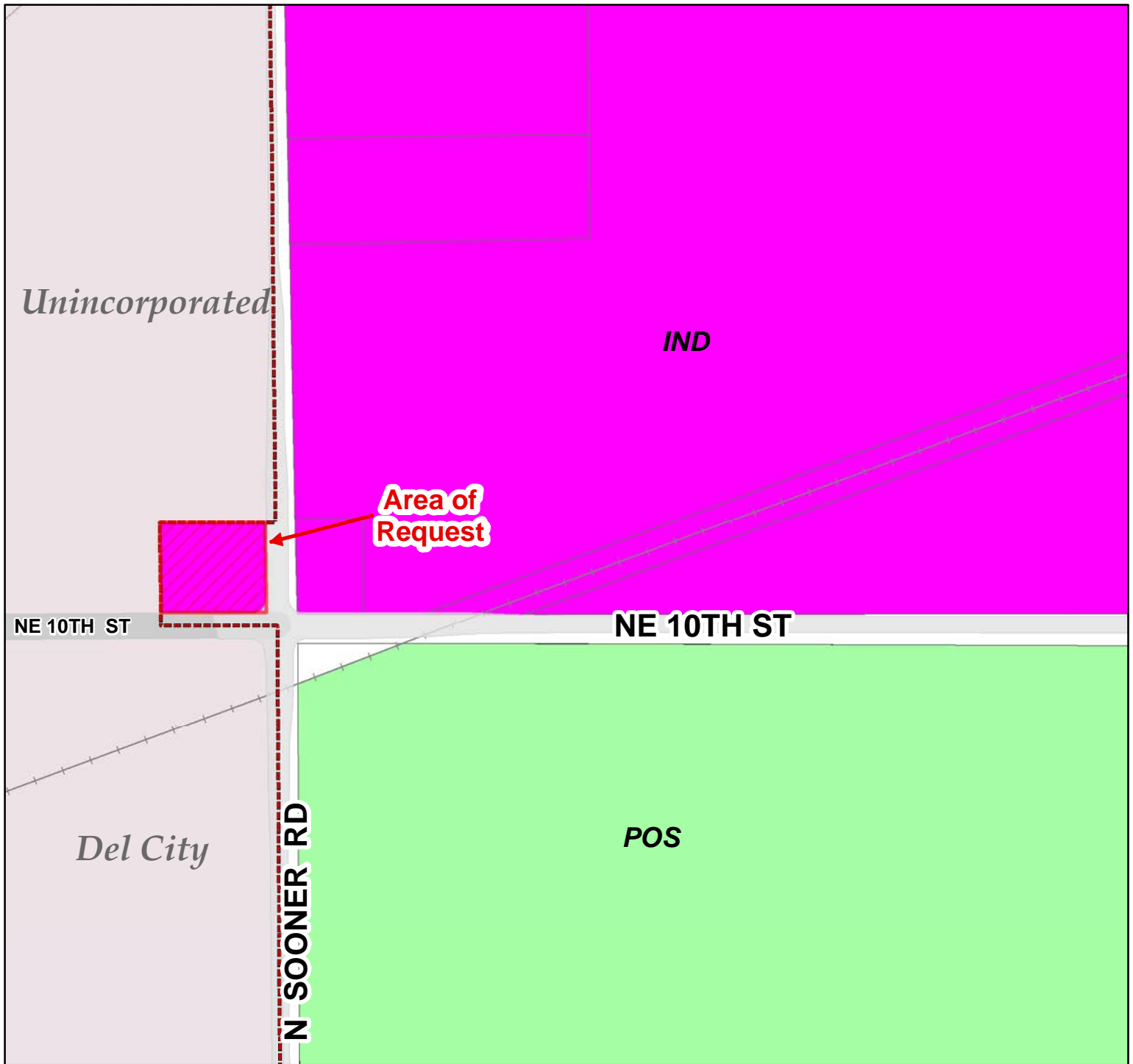
ZONING MAP FOR PC-2058 (SE/4, Sec. 29, T12N, R2W)



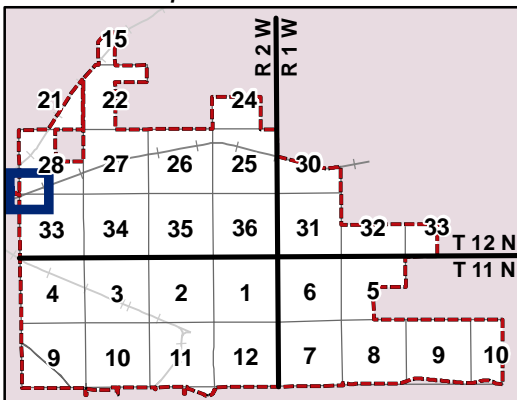
0 400 800 Feet

1 inch = 400 feet

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Locator Map

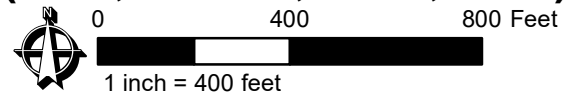


Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-2058**

(SE/4, Sec. 29, 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.

1 **PC-2058**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO AMENDED SPUD, SIMPLIFIED PLANNED**
5 **UNIT DEVELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZON-**
6 **ING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROP-**
7 **ERTY’S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABIL-**
8 **ITY**

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

10 **ORDINANCE**

11 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
12 to Amended SPUD, Simplified Planned Unit Development, subject to the conditions contained in
13 the PC-2058 file, and that the official Zoning District Map shall be amended to reflect the reclas-
14 sification of the property’s zoning district as specified in this ordinance:

15 A part of the SE/4 of Section 29, T-12-N, R-2-W of the Indian Meridian, Oklahoma
16 County, Oklahoma, being more particularly described as follows:

17 BEGINNING at the Southeast corner of said Southeast Quarter (SE/4); Thence North a
18 distance of 300 feet; Thence North 89°46’40” West and parallel to the South line of said
19 Southeast Quarter (SE/4) a distance of 330.00 feet; Thence South a distance of 300.00
20 feet to a point on the South line of said Southeast Quarter (SE/4); Thence 89°46’40” East
21 a distance of 330.00 feet to the Point of Beginning.

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

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

27 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
28 on the _____ day of _____, 2020.

29 THE CITY OF MIDWEST CITY, OKLA-
30 HOMA

31 _____
32 MATTHEW D. DUKES II, Mayor

33 ATTEST:

34 _____
35 SARA HANCOCK, City Clerk

36 APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: December 8, 2020

Subject: (PC-2059) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-3, Community Commercial subject to staff comments, for the properties described as Lots 1 and 2 of Block A of the Marydale Acres Addition, addressed as 1101 and 1107 N. Post Rd.

This application is being revised in order to better meet the requirements of the Zoning Ordinance. Staff and the applicant have discussed concerns and those are currently being addressed. It is requested that this application be forwarded to the December 1, 2020 Planning Commission meeting and January 12, 2021 City Council meeting.

No action is required at this time.

Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: December 8, 2020

Subject: (PC-2060) Public hearing with discussion and consideration of an ordinance to redistrict from PUD, Planned Unit Development, governed by the I-2, Moderate Industrial district, to Amended PUD, Planned Unit Development, governed by the I-2, Moderate Industrial district subject to staff comments, for the properties described as Lots 1, 4, 8, 9, 10 and 11 of the Global Business Centre Addition. The lots are addressed as 2700, 2710, 2800, 2830, 2800 and 2841 Global Parkway.

Executive Summary: In 2003 the property was rezoned from I-2, Moderate Industrial and C-4, General Commercial to a PUD governed by the I-2, Moderate Industrial District. A PUD was requested to allow a private street providing access to the building sites. Several I-2 uses were excluded from the original PUD and remain excluded with this application. The excluded uses are listed under the planning comments further within this report. The owner of the six (6) properties noted above in the Subject is requesting to amend the PUD to allow the use of commercial marijuana grow and marijuana processing. These uses are now allowed in the I-2 district but were not use unit classifications when the original PUD was approved in 2003. Uses are often specifically included and/or excluded with SPUD and PUD applications. Any SPUD's and PUD's approved prior to the adoption of the ordinance creating marijuana grow and processing uses must be amended if the owner wants to allow the new uses. The original PUD was intended for industrial uses and the properties abutting the area of request to the east are zoned for industrial use. Action is at the discretion of the City Council.

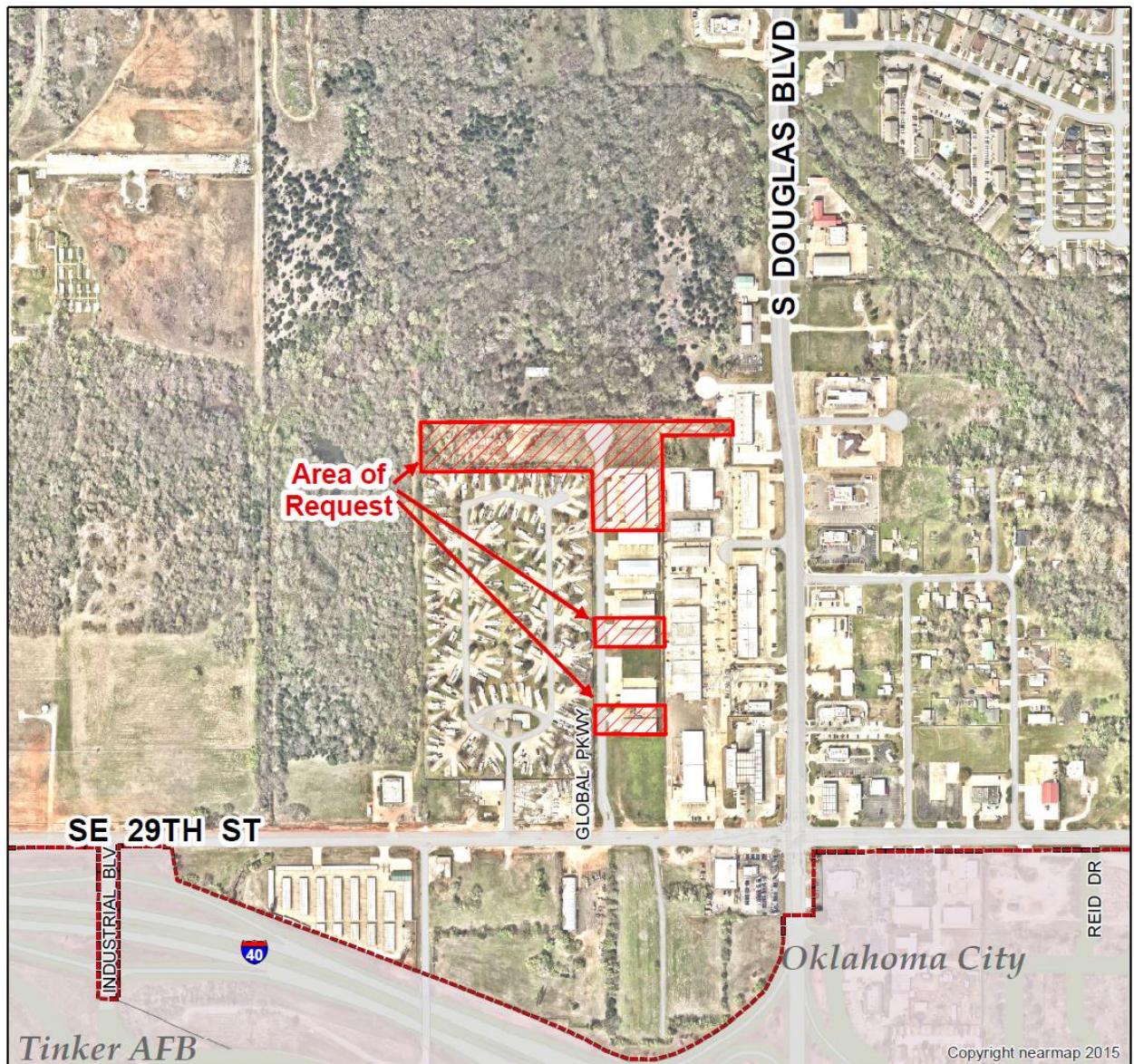
Dates of Hearing: Planning Commission – November 3, 2020
City Council – December 8, 2020

Applicant/Owner: Donald B. Nevard, Genprop Operators LLC

Council Ward: Ward 2, Pat Byrne

Proposed Use: Current I-2 uses allowed by the PUD and commercial marijuana grow and marijuana processing.

Size: The area of request encompasses six (6) lots within the platted Global Business Centre. Lots 1, 4, 8, 9 and 10 are approximately 21,000 square feet each. Lot 11 is approximately 105,516 square feet. Building sizes are listed below.



Building Sizes:

- Lot 1, 2830 Global Parkway – 5,808 square feet
- Lot 4, 2800 Global Parkway – 6,000 square feet
- Lots 8 and 9, 2710 Global Parkway – 11,520 square feet
- Lot 10, 2700 Global Parkway – undeveloped .53 acres
- Lot 11, 2701 Global Parkway – undeveloped 1.69 acres

Development Proposed by Comprehensive Plan:

- Area of Request – IND, Industrial and OR, Office/Retail
- North – IND, Industrial
- South and West – OR, Office/Retail
- East – COMM, Commercial and OR, Office Retail

Zoning Districts:

- Area of Request – PUD, Planned Unit Development
- North and West – R-MH-2, Manufactured Home Park
- South - R-MH-2, Manufactured Home Park and C-4, General Commercial
- East – C-4, General Commercial and I-2, Moderate Industrial

Land Use:

Area of Request – Existing industrial buildings and two (2) vacant lots

North – vacant

South and West – mobile home park and vacant land

East – individual and multi-tenant buildings with commercial and industrial uses

Comprehensive Plan Citation:

Industrial Land Use

The industrial land use designation is applied to areas intended for a range of heavy commercial, assembly, warehousing and manufacturing uses. Given the beneficial relations that Midwest City and Tinker AFB have shared, industries and businesses that support and supply Tinker AFB are highly appropriate within this land use category.

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

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

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

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

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. June 1977 (PC-1308) This property was rezoned to C-4 and I-2
2. January 2003 (PC-1466) This property was rezoned to a PUD governed by the I-2, Moderate Industrial District.
3. September 2003 (PC-1497) The Global Business Centre Final Plat was approved.
4. The Planning Commission recommended approval of this item November 3, 2020.

Staff Comments:

Engineer's report:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located along the east side of Global Parkway to the end and then loops to the east. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sanitary sewer is located along the east side of Global Parkway to the end and then flows to the west. Any future building permit will require that connection to the public sanitary sewer as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off Global Parkway which is platted as a local private street. Global Parkway connects to the south with S.E. 29th Street which is classified as a Primary Arterial in the 2008 Comprehensive Plan.

Sidewalk improvements will not be considered since this subdivision is already platted as private.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on Flood Insurance Rate map (FIRM)

- 2700, 2710, 2720, and 2841 Global Parkway are on map number 40109C0330H, dated December 18th, 2009.
- 2800 and 2830 Global Parkway are on map number 40109C0340H, dated December 18th, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

Fire Marshal's report:

The Fire Marshal has reviewed this request. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Plan Review Comments:

As the Commission and Council will remember, the Midwest City Zoning Ordinance was amended in October of 2018 as voters passed a measure to legalize medical marijuana in the state of Oklahoma. New use unit classifications were created for the use of commercial medical marijuana grower and medical marijuana processor.

The approved ordinance allowed the use of commercial marijuana grow in Industrial districts, I-1, I-2 and I-3 as well as the C-4, General Commercial district. Marijuana processing was approved to be allowed in all industrial districts only.

Typically an underlying zoning is chosen for SPUD's and PUD's and the applicant chooses which uses within the underlying zoning to allow and prohibit on the property. As the two new uses of marijuana grow and processing were not in place at the time of previously approved, the owner/applicant can apply to amend the PUD to specifically allow one or both of them.

The area of request was rezoned to a PUD in 2003 with the PUD being governed by the I-2, Moderate Industrial district. The following uses were excluded in the PUD:

- Animal Sales and Services: Kennels and Veterinary, Restricted
- Animal Sales and Services: Kennels and Veterinary, General
- Child Care Center
- Drinking Establishments: Sitdown, Alcohol Permitted
- Eating Establishments: Sitdown, Alcohol Permitted
- Funeral and Internment Services: Cremating
- Signs; non-accessory
- Agricultural Processing: Limited
- Agricultural Processing: General
- Horticulture

The only change to the original PUD with this application is a request to allow the uses of commercial marijuana grow and marijuana processing. No other changes are proposed or requested.

Since the original PUD was approved and the property was platted into individual lots, the original owner of Global Business Centre has sold five (5) lots. The original owner and applicant of this application has retained ownership of lots 1, 4, 8, 9, 10 and 11. This application only applies to the lots owned by Genprop Operators LLC. If this application is approved, the other five (5) lots will remain governed by the original PUD approved in 2003.

A site plan is included with this PUD application. The lots designated by an "X" are the lots included in this application.

The current code allows the use of commercial marijuana grow within industrial zoning districts. Action is at the discretion of the City Council.

Action Required:

Approve or reject the ordinance to redistrict to Amended PUD for the property as noted herein, subject to staff's comments as found in the December 8, 2020 agenda packet and made a part of PC-2060 file.



Billy Harless, AICP
Community Development Director
KG



Midwest City Fire Marshal's Office

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



Re: PC - 2060

Date: 12 October 2020

PC-2060 is a request to amend the PUD zoning for several parcels within the Global Business Park. This request only applies to the parcels shown on the attached map. When this PUD was originally approved, the uses of marijuana grow and processing did not exist and therefore could not be permitted or excluded from the zoning. The owner of these parcels is requesting to amend the PUD to allow the uses of marijuana and processing. The PUD is governed by the I-2, Moderate Industrial District.

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

Respectfully,

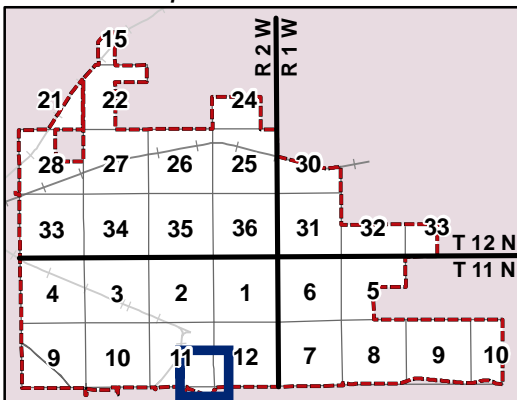
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger
Fire Marshal
Midwest City Fire Department

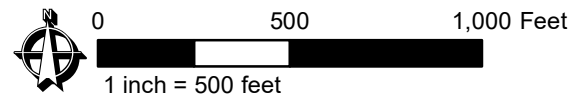
The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.



Locator Map



**3/2020 NEARMAP AERIAL VIEW FOR
PC-2060
(SE/4, Sec. 11, T11N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

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

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: October 15th, 2020

Subject: Engineering staff comments for pc-2060 application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2060:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located along the east side of Global Parkway to the end and then loops to the east. Any new building permit will require tie into the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sanitary sewer is located along the east side of Global Parkway to the end and then flows to the west. Any future building permit will require that connection to the public sanitary sewer as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off Global Parkway which is platted as a local private street. Global Parkway connects to the south with S.E. 29th Street which is classified as a Primary Arterial in the 2008 Comprehensive Plan.

Sidewalk improvements will not be considered since this subdivision is already platted as private.

Drainage and Flood Control, Wetlands, and Sediment Control

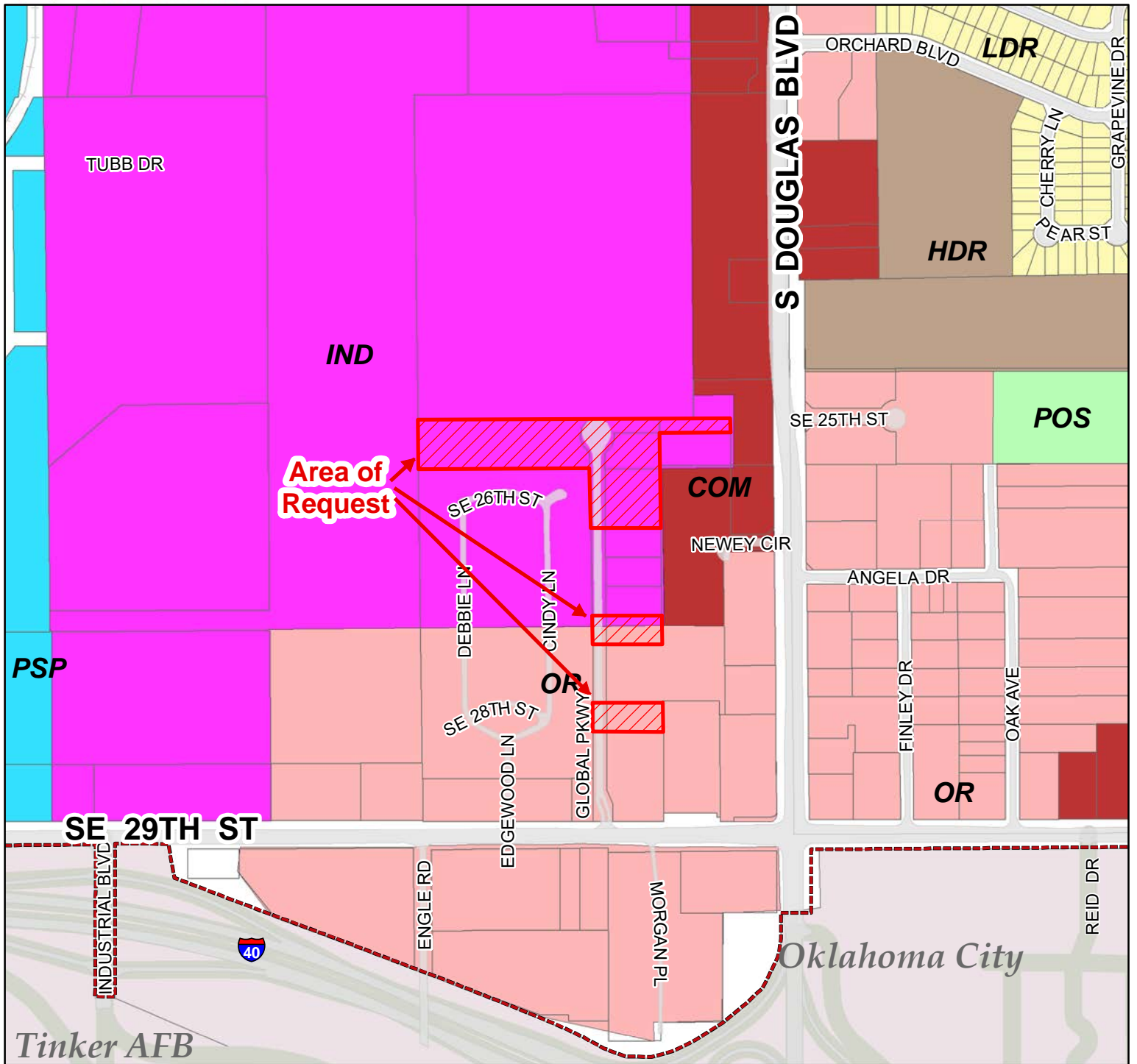
The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on Flood Insurance Rate map (FIRM)

- 2700, 2710, 2720, and 2841 Global Parkway are on map number 40109C0330H, dated December 18th, 2009.
- 2800 and 2830 Global Parkway are on map number 40109C0340H, dated December 18th, 2009.

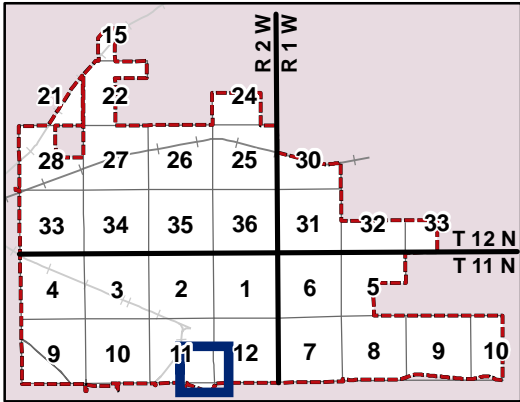
Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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



Locator Map

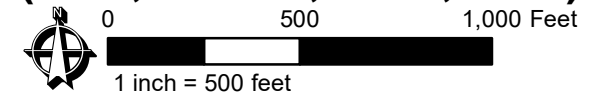


Future Land Use Legend

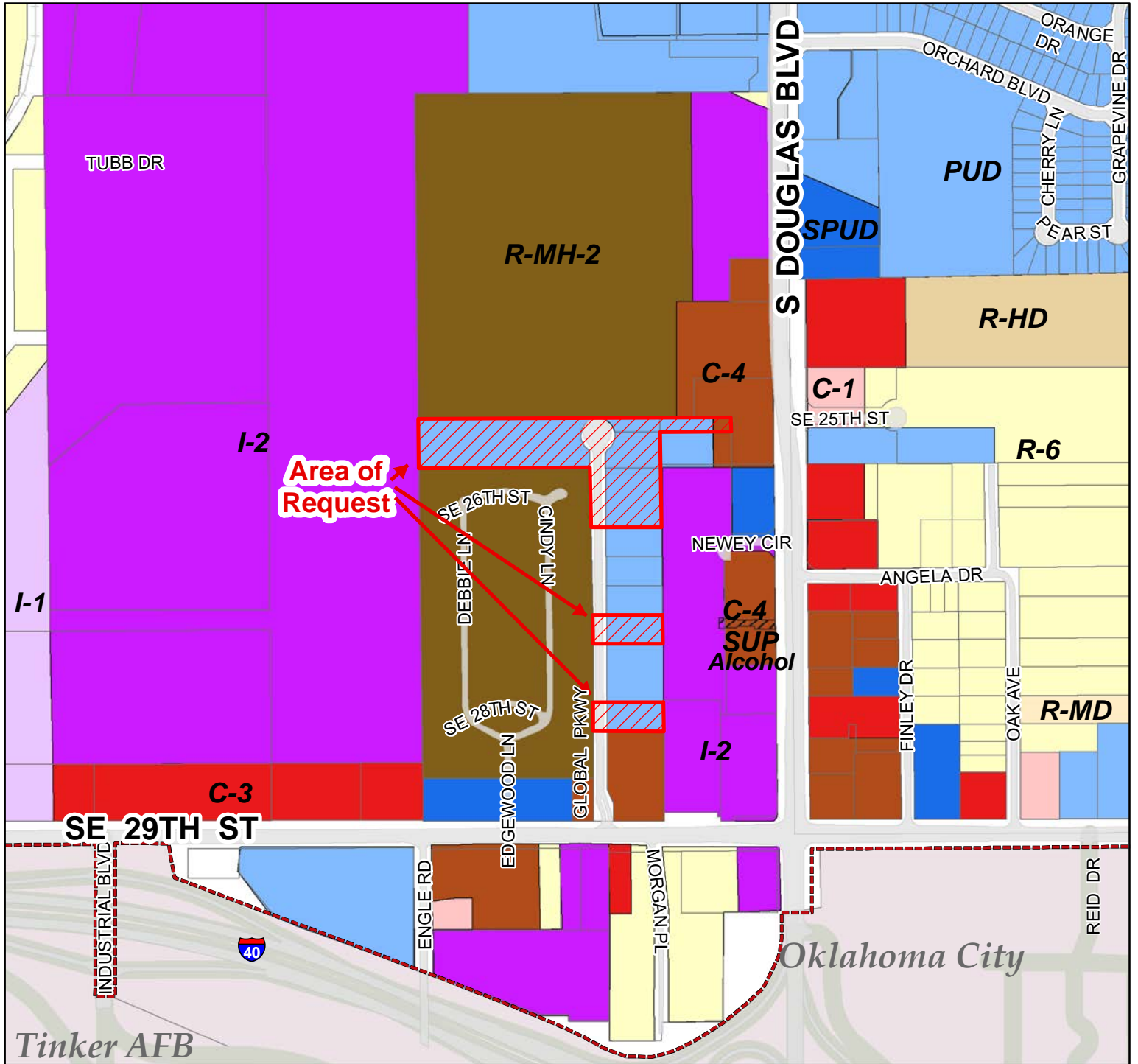
- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

**FUTURE LAND USE
MAP FOR
PC-2060**

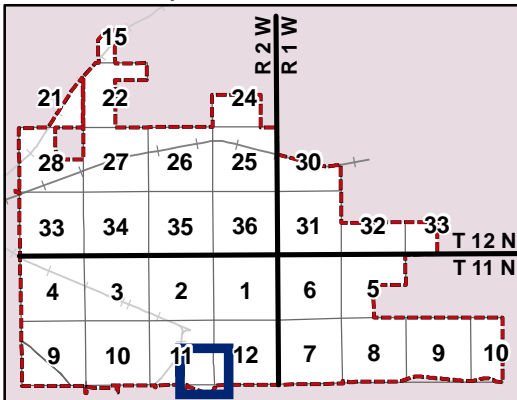
(SE/4, Sec. 11, T11N, R2W)



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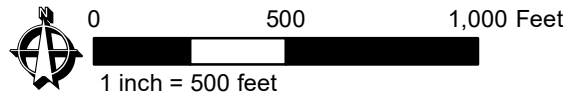
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-2060
(SE/4, Sec. 11, T11N, R2W)**



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Exhibit "A"

This re-zoning application is to amend PUD 1466 by amending Section 2.6 "Special Development Regulations" and specifically Section 2.6.1, which shall be amended to read in its entirety:

"2.6.1 Special Development Regulations"

This PUD shall be developed in accordance with the development regulations in effect on the date of this amendment of this PUD for the conventional I-2 Moderate Industrial District and which may thereafter be permitted, including those uses permitted by Ordinance Number 3353, amending Section 4.5, by adding unit classifications and regulations for "Commercial Medical Marijuana Grower" and "Medical Marijuana Processor", as defined therein."

EXHIBIT "B"

LEGAL DESCRIPTION

GLOBAL BUSINESS CENTRE

LOT ONE (1) GLOBAL BUSINESS CENTRE PUD

LOT FOUR (4) GLOBAL BUSINESS CENTRE PUD

LOTS EIGHT (8) AND NINE (9) GLOBAL BUSINESS CENTRE PUD

LOT TEN (10) GLOBAL BUSINESS CENTRE PUD

LOT ELEVEN (11) GLOBAL BUSINESS CENTRE PUD

PC-1466



MASTER PLAN FOR GLOBAL BUSINESS CENTRE PUD

1.0 INTRODUCTION

A commercial and industrial multi-building development is proposed to be located on property that is located 640 feet west of the intersection of Douglas and Southeast 29th Street, Midwest City, Oklahoma, containing 9.6564 acres gross, including 0.107 acres as of street right-of-way.

This document contains the Design Statement and the Master Development Plan Map for the proposed development.

The legal description of this PUD is included in Appendix A of this document.

Revised 12-17-02
Revised 1-2-03
Revised 1-8-03

MASTER PLAN FOR GLOBAL BUSINESS CENTRE PUD

2.0 THE PUD DESIGN STATEMENT

2.1 Title of PUD

The title of the Planned United Development (PUD) is **Global Business Centre.**

2.2 List of Owners and/or Developers

The present owners of the land to be developed in this PUD are:

Genprop Operators, L.L.C.
P.O. Box 18612
Oklahoma City, Oklahoma 73154-0612

By deed filed in Book 8561 at Page 716-777 of the records of Oklahoma County, Oklahoma.

The proposed developer of the property is:

Genprop Operators, L.L.C.
P.O. Box 18612
Oklahoma City, Oklahoma 73154-0612

2.3 State of the General Location and Relationship to adjoining land uses, both existing and proposed.

The legal description of the property to be included in this PUD is included in Appendix A of this document.

The property surrounding this proposed PUD has previously been developed as follows:

North: The property immediately to the north is vacant land. To the east side of the north land is vacant land extending to Douglas Boulevard.

East: To the east is a multi-building commercial development extending north and south along Douglas Boulevard from Southeast 29th.

South: The property to the south is vacant land and borders Interstate 40 and the southern most city limits line for Midwest City.

West: The property to the west is a mobile home park.

There are no residential uses other than the mobile home park near the area of the proposed PUD.

2.4 Description of the PUD Concept.

The proposed use of the land will be allowed by the current I-2 ("Moderate Industrial") zoning. This PUD is proposed to allow any uses permitted under the current "Moderate Industrial" (I-2) Zoning District. The following is specifically proposed:

The purpose of this PUD is to restrict the development of the area within the PUD to controlled uses.

The total acreage in the PUD is nine (9.6564) acres, gross, including 0.107 acres as of street right-of-way. The owner plans to develop the property. The property will be served by access from one approach on Southeast 29th Street.

The buildings will be used for uses consistent with the I-2 zoning and will be steel buildings with steel framing and roofing.

The parking requirements of the zoning code of the City of Midwest City shall be met.

2.5 Existing PUD Zoning in the Area

There are no existing PUD zoning districts in or near the area of this PUD.

2.6 Special Development Regulations.

2.6.1 Special Development Regulations

This PUD shall be developed in accordance with the development regulations in effect on the date of approval of this PUD for the conventional I-2 moderate Industrial District except for the following special regulations:

A. Further Limitation on Allowable Uses:

The following uses shall not be allowed within this PUD:

2.4.7 Animal Sales and Services: Kennels and Veterinary, Restricted

2.4.8 Animal Sales and Services: Kennels and Veterinary, General

2.4.16 Child Care Center

2.4.21 Drinking Establishments: Sitdown, Alcohol Permitted

2.4.25 Eating Establishments: Sitdown, Alcohol Permitted

- 2.4.29 Funeral and Interment Services: Cremating
- 2.4.47 Signs: non-accessory
- 2.7.1 Agricultural Processing: Limited
- 2.7.2 Agricultural Processing: General
- 2.7.6 Horticultural

B. Additional Allowable Uses:

The following uses may be permitted on review in accordance with provisions contained in Section 4.3.

- 2.5.9 Wholesaling, Storage and Distribution: General

2.6.2 Public Street Access Limitation

Access to the site from Southeast 29th Street shall be limited to one (1) boulevard approach.

2.6.3 Requested Variances to the Subdivision Regulations.

This PUD shall be developed in accordance with the subdivision regulations in effect on the date of approval of this PUD, except for the following requested variations to the Subdivision Regulations:

A. Request for a cul-de-sac on the North end of the project with a 50' radius with the total length being 1438 feet. Additionally requesting that the required 450 square feet of center island be limited to One (1) center island at the entrance from SE 29th Street. Said are to maintained by the developer of the subdivision. It is possible with the nature of this development that use of center islands on at every 500 feet would could adversely effect the flow of traffic in this type of development. Therefore, the developer requests permission to build a cul-de-sac to total length of 1438 feet with one (1) center island at the entrance to SE 29th Street in an area no less than 600 square feet.

2.6.4 Signage

A. Development entrance sign. Said sign will not exceed five hundred square feet on each face (two faces) installed on one (1) pole located in Common Area "A" with said pole being in the 25 foot site triangle.

B. Individual Site Signage. Low ground monument type signs to be used for the individual building sites, limited to eight (8) feet in height and ten (10) feet in length.

2.6.5 Common Area's and Private Street. All owners of the lots located in the Park shall share equally in the cost for the maintenance and upkeep of the common areas and road as designated on the Plat of Global Business Centre.

2.7 Statement on Existing and Proposed Streets

The PUD will be served by the existing public street of Southeast 29th.

A new private street is proposed in this PUD running from Southeast 29th to the north, to the north boundary of the property. Said street to be built to meet the minimum standards as date PUD is approved.

Access to the public streets is limited as described in Section 2.6.2.

2.8 Statement on Physical Characteristics

2.8.1 Elevation

The maximum elevation is approximately 1250 feet with the minimum elevation being approximately 1214 feet for a total elevation difference of about 36 feet +/-.

2.8.2 Slope Analysis

The existing slope of the ground in the PUD has an overall slope of 2.73% percent.

2.8.3 Soils Characteristics

The soils in this PUD consist of mainly red brown sandy clay and red clay. These conditions will be good for our intended purposes.

2.8.4 Tree Cover

The majority of the site has been cleared of timber and existing development and continues to be undeveloped except for timber and trees. Landscaping of the new facilities shall met the current City ordinances.

The majority of the land within this PUD will be used for industrial building development and will have the required landscaping incorporated into the project plans.

2.8.5 Fencing

The fencing for between buildings will incorporate existing fencing and new fencing will be chainlike as required.

2.9 Topographic Map

A topographic map with two foot contour intervals is included in Appendix B of this PUD.

2.10 Drainage Information

Detention on each lot as each lot is developed.

2.11 Statement on Utilities

The property will be served by public water and public sewer improvements.

All buildings will be served by electric utilities, using the existing rights of way or additional easements when required by the utility company, all in accordance with the utility company standard policies. All buildings will be served by electric, gas and telephone utilities, using existing easements or additional easements when required.

Trash service from the City of Midwest City or in accordance with the regulations of the City of Midwest City will be used in this PUD.

2.12 Densities, Use Types and Sizes of Structures

This PUD will consist of commercial and industrial uses.

The total land area in the PUD is 9.6564 acres more or less.

2.13 Proposed Sequence of Development

The PUD is to be developed in one (1) phase.

3.0 MASTER DEVELOPMENT PLAN MAP

The master development map for this PUD is included in Appendix C of this document.

This map includes the following:

1. Location of Proposed Land Uses,
2. Location of collector and local streets within the PUD and adjacent arterial streets.

**FINAL PLAT
OF
GLOBAL BUSINESS CENTRE**

A part of the Southeast Quarter (SE 1/4) of Section ELEVEN (11),
Township ELEVEN (11) North, Range TWO (2) West of the Indian
Meridian, Oklahoma County, Oklahoma.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY

That **CEMPRO OPERATIONS L.L.C.**, certifies that they are the owners of all the land included in the annexed plat and they are the only entities having any right, title or interest in the land shown and known as "GLOBAL BUSINESS CENTRE" a subdivision of a part of the Southeast Quarter (SE 1/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma and that the plat of GLOBAL BUSINESS CENTRE, represents a survey of the above described property made with our consent, and that we hereby dedicate all the easements and right-of-way shown on said annexed plat for the installation and maintenance of the public streets and utilities; that we hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs and assigns forever and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the Abstractor's Certificate. Comments, reservations and reservations for the addition are contained on a separate instrument and will be filed subsequently.

Witnessed by our hand(s) this 15 day of Sept, 2005.

G.A. Carr, II Donald S. Howard
BY: G.A. Carr, II BY: Donald S. Howard
MANAGER MANAGER

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 15 day of September, 2005, personally appeared G.A. Carr, II and Donald S. Howard, to me known to be the identical persons who signed the name of the maker in the within and foregoing instrument and acknowledged to me that they executed the same on their free will and voluntary act and deed, and in the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year just above written.
My Commission Expires the 22 day of March, 2006.

Christina
Notary Public
My Commission Expires 03/22/2006

CITY CLERK CERTIFICATE

I, the undersigned, City Clerk of the City of Midwest City, Oklahoma do hereby certify that I have examined the records of said City and find all delinquent payments or unamortized installments on special assessments have been paid in full and there is no special assessment privilege now pending against the land shown on the annexed plat of GLOBAL BUSINESS CENTRE, being a subdivision of part of the SE 1/4, Section 11, T11N, R2W, L1E, Oklahoma County, Oklahoma on the 15 day of Sept, 2005.

Judy P. Robinson
CITY CLERK

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma, and that the tax records of said County show all taxes are paid for the year 2005, and prior years, on the land shown on the annexed plat of GLOBAL BUSINESS CENTRE, a subdivision of part of the SE 1/4, Section 11, T11N, R2W, L1E, Midwest City, Oklahoma County, Oklahoma and that the required delinquent security has been deposited in the office of the County Treasurer guaranteeing payment of the current year's taxes.

IN WITNESS WHEREOF, said County Treasurer has signed this instrument to be executed in Oklahoma City, Oklahoma, on this 15 day of Sept, 2005.

Robert Ruth Thomas
COUNTY TREASURER

CITY PLANNING COMMISSION APPROVAL

I, the undersigned, Chairman of the City Planning Commission of the City of Midwest City, Oklahoma, do hereby certify that said Planning Commission duly approved the final plat of GLOBAL BUSINESS CENTRE, an addition to the City of Midwest City, being a subdivision of part of the SE 1/4, Section 11, T11N, R2W, L1E, Oklahoma County, Oklahoma, on the 15 day of Sept, 2005.

Ed
CHAIRMAN

The reproduction meets the requirements as outlined in Senate Bill 377, Sec. 118 as amended
TRIANGLE A&E, Inc.
P.O. Box 261 • Oklahoma City, OK 73101



BONDED ABSTRACTOR'S CERTIFICATE

The undersigned duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and State of Oklahoma, hereby certifies that the records of said County show that the title to said land shown on the annexed plat of GLOBAL BUSINESS CENTRE, in the City of Midwest City, Oklahoma is vested in **CEMPRO OPERATIONS L.L.C.**, a limited liability company, and that on the 15 day of September, 2005, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said County and state against said land or the owner(s) thereof, that the taxes are paid for the year 2005, and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued in any person, that there are no liens or other encumbrances of any kind against the land included in the annexed plat except easements, mortgages and minerals conveyances of record.
Executed at Oklahoma City, in Oklahoma County, Oklahoma, on this 15 day of September, 2005.

FIRST AMERICAN TITLE AND TRUST COMPANY

Walt
Vice President

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 15 day of September, 2005, personally appeared David A. Whitton, to me known to be the identical person who subscribed the name of the maker thereof and that he executed the same as his free and voluntary act and deed, on behalf of said individual, for the uses and purposes therein set forth.

My Commission Expires: 9-22-07
My Commission Number: 220150A

James W. McElyea
Notary Public

APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it hereby resolved by the City Council of Midwest City, Oklahoma, that the annexed plat of GLOBAL BUSINESS CENTRE, a subdivision of part of the SE 1/4, Section 11, T11N, R2W, L1E, Oklahoma County, Oklahoma, shown hereto is hereby approved and accepted.

ADOPTED by the City Council of the City of Midwest City, Oklahoma this 15 day of Sept, 2005.

Judy P. Robinson
CITY CLERK

SURVEYOR'S CERTIFICATE

I, Tracy Jividen, a registered land surveyor in the state of Oklahoma, hereby certify that the final plat of GLOBAL BUSINESS CENTRE, consisting of two sheets, correctly represents a survey made under my supervision on the 15th day of August, 2005. This survey meets the minimum standards for the practice of land surveyors as released by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said final plat complies with the requirements of Title 8 Section 41-108 of the Oklahoma State Statutes.

Tracy Jividen
TRACY JIVIDEN, O.U.S. 1129

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of August, 2005, personally appeared Tracy Jividen in me known to be the identical person who subscribed the name of the maker thereof and that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 8/20/2009
My Commission Number: 05005036

Christina
Notary Public

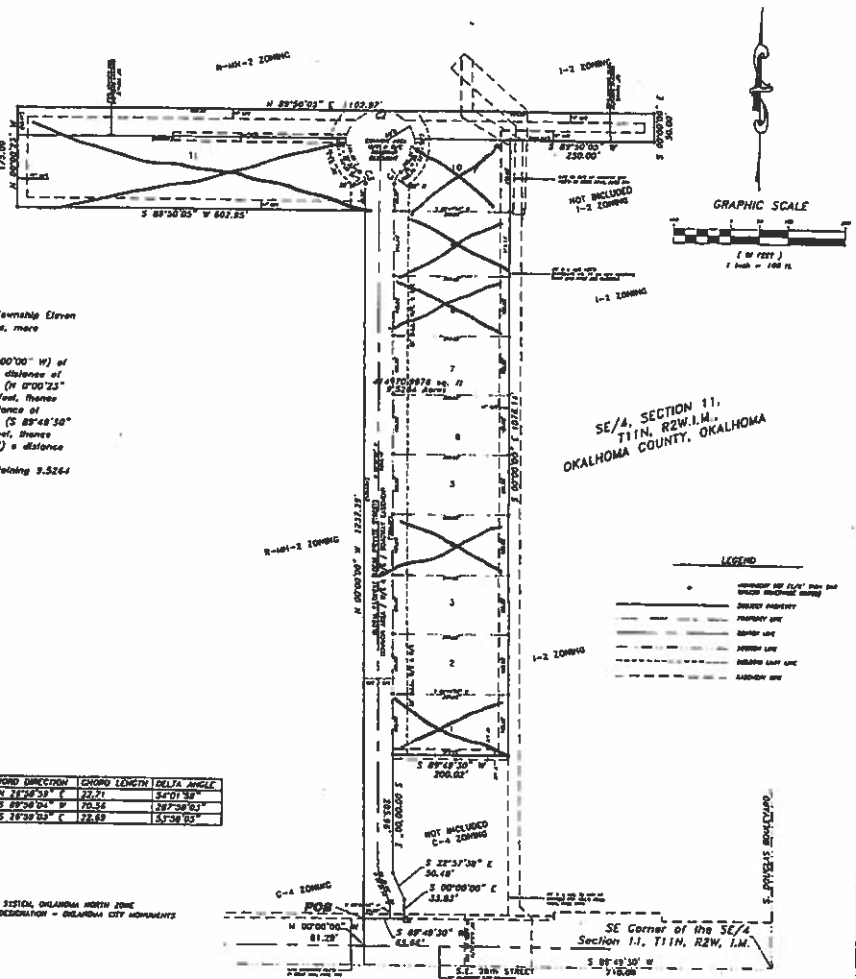
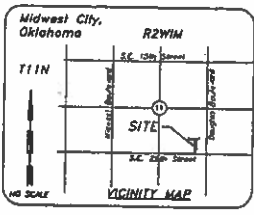
J A C
JVIDEN AND COMPANY, P.L.L.C.
PROFESSIONAL SURVEYING SERVICES
13091 Eastview Avenue
Oklahoma City, Oklahoma 73121
O.S. #181 • State Issue 05, 2005
Mch. (408) 740-0255 OTC# OKS 2524-NVST
Fax (408) 478-2872 (408) 278-7800

W.R. Peacock, L.L.C.
Consulting Engineers
P.O. Box 781797 • Oklahoma City, OK 73177
107 S. Lincoln Blvd • Oklahoma City, OK
(405) 577-8600 • Fax (405) 577-1003
Certificate of Registration Number 2203
Expiration Date: June 30, 2007

Doc # 200601007648
 08/10/2005
 FILED BY: JAC
 DATE: 08/10/2005
 COUNTY: OKLAHOMA
 DISTRICT: 11
 DEPARTMENT: 1111

FINAL PLAT OF **GLOBAL BUSINESS CENTRE**

A part of the Southeast Quarter (SE 1/4) of Section ELEVEN (11),
 Township ELEVEN (11) North, Range TWO (2) West of the Indian
 Meridian, Oklahoma County, Oklahoma.



LEGAL DESCRIPTION (COMMON AREA)

A tract of land situated in the Southeast Quarter (SE 1/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point 710.00 feet West (S 89°49'30" W) and 81.29 feet North (N 0°00'00" W) of the Southeast Corner of said Section 11, thence continuing North (N 0°00'00" W) a distance of 1237.29 feet, thence Northwesterly along a curve to the left, having a radius of 23.00 feet, a delta angle of 33°50'55", and an arc length of 23.55 feet, thence Northwesterly along a curve to the right, having a radius of 66.66 feet, a delta angle of 67°38'32", and an arc length of 66.42 feet; thence West (S 89°50'05" W) a distance of 589.01 feet, thence North (N 0°00'00" W) a distance of 166.00 feet, thence East (N 89°50'05" E) a distance of 1102.97 feet, thence South (S 0°00'00" E) a distance of 50.00 feet, thence West (S 89°50'05" W) a distance of 415.74 feet, thence Southwesterly along a curve to the right, having a radius of 86.40 feet, a delta angle of 63°34'35", and an arc length of 86.40 feet, thence Southwesterly along a curve to the left, having a radius of 23.00 feet, a delta angle of 34°01'50", and an arc length of 23.58 feet; thence South (S 0°00'00" E) a distance of 1203.39 feet, thence Southwesterly (S 22°57'58" E) a distance of 30.46 feet, thence South (S 0°00'00" E) a distance of 33.83 feet, thence West (S 89°49'30" W) a distance of 68.66 feet to the Point of Beginning; tract containing 3.0478 acres.

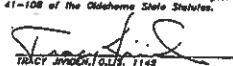

LEGAL DESCRIPTION

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Beginning at a point 710.00 feet West (S 89°49'30" W) and 81.29 feet North (N 0°00'00" W) of the Southeast Corner of said Section 11, thence continuing North (N 0°00'00" W) a distance of 1237.29 feet, thence West (S 89°50'05" W) a distance of 602.93 feet, thence North (N 0°00'00" W) a distance of 175.00 feet, thence East (N 89°50'05" E) a distance of 1102.97 feet, thence South (S 0°00'00" E) a distance of 50.00 feet, thence West (S 89°50'05" W) a distance of 250.00 feet, thence South (S 0°00'00" E) a distance of 1076.14 feet, thence West (S 89°49'30" W) a distance of 200.00 feet, thence South (S 0°00'00" E) a distance of 200.00 feet, thence Southwesterly (S 22°57'58" E) a distance of 50.46 feet, thence South (S 0°00'00" E) a distance of 33.83 feet, thence West (S 89°49'30" W) a distance of 68.66 feet to the point of beginning, said tract containing 3.5264 acres.



SURVEYOR'S CERTIFICATE

I, Tracy Jividen, a registered land surveyor in the state of Oklahoma, hereby certify that the final plat of GLOBAL BUSINESS CENTRE, consisting of two sheets, correctly represents a survey made under my supervision on the 18th day of August, 2005. This survey meets the minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said final plat complies with the requirements of Title 18 Section 41-108 of the Oklahoma State Statutes.


 TRACY JIVIDEN, O.L.S. #1149


STATE OF OKLAHOMA
 COUNTY OF CANADIAN

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of August, 2005, personally appeared Tracy Jividen to me known to be the identical person who subscribed the name of the maker thereof and that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.


 Notary Public


My Commission Expires: 8/10/2009
 My Commission Number: 050060036

MARKER	RADIUS	ARC LENGTH	TANGENT	CHORD	DIRECTION	CHORD LENGTH	DELTA ANGLE
C1	23.00	23.58	12.73	N 89°50'55" E	23.71	34°01'50"	
C2	66.66	301.36	-45.67	S 89°50'05" W	70.36	38°50'03"	
C3	23.00	23.58	12.73	S 22°57'58" E	22.69	57°08'05"	

DATUM INFORMATION

BEARINGS ARE ON OKLAHOMA STATE COORDINATE SYSTEM, OKLAHOMA NORTH ZONE
 DATUM: NAD 83 U.S. FEET; CURVED INTERMEDIATE DESCRIPTION - OKLAHOMA CITY MONUMENTS
 GRID NORTH IS 0°00'00.00"

This reproduction meets the requirements as outlined in Section DR 377, Sec. 516 as amended



JAC
 JIVIDEN AND COMPANY, P.L.L.C.
 PROFESSIONAL SURVEYING SERVICES
 15001 Southern Avenue
 Oklahoma City, Oklahoma 73121
 Call: 4151 • Email: June 20, 2007
 Fax: (405) 278-3229
 (405) 278-3272

W.R. Peacock, Inc.
 Consulting Engineers
 P.O. Box 100787 - Oklahoma City, OK 73172
 112 S. Mustang Road - Oklahoma City, OK
 (405) 771-2800 • Fax: (405) 771-2903
 Certificate of Authorization Number: 7280
 Expiration Date: June 30, 2007

1 **PC-2060**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO AMENDED PUD, PLANNED UNIT DEVELOPMENT,**
5 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**
6 **MAP TO 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 Amended PUD, Planned Unit Development, subject to the conditions contained in the PC-
12 2060 file, and that the official Zoning District Map shall be amended to reflect the reclassification
13 of the property's zoning district as specified in this ordinance:

14 Lots 1, 4, 8, 9, 10 and 11 of the Global Business Centre Addition, Midwest City, OK

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

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

20 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
21 on the _____ day of _____, 2020.

22 THE CITY OF MIDWEST CITY, OKLAHOMA

23 _____
24 MATTHEW D. DUKES II, Mayor

25 ATTEST:

26 _____
27 SARA HANCOCK, City Clerk

28 APPROVED as to form and legality this _____ day of _____, 2020.

29 _____
30 HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
 Brandon Bundy, City Engineer
 CURRENT PLANNING DIVISION
 Kellie Gilles, Current Planning Manager
 COMPREHENSIVE PLANNING
 Petya Stefanoff, Comprehensive Planner
 BUILDING INSPECTION DIVISION
 Christine Brakefield, Building Official
 GIS DIVISION
 Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: December 8, 2020

Subject: (PC-2061) Discussion and consideration of approval of the StatusOne Preliminary Plat for the property described as a part the SW/4 of Section 12, T11N, R2W, addressed as 2500 S. Douglas Blvd.

Executive Summary: This preliminary plat is being requested in order to divide the existing ten (10) acre lot into three (3) parcels for development. The frontage along S. Douglas Blvd. is zoned C-3, Community Commercial and the rear, or eastern, portion of the lot is zoned R-HD, High Density Residential. A portion of the site is within the floodplain which is shown on the preliminary plat. All required public improvements including a cul-de-sac road, water and sanitary sewer extensions and a trail are requirements of this preliminary plat and must be installed prior to application of the final plat. The applicant has requested a waiver regarding the Tree Canopy Management Plan,

however, all trees east of the creek, abutting The Orchard Addition are proposed to remain through the platting process. The Park Land Review Committee recommended approval of private park land to be owned and maintained by the HOA. Action is at the discretion of the City Council.



Dates of Hearing: Planning Commission – November 3, 2020
 City Council – December 8, 2020

Owner: James Webster Trust

Applicant: Chris Webster

Engineer: Jon Doyle, Cedar Creek

Proposed Use: Two (2) commercial lots and one (1) 6.64 acre high density residential lot

Size:

The area of request has a frontage of approximately 330' along S. Douglas Blvd. and a depth of approximately 910' containing an area of approximately 10 acres, more or less.

Zoning Districts:

Area of Request – C-3, Community Commercial and R-HD, High Density Residential
North – Planned Unit Development (PUD) and Simplified Planned Unit Development (SPUD)

South – C-1, Restricted Commercial and R-6, Single Family Residential

East – R-6, Single Family Residential

West – C-4, General Commercial

Land Use:

Area of Request – One single family residence

North – Commercial business, apartments and single family homes

South – Sonic and vacant

East – Single family homes

West – Commercial businesses

Municipal Code Citation:

38-18.1. Purpose

The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of the Subdivision Ordinance.

History:

1. The west 200 feet of the parcel were rezoned to C-3, Community Commercial in 1987 (PC-990).
2. The C-3 zoning was extended 150' to the west in May of 2018 (PC-1947).
3. A preliminary plat was approved in February of 2020 (PC-2039)
4. The eastern portion of the site was rezoned to R-HD in July 2020 (PC-2045).
5. Planning Commission recommended approval of this item November 3, 2020.

Staff Comments:

Engineer's report:

Note: This application is for a preliminary plat of StatusOne located at 2500 S Douglas Boulevard.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application. It should be noted that a fifty four (54) inch OKC water main runs along the eastern side of Douglas Boulevard. The developer cannot utilize this water main and may cause difficulty when crossing with proposed utilities. Caution during design and construction is advised.

Water Improvements

There is a twelve (12) inch public water main running along the west side of Douglas Boulevard.

The applicant has proposed teeing into this water main, boring across Douglas Boulevard and extending an eight (8) inch public water main to all of the proposed lots as required in Municipal Code 43-32. The lines will be within the proposed right of way for Cedar Creek Lane.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

The proposed development has access to multiple different sewer lines.

- A ten (10) inch main runs south to north along the west side of Soldier Creek, bisecting the proposed development:
- There is a system of eight (8) inch lines servicing the Orchard Subdivisions which generally border the northeast corner of the proposed development.
- An eight (8) inch sewer runs along the western side of Douglas Boulevard from south to north.
- An eight (8) inch main extends along a portion of the southern boundary of the proposed development and eventually flows in the ten (10) inch line described above.

The applicant has proposed constructing a public sewer main providing service to all of the proposed lots by extension of the eight (8) inch line running along the northern boundary. This line will be constructed in a twenty (20) foot easement dedicated on the plat.

Connection to the public sanitary sewer system for domestic service is a building permit requirement per Municipal Code Chapter 43-109 for all lots.

Streets and Sidewalks

The proposed development is divided by a regulated creek which hinders access across the entire property.

Douglas Boulevard is listed as a primary arterial in the 2008 Comprehensive Plan. A right-of-way of 120 feet is required, 60 feet on each side of centerline with an addition ten (10) foot utility easement adjacent to the proposed development. It will be required to be dedicated on the final plat if not already existing.

The applicant proposes to construct a public local street, Cedar Creek Lane, with sidewalks to service the area of request. Access to all the lots is proposed of Douglas Boulevard via an approximate 410 foot long Cedar Creek Lane which is proposed to have a hammerhead type turn around.

Sidewalk currently exists across the frontage of Douglas Boulevard. Additional sidewalk will be required on both sides of the proposed internal roadway and ramps constructed to current standard aligned north/south at the intersection with Douglas Boulevard. This sidewalk will be required to be built prior to the final plat application as per Section 38-47.2. Any work to the existing drives or sidewalk will require current Midwest City standard.

Improvement plans for the street and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road.

The subdivision plan also requires the connection of roads in a proposed subdivision if the proposal contains fifty or more proposed lots. This application falls below that threshold at three lots. The applicant proposes to construct a public local street that is a cul de sac with one point of ingress / egress.

Drainage and Flood Control, Wetlands, and Sediment Control

The proposed development is rolling with a creek bisecting the property and a ridge on the approximate western quarter. Drainage to the proposed development generally is as follows:

- A developed storm sewer exists running along the east side of Douglas Boulevard draining south to north. This line serves to drain the right-of-way and does not have a known capacity.
- Soldier Creek bisects the property, running from south to north. Soldier Creek is a regulated creek with the existence of regulated FEMA floodway and floodplain.
- On the southeast corner of the proposed development lies an outfall from a detention pond serving the Orchard 2nd Addition. This outfall then runs across the proposed development via a natural channel to Soldier Creek. This drainage is contained within the regulated floodplain.
- Sheet flow comprises of the rest of the drainage both into and out of the proposed development.

All the drainage eventually flows into Soldier Creek. Currently, the proposed development tract has one (1) house but is otherwise undeveloped with no improvements or structures. The applicant has proposed that a common detention pond handle lot 1 and lot 3 as well as the road infrastructure. Lot 2 will require separate detention as condition of any applied building permit.

The area of request is dissected by a regulated floodway and flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. The developer will be required to complete a Letter of Map Revision – Fill (LOMR-F) based on amount of suggested fill in the floodplain. A LOMR-F is regulated by Army Corps of Engineers and is required to be approved prior to final platting.

No identified wetlands are located on or abutting the proposed development as shown on the National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, access October 15th, 2019.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site.

The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Floodplain requirements related to ordinance

The developer has agreed to dedicate any 100 year floodplain to the city in the form of an easement. Although not spelled out directly in Sec. 38-44.6(b)(3)(a); this applies to the intent of the ordinance to have the floodplain be dedicated to an entity responsible for maintenance and preservation. An access easement will also be dedicated from Cedar Creek Lane to the floodplain easement.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

A 15' Utility easement will be required to be dedicated along the southern property line per 38-48.15.(c)(2).



View looking from South to the North



View looking from frontage east towards Lot 3



View looking from the frontage east towards Lot 1



View looking east from the northern property boundary



Existing drive on Douglas, roughly lot 1 (northern half of property)



Existing drive on Douglas in the middle of the property, approximate location of StatusOne Dr.

Fire Marshal's report:

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

Plan Review Comments:

This preliminary plat is being requested in order to divide the existing single lot into three (3) lots. The western 325' of this property, where proposed lots 1 and 3 are located, is zoned C-3, Community Commercial. The remainder of the property, lot 2, was recently rezoned to R-HD, High Density Residential.

As proposed Lot 2 will contain more than one (1) dwelling unit per acre now that it is zoned R-HD, High Density Residential, park land dedication is required. The applicant is required to dedicate .49 acre of land for park land. The applicant has proposed to dedicate .49 acres of land within the floodway, adjacent to the proposed trail as private park to be owned and maintained by the HOA. The Park Land Review Committee met on October 21, 2020 and recommended approval of this proposal. The remainder of the floodway will be dedicated to the City as noted in the engineering section of this report.

The applicant has submitted a tree canopy management plan as required by Section 38-53 of the Subdivision Regulations. The plan shows that all trees located within the floodplain and east of Soldier Creek will remain throughout the platting process. The applicant has submitted a waiver requesting to be allowed to remove some trees west of the creek that would be required to remain according to the Subdivision Regulations. The waiver request is included within the agenda packet.

A trail easement is required along Soldier Creek. The trail is shown on this preliminary plat. The applicant is in the process of having a LOMR-F updated. This will affect the amount of land that is within the floodplain and floodway. Once the LOMR-F has been updated, the final plat must show the trail and the 30' easement required by the Subdivision Regulations.

All development, residential and commercial, must meet the requirements of the Zoning Ordinance as well as the Subdivision Regulations.

Action is at the discretion of the City Council.

Action Required: Approve or reject the StatusOne Preliminary Plat located on the property as noted herein, subject to the staff comments and found in the December 8, 2020 agenda packet and made a part of PC- 2061 file.

A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a large initial "B" and a long, sweeping underline.

Billy Harless,
Community Development Director

KG



Midwest City Fire Marshal's Office

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



Re: PC - 2061

Date: 12 October 2020

PC-2061 is a request for a preliminary plat for the parcel located at 2500 S. Douglas. A preliminary plat was approved for this area earlier this year, however, since that time, the eastern portion of the parcel was rezoned from R-6, Single Family Residential to R-HD, High Density Residential.

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

Respectfully,

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

Duane Helmberger
Fire Marshal
Midwest City Fire Department

The 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.



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Applicant: Chris Webster - Status One
 Phone Number: 310-246-9975
 Address: 2500 S. Douglas

Preliminary Plat Requirements/Checklist – Planning

- Lot to be subdivided is less than 5 acres
- Lot to be subdivided has an area of more than 10,000 square feet

38-48.2	Zoning Compliance	
38-48.2	All lots shall conform to zoning district compliance.	X
38-48.4	Lot Shape	
38-48.4 (A) (B)	Lots shall generally be rectangular in shape. Flag lots are prohibited. Irregular lots shall meet all width, frontage and setback requirements as required by the zoning ordinance.	X
38-48.5	Lot Lines	X
38-48.5 (A) (1)	Side lot lines shall be at ninety degree angles or radial to street Right-of-Way lines to the greatest extent possible.	X
38-48.5 (B) (1)	All lot lines shall align along County, school district and other jurisdictional boundary lines.	X
38-48.6	Lot Orientation Restrictions	X
38-48.6 (A)	No single-family, two-family or townhome lot shall front onto or have a driveway onto any Arterial Street.	X
38-48.6 (B)	Lots are prohibited from backing to local streets.	X
38-48.7	Limits-of-No-Access – shown on preliminary plat	
38-48.7 (A)(1)	Low Density lots shall not derive access from an Arterial Street.	NA - RHD
38-48.7 (A)(2)	Lots facing Collector Streets should be minimized to the fullest extent.	NA - RHD
38-48.8	Lot Frontages	
38-48.8 (A)(1)	Each lot shall have adequate access to a street by having frontage on a street that is not less than 35' at the street Right-of-Way line. This also applies to lots fronting onto an eyebrow or bulb portion of a cul-de-sac.	X
38-48.8(B)(1)(a)	For single-family, two-family and townhomes, double frontage lots are prohibited from backing or having the side facing onto an Arterial Street without appropriate screening.	NA
38-48.8(B)(1)(b)	Where lots back or side onto an Arterial Street, no driveway access is allowed onto the Arterial Street.	NA
38-48.8(B)(2)	For multifamily and nonresidential lots, if lots have frontage on more than one street, a front building line must be established for each street.	NA
38-48.8(B)(3)	Residential lots should face the front of a similar lot, park or open space.	NA
38-48.10	Lot and Block Numbering	
38-48.10(A)	All lots within each phase of a development are to be numbered consecutively	X



The City of
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 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

	within each block. Each block shall have alpha or numeric designations.	
38-48.11	Building Lines	
	Building lines along all streets shall be shown on the Preliminary Plats and shall conform with the minimum setbacks for front, side and rear yards as required by the zoning district.	X
38-48.12	Block Requirements	
38-48.12(B)(1)	Blocks for residential uses shall not be longer than 1,800 feet measured along the center line of the block.	X
38-48.12(B)(2)	When a block exceeds 600 feet in length, the Planning Commission may require a dedicated easement not less than 15 feet wide and a paved crosswalk not less than 4 feet wide to provide pedestrian access across the block.	NA
38-48.12(C)(1)	Blocks used for residential purposes should be of sufficient width to allow for two tiers of lots of appropriate depth.	NA
38-48.12(C)(2)	Exceptions to the prescribed block width shall be permitted for blocks adjacent to major streets, railroads or waterways.	NA
38-48.12(C)(3)	Blocks intended for business and industrial use should be of a width suitable for the intended use, with due allowance for off-street parking and loading facilities.	X
38-48.14	Subdivision Name Requirement	
38-48.14(A)(1)	New subdivisions shall be named so as to prevent conflict or "sound-alike" confusion with names of other subdivisions.	X
38-48.14(A)(2)	Subdivisions with similar names shall be located in proximity to each other.	X
38-49.3	Subdivision Amenities – Where amenities are proposed in conjunction with a development, such amenities shall be reviewed and approved in accordance with the following:	NA- No amenities
38-49.3(A)	Preliminary plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the Preliminary Plat.	↓
38-49.3(B)	Plans for amenities shall then be incorporated into the screening plan and/or landscape plan for submittal as part of the construction plans.	
38-49.3(C)	Lighting plans for all outdoor amenities	
38-49.3(D)	Plans for structural elements shall be sealed by a licensed Professional Engineer and shall be considered for approval by the City.	
38-49.4	Design of Amenities	
38-49.4(A)(1)(a)	Entry features shall be constructed entirely on privately owned property and shall not suspend over a public Right-of-Way.	
38-49.4(A)(1)(b)	Minor elements of an entry feature may be placed within an entry street median upon Plat approval, provided that such street median is platted as a non-buildable lot and dedicated to a HOA for private ownership and maintenance.	
38-49.4(A)(1)(c)	An entry feature having a water pond, fountain or other water feature shall only be allowed if approved by the Planning Commission and City Council during the plat review process.	
38-	No entry feature, other than screening walls or extensions of screening walls,	



The City of
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 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

49.4(A)(1)(d)	may be constructed on any portion of a single-family, two-family or townhome					
38-49.4(A)(1)(e)	All such features shall be constructed on lots that are platted as "non-buildable" lots and dedicated to a HOA for private ownership and maintenance.		<i>NA - NO amenities</i> 			
38-49.4(A)(2)	Entry features shall not encroach into the visibility triangle or otherwise impair pedestrian or vehicular visibility.					
38-49.4(A)(3)	The maximum height for entry features and structures shall be the maximum height of the governing zoning district as measured from the nearest street or sidewalk grade.					
38-49.4(B)	If private recreation facilities are provided, they shall be centrally located within the overall development to the greatest extent possible.					
38-49.4(C)	All outdoor amenities shall provide appropriate lighting.					
38-49.4(D)	A detention or retention pond shall be considered an amenity if it meets the following design considerations:					
38-49.4(D)(1)	Located between the building and street or completely bounded by streets					
38-49.4(D)(2)	Viewable from public space					
38-49.4(D)(4)	Accessible by patrons					
38-49.4(D)(5)	Seating area, public art or fountain					
38-49.4(D)(6)	One tree or planter at least 16 square feet for every 200 square feet of open space, and be located within or adjacent to the open space.					
38-50.2	Homeowners' Association (HOA) Applicability					
38-50.2(A)	Any one or more of the following elements created as part of a development shall require formation of a HOA prior to recordation of a final plat in order to maintain the amenity or facility:		<i>Will be required with final plat</i>			
38-50.2(A)(1)	Amenity			<i>NA</i>		
38-50.2(A)(2)	100-year Floodplain			<i>X</i>		
38-50.2(A)(3)	Private streets			<i>NA</i>		
38-50.2(A)(4)	Thoroughfare screening			<i>NA</i>		
38-50.2(A)(5)	Detention or retention ponds			<i>X</i>		
38-50.2(A)(6)	Private park			<i>X</i>		
38-51.2	Applicability of Parks and Open Space Dedication					
This shall apply to all residential subdivision plats having a dwelling unit density of greater than one unit per net acre			<i>X</i>			
38-51.5(A)	The acreage to be contributed concurrent with the final approval by the City Council of any residential subdivision plat shall be determined by the following formula:		<i>Parkland Review Committee recommended approval of private park - maintain by HOA</i>			
	Two acres	X (multiplied by)		Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed
Which is						



The City of
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 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

2.38

94

.49 acre

	.002 acres	X (multiplied by)	Number of person per dwelling unit	X (multiplied by)	# of dwelling units projected for subdivision	=	Amount of land to be contributed	
38-51.6	Suitability of land							
38-51.6(A)(1)	The dedicated land should form a single parcel or tract of land at least 3 acres in size unless the Parkland Review Committee determines that a smaller tract would be in the public interest.							NA- Calc required less
38-52.3	Design requirements for parks and open space							
38-52.3(A)	Parks and open spaces shall be bounded by a street or by other public uses.							NA-PRIVATE PARK
38-52.3(B)(1)	Single-family and two-family residential lots shall be oriented such that they front or side onto parks and open spaces but do not back to them.							↓
38-52.3(B)(2)	Residential lots shall only be allowed to back onto a park or open space when:							
38-52.3(B)(2)(a)	A trail is provided within the related park or open space.							
38-52.3(B)(2)(b)	The sites physical character does not reasonably accommodate an alternative design or the layout of the subdivision complements the use of the use of park or open space (e.g., lots backing to a golf course.)							
38-52.3(C)(1)	A proposed development adjacent to a park of open space shall not be designed to restrict public visibility or reasonable access from other area developments.							
38-52.3(C)(2)	Street connections to existing or future adjoining subdivisions shall be required to provide reasonable access to parks and open space areas.							
38-52.3(D)(1)	Where a non-residential use must directly abut a park or open space area, the use shall be oriented such that it sides, and does not back onto the park or open space area if at all possible							
38-52.3(D)(2)	Nonresidential uses shall be separated from the park or open space by a minimum 6 foot tall decorative metal fence with an irrigated living screen.							
38-52.3(E)	Alleys should not be designed to encourage their use as a means of vehicular, bike or pedestrian travel to the park.							
38-52.3(F)(1)	Public access into parks and open spaces shall not be less than 50' in width at the public Right-of-Way line, at the street curb, and at any other public access point.							
38-52.3(F)(2)	Such access shall not be part of a residential lot or other private property.							↓
38-52.8	Hike-and-Bike Trail Requirements							
38-52.8(B)	Hike-and-Bike trails, especially those providing access too and along 100-year Floodplains and other open spaces, shall be in accordance with the following design criteria:							X
38-52.8(B)(1)	A minimum 30' wide level ground surface shall be provided for a 10' wide public hike-and-bike trail. The 30' wide level ground surface (compliant with ADA) may be provided within and/or outside of the 100-year floodplain.							LOMATS being completed which may adjust location of parkland trail easement
38-52.8(B)(2)	The Right-of-Way of a public street may count towards the 30' wide, ADA compliant level ground surface upon approval from the Director of Community Services.							NA

LOMATS being completed which may adjust location of parkland trail easement will be shown on final plat



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38-52.8(B)(4)	The hike-and-bike trail shall be designed to minimize visibility blind spots from public streets for public safety purposes.	X
38-52.8(C)(1)	The Director of Community Services shall have the authority to determine the placement of a public hike-and-bike trail at the time of the preliminary plat review and approval.	X
38-52.8(C)(2)	The location of such trails shall be safe and economical.	X
38-52.8(C)(3)	No development shall interrupt future trail routes or otherwise hinder efficient public access to or from an existing or future planned trail.	X
38-52.8(D)(1)	The location of trails within developments adjacent to or within a 100-year Floodplain recognized on the Trails Master Plan shall be coordinated with the Director of Community Services and shall be staked in the field by the developer and approved by the Director of Community Services prior to the submittal of a preliminary plat.	LOM this being completed This will affect the location of floodway therefore the trail. Trail and easement must be shown on final plat after LOM this updated
38-52.8(D)(2)	The location of the trail shall be specified on the preliminary plat as the approved location for the hike-and-bike trail, and an easement for such shall be shown on the preliminary plat and final plat for any portions of the trail that traverse private property.	LOM this updated
38-52.8(E)	When development is adjacent to an undeveloped property, a pedestrian access stub-out in conjunction with a street connection to the edge of the development shall be required to allow for future access between developments as indicated on the Trails Master Plan.	required when trail is developed
38-53.4	Tree Canopy Management Plan	
38-53.4	A Tree Canopy Management Plan shall be required as part of the preliminary plat. This only applies to sites five acres or larger.	X
38-53.5(B)(1)	The applicant shall prepare a Tree Canopy Management Plan and shall submit the plan as part of the preliminary plat application.	X
38-53.5(B)(2)	Within the Tree Canopy Management Plan, the applicant shall provide the following information:	
38-53.5(B)(2)(a)	Pre-development tree canopy coverage (as determined by the City)	X
38-53.5(B)(2)(b)	Post-development tree canopy coverage (as determined by the applicant)	X
38-53.5(B)(2)(c)	Visual identification of tree canopy to be removed.	X
38-53.5(C)(1)	Tree Canopy Management Plan shall be reviewed by the Director of Community Development for compliance with all standards.	waiver requested
38-53.5(C)(2)	After reviewing the Tree Canopy Management Plan, the Director of Community Development shall make a recommendation to the Planning Commission and City Council. The Director must act within 30 days of the official filing date of the preliminary plat application.	
38-53.6	Tree Preservation Requirements	
38-53.6(A)	Option A (Standard Option) -- Only trees in the following areas may be removed:	



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38-53.6(A)(1)	The Tree Canopy or any tree located within any street Right-of-Way may be removed.	Waiver requested
38-53.6(A)(2)	The Tree Canopy or any tree located within any area dedicated for water, wastewater, drainage and other similar infrastructure needs may be removed.	↓
38-53.6(A)(3)	The Tree Canopy or any tree located within any area required by the subdivision ordinance for a site feature, such as a screening wall, may be removed.	
38-53.6(B)	Option B (Alternative Compliance)	
38-53.6(B)(1)	The applicant may elect to develop a site using the Residential Cluster Development option.	NA
38-53.6(B)(2)	In the design of the Tree Canopy Management Plan, if a Residential Cluster Development Option is used, only the Tree Canopy or trees within the designated open space areas shall be preserved.	
38-53.7	Tree Mitigation Plan – Required if trees are removed prior to approval of a Tree Canopy Management Plan	
38-53.7(B)(2)	Tree Mitigation Requirements:	NA- Waiver requested
38-53.7(B)(2)(a)	The applicant shall calculate the area of Tree Canopy that should have been preserved under Option A or Option B.	
38-53.7(B)(2)(b)	The resulting calculation shall be the amount of Tree Canopy that shall be restored.	
38-53.7(B)(2)(c)	Replacement trees shall be required to cover an area equal to the calculated restoration area.	
38-53.7(B)(2)(d)	The applicant shall calculate the number of replacement trees needed to cover the calculated restoration area.	
38-53.7(B)(2)(e)	In calculating the area for replacement trees, the mature size of replacement trees shall be used.	
38-53.7(B)(2)(f)	In calculating the area for replacement trees, only large trees shall be used.	
38-53.7(B)(2)(g)	Tree Canopy coverage at maturity is to be obtained through the planting of 2.5 inch caliper trees at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(h)	Replacement trees shall be a minimum 2.5 inch caliper trees.	
38-53.7(B)(2)(i)	Replacement trees shall be planted at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(j)	The Tree Canopy Management Plan shall show graphically the location of each replacement tree.	
38-53.7(B)(2)(k)	The number of replacement trees shall be shown in a tabular format and indicated the tree species and area of coverage assumptions for each tree species at maturity.	
38-53.7(B)(2)(l)	Replacement trees shall be planted prior to the approval of a final plat.	
38-53.7(B)(3)	Alternative Tree Mitigation Requirements	



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Administrative		
One digital copy of the preliminary plat		X
Three 24x36 copies of the preliminary plat to scale		X
Name of subdivision centered at the top of the preliminary plat.		X
Name of city, county, state, section, township and range centered and printed at the top of the preliminary plat.		X
Name and address of the owner of record, the subdivider, the owners engineer and the registered surveyor preparing the plat.		X
Legal description of the property to be subdivided, including the acreage and number of proposed lots in the subdivision.		X
Key map showing the location of the property to be subdivided referenced to existing or proposed arterial streets or highways.		X

Preliminary Plat Requirements/Checklist - Zoning

5.14.1	Lot Variety Required (required for areas 5 acres or larger)	
5.14.1(A)	Applicability – This section only applies to single-family residential developments of 5 acres or larger.	NA- multi-family
5.14.1(B)(1)	15% of lots within a development shall be larger than the minimum lot size. Lots shall be increased at least 20% of the minimum lot size.	
5.14.1(B)(2)	15% of lots within a development may be smaller than the minimum lot size. Lot sizes shall not be reduced greater than 20% of the minimum lot size.	
5.14.1(C)	Single-family lots shall not be smaller than 6,000 square feet.	
5.14.1(D)	Lots of various sizes shall be evenly distributed throughout a development.	

Additional Notes:



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Applicant: Statusone
 Phone Number: _____
 Address: 2500 S Douglas Blvd

Preliminary Plat Requirements/Checklist - Engineering

The preliminary plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

38-18	Preliminary Plat:	
Administrative	North arrow, scale, date, and site location map	BB
Administrative	The total number of lots	BB
Administrative	The total area of development	BB
Administrative	The location of proposed lots, areas in Acres and Square Feet, and dimensions.	BB
Administrative 38-42.3(b)(3)	The location of property lines, existing easements, buildings, fences, cemeteries or burial grounds, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location of any natural features such as water courses, water bodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.	BB
Administrative	The location of all existing or abandoned oil or gas wells, oil or gas pipelines and other appurtenances associated with the extraction, production and distribution of petroleum products and all related easements on the site or on immediately adjacent property.	BB
13-18.2(c)	The applicant shall furnish with the application to the city a current title commitment issued by a title insurance company authorized to do business in Oklahoma, a title opinion letter from an attorney licensed to practice in Oklahoma, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the preliminary plat.	---
Administrative	The legal metes and bounds of the property being developed.	BB
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	BB



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13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	----
Administrative	Location of Floodplain if adjacent or within development	BB
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	none
Administrative 38-43.3(a)(1)	Show the location and size of water mains.	BB
Administrative 38-43.3(a)(1)	Show the location and size of wastewater mains.	BB
Administrative 38-43.3(a)(2)	Show the location and specifications for fire hydrant systems.	BB
Administrative	Finish floor elevations for all pad sites	BB
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	BB
Administrative	Show the proposed street layout and right of ways.	BB
38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	BB
38-45.4(d)	All access points to existing roadways and be of the required number.	BB
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	--
38-45.4(n)	The names of all new proposed streets.	BB
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2(a)(1) 38-44.3(a)(2)	Preliminary stormwater management plan (SWMP)	BB
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	BB
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	



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38-44.3(b)(3)	If no preliminary drainage plan is required [only upon city engineer's approval, see 38-44.44 (b)(3)]: show existing drainage patterns, runoff coefficients, and the proposed changes to these items (before and after development)	BB
38-44.3(c)	The preliminary SWMP must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43), including control/sediment plans	BB
38-18.2(a)(2) 38-44.4(a)(2)	Preliminary drainage plan	BB
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	BB
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	none
38-44.4(c)(1)	The preliminary drainage plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development.	BB
38-44.4(c)(2)	The preliminary drainage plan must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43)	BB
38-44.4(d)(1)	Three (3) paper copies of the preliminary drainage plan	electronic
38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"	
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional	
38-44.5	If the development proposed is adjacent to or within the 100-year floodplain the following are required:	BB
38-44.6(a)	No Development within a floodway.	BB
38-44.6(b)(1)	All 100-year floodplains shall be maintained in an open natural condition	BB
38-44.6(b)(2)(a)	The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA	Permanent Easement proposed
38-44.6(b)(3)(b)	No portion of a single-family or two-family residential lot shall exist within the 100-year floodplain	Permanent Easement proposed
38-44.5(b)(3)(c)	A fifteen-foot wide maintenance easement adjacent to the floodway	BB
38-44.5(b)(3)(e)	All streets adjacent to a 100-year floodplain shall have a minimum ROW width of fifty (50) feet.	BB
38-44.5(b)(3)(f)(2)	All streets adjacent to a 100-year floodplain shall have a minimum sixty (60) percent of the linear frontage	BB
38-44.5(b)(3)(f)(3)(a)	Not more than one (1) cul-de-sac in a row adjacent to 100-year floodplain	BB



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38-44.5(b)(3)(f)(2)(b)(1)	A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.	Permanent Easement proposed
38-44.5(b)(3)(f)(2)(b)(2)	An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek	
38-18.2(a)(3) 38-43.3	Preliminary utility plan	BB
Administrative	The preliminary utility plan shall show the location and width of all adjacent utility easements	BB
38-38.43.2(2)	Width of all proposed utility easements	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of water mains.	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of wastewater mains.	BB
38-43.3(a)(2)	The preliminary utility plan shall include plans and specifications for fire hydrant systems.	BB
38-43.4(b)	All water and wastewater utilities including connections within the ROW or easements shall be vested to the city.	BB
38-43.4(d)	No utility or service lines shall cross another lot.	BB
38-43.4(e)	Any utility adjacent to non-city government roads shall be constructed outside that ROW and in a separate easement unless agreed upon by non-city owner and Midwest City	BB
38-18.2(a)(5)	Preliminary site development plan	BB
Administrative	Finish floor elevations for all pad sites	BB
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	BB
38-18.2(a)(6)	Street layout plan	BB
Administrative	The classification of every street within or adjacent to the development.	
38-45.4(b)	The streets within the development shall conform to the city's comprehensive plan.	BB
38-45.4(c)	The proposed street system shall extend all existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	BB
38-45.4(d)	The street layout plan shall show all access points to existing roadways and be of the required number.	BB

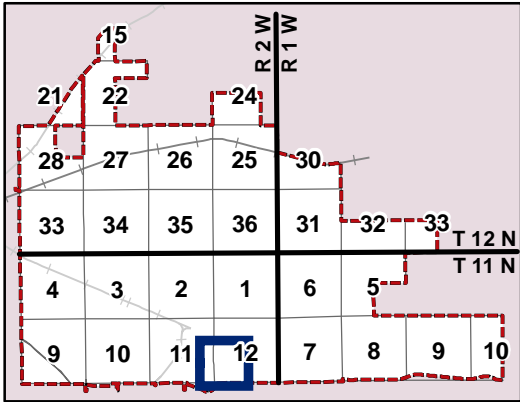


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38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	NA
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	BB
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2 (a) (7)	Street signage and striping plan	---
Administrative	Proposed signage of development	BB
Administrative	Proposed striping if required	---
38-18.2 (a) (9)	Other plans	
Administrative	If fee in lieu of improvements: include quantities and cost estimates	
Engineering Comments and Recommendations:		
Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:		



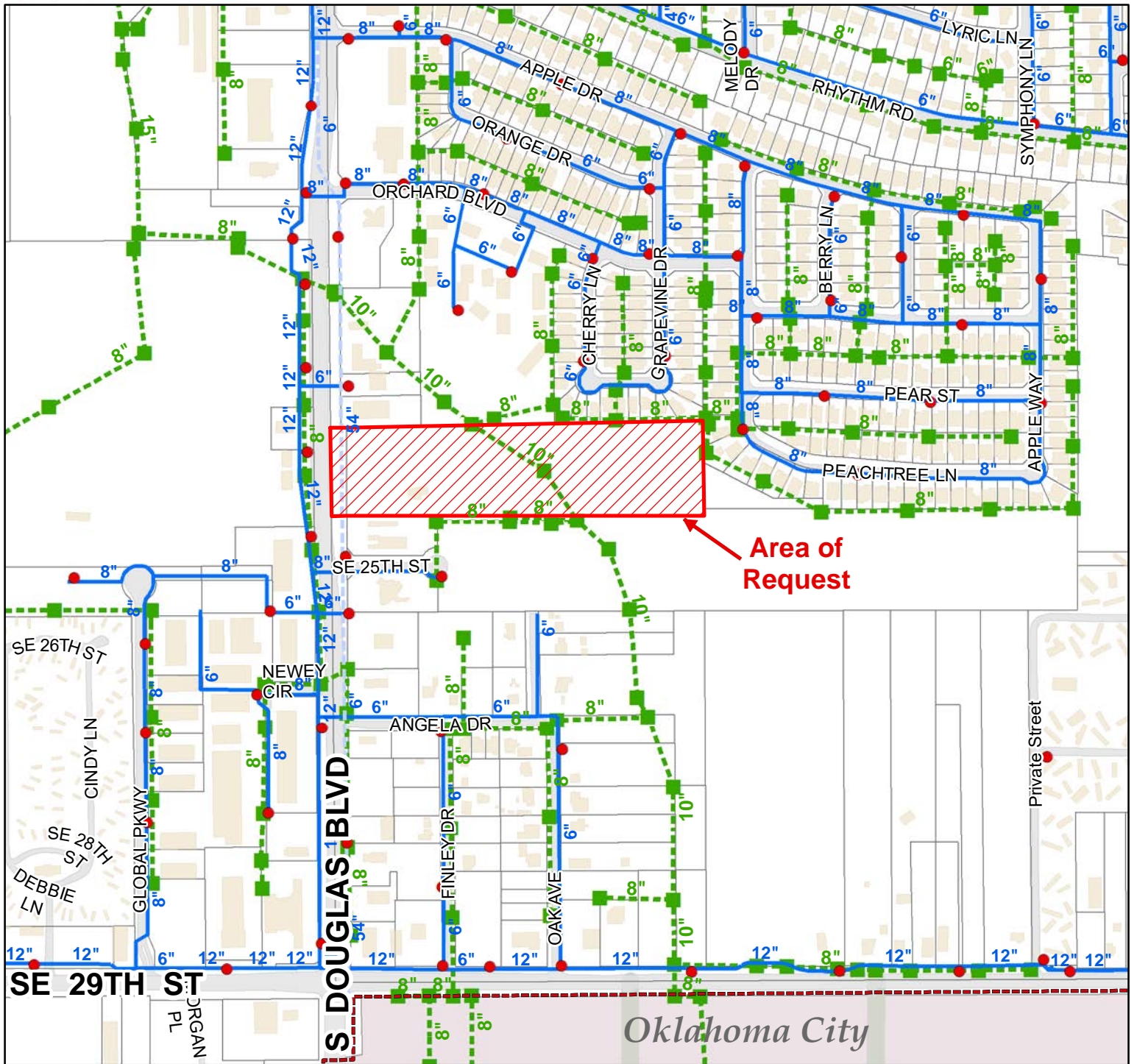
Locator Map



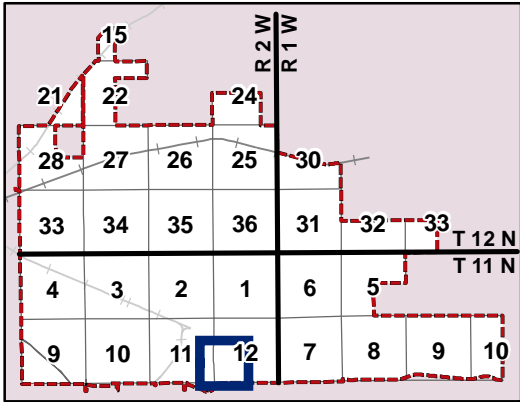
**3/2020 NEARMAP AERIAL VIEW FOR
PC-2061
(SW/4, Sec. 12, T11N, R2W)**



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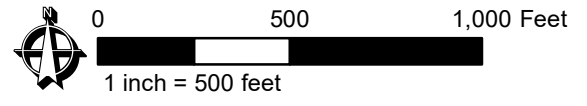
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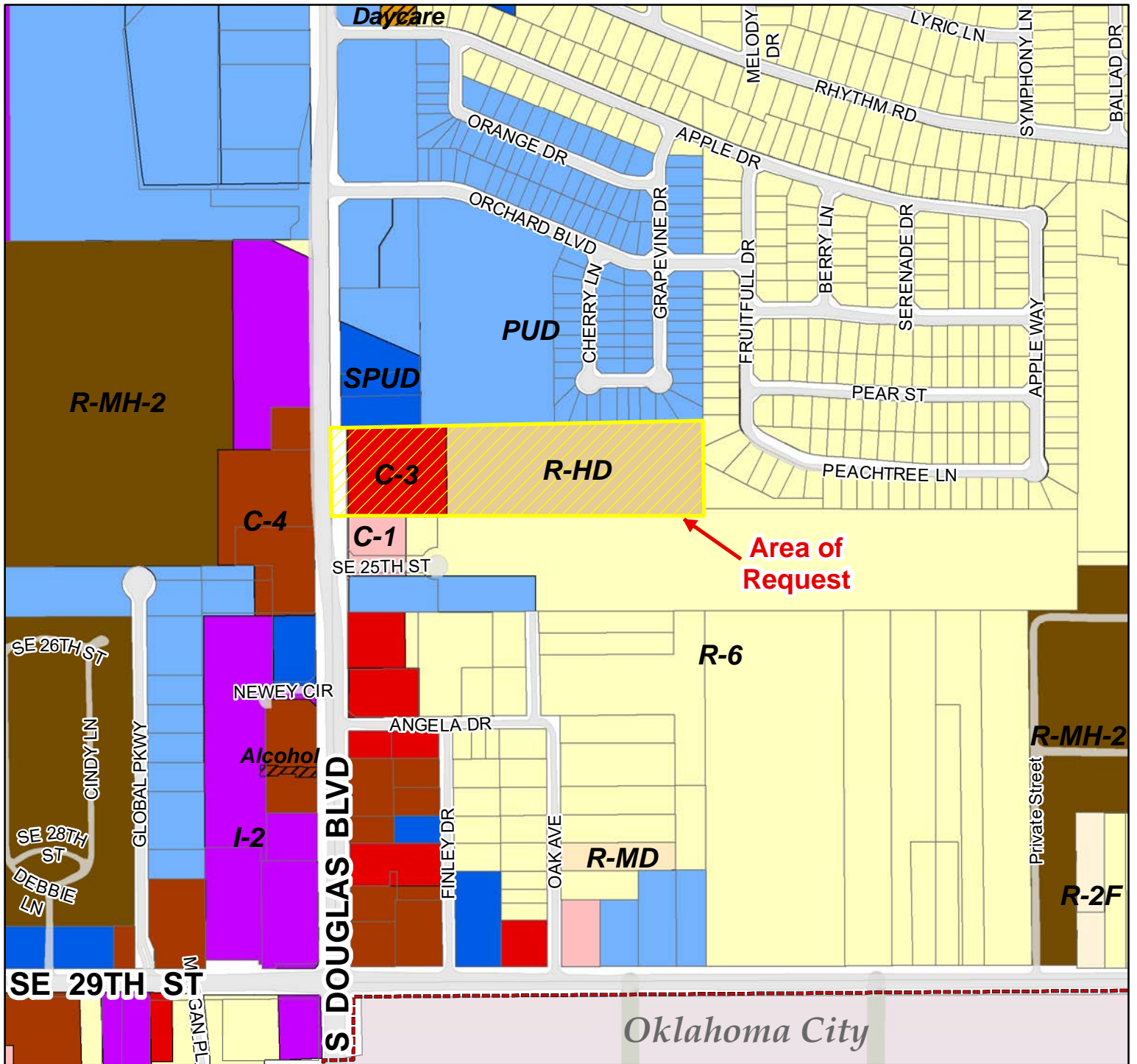
Water/Sewer Legend

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

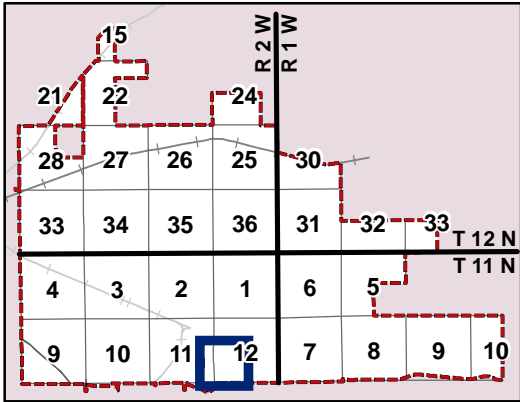
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2061
(SW/4, Sec. 12, T11N, R2W)**



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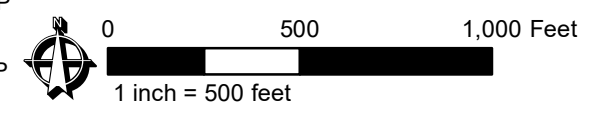
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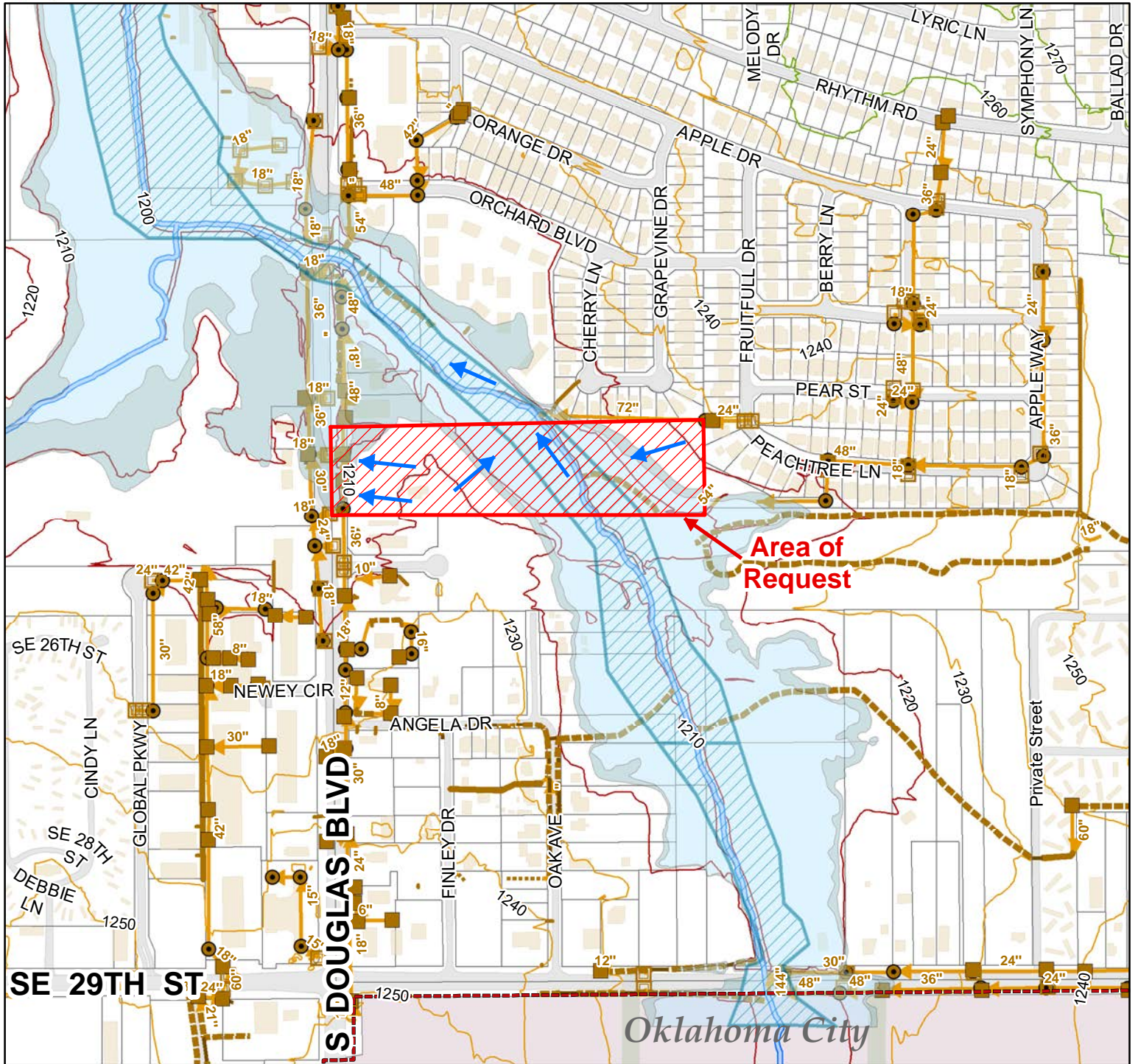
Current Zoning Legend

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

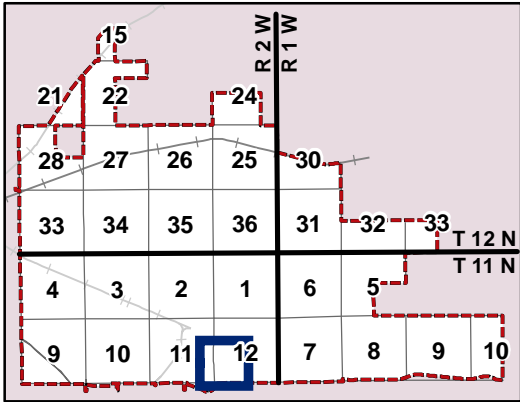
**ZONING MAP FOR
PC-2061
(SW/4, Sec. 12, T11N, R2W)**



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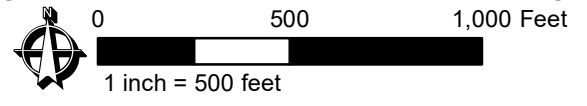
Locator Map



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

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

DRAINAGE LOCATION MAP FOR PC-2061 (SW/4, Sec. 12, T11N, R2W)



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The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

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

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: October 14th, 2020

Subject: Engineering staff comments for pc-2061 preliminary plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2061:

Note: This application is for a preliminary plat of StatusOne located at 2500 S Douglas Boulevard.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

It should be noted that a fifty four (54) inch OKC water main runs along the eastern side of Douglas Boulevard. The developer cannot utilize this water main and may cause difficulty when crossing with proposed utilities. Caution during design and construction is advised.

Water Improvements

There is a twelve (12) inch public water main running along the west side of Douglas Boulevard.

The applicant has proposed teeing into this water main, boring across Douglas Boulevard and extending an eight (8) inch public water main to all of the proposed lots as required in Municipal Code 43-32. The lines will be within the proposed right of way for Cedar Creek Lane.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

The proposed development has access to multiple different sewer lines.

- A ten (10) inch main runs south to north along the west side of Soldier Creek, bisecting the proposed development:
- There is a system of eight (8) inch lines servicing the Orchard Subdivisions which generally border the northeast corner of the proposed development.
- An eight (8) inch sewer runs along the western side of Douglas Boulevard from south to north.
- An eight (8) inch main extends along a portion of the southern boundary of the proposed development and eventually flows in the ten (10) inch line described above.

The applicant has proposed constructing a public sewer main providing service to all of the proposed lots by extension of the eight (8) inch line running along the northern boundary. This line will be constructed in a twenty (20) foot easement dedicated on the plat.

Connection to the public sanitary sewer system for domestic service is a building permit requirement per Municipal Code Chapter 43-109 for all lots.

Streets and Sidewalks

The proposed development is divided by a regulated creek which hinders access across the entire property.

Douglas Boulevard is listed as a primary arterial in the 2008 Comprehensive Plan. A right-of-way of 120 feet is required, 60 feet on each side of centerline with an additional ten (10) foot utility easement adjacent to the proposed development. It will be required to be dedicated on the final plat if not already existing.

The applicant proposes to construct a public local street, Cedar Creek Lane, with sidewalks to service the area of request. Access to all the lots is proposed of Douglas Boulevard via an approximate 410 foot long Cedar Creek Lane which is proposed to have a hammerhead type turn around.

Sidewalk currently exists across the frontage of Douglas Boulevard. Additional sidewalk will be required on both sides of the proposed internal roadway and ramps constructed to current standard aligned north/south at the intersection with Douglas Boulevard. This sidewalk will be required to be built prior to the final plat application as per Section 38-47.2. Any work to the existing drives or sidewalk will require current Midwest City standard.

Improvement plans for the street and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road. The subdivision plan also requires the connection of roads in a proposed subdivision if the proposal contains fifty or more proposed lots. This application falls below that threshold at three lots. The applicant proposes to construct a public local street that is a cul de sac with one point of ingress / egress.

Drainage and Flood Control, Wetlands, and Sediment Control

The proposed development is rolling with a creek bisecting the property and a ridge on the approximate western quarter. Drainage to the proposed development generally is as follows:

- A developed storm sewer exists running along the east side of Douglas Boulevard draining south to north. This line serves to drain the right-of-way and does not have a known capacity.
- Soldier Creek bisects the property, running from south to north. Soldier Creek is a regulated creek with the existence of regulated FEMA floodway and floodplain.
- On the southeast corner of the proposed development lies an outfall from a detention pond serving the Orchard 2nd Addition. This outfall then runs across the proposed development via a natural channel to Soldier Creek. This drainage is contained within the regulated floodplain.
- Sheet flow comprises of the rest of the drainage both into and out of the proposed development.

All the drainage eventually flows into Soldier Creek. Currently, the proposed development tract has one (1) house but is otherwise undeveloped with no improvements or structures.

The applicant has proposed that a common detention pond handle lot 1 and lot 3 as well as the road infrastructure. Lot 2 will require separate detention as condition of any applied building permit.

The area of request is dissected by a regulated floodway and flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. The developer will be required to complete a Letter of Map Revision – Fill (LOMR-F) based on

100 N. Midwest Boulevard, Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 X FAX (405)739-1399

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amount of suggested fill in the floodplain. A LOMR-F is regulated by Army Corps of Engineers and is required to be approved prior to final platting.

No identified wetlands are located on or abutting the proposed development as shown on the National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, access October 15th, 2019.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Floodplain requirements related to ordinance

The developer has agreed to dedicate any 100 year floodplain to the city in the form of an easement. Although not spelled out directly in Sec. 38-44.6(b)(3)(a); this applies to the intent of the ordinance to have the floodplain be dedicated to an entity responsible for maintenance and preservation. An access easement will also be dedicated from Cedar Creek Lane to the floodplain easement.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

A 15' Utility easement will be required to be dedicated along the southern property line per 38-48.15.(c)(2).



View looking from South to the North



View looking from frontage east towards Lot 3 and existing structure

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Propose outflowing detention pond to this existing inlet

View looking from the frontage east towards Lot 1



View looking east from the northern property boundary

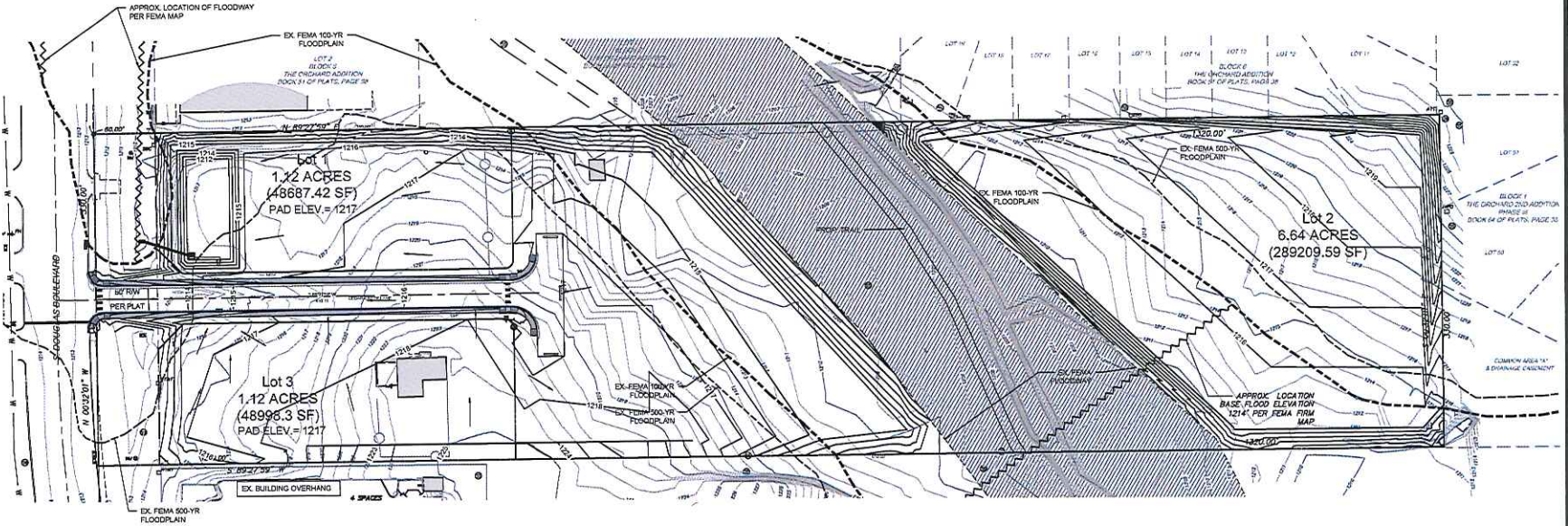


Existing drive on Douglas, roughly lot 1 (northern half of property)



Existing drive on Douglas in the middle of the property, approximate location of StatusOne Dr.

PRELIMINARY SITE DEVELOPMENT PLAN



PROJECT:
STATUSONE

MIDWEST CITY, OKLAHOMA

PROJECT NUMBER: 19126
DRAWING DATE: 09.30.20
ISSUE DATE: 09.30.20

SEAL:

SUBMITTAL:
PERMIT SET

REVISIONS:

NO.	DATE	DESCRIPTION

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DRAWING TITLE:

SHEET:



NOT TO SCALE

PROJECT:
STATUSONE

MIDWEST CITY, OKLAHOMA

PROJECT NUMBER: 19128
 DRAWING DATE: 09.09.20
 ISSUE DATE: 09.09.20

SEAL:

SUBMITTAL:
PERMIT SET

REVISIONS:

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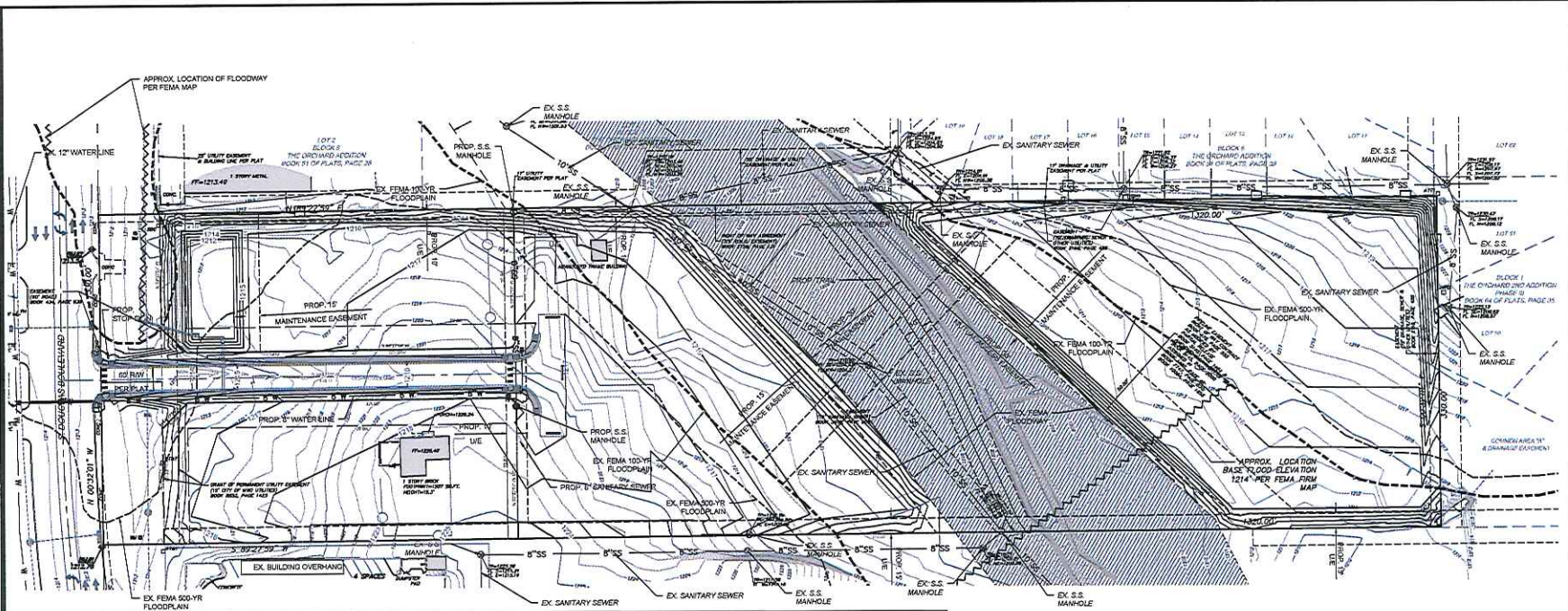
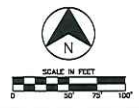
DRAWING TITLE:

UTILITY PLAN

SHEET:

C2.00

PRELIMINARY UTILITY PLAN



UTILITY NOTES

- A. CONTRACTOR SHALL REFER TO THE CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE WRITTEN SPECIFICATIONS, CONSTRUCTION DRAWINGS, STORM WATER POLLUTION PLAN, AND GEOTECHNICAL REPORT.
- B. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE OWNERS DESIGN GUIDELINES AND SPECIFICATIONS, AND WHERE APPLICABLE SHALL MEET THE REQUIREMENTS OF THE GOVERNING/PERMITTING AUTHORITY HAVING JURISDICTION.
- C. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN HORIZONTAL AND VERTICAL CONTROL, REFERENCE POINTS AND CONSTRUCTION STAKING AS INCIDENTAL TO THE PROJECT.
- D. THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS/PROPERTY LINES/UTILITIES/DRAINAGE PRIOR TO CONSTRUCTION START.
- E. ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED AS INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT.
- F. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND MEP PLANS AND SPECIFICATIONS BEING A PART OF THE CONSTRUCTION DOCUMENTS FOR THE EXACT LOCATIONS AND DIMENSIONS OF ENTRY, EXIT PORCHES, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE, AND DOWNSPOUT LOCATION/SPECIFICATIONS/DETAILS.
- G. REFER TO ARCHITECTURE PLANS FOR SITE LIGHTING/LIGHT POLE BASES AND ELECTRICAL CONDUIT PLACEMENT AND SPECIFICATIONS. POLE LOCATIONS ARE SHOWN ON THIS SHEET FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND ADJUST ANY CONSTRUCTED CONFLICTS WITH UNDERGROUND UTILITIES, SIDEWALKS, ETC.
- H. CONTRACTOR IS REQUIRED TO CALL ONE CALL AS WELL AS THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION/CONSTRUCTION ACTIVITIES TAKE PLACE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.
- I. CONTRACTOR SHALL ENSURE ALL CONSTRUCTED UTILITIES MEET THE MINIMUM SEPARATION AND COVER REQUIREMENTS SET FORTH BY THE PROVIDER, FEDERAL/STATE/LOCAL REGULATIONS, OR SPECIFICATIONS. IN THE EVENT THERE IS A CONFLICT THE MOST STRINGENT SHALL APPLY.
- J. GENERAL CONTRACTOR TO PROVIDE 2'X2' THICK CONCRETE APRON AT ALL CLEANOUTS, VALVES AND METERS OUTSIDE OF BUILDING.
- K. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TAP AND TIE ON FEES REQUIRED, AS WELL AS COST OF UNDERGROUND SERVICE CONNECTIONS TO THE BUILDINGS.
- L. THRUST BLOCKING SHALL BE PROVIDED AT ALL BENDS, TEES, AND FIRE HYDRANTS.
- M. DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
- N. ALL WATER AND SANITARY SEWER LEADS TO BUILDING SHALL END 5' OUTSIDE THE BUILDING LIMITS AS SHOWN ON PLAN AND SHALL BE PROVIDED WITH A TEMPORARY PLUG AT END.
- O. ALL FIRE HYDRANTS SHALL BE PROVIDED WITH AN APPROVED GATE VALVE A MAXIMUM OF 5' (UNLESS OTHERWISE SPECIFIED BY CITY OFFICIAL) FROM HYDRANT.
- P. CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED TO ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PERFORMANCE CRITERIA AS REQUIRED BY OSHA.
- Q. REFER TO FIRE PROTECTION SHEETS FOR LOCATION AND DETAIL OF FIRE LINE LEAD IN. FIRE LINE SHALL BE STUBBED UP 1' ABOVE FFE IN SPRINKLER ROOM.
- R. REFER TO PLUMBING SHEETS FOR LOCATION AND DETAILS OF SEWER, DOMESTIC, AND IRRIGATION CONNECTIONS.
- S. CONTRACTOR SHALL REFER TO IRRIGATION PLANS FOR ACTUAL LOCATION, SIZE, LENGTH AND DEPTH. TEMPORARILY PLUG BOTH ENDS. IRRIGATION CONTRACTOR WILL REMOVE TEMPORARY PLUGS, INSTALL LINES AND PROPERLY SEAL BOTH ENDS.
- T. THE FIRE DEPARTMENT CONNECTION (FDC) SHALL BE LOCATED ON THE STREET SIDE OF ANY STRUCTURE. THE FDC SHALL BE LOCATED AND ARRANGED SO THAT THE HOSE LINES CAN BE READILY ATTACHED TO THE INLETS WITHOUT INTERFERENCE FROM OBJECTS.
- U. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE EXTENSIONS OF ALL UTILITY SERVICE LINES TO THE MAIN UTILITY LINES.
- V. ALL CONDUIT SHALL BE SCHEDULE 40 PVC, UNLESS OTHERWISE NOTED.
- W. CONTRACTOR SHALL REFER TO LANDSCAPE AND IRRIGATION PLAN FOR LOCATION AND CONSTRUCTION DETAILS OF LANDSCAPING AND IRRIGATION.



PROJECT: **STATUSONE**

MIDWEST CITY, OKLAHOMA

PROJECT NUMBER: 19120
 DRAWING DATE: 09/30/20
 ISSUE DATE: 09/30/20

SEAL:

SUBMITAL: **PERMIT SET**

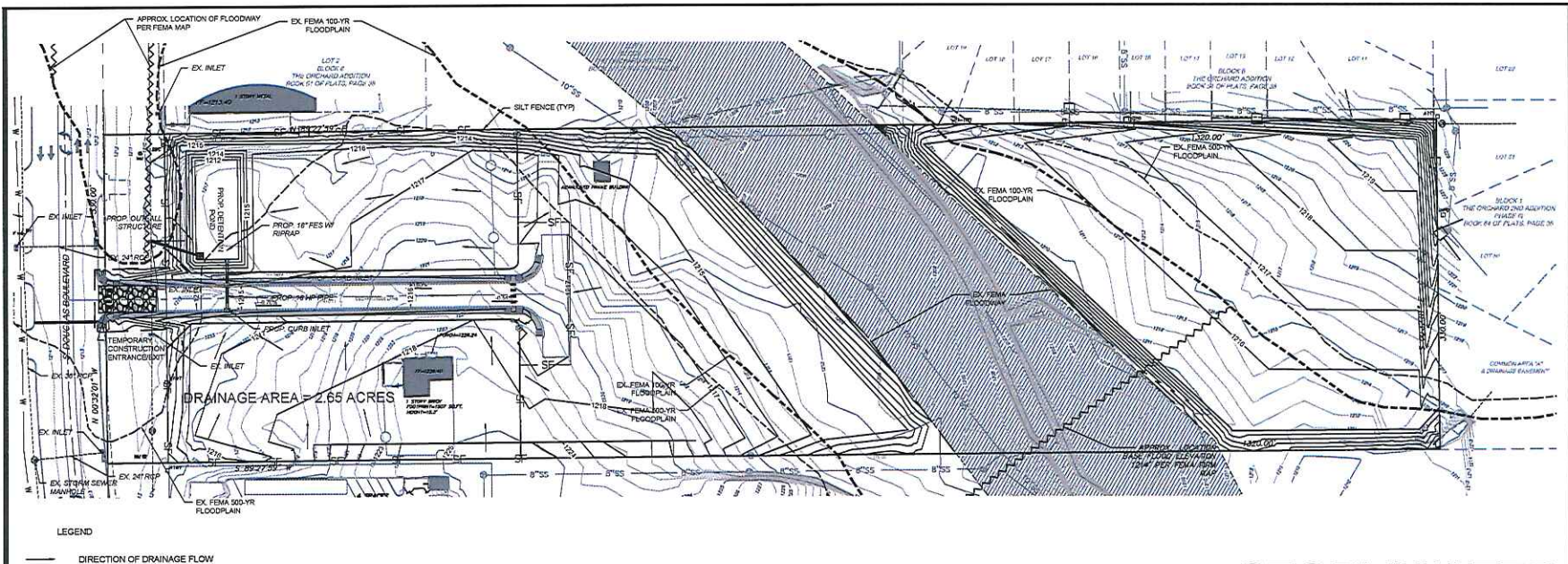
REVISIONS:

NO.	DATE	DESCRIPTION

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DRAWING TITLE: **STORMWATER MANAGEMENT PLAN**

SHEET: **C4.00**



- ### EROSION CONTROL NOTES
- SEDIMENT BASINS ARE ATTRACTIVE TO CHILDREN AND CAN BE VERY DANGEROUS. IN ALL CASES, LOCAL ORDINANCES AND REGULATIONS REGARDING HEALTH AND SAFETY MUST BE ADHERED TO.
 - ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION PLAN OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF OKLAHOMA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
 - ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
 - BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
 - CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
 - GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, DARK OILY PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
 - ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DEFENDED AND PROPERLY TREATED OR DISPOSED.
 - SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CERTAIN AND CLEAN UP FUEL OR CHEMICAL SPILLS AND LEAKS.
 - DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
 - RUBBISH, TRASH, CARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
 - ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
 - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 14 DAYS, SHALL BE TEMPORARILY SEEDED. THESE AREAS SHALL BE SEEDING NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
 - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDING NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.
 - IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
 - ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
 - CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
 - ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREA SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
 - SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
 - DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) TO PREVENT EROSION.
 - ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
 - A 3' STRIP OF SOG SHALL BE PLACED ALONG THE EDGE OF ALL PAVING TO ACT AS A SEDIMENT BUFFER AND AID IN THE ESTABLISHMENT OF VEGETATION.

LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	EXISTING CONCRETE CURB AND GUTTER
	PROPOSED CONCRETE CURB AND GUTTER
	PROPOSED FIRE LANE STRIPING
	UNDERGROUND ELECTRIC
	GAS LINE
	UNDERGROUND TELEPHONE
	UNDERGROUND FIBER OPTIC
	SANITARY SEWER
	WATERLINE
	BENCHMARK
	EX. FIRE HYDRANT
	EX. WATER VALVE
	EX. WATER METER PIT
	EX. WATER METER
	PROP. WATER METER
	EX. SPRINKLER VALVE
	EX. AUTO SPRINKLER
	EX. ELECT. PEDESTAL
	EX. ELECT. TRANSFORMER
	EX. ELECT. METER
	PROP. ELECT. METER
	EX. AIR CONDITIONER
	EX. SIGNAGE
	EX. LIGHT POLE
	PROP. LIGHT POLE
	EX. BOLLARD
	PROP. INLETS (SEE GRADING PLAN FOR TYPE)
	LIMITS OF DISTURBANCE
	SILTY FENCE
	TEMPORARY DIVERSION DIKE
	SODDING
	INLET PROTECTION
	CONCRETE WASHOUT AREA

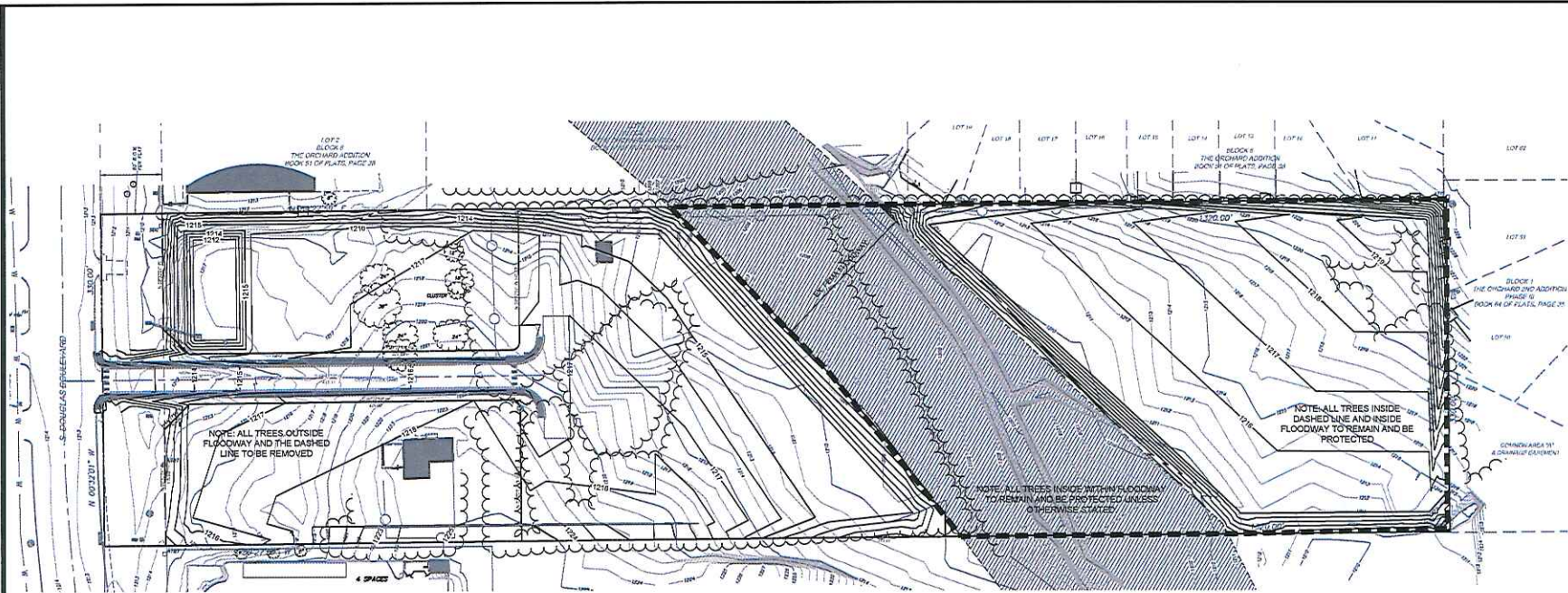
- ### SEQUENCE OF CONSTRUCTION
- #### PHASE 1
- A PRE-CONSTRUCTION MEETING SHALL BE HELD BY THE GENERAL CONTRACTOR'S MANAGER, AND THE OPERATOR'S ENGINEER PRIOR TO LAND DISTURBING ACTIVITIES.
 - PREPARE AND PULL ALL NECESSARY PERMITS.
 - CONSTRUCT TEMPORARY CONSTRUCTION EXITS AT LOCATIONS SHOWN ON THE SWPPP PLANS AND PREPARE TEMPORARY PARKING AND STORAGE AREA. UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING LAY DOWNS, PORTA-TOILET, WASH, CONCRETE WASHOUT, MASON'S AREA, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., DENOTE THEM ON THE SITE MAPS IMMEDIATELY AND NOTE ANY CHANGE IN THE LOCATIONS AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.
 - CONSTRUCT THE SILT FENCES ON THE SITE. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION AND CERTIFICATION OF BMP'S. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORMWATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
 - INSTALL PUBLIC WATER, SEWER AND BOX CULVERT
 - DEMO, CLEAR AND GRUB THE SITE.
 - BEGIN GRADING THE SITE.
 - START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
 - DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED.
- #### PHASE 2
- INSTALL UTILITIES, UNDER DRAINS, STORM SEWERS, CURB AND OUTLET.
 - INSTALL INLET PROTECTION DEVICES.
 - INSTALL RIN RAP AROUND OUTLET STRUCTURES.
 - FINALIZE PAVEMENT SUBGRADE PREPARATION.
 - INSTALL BASE MATERIAL AS REQUIRED FOR PAVEMENT.
 - PAVE LOT.
 - REMOVE TEMPORARY CONSTRUCTION EXITS ONLY PRIOR TO PAVEMENT CONSTRUCTION IN THESE AREAS. (THESE AREAS TO BE PAVED LAST)
 - DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED.
 - FINE GRADE AND INSTALL PERMANENT SEEDING AND PLANTINGS.
 - REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROLS DEVICES (ONLY IF SITE IS STABILIZED)
 - REMOVE INLET PROTECTIONS AROUND INLETS AND MANHOLES NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED BASE COURSE

STORMWATER MANAGEMENT PLAN

HISTORIC FLOW
 Q50=7.88 CFS
 Q100=8.61 CFS

PROPOSED FLOW
 Q50=7.63 CFS
 Q100=8.31 CFS





NOTE: TREES TO BE PROTECTED AND REMAIN IF POSSIBLE

NOTE: ALL TREES OUTSIDE THE DASHED LINE AREAS TO BE REMOVED UNLESS OTHERWISE STATED.

PRELIMINARY TREE CANOPY PLAN



PROJECT: **STATUSONE**

MIDWEST CITY, OKLAHOMA

PROJECT NUMBER: 19120
 DRAWING DATE: 05.30.20
 ISSUE DATE: 09.30.20

SEAL:

SUBMITTAL: **PERMIT SET**

REVISIONS:

NO.	DATE	DESCRIPTION

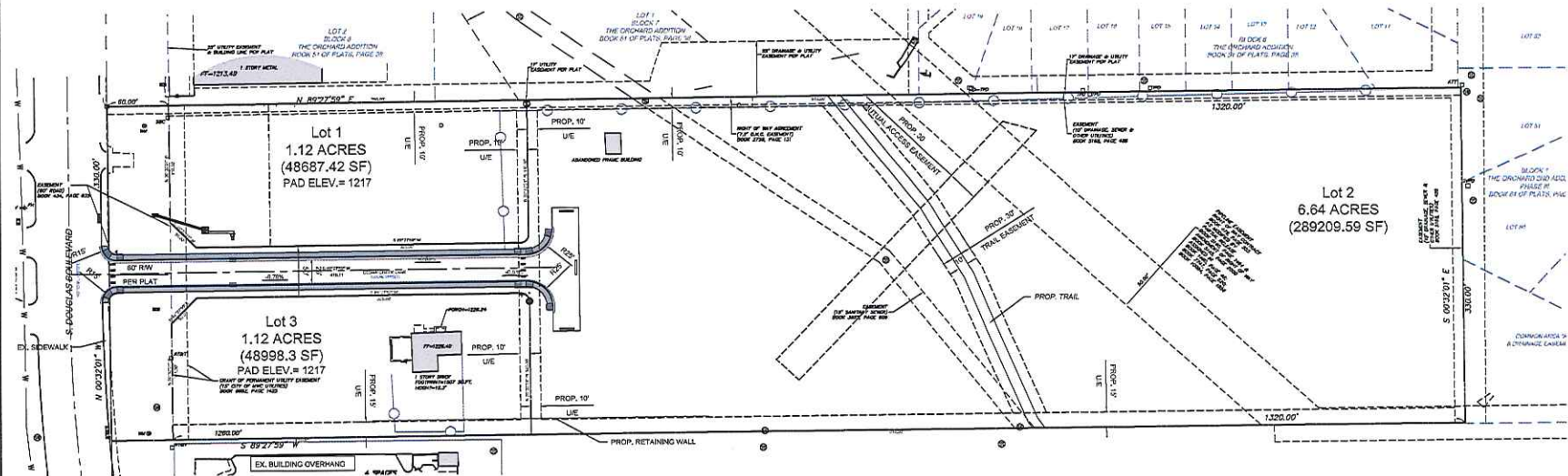
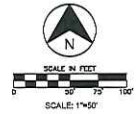
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DRAWING TITLE: **TREE CANOPY PLAN**

SHEET: **C5.00**



STREET LAYOUT PLAN



NOTE: ALL STREET SHALL BE BUILT TO THE CITY OF MIDWEST CITY STANDARDS AND SPECIFICATIONS

SITE DATA	
LOT INFORMATION:	
NUMBER OF LOTS: 3	
TOTAL AREA OF DEVELOPMENT: 10.00 ACRES	

CURVE TABLE (LOTS)					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	23.11'	25.00	52°57'26"	N 62°59'16" E	22.29'
C2	289.43'	58.00	285°56'53"	N 00°32'01" W	59.88'
C3	23.11'	25.00	52°57'26"	N 64°03'18" W	22.29'

LEGEND	
	BOUNDARY LINE
	RIGHT OF WAY LINE
	EASEMENT LINE
	EXISTING CONCRETE CURB AND GUTTER
	PROPOSED CONCRETE CURB AND GUTTER
	PROPOSED FIRE LANE STRIPPING
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	GAS LINE
	UNDERGROUND TELEPHONE
	UNDERGROUND FIBER OPTIC
	SANITARY SEWER
	WATERLINE
	BENCHMARK
	FIRE HYDRANT
	WATER VALVE
	WATER METER PIT
	WATER METER
	PROP. WATER METER
	SPRINKLER VALVE
	AUTO SPRINKLER
	ELECT. PEDESTAL
	ELECT. TRANSFORMER
	ELECT. METER
	PROP. ELECT. METER
	AIR CONDITIONER
	SIGNAGE
	PROP. LIGHT POLE
	PROP. LIGHT POLE
	BOLLARD
	PROP. INLETS (SEE GRADING PLAN FOR TYPE)
	VERTICAL SEPARATION REQUIREMENT
	POWER POLE
	PROP. POWER POLE
	TELEPHONE PED.
	TELEPHONE MANHOLE
	TRAFFIC SIGNAL BOX
	FLAG POLE
	YARD LIGHT
	GREASE TRAP
	SS MANHOLE
	PROP. SS MANHOLE
	GAS METER
	PROP. GAS METER
	ELECT. MANHOLE
	STORM MANHOLE



PROJECT: STATUS ONE

MIDWEST CITY, OKLAHOMA
 PROJECT NUMBER: 19126
 DRAWING DATE: 05.30.20
 ISSUE DATE: 05.30.20

SCALE:

SUBMITTAL: PERMIT SET

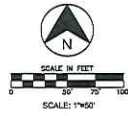
REVISIONS:

THESE PLANS AND DRAWINGS ARE NOT TO BE INTERPRETED OR USED IN ANY MANNER OR FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF CEDAR CREEK ENGINEERING, PLANNING & CONSULTING. THE USER OF THESE PLANS AND DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL AGENCIES AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL AGENCIES AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL AGENCIES.

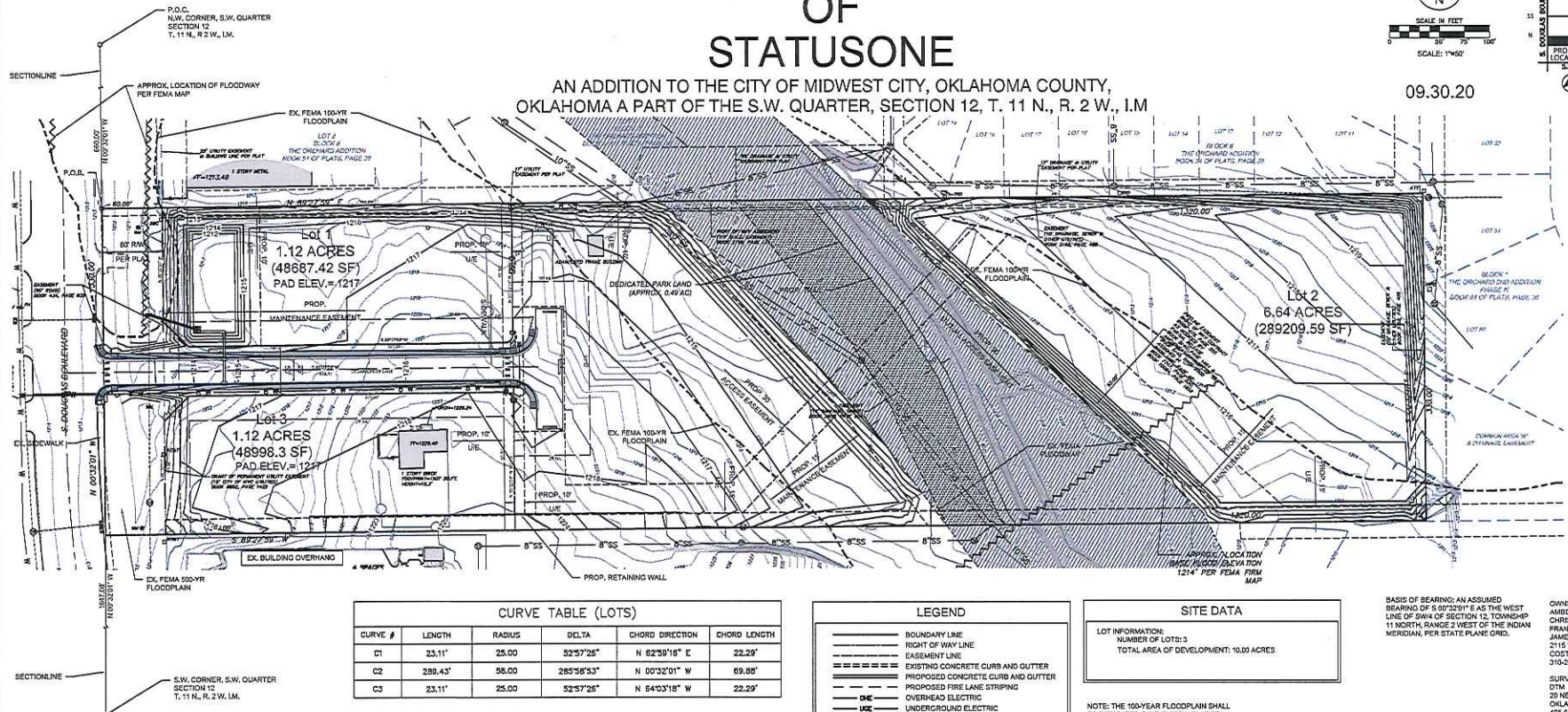
DRAWING TITLE:
 SHEET:

PRELIMINARY PLAT OF STATUSONE

AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY,
OKLAHOMA A PART OF THE S.W. QUARTER, SECTION 12, T. 11 N., R. 2 W., I.M



09.30.20



CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	23.11'	25.00'	52°57'25"	N 62°50'18" E	22.29'
C2	289.43'	58.00'	285°58'53"	N 00°32'01" W	69.88'
C3	23.11'	25.00'	52°57'25"	N 64°03'18" W	22.29'

LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter;

THENCE South 00°32'01" East, along the west line of said Southwest Quarter, a distance of 665.00 feet to the POINT OF BEGINNING;

THENCE North 60°27'59" East, passing at a distance of 00.00 feet the southwest corner of Block 2, THE ORCHARD ADDITION, an Addition to the City of Midwest City recorded in Book 51 of Plats, Page 28, Oklahoma County Records, when being a point on the east right of way line of S. Douglas Boulevard, commencing along the south line of Block 4 and Block 8 of said plat, for a total distance of 1320.00 feet to a point on the west line of Block 1, THE ORCHARD 2ND ADDITION PHASE II, an Addition to the City of Midwest City recorded in Book 64 of Plats, Page 35, Oklahoma County Records;

THENCE South 00°32'01" East, along the west line of said Block 1, a distance of 330.00 feet to the southwest corner of said Block 1;

THENCE South 69°27'59" West, passing at a distance of 1200.00 feet a point on the east right of way line of said S. Douglas Boulevard, commencing for a total distance of 1320.00 feet to a point on the west line of said Southwest Quarter;

THENCE North 00°32'01" West, along said west line, a distance of 330.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 435,800 square feet or 10.00 acres, more or less.

The Oklahoma State Plane Coordinate System (South Zone) using the bearing of South 00°32'01" East as the west line of the Southwest Quarter of Section 12, Township 11 North, Range 2 West of the Indian Meridian was used as the basis of bearing for this survey.

LEGEND

- BOUNDARY LINE
- - - RIGHT OF WAY LINE
- - - EASEMENT LINE
- ==== EXISTING CONCRETE CURB AND GUTTER
- PROPOSED CONCRETE CURB AND GUTTER
- PROPOSED FIRE LANE STRIPING
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- GAS LINE
- UNDERGROUND TELEPHONE
- UNDERGROUND FIBER OPTIC
- SANITARY SEWER
- WATERLINE
- BENCHMARK

- ⊕ FIRE HYDRANT
- ⊕ WATER VALVE
- ⊕ EX. WATER METER PIT
- ⊕ EX. WATER METER
- ⊕ PROP. WATER METER
- ⊕ EX. SPRINKLER VALVE
- ⊕ EX. AUTO SPRINKLER
- ⊕ EX. ELECT. PEDESTAL
- ⊕ EX. ELECT. TRANSFORMER
- ⊕ EX. ELECT. METER
- ⊕ PROP. ELECT. METER
- ⊕ EX. AIR CONDITIONER
- ⊕ EX. SIGNAGE
- ⊕ EX. LIGHT POLE
- ⊕ PROP. LIGHT POLE
- ⊕ EX. BOLLARD
- ⊕ VERTICAL SEPARATION REQUIREMENT

- ⊕ EX. POWER POLE
- ⊕ PROP. POWER POLE
- ⊕ EX. TELEPHONE PED.
- ⊕ EX. TELEPHONE MANHOLE
- ⊕ EX. TRAFFIC SIGNAL LIGHT
- ⊕ EX. TRAFFIC CONTROL BOX
- ⊕ EX. FLAG POLE
- ⊕ EX. YARD LIGHT
- ⊕ EX. GREASE TRAP
- ⊕ EX. SS MANHOLE
- ⊕ PROP. SS MANHOLE
- ⊕ EX. GAS METER
- ⊕ PROP. GAS METER
- ⊕ EX. ELECT. MANHOLE
- ⊕ EX. STORM MANHOLE

SITE DATA

LOT INFORMATION:
 NUMBER OF LOTS: 3
 TOTAL AREA OF DEVELOPMENT: 10.00 ACRES

OWNER/GUIDED BY:
 ANDREW WEBSTER
 CHRISTOPHER WEBSTER
 FRANCES WEBSTER TRUST
 JAMES WEBSTER TRUST
 2115 VALLEY ROAD
 COSTA MESA, CA 92627
 310-245-9575

SURVEYOR:
 DTM
 20 NE 38TH STREET
 OKLAHOMA CITY, OK 73105
 405-451-7402

ENGINEER:
 CEDAR CREEK ENGINEERING
 P.O. BOX 14524
 OKLAHOMA CITY, OK 73113
 405-778-3385

NOTE: THE 100-YEAR FLOODPLAIN SHALL BE INDICATED ON THE FINAL PLAT TO THE CITY AS A SINGLE LOT OR MAY BE OWNED AND MAINTAINED BY PROPERTY OWNER.

NOTE: DETENTION SHALL BE MAINTAINED BY PROPERTY OWNER ASSOCIATION

NOTE: THE OWNER WILL MAINTAIN THE FLOODPLAIN.

NOTE: THE DEDICATED PARK LAND SHALL BE MAINTAINED BY PROPERTY OWNER ASSOCIATION.



September 30, 2020

Kellie Gilles, AICP
Planning Manager
City of Midwest City

Dear Kellie,

We're asking for the city to grant us the freedom to remove 99% of the trees west of the creek, as best described in the 9-30-20 Preliminary Tree Canopy Plan, prior to the work and installation of the following:

1. complete dirt grading and site balancing
2. detention pond
3. water lines
4. sewer lines
5. detention drainage lines
6. natural gas lines
7. power lines
8. high speed internet lines
9. street and hammerhead turnaround curbing
10. street and hammerhead paving

If we wait to remove all of the trees and perform most of the site grading and balancing, after above said items 2 through 10 are completed, we run the high probability of damaging the street, curbing, etc., which none of us would want. We all want the same; quality results.

Our issue is primarily caused by our difficult, narrow site, with very extreme high and low dirt elevations.

As your community partner, we ask you to entrust us with the task of pre-assessing and saving the few desirable trees that are found to be savable, meaning they're currently sitting at our final grading plan elevations and outside the street and service install areas.

As with you and the rest of Midwest City, we believe it's in the best interest of the community and us to save desirable trees, whenever deemed possible.

Thank you for your time and consideration!

Sincerely,

Chris Webster
Co-Owner of
2500 So. Douglas Blvd, MWC, OK.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: December 8, 2020

Subject: (PC-2057) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to PUD, Planned Unit Development, governed by the R-HD, High Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential and PSP, Public/Semi-Public, to HDR, High Density Residential, for the property described as Lots 9-13, 17 and 18, Block 5 of the Pine Addition. This item was continued from the October 29 City Council meeting.

Executive Summary: This requested Planned Unit Development, PUD, is located in the Original Mile and encompasses seven (7) lots along E. Kittyhawk and E. Jacobs. This proposed PUD consists of five (5) two-story multi-family buildings. The dwelling units are 1-bedroom. The PUD includes special development regulations for intensity, lot width, rear yard setback and width of drive aisle. The PUD meets the requirements of the Zoning Ordinance with regard to front and side setbacks, building height, exterior building materials, parking and landscaping/open space. If this PUD is approved, the applicant will proceed with an Amending Plat to combine the lots. Action is at the discretion of the City Council.

Dates of Hearing: Planning Commission – October 6, 2020
City Council – October 29, 2020, December 8, 2020

Council Ward: Ward 1

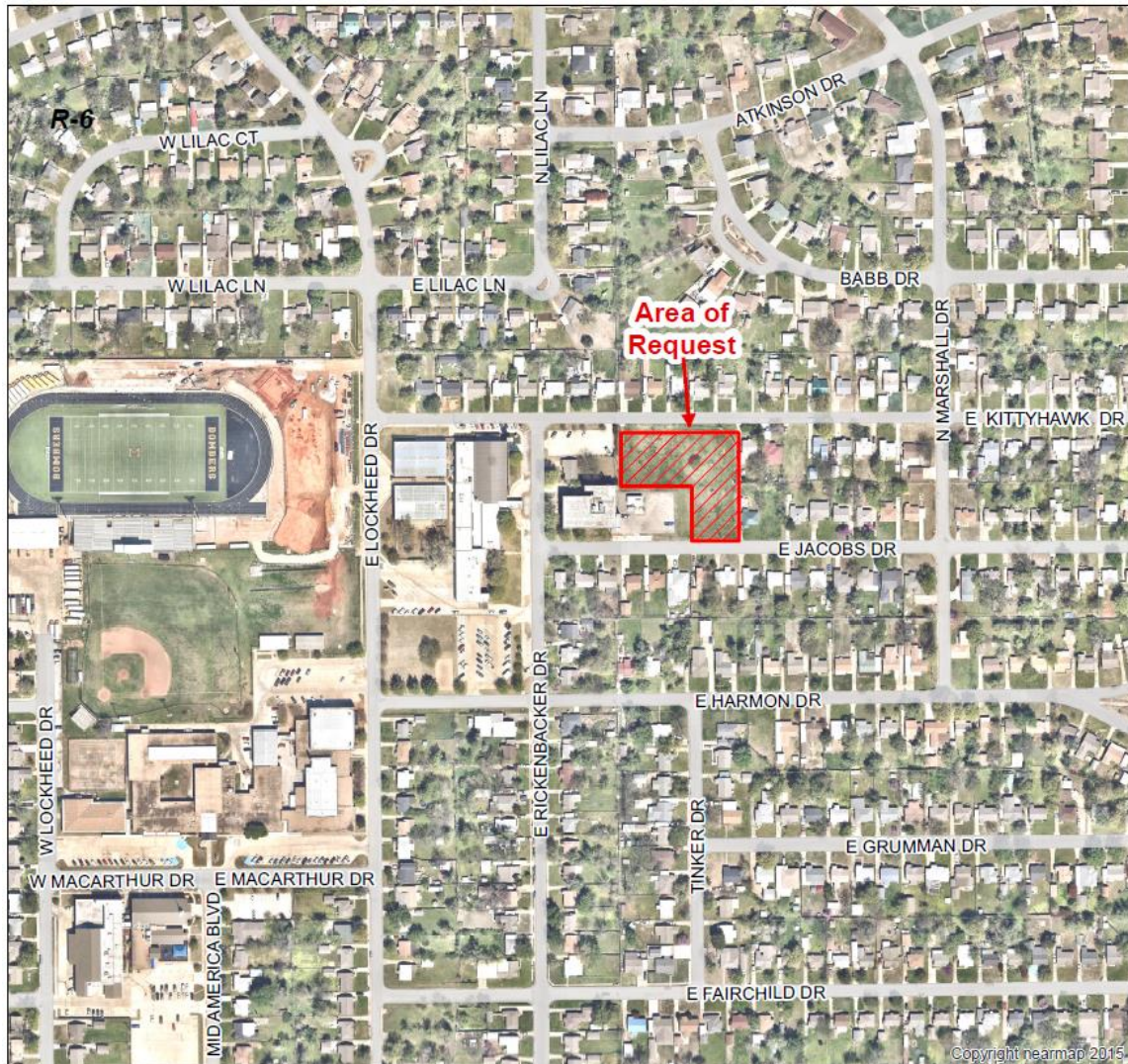
Owner/Applicant: Jeff Johnson, J Lou Properties LLC

Representation: David Box

Proposed Use: Five (5) Two-story multi-family buildings

Size:

The area of request contains approximately 250' of frontage along E. Kittyhawk and 100' of frontage along E. Jacobs and contains an area of approximately 39,227 square feet.



Development Proposed by Comprehensive Plan:

Area of Request – PSP, Public/Semi-Public and LDR, Low Density Residential
North, South and East – LDR, Low Density Residential
West – PSP, Public/Semi-Public

Zoning Districts:

Area of Request – R-6, Single Family Residential
North, South, East and West – R-6, Single Family Residential

Land Use:

Area of Request – vacant lots
North, South and East – single family homes
South – church
West – Parking lot for church, one single family residence and Southwestern Bell building

2008 Comprehensive Plan Citation:

Chapter 4: Future Land Use Plan

HDR – High Density Residential Land Use

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

Chapter 6: Housing & Neighborhoods Plan

Model Neighborhood Elements

In some cases developers may have new or innovative ideas and design methods that would result in great and livable neighborhoods without using all or some of the neighborhood elements. Therefore the City should allow a planned unit development process to provide relief in specific cases but should ensure that quality development occurs.

Housing and Neighborhood Strategies – Infill/Redevelopment Policies for Individual Parcels

Infill and redevelopment of existing areas can assist in revitalizing older areas of the City. The promotion of infill/redevelopment housing is considered a win-win situation for Midwest City inasmuch as it provides a mechanism for increasing the population within the City, reduces the City's infrastructure costs, and revitalizes older areas of the City. Developing on a vacant or redeveloped (razed) lot may be perceived as having an increased risk, particularly early on in long-term redevelopment project.

2011 Original Mile Revitalization Plan

- **Introduction: 1.2 Community Perceptions of the Original Mile – Housing Perceptions**
 - a) Neighborhood lacks enough multifamily housing
 - b) Homes are obsolete and lack modern amenities
- **Introduction: 1.2 Community Perceptions of the Original Mile – Commercial Development Perceptions**
 - a) Area lacks locally owned establishments
 - b) Must serve older population and work-force with appropriate housing
 - c) City nearly built out – must consider density, multifamily and mixed use
- **Introduction: 1.4 Vision and Goals - Original Mile Goals**
 - a) Create quality neighborhood that fits the 21st Century lifestyle
 - b) Provide a variety of housing that will appeal to a wide range of lifestyles including appealing mixed use and attractive houses with contemporary amenities that is competitive
 - c) Continue to grow economically through introduction of commercial mixed use areas along the arterials and improvement of existing commercial areas
 - d) Introduce sought-after quality of life elements such as walkability that equals or exceeds suburban neighborhoods

- e) Support the vitality of Town Center Plaza by creating a neighborhood that is an asset to “downtown” Midwest City
- f) Accomplish neighborhood revitalization in a manner that enhances the traditional neighborhood concept
- g) Upgrade current housing and introduce infill housing that meets modern design standards, provides energy efficient features and is competitive with housing in newer areas
- h) The realization of the vision will require a unified, directed public and private commitment. The Original Mile residential neighborhood has not experienced significant investment in more than a half century

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

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

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

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

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. The area of request has been zoned Single Family Detached Residential since the adoption of the 1985 zoning code.
2. A request to rezone this parcel to a Simplified Planned Unit Development, SPUD, was denied in February 2020. (PC-2012).
3. The Planning Commission recommended approval of this request October 6, 2020.

Staff Comments:

Engineer's report:

Note: This application is for rezoning lots 9-13 and 17-18 of Block 5, Pine Addition in Section 10, Township 11 North, Range 2 West. No engineering improvements are required with this application.

Water Supply and Distribution

The subject property is bordered on both sides by public water lines.

- A six (6) inch public water main is located on the south side of East Jacobs Drive.
- A six (6) inch public water main is located on the south side of East Kittyhawk Drive.

Public water mains extend across the full frontages of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

The subject property is bisected by an eight (8) inch public sewer main in a dedicated fifteen (15) foot utility easement which runs from the east to the west. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from East Jacobs Drive and East Kittyhawk Drive. Both East Jacobs Drive and East Kittyhawk Drive are classified as local roads in the 2008 Comprehensive Plan. Both East Jacobs Drive and East Kittyhawk Drive are two (2) lane, curbed, asphalt roadways. Current code requires a total street right-of-way width of fifty (50) feet for local roads and presently, East Jacobs Drive and East Kittyhawk Drive have fifty (50) feet of right-of-way adjacent to and parallel to the of the area of request.

Sidewalk will not be required as part of this zoning but will be required as condition of a building permit per Municipal Code 37-67.

Drainage and Flood Control, Wetlands, and Sediment Control

The subject property is currently vacant. There is a shallow slope to the northwest and southwest onto the public roadways. Once on public roadways, the drainage runs in the gutter to an existing underground system at the intersection of East Kittyhawk Drive and East Rickenbacker Drive. Detention will be required as a condition of any buiding permit.

None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009.

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.



At SE corner looking NW



At SE corner looking north along east property line



At NE corner looking SW



At NW corner looking SE. The slope suggests the drainage will flow towards this corner



At the west property line looking east along the existing Sanitary Sewer which bisects the site



At SW corner looking east along East Jacobs Drive.



The corner of East Kittyhawk Drive and East Rickenbacker Drive. This is the upper reach of the existing drainage system. There is more infrastructure on East Kittyhawk Drive just downstream (to the west) of this intersection.

Fire Marshal's report:

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

Plan Review Comments:

This PUD application proposes five (5) new, two-story, multi-family residential buildings. There are 32 one (1) bedroom dwelling units.

Parking required: 1.5 spaces per dwelling unit - 32 dwelling units X 1.5 = 48 spaces required

Parking proposed: 49 spaces

Minimum parking dimensions proposed: 8'-6" X 18' 6"

Minimum parking dimensions required: 8'-6" X 18' 6"

Height regulation for the R-HD zoning district: 45'

Maximum height proposed: 45'

Front setback required: 25'

Front setback proposed: 25' for the apartment structures. The dumpster enclosure is in front of the setback on Kittyhawk. The Zoning Ordinance only requires that dumpster enclosures not be located in required parking spaces or right-of-way.

Side setback required: 7'

Side setback proposed: 7'

Landscaping required: Base of 6 trees and 12 shrubs per building plus 2 trees and 2 shrubs for every 10 parking spaces installed. 5 buildings = 30 trees and 60 shrubs. 49 parking spaces = 10 trees and 10 shrubs. Total required: 40 trees and 70 shrubs

Landscaping proposed: 47 trees and 170 shrubs

Open space required: 10% lot area

Open space proposed: Approximately 25% lot area

Exterior materials required: 85% masonry materials, 100% facing the street

Exterior materials proposed: 85% masonry materials – no variance is requested to the requirement for 100% masonry materials facing the street.

Site-proof screening will be required where this development abuts single family residential property. If screening is already present, the owner of this development would be responsible for the maintenance and replacement, if necessary, of the screening.

Special development regulations are requested for intensity, lot width, rear yard setback where building B backs to the Southwestern Bell parking lot and drive aisle width.

Regarding intensity for multi-family use, the code requires 1,500 square feet of land area per dwelling unit. This PUD requests an intensity of use of 1,000 square feet of land area for a maximum of 32 dwelling units.

Regarding width for multi-family developments, code requires a width of 60' plus 10' per dwelling unit up to 150'. This PUD requests a maximum width of 99'. This special development regulation pertains to the lot width along Jacobs Dr. as the width along Kittyhawk is 250' and therefore meets code.

The PUD requests a rear yard setback of 7' where building B backs to the Southwestern Bell parking lot. Code requires a 10' setback.

The PUD also requests minimum drive aisle widths of 24'. Code requires a minimum drive aisle width of 26' however, several other PUD's in Midwest City have been approved with 24' drive aisles.

At the Planning Commission meeting, there were concerns about the location of the dumpster enclosure and sanitation trucks having to back over the sidewalk and into the right of way to service the dumpster. The applicant has moved the site of the dumpster enclosure. The new location is reflected on the Master Development Plan. Public Works staff has reviewed the new plan and stated that they can service the dumpster at this location.

If this PUD is approved, the applicant has stated in the PUD that an Amending Plat will be submitted to combine all seven (7) of the lots into one (1) lot.

The Public Works City Engineer has provided a memo regarding this proposal's impact on the City's infrastructure. The memo is included within this report.

Action is at the discretion of the City Council.

Action Required:

Approve or deny an ordinance to redistrict to PUD for the property as noted herein, and approve or deny the resolution to amend the Comprehensive Plan from LDR and PSP to HDR for the property as noted herein, subject to staff's comments as found in the December 8, 2020 agenda packet and made a part of PC-2057 file.

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

Billy Harless,
Community Development Director

KG



Midwest City Fire Marshal's Office

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



Re: PC - 2057

Date: 18 September 2020

PC-2057 is a request to rezone 7 parcels (5 on Kittyhawk and 2 on Jacobs) from R-6, Single Family Residential to a PUD, Planned Unit Development, governed by the R-HD, High Density Residential District. The name of the PUD is "The Stack." The owner/developer is proposing five 2-story multi-family buildings.

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

Respectfully,

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

Duane Helmberger
Fire Marshal
Midwest City Fire Department

The 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.

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

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

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: September 21st, 2020

Subject: Engineering staff comments for pc-2057 application to rezone from R-6 zoning to a PUD.

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2057:

Note: This application is for rezoning lots 9-13 and 17-18 of Block 5, Pine Addition in Section 10, Township 11 North, Range 2 West. No engineering improvements are required with this application.

Water Supply and Distribution

The subject property is bordered on both sides by public water lines.

- A six (6) inch public water main is located on the south side of East Jacobs Drive.
- A six (6) inch public water main is located on the south side of East Kittyhawk Drive.

Public water mains extend across the full frontages of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

The subject property is bisected by an eight (8) inch public sewer main in a dedicated fifteen (15) foot utility easement which runs from the east to the west. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from East Jacobs Drive and East Kittyhawk Drive. Both East Jacobs Drive and East Kittyhawk Drive are classified as local roads in the 2008 Comprehensive Plan. Both East Jacobs Drive and East Kittyhawk Drive are two (2) lane, curbed, asphalt roadways. Current code requires a total street right-of-way width of fifty (50) feet for local roads and presently, East Jacobs Drive and East Kittyhawk Drive have fifty (50) feet of right-of-way adjacent to and parallel to the of the area of request.

Sidewalk will not be required as part of this zoning but will be required as condition of a building permit per Municipal Code 37-67.

Drainage and Flood Control, Wetlands, and Sediment Control

The subject property is currently vacant. There is a shallow slope to the northwest and southwest onto

the public roadways. Once on public roadways, the drainage runs in the gutter to an existing underground system at the intersection of East Kittyhawk Drive and East Rickenbacker Drive. Detention will be required as a condition of any building permit.

None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009.

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.



At SE corner looking NW



At SE corner looking north along east property line



At NE corner looking SW



At NW corner looking SE. The slope suggest the drainage will flow towards this corner



At the west property line looking east along the existing Sanitary Sewer which bisects the site



At SW corner looking east along East Jacobs Drive.



The corner of East Kittyhawk Drive and East Rickenbacker Drive. This is the upper reach of the existing drainage system. There is more infrastructure on East Kittyhawk Drive just downstream (to the west) of this intersection.



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

October 14th, 2020

To Whom It May Concern

RE: Questions concerning the Stack Development Proposal

Pursuant to your request, I have spoken with both the Street / Drainage Supervisor and the Water / Sewer Line Supervisor about the resident's questions concerning the above proposal's impact on the City's infrastructure.

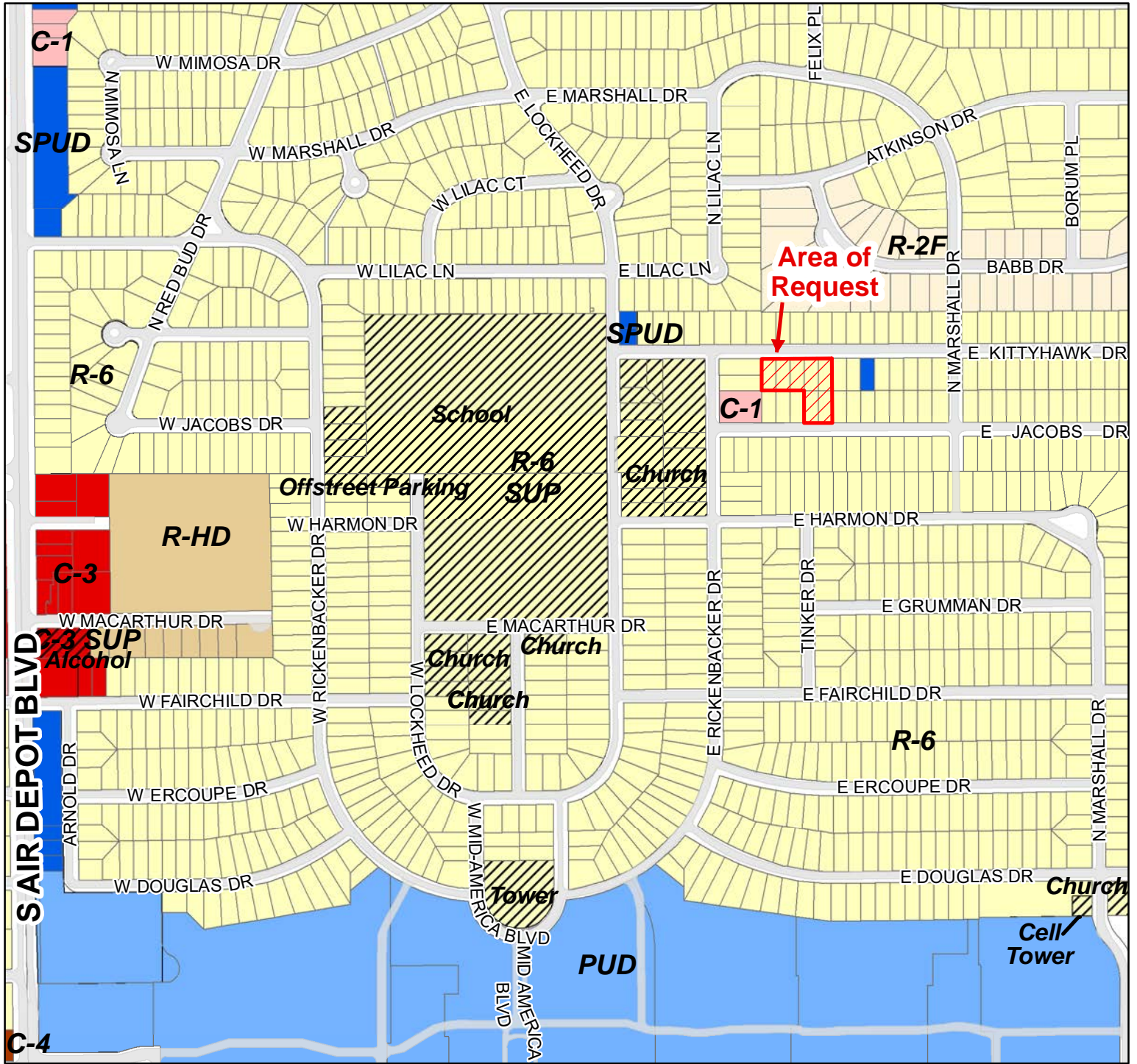
The first question was about the condition of the City's water and sewer mains that will be used to service the development and if the additional users would damage the lines. The Water / Sewer Supervisor has stated they are in good operational condition and the additional users would not be a detriment to the water and sewer mains. There was a similar question about the capacity of the infrastructure and would the additional users be able to be serviced by the existing system. The lines have the capacity to provide service to the development without having an impact to the neighborhood.

Another question was asked about both the street gutter and the curb inlet's ability to drain storm water during a heavy rain event and if flooding in the street occurs in its existing condition. The Street / Drainage Supervisor stated that he has not had any reports of flooding or capacity issues at the existing curb inlet and street gutters at that location.

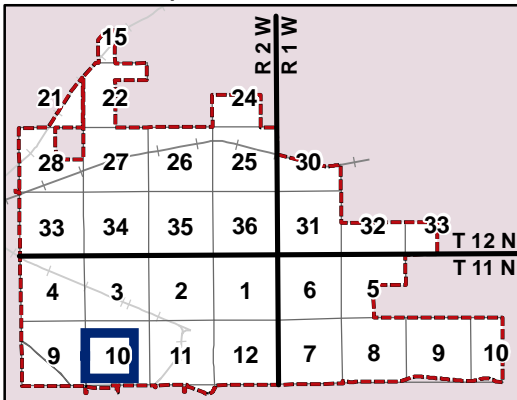
Should you require any further assistance, please do not hesitate to contact our office.

Respectfully yours,

Patrick Menefee, P.E.
Public Works City Engineer



Locator Map



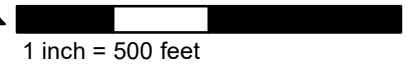
Current Zoning Legend

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-2057
(N/2, Sec. 10, T11N, R2W)**

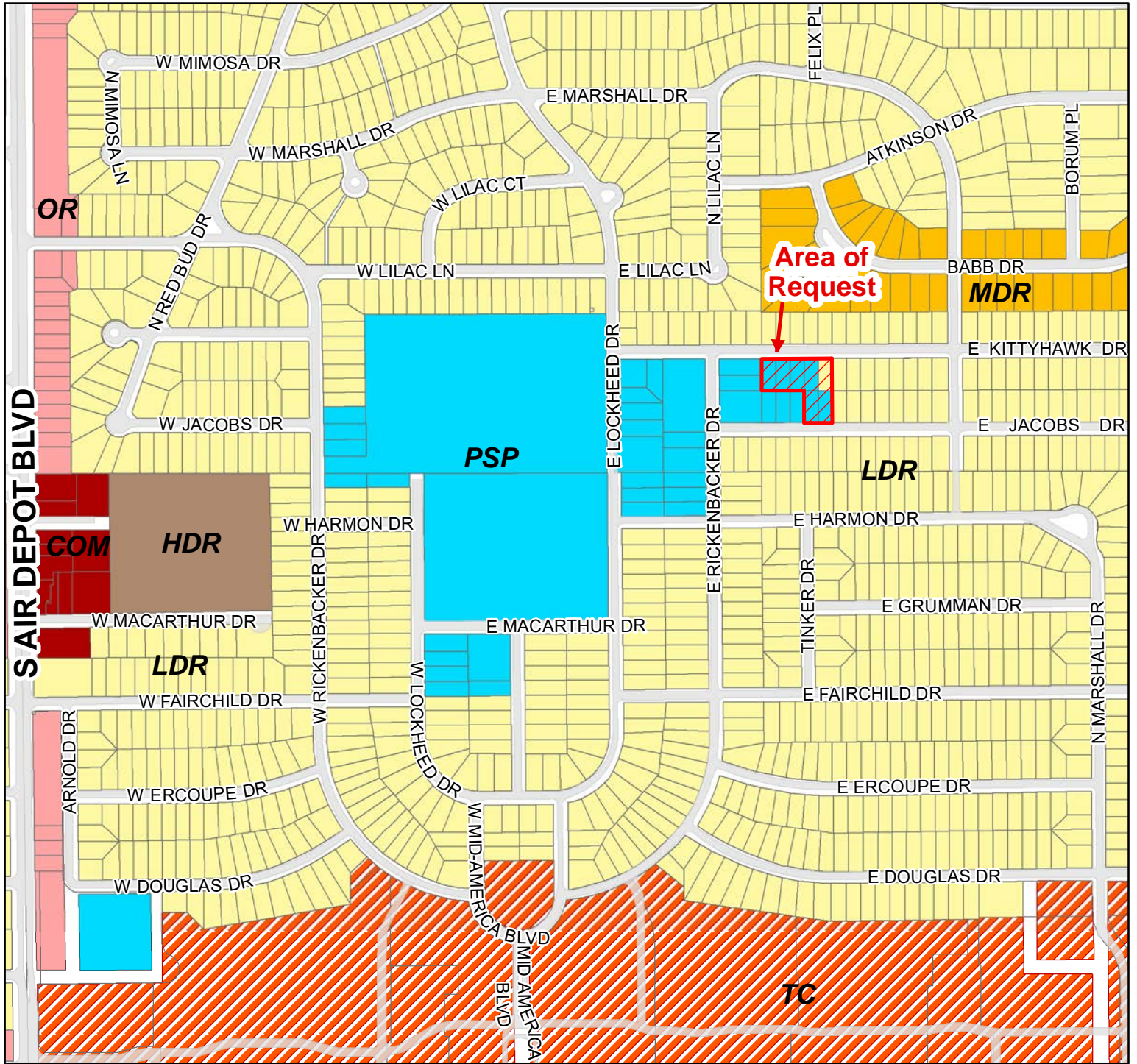


0 500 1,000 Feet

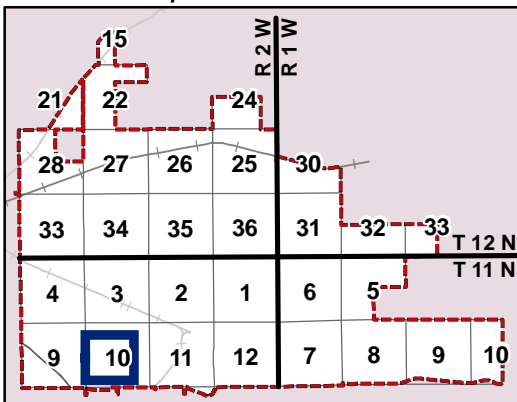


1 inch = 500 feet

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-2057**

(N/2, Sec. 10, T11N, R2W)



0 500 1,000 Feet



1 inch = 500 feet

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PLANNED UNIT DEVELOPMENT

PUD - 2057

DESIGN STATEMENT

FOR

THE STACK

10/1/2020

Revised 10/19/2020

PREPARED FOR:

**J. Lou Properties, LLC
1613 N. Broadway Avenue
Oklahoma City, OK 73103**

PREPARED BY:

**Grubbs Consulting LLC
1800 South Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
mark.grubbs@gc-okc.com**

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2.0 LEGAL DESCRIPTION.....	3
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SECTION 1.0 INTRODUCTION

The Planned Unit Development of The Stack consists of 39,157 square feet (0.89 acre) and is located within the Northeast Quarter of Section 10, Township 11 North, Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma. The subject property is located in the Original Mile of Midwest City, more specifically along Kittyhawk Drive and Jacobs Drive, east of Rickenbacker Drive.

SECTION 2.0 LEGAL DESCRIPTION

The legal description of the property is Lots 9 thru 13 and Lots 17 and 18 in Block 5 of the Pine Addition.

SECTION 3.0 OWNER/DEVELOPER

The owner/developer of this property is J Lou Properties, LLC.

SECTION 4.0 SITE AND SURROUNDING AREA

The subject property is zoned R-6 Single Family Detached Residential. The property is currently vacant. Surrounding properties are zoned and used for:

North: R-6/developed with single family homes across Kittyhawk

East: R-6/developed with single family homes

South: R-6/developed Commercial, Telephone Company parking lot and building, and with single family homes across Jacobs

West: R-6/developed Commercial with a parking lot for a church, a residence and a telephone company building

SECTION 5.0 PHYSICAL CHARACTERISTICS

The subject property drains to the northwest from an elevation of 1252 feet in the southeast corner to an elevation of 1248 feet in the northwest corner.

SECTION 6.0 CONCEPT

The concept for this PUD is to provide for multi-family development, consisting of five apartment buildings and a total of 32 units. Buildings are limited to two stories. Three buildings would obtain access from Kittyhawk Drive and two would access Jacobs Drive. Density on the property would be 36 units per acre.

SECTION 7.0 SERVICE AVAILABILITY

7.1 STREETS

Access to the property will be from the existing adjacent streets, East Kittyhawk Drive and East Jacobs Drive, paved local streets consisting of curb and gutter. Additional rights-of-way and paving improvements will not be provided.

7.2 SANITARY SEWER

Sanitary sewer facilities will be provided to the site from the eight-inch gravity sanitary sewer main running east/west through the property.

7.3 WATER

Public water will be provided for the development from the existing six-inch water mains along both adjacent streets.

7.4 FIRE PROTECTION

Development of the property will comply with Chapter 15, Fire Protection and Prevention of the Midwest City Code and with the 2015 International Fire Code, except that a fire lane shall be reduced to 24 feet in width.

7.5 GAS SERVICE, ELECTRICAL SERVICE, AND TELEPHONE SERVICE

Proper coordination with the various utility companies will be made in conjunction with this development.

7.7 DRAINAGE

No portion of the property within this Planned Unit Development is located within the FEMA 100 year floodplain.

SECTION 8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those, which are in effect at the time of development of this PUD. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this PUD. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Midwest City's Planning and Zoning Code as such exists at the time of development of this PUD. In the event of conflict between provisions of this PUD and any of the provisions of the Midwest City Municipal Code, as amended ("Code"), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the Code shall prevail and be controlling.

8.1 USE AND DEVELOPMENT REGULATIONS

8.1.1 The use regulations of the R-HD, High Density Residential District shall apply to the subject property, unless otherwise modified within this PUD document.

8.2.1 The development regulations of the R-HD, High Density Residential District shall apply to development within this PUD except as modified below:

- a) Intensity of use for multi-family development shall not be more than one unit per 1,000 square feet of property with a maximum of 32 units.
- b) Maximum building height shall be two stories and 45 feet.
- c) Minimum lot width shall be 99 feet.
- d) Rear yard building setback shall not be less than seven feet.
- e) Drive lanes/drive aisles leading to parking stalls shall be permitted to be 24 feet in width.

SECTION 9.0 ADDITIONAL REGULATIONS

The following additional regulations shall be made a part of this PUD:

9.1 FAÇADE REGULATIONS

9.1.1 Exterior building wall finish on all structures, exclusive of windows and doors, shall consist of a minimum 85% brick veneer, masonry (including pre-cast concrete and tilt slab construction), hardy board, rock, stone, stucco, or other similar type finish approved by the Planning Director of the City of Midwest City. Exposed metal buildings shall not be permitted.

9.2 LANDSCAPING REGULATIONS

9.2.1 Landscaping shall be in accordance with Appendix A, Section 5-5.2 of the Midwest City Municipal Code.

9.3 PLATTING REGULATIONS

9.3.1 An Amending Plat shall be provided to combine the existing platted lots into one lot and one block.

9.4 ACCESS REGULATIONS

9.4.1 Drive lanes/drive aisles leading to parking stalls shall be permitted to be 24 feet in width.

9.4.2 Access to East Kittyhawk Drive shall be limited to two driveways.

9.4.3 Access to East Jacobs Drive shall be limited to one driveway, except that a curb cut shall be permitted for access to the dumpster enclosure.

9.4.4 A sidewalk shall be provided along East Kittyhawk Drive and along East Jacobs Drive.

9.4.5 Shared pedestrian access between the properties shall be permitted.

10.0 DEVELOPMENT SEQUENCE

Developmental phasing shall be allowed as a part of the development of this PUD.

11.0 EXHIBITS

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

EXHIBIT A: MASTER DEVELOPMENT PLAN MAP

EXHIBIT B: TOPOGRAPHIC MAP

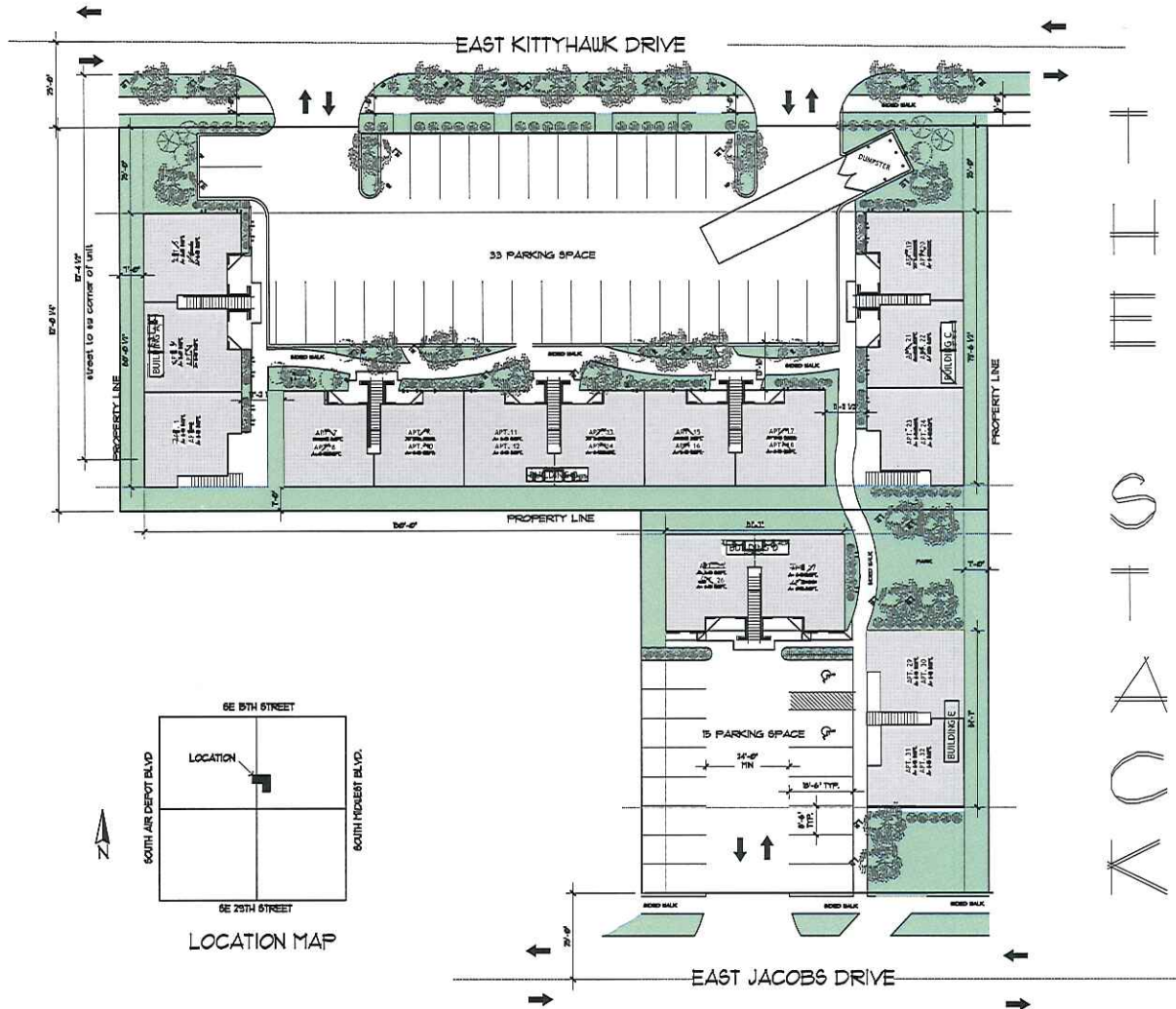
CHOCTAW LANDSCAPING							
COUNT	SYMBOL	COMMON NAME SCIENTIFIC NAME	ABBRV.	SIZE	POINT VALUE	POINTS EARNED	
TREE		CEREUS THRYALLIS LAGERHORNIA INDICA	CI	9 GAL	4	12	
TREE		SAFFORD RED OAK QUERCUS SAFFORDI	SO	25' CAL	5	20	
		SUGAR YARROW HOLLY ILEX FALCATA	DYH	1 GAL	1	30 (EVERGREEN)	
		DWARF NANDINA NANDINA DOMINICA	DN	1 GAL	1	34 (EVERGREEN)	
TREE		LACERANK ELM ULMUS PARVIFOLIA	LB	25' CAL	5	20	
		JUNIPER HORIZONTALIS	J	1 GAL	5	30	
NOTE: ALL LANDSCAPING TO BE MAINTAINED BY AN AUTOMATIC SPRINKLER/IRRIGATION SYSTEM						POINT TOTAL	6-01

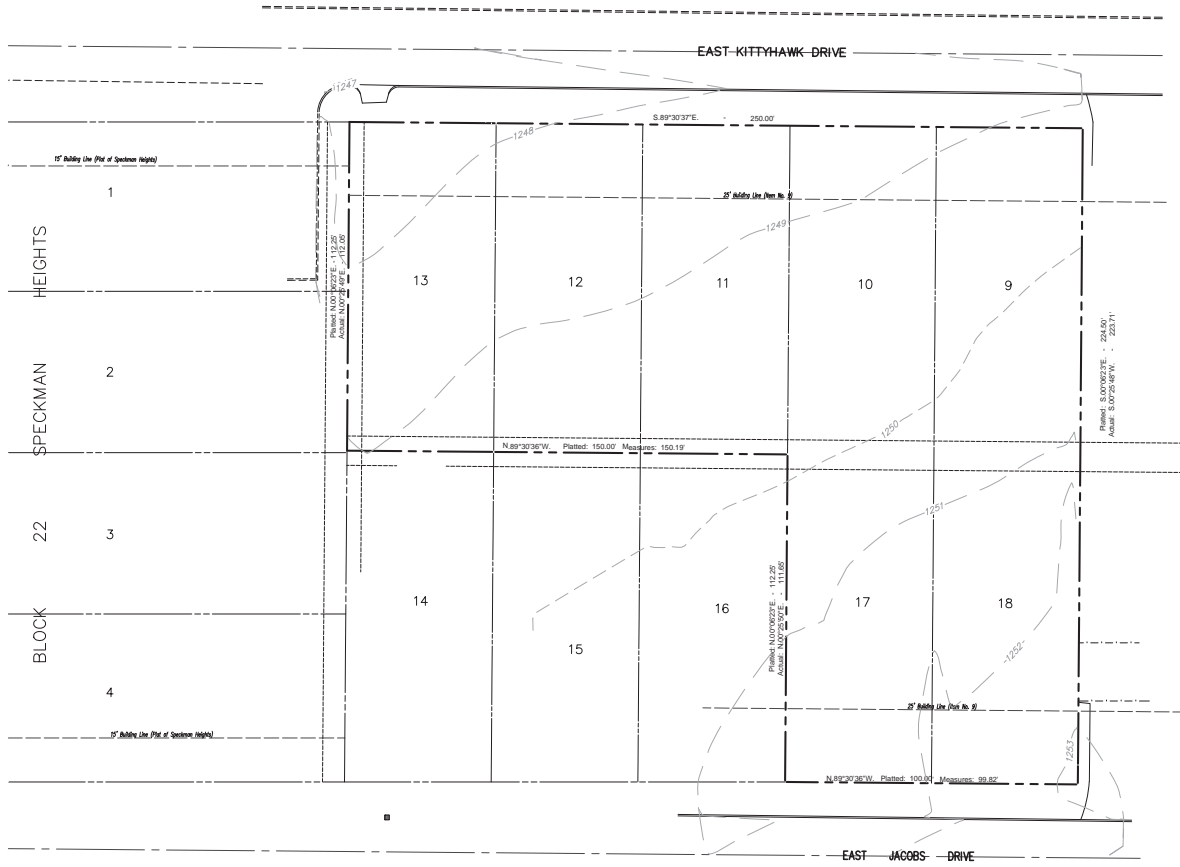
39277 SQ FT
 REQUIRED LANDSCAPE OR OPEN LAND = 10 % (3,928 SQ FT)
 PROVIDED LANDSCAPE OR OPEN LAND = 1911 SQ FT
 POINTS TOTAL = 4-01
 33 UNITS (15 PARKING SPOTS PER UNIT) = 48 PARKING SPOTS

REQUIREMENTS PER BUILDING
 REQUIRED: 4 TREES, 2 SHRUBS PER BUILDING (3 BUILDINGS)
 TOTAL NEEDED: 12 TREES, 6 SHRUBS
 REQUIREMENTS PER 10 PARKING SPOTS (3 TREES, 2 SHRUBS)
 TOTAL NEEDED: 36 TREES, 12 SHRUBS
 OVERALL REQUIRED:
 48 TREES, 62 SHRUBS
 OVERALL PROVIDED =
 41 TREES, 110 SHRUBS

NOTES
 1. PROVIDE TOP SOIL & MULCH AT AND AROUND ALL PROPOSED LANDSCAPING TYP.
 2. THE OWNER IS RESPONSIBLE FOR THE SURVIVAL OF ALL PLANT MATERIAL AND WILL REPLACE ANY DEAD PLANT MATERIAL.
 3. ALL TREES SHALL BE INSTALLED AT LEAST FIVE (5) FEET FROM ANY WATER OR SANITARY SEWER LINE

ALLOWABLE BUILDING COVERAGE 80% (3,142 SQ FT)
 PROVIDED APPROX 75% (2,944 SQ FT)
 ALLOWABLE IMPERVIOUS 90% (3,534 SQ FT)
 PROVIDED APPROX 75% (2,742 SQ FT)



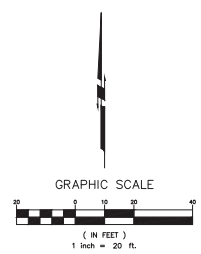
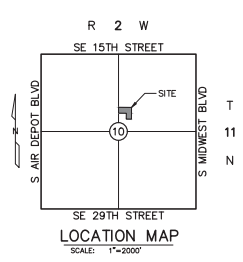


HEIGHTS
1
2
3
4

SPECKMAN
22

BLOCK

18' Utility Line (Per of Specimen Rights)
18' Utility Line (Per of Specimen Rights)



RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1900 S. 28th Street
Midwest City, Oklahoma 73110
Phone: (405) 265-0641
Fax: (405) 265-0642
www.rubbsconsulting.com



THE STACK
208-214 E. KITTYHAWK DRIVE
MIDWEST CITY, OKLAHOMA 73110
EXHIBIT B
TOPOGRAPHIC MAP

NO.	REVISIONS	DATE
	DESCRIPTION	

Proj. No.: 19-017
Date: 08/27/2020
Scale: (N/A)
Drawn By: (N/A)
Checked By: (N/A)
Approved By: (N/A)

SHEET NUMBER
EXH-B

####

PC-2057

RESOLUTION NO. 2020-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM LDR, LOW DENSITY RESIDENTIAL and PSP, PUBLIC SEMI PUBLIC TO HDR, HIGH DENSITY RESIDENTIAL, FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR, Low Density Residential and PSP, Public Semi Public:

Lots 9-13 and Lot 17-18 of Block 5 of the Pine Addition, Midwest City, Oklahoma.

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

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

1 **PC-2057**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO PLANNED UNIT DEVELOPMENT (PUD),**
5 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
6 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
7 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 to Planned Unit Development, PUD, subject to the conditions contained in the PC-2057 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-
erty’s zoning district as specified in this ordinance:

13 Lots 9-13 and Lot 17-18 of Block 5 of the Pine Addition, Midwest City, Oklahoma

14 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are
15 hereby repealed.

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

19 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
20 on the _____ day of _____, 2020.

21 THE CITY OF MIDWEST CITY, OKLA-
22 HOMA

23 _____
24 MATTHEW D. DUKES II, Mayor

25 ATTEST:

26 _____
27 SARA HANCOCK, City Clerk

28 APPROVED as to form and legality this _____ day of _____, 2020.

29 _____
30 HEATHER POOLE, City Attorney

Email Submissions to Ward 1, Susan Eads, Per Date and Time Received

- 1) From: Mike C mkc041658@hotmail.com
Date: **September 28, 2020** at 4:38:25 PM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: The Stack

Ms. Eads,

Hi my name is Michael Cheek. I own 2 properties in the OM. I have one house on Atkinson Dr that I bought a few years ago and cleaned up the entire property. I have a tenant in it that is wonderful. I also own one of those duplexes on Key and Jacobs. I inherited it from my parents a few years ago. I have also spent a small fortune cleaning this property up. I do it for my tenants and the neighborhood. I want this neighborhood to thrive. I was very disappointed when The Bellum project was rejected. I really want this new project to pass really bad. I rent to the kind of people his properties will draw. I am all about anything new in the OM. It really will work. People just need to get over it and let this neighborhood take on a new life. Thanks for taking the time to read my email. Have a good day.

Michael Cheek
3009 N Glenoaks Dr
Midwest City OK
405-537-2556

- 2) From: E Norton enorton1945@gmail.com
Date: **September 29, 2020** at 7:25:15 AM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: Apartments

I am against building apts in a residential are. did I understand there will be ..5..2 story apts? Is the same guy that tried this before? Are you profiting from this? How about forcing the landlords that own the horrible houses in that area to clean them up? how do you know that the apts will not be section 8 and look like some of the houses in that area

- 3) From: Pam Rials pamrials@gmail.com
Date: **October 1, 2020** at 9:20:22 AM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: Proposed OM Apartments

Susan,

I do not want any more apartments in the OM. I have lived on E Fairchild for the last 14 years. Our neighborhood is very densely populated and the traffic is already a problem. We do not need additional vehicles driving through our neighborhood by adding high density living quarters. The people of the OM have shown that we do not want the apartments in our neighborhood. Why is the City trying, once again, to force apartments into a neighborhood where they are not wanted?

Pam Rials

4) From: robert valderaz <robertvalderaz8@gmail.com
Date: **October 2, 2020** at 8:11:58 AM CDT
To: Ward 1 <ward1@midwestcityok.org>

Apartments in the Original mile. Miss Eads, I am sending you my response to more proposed apartments in the original mile. I live at 501 E Ercoupe Dr, Midwest City, OK 73110. I am firmly against such buildings as apartments and related structures to be built in the original mile. As well as those new contemporary eye sore homes on lots designed for single family dwellings. So I vote no on this subject. Thank You.

Robert Valderaz.
501 E Ercoupe Dr,
Midwest City, OK 73110
405-737-1211 home
405-213-6918

5) From: Molly Morrell mollymariemorrell@gmail.com
Date: **October 4, 2020** at 10:55:04 PM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: Council Meeting > The Stack

I plan on attending October City Council Meeting. Thank you Ms Eads, for being steadfast. I believe many people are again against this project. You know my stand and feelings about this project. I am against it. My thinking has not changed since February. Thank you for your voice and hard work for our ward.

6) From: Chris Campbell ccampbellmwc@gmail.com
Date: **October 5, 2020** at 6:22:19 AM CDT
To: Ward 1 ward1@midwestcityok.org

I have been living in the original mile since 2003. I am in the 300 block of Grumman Drive. I am totally against these apartments. Attended the meetings last time and will be there again. Thank you for all your hard work.

Chris Campbell

7) From: Judi gigitablet15@gmail.com
Date: **October 5, 2020** at 8:16:18 AM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: The Stack Apartments Proposal

Ms Susan Eads,

I live on west Lockheed, facing what was once the tennis courts of Jarman Junior High school in the Original Mile Zone. Personally, I am not in favor of apartments, stacked or otherwise, being constructed within the Original Mile. This is an older residential area with older citizens, or young families in starter homes. The prior PR on proposed apartments alluded to young career singles or couples as occupants, meaning a more desirable upscale clientele. I do not recall how that guarantee was proposed to be assured, or the idea the younger generation will not have friends over (major

parking issue) or parties (noise). There are areas in MWC this idea would be more in line with that sales pitch as mentioned in prior comments Next Door – The vacant Sears building. Also very in line with that idea would be the long vacant Oklahoman building on 15th street. Add my name to the “NO” list if one is being compiled.

Thank You,
Judith Flannigan
518 West Lockheed Drive
Midwest City, OK 73110

- 8) From: Mary Hanlon mbhanlon@att.net
Date: **October 5, 2020** at 5:02:20 PM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: The Stack

I am against the apartments . The apartments across from the stadium are ugly. How did they get that approved? We do not need apartments in this area. They were suppose to make original mile pretty this would make it look trashy. I remember the Fleetwood apartments they started looking like slum wards.

- 9) From: "Rosillo, Stephanie A." srosillo@rose.edu
Date: **October 6, 2020** at 9:50:01 AM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: "The Stack"

Good Morning Susan,

My name is Stephanie Rosillo. I have lived in the Original Mile for over 10 years. I have had personal issues with rezoning across the street from me and how disrespectful of my property, access to my home, peace and how often my opinion was disregarded. This took place on daily over the years it took to complete the project, with no benefit to me, my neighbors or the neighborhood. I do not wish that on my worst enemy.

Business owners do not care about the discomfort, and out-right damage, their projects create. They are looking to collect that all-mighty dollar, and with “the City” supporting it and even championing it, it appears that they are lining their pockets as well.

My opinion is to leave the businesses and apartment complexes where they belong, on the main street fronts and leave the neighborhoods and its occupants their peace. The people that live in these homes in the neighborhood purchased their home as it is now, without the overcrowding, lack of parking, visitor parking, 2+ years of construction headaches, increased crime-rates (well, more than we are currently experiencing), and general headaches that comes with each new proposed project.

Why doesn't the city try to enrich this community by creating a space where people can come together to celebrate life, instead of tearing it down and putting up something that no one and nothing but the business owners and city coffers will benefit from? I have a few suggestions about what to put there that will truly benefit our community.

Respectfully,
Stephanie Rosillo
Administrative Assistant to the VP for IT Services
Rose State College
405.733.7356

10) From: Royal Cathedral of Praise royalcop1@yahoo.com
Date: **October 6, 2020** at 10:30:28 AM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: The stacks

We live at 401 E. Atkinson Drive. WE DO NOT WANT THE STACKS!!!!

11) From: Tamara Beadle tbeadle1@cox.net
Date: **October 7, 2020** at 12:29:33 PM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: Stack

Susan,

We live on Lilac Lane which is a direct route out to Air Depot. We have so many speeders through there it's 2 blocks without a stop sign. I have screamed and yelled been flipped off by speeders! The stack is only going to increase the volume of speeders and I'm very much against these apartments they can rename it but it's still the same. Our neighborhood doesn't deserve to be treated this way as Jeff Moore did an estimate of the home owners around the apartments do we have any information of the total home owners in the OM vs. rentals and information on how long the average home owner stays vs a renter. I feel hopeless now. I feel they will do this no matter how much we speak up. I've told you I used to work for the MWC Chamber and I heard all the comments from city officials about what an eye sore our neighborhood is! And why wasn't the brick fence in Midwest Blvd built higher so they didn't have to see any of the homes. I'm very frustrated to see this going forward. I had quite a debate with a Mr. Cheek on the neighborhood app and he said I was making abusive remarks to a 62 yr old man, my husband is almost 67 yrs old he couldn't rebutle what I said so then I was just picking on him.

I hope we can appeal to those council members that voted no last time. It's a shame I've been vested in the OM for almost 30 years, Let me know what I can do help

12) From: Amy Merva amerva@outlook.com
Date: **October 21, 2020** at 10:22:57 PM CDT
To: Ward 1 ward1@midwestcityok.org
Subject: Opposition to the stack

Hi Susan!

I would love to voice my opposition to "the stack".

I am directly across from the proposed "stack". I fought the "bellom project" long and hard because I really enjoy my home. It's not a peaceful or quiet place to live but I love my home. I just lived thru 16 gunshots right outside my front door. THIS CRIME needs to be stopped before "high end"

apartments are built in the middle of this high crime neighborhood. Who in their right mind will pay high prices for ONE BEDROOM apartments where shootings are already typical? The officer that came to my home after the recent shooting said that “this is normal for mwc vs del city games”. Absolutely unacceptable. This is all without mentioning the traffic!!!! I know there was a traffic study but I am willing to argue that the findings are false. I am a stay at home mom that keeps our curtains open and we see the traffic on E Kittyhawk all day everyday. People drive way over the speed limit all day everyday. The unoccupied cop cars aren’t helping. There’s cars speeding down this street all day everyday!

Obviously game nights are even worse... nobody has anywhere to park. They’ll park in the fire lane even. It’s absolutely ridiculous. Same with Sunday church & funerals. I’ve had people ask me to park in my driveway for a funeral because there was nowhere to park. If y’all want to make this anything other than a neighborhood then just say that. Tear the homes down and pay homeowners lovingly. Not what I want but I also don’t want to live directly across from an apartment complex when I’m already dealing with outrageous traffic, shootings, litter and fear for my family. Whatever is decided, something needs to happen to bring safety back into this neighborhood. It’s bad. Thank you so much, Susan. I truly appreciate you.

Amy Merva-Smith



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

TO: Honorable Mayor and Council
FROM: Sara Hancock, City Clerk
DATE: December 8, 2020
SUBJECT: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of Regular Meetings of Council; and providing for repealer, severability and declaring an emergency.


Per Charter, Article I, Section 10: The City Council shall hold at least one (1) regular meeting each month at the Municipal Building at a date and hour to be set by ordinance or resolution.

The attached ordinance would require only one (1) meeting in the months of February, April, May, July, September, November and December.

The Council Meetings for 2021 will be at 6:00 PM, as follows:

January 12 and 26
February 23
March 9 and 23
April 27
May 25
June 8 and 22
July 27
August 10 and 24
September 28
October 12 and 26
November 9
December 14

Action is at the discretion of the Council.



Sara Hancock, City Clerk

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EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this _____ day of _____ 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

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EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this _____ day of _____ 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: December 8, 2020

SUBJECT: Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



FURTHER INFORMATION





The City Of Midwest City
Neighborhood Services Department
Neighborhoods In Action • Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and Council
From: Mike S. Stroh, Neighborhood Services Director
Date: December 8, 2020
Subject: Review of the monthly Neighborhood Services report for October 2020.

In October 2020, the Code Enforcement Division had seven officers for the month. City Clerk's Code Officer was included in these numbers. Together they opened 455 new cases, cleared 667 cases, contracted 55 properties, and wrote 42 new citations. This makes 8,721 cases for the year and we currently have 991 open cases.

Here is a breakdown of all the violations worked for the month.

	October 2019	Total 2019	October 2020	Total 2020
Other Nuisance	121	1,389	122	1,866
Rubbish	182	835	42	906
Structures	32	758	41	1,626
Tall Grass & Weeds	165	2,443	133	2,111
Trash & Debris	111	1,394	89	1,663
Vehicles	48	532	28	447

This shows a comparison between 2019 and 2020 of the total cases worked by each ward.

	October 2019	Total 2019	October 2020	Total 2020
Ward 1	211	2,227	112	3,170
Ward 2	129	1,196	87	923
Ward 3	119	1,530	107	2,147
Ward 4	55	616	28	495
Ward 5	109	1,318	87	1,396
Ward 6	43	755	33	541

For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-two notice types; Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types; Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count four notice types; Commercial Soft Surface, Inoperative Vehicle, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

Notice of regular Midwest City Planning Commission meetings in 2020 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2019 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

November 3, 2020 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on November 3, 2020 at 7:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Dean Hinton
 Jess Huskey
 Dee Collins
 Jim Campbell
 Rick Dawkins

Commissioner absent: Jim Smith

Staff present: Billy Harless, Community Development Director
 Kellie Gilles, Current Planning Manager
 Brandon Bundy, City Engineer
 Sarah Steward, Associate Current Planner

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 7:00 p.m.

B. MINUTES

1. A motion was made by Collins, seconded by Dawkins, to approve the minutes of the October 6, 2020 Planning Commission meeting as presented. Voting aye: Hinton, Huskey, R. Smith, Collins, Campbell and Dawkins. Nay: none. Motion carried.

C. NEW MATTERS

1. (PC-2053) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property addressed as 2200 Saint Luke. This item was continued from October.

Staff presented a brief description of the request. The applicant, Roshan Kalra, 220 N. Saint Luke, Midwest City, was present. There was general discussion. A motion was made by R. Smith, seconded by Campbell to recommend approval of this item. Voting aye: Hinton, Huskey, Collins, Campbell, R. Smith and Dawkins. Nay: none. Motion carried.

2. (PC-2058) Public hearing with discussion and consideration of an ordinance to redistrict from SPUD, Simplified Planned Unit Development governed by the I-1, Light Industrial district to Amended SPUD, for the property described as a part of the SE/4 of Section 29, T-12-N, R-2-W, located at 1101 N. Sooner Road.

Staff presented a brief overview of this item. The applicant, AJ Shresha of 1101 N. Sooner Rd., Midwest City, present. There was general discussion about the item. A motion was made by Collins, seconded by Huskey, to recommend approval of this item. Voting aye: Collins, R. Smith, Huskey, Hinton, Campbell and Dawkins. Voting nay: none. Motion carried.

3. (PC-2059) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-3, Community Commercial subject to staff comments, for the properties described as Lots 1 and 2 of Block A of the Marydale Acres Addition, addressed as 1101 and 1107 N. Post Rd.

Staff presented a brief overview of this item. A motion was made by Huskey, seconded by Dawkins, continue this item to the December 1, 2020 Planning Commission agenda. Voting aye: Campbell, Hinton, R. Smith, Collins, Huskey and Dawkins. Nay: none. Motion carried.

4. (PC-2060) Public hearing with discussion and consideration of an ordinance to redistrict from PUD, Planned Unit Development, governed by the I-2, Moderate Industrial district, to Amended PUD, Planned Unit Development, governed by the I-2, Moderate Industrial district subject to staff comments, for the properties described as Lots 1, 4, 8, 9, 10 and 11 of the Global Business Centre Addition. The lots are addressed as 2700, 2710, 2800, 2830, 2800 and 2841 Global Parkway.

Staff presented a brief overview of this item. The applicant, Donald Nevard of 2025 NW Grand Ave., OKC, was present. There was general discussion. A motion was made by Dawkins, seconded by Campbell to recommend approval of this item subject to staff comments. Voting aye: R. Smith, Collins, Campbell, Hinton, Huskey and Dawkins. Nay: none. Motion carried.

5. (PC-2061) Discussion and consideration of approval of the Preliminary Plat of StatusOne described as a part of the SW/4 of Section 12, T11N, R2W, addressed as 2500 S. Douglas Boulevard.

Staff presented a brief overview of this item. The applicant's representative, Jon Doyle of 11912 N. Pennsylvania, OKC, was present. There was general discussion. A motion was made by Huskey, seconded by Hinton to recommend approval of this item subject to staff comments. Voting aye: R. Smith, Collins, Campbell, Huskey, Hinton and Dawkins. Nay: none. Motion carried.

D. COMMISSION DISCUSSION: General Discussion.

E. PUBLIC DISCUSSION: None.

F. FURTHER INFORMATION: None.

G. ADJOURNMENT

There being no further matters before the Commission, Chairman R. Smith adjourned the meeting at 7:22 p.m.

(KG)



BOARD OF DIRECTORS SPECIAL MEETING AGENDA

WEDNESDAY, OCTOBER 21, 2020

2:30 P.M.

**420 W. MAIN STREET, OKLAHOMA CITY, OK
10TH FLOOR CONFERENCE ROOM**

SPECIAL MEETING

DIRECTORS:

City of Del City	Donald Vick
City of Edmond	James Boggs, Treasurer
City of Midwest City	Aaron Budd
City of Moore	Steve Eddy
City of Norman	Marion Hutchison, Vice Chair
City of Oklahoma City	Brad Henry, Chair
City of Oklahoma City	Mary Mélon, Secretary

Virtual Meeting: <https://okc.zoom.us/j/97260405402>

**Meeting ID: 972 6040 5402
Passcode: 096470**



BOARD OF DIRECTORS SPECIAL MEETING AGENDA

MEETING

It is the policy of RTA to ensure communication with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability that would like to participate in the meeting but requires an accommodation, modification of policies/procedures, auxiliary aid or service, or an alternate format of the agenda/information provided at the meeting, please contact the Trust Specialist at 405-297-2824 within 48 hours (not including weekends or holidays) of scheduled meeting. Individuals utilizing TTY/TDD technology for telephone communication should utilize the free "711 Relay Oklahoma" service by dialing 711 to assist you in contacting the Trust Specialist.

VIRTUAL MEETING

Phone No: 1-346-248-7799 or 1-888-475-4499 (toll free)

Meeting ID: 972 6040 5402

Passcode: 096470

Due to COVID-19 social distancing recommendations, RTA encourages virtual participation in the public meeting from the residents of Oklahoma City, Del City, Edmond, Midwest City, Moore and Norman. Below are instructions on how to listen to the meeting, request to speak on certain agenda items and how to request to speak under Public comments.

To speak on a certain agenda item, place a call, in advance of the meeting to 405-297-2824 or text your request in advance of the meeting to 405-479-1615 or email lisa.hubbell@okc.gov. Include your name, the agenda item number and the reason you would like to speak. **Please submit your request prior to the beginning of the meeting to avoid receiving your request after your item has been considered.** Staff will attempt to submit requests received during the meeting to process them to the Chair. When you are recognized by the Chair, please press *6 to unmute your phone.

If the virtual meeting is disconnected, staff will attempt to restore communications for a maximum of 15 minutes and if communications cannot be restored, the meeting will reconvene to the next regularly scheduled meeting. If you are disconnected, please try again before calling 405-297-2824 or texting 405-479-1615.



BOARD OF DIRECTORS SPECIAL MEETING AGENDA

AGENDA

October 21, 2020

2:30 p.m.

420 W Main Street, Oklahoma City, OK

10th Floor Conference Room

SPECIAL MEETING

1. **Call to Order** – Brad Henry, RTA Board Chair
2. **Roll Call** – Brad Henry, RTA Board Chair
3. **Consider approval of Minutes of September 16, 2020 Regional Transportation Authority Meeting**
4. **Executive Director Reports** – Jason Ferbrache, Interim Executive Director
 - A. Administration Report
5. **Committee Reports** – Board of Directors
 - A. Property Acquisition Committee
 - B. Outreach Committee
6. **Consider approval of Travel Policy**
7. **Consider approval of Capital Asset Policy**



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS SPECIAL MEETING AGENDA

-
8. Consider adoption of resolution approving the Regional Transportation Authority of Central Oklahoma Regular Meeting Schedule for Calendar Year 2021.
 9. Receive Financial Report(s), and Approve Claims, Period of September 1, 2020 through September 30, 2020.
 10. Project Update: Alternative Analysis Update – Kimley Horn
 11. Public Comments – Brad Henry, RTA Board Chair
 12. New Business – Brad Henry, RTA Board Chair

Non action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.

13. Adjournment



BOARD OF DIRECTORS MEETING MINUTES

The special meeting of the Regional Transportation Authority (RTA) was convened at 2:37 p.m. on Wednesday, September 16, 2020, via in person and videoconference. The agenda was filed with the City Clerks of the City of Del City, the City of Edmond, the City of Midwest City, the City of Moore, the City of Norman, The City of Oklahoma City, and the Oklahoma County Clerk on September 14, 2020, at 12:49 p.m. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 15 minutes, items remaining for consideration will be moved to a certain date and time.

RTA Board of Directors Present

Brad Henry, Chair
Marion Hutchison, Vice Chair
James Boggs, Treasurer
Mary Mélon, Secretary
Donald Vick
Aaron Budd
Steve Eddy

Entity

Oklahoma City
Norman
Edmond
Oklahoma City
Del City
Midwest City
Moore

RTA Board of Directors Absent

None

Municipal Staff Support Present

Tom Leatherbee, Del City
Randy Entz, Edmond
Josh Moore, Edmond
Billy Harless, Midwest City
Brooks Mitchell, Moore
Sean O'Leary, Norman

Guests Present

Kathryn Holmes, Holmes & Assoc.
Liz Scanlon, Kimley-Horn
Luke Schmidt, Kimley-Horn
Kyle Keahey, Kimley-Horn
Greg Kyle, Kimley-Horn
Derek Sparks, OKC Chamber
Bill Crum, The Oklahoman

RTA Support Team

Jason Ferbrache, Interim Executive Director
Hailey Rawson, COTPA Legal Counsel
Suzanne Wickenkamp, Administrative Manager,
Michael Scroggins, Public Information Manager
Tysheeka Holley, Graphic Design Specialist
Lisa K. Hubbell, Trust Specialist
Kari Shamblin, Planning Technician
Justin Broesel, Marketing & I.T.

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

SEPTEMBER 16, 2020

2:30 P.M.

SPECIAL MEETING AGENDA

1. Call to Order – Brad Henry, RTA Board Chair

Governor Henry called the meeting to order at 2:37 p.m.

2. Roll Call – Brad Henry, RTA Board Chair

PRESENT: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick. ABSENT: None

3. Minutes of July 15, 2020 Regional Transportation Authority Meeting

MOTION TO REVISE ACTION ON ITEM 10, FROM "RECEIVED" TO "RECEIVED RATIFIED, AND APPROVED". Moved by Henry, seconded by Eddy. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

APPROVED. Moved by Eddy, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

4. Executive Director Reports – Jason Ferbrache, Interim Executive Director

A. Administration Report

Suzanne Wickenkamp provided a verbal report.

5. Committee Reports – Board of Directors

A. Property Acquisition Committee

Vice-Chair Hutchison provided a verbal report, noting the committee had not met since the last meeting. Vice-Chair Hutchison introduced Derek Sparks, Greater Oklahoma City Chamber of Commerce, for a legislative update. Mr. Sparks provided a brief summary of previous steps the board had taken, and noted he is ready to move forward to reactivate the same legislation that was introduced last year, stating the Chamber of Commerce will continue to move forward as they did last year. Mr. Sparks also acknowledged the challenges noting the legislature will be sorting through an avalanche of re-filed legislative initiatives, but all the feedback he has received is supportive. Chair Henry encouraged Mr. Sparks to move forward and thanked him for his help with this initiative noting the RTA couldn't do this without him.

B. RTA 21-001 External Audit Services Evaluation Committee

Director Boggs provided a verbal report of the committee, noting the evaluation committee had met and after performing the evaluation, the committee is recommending approval of the contract with Allen, Gibbs & Houlik, L.C.

6. Formation of a New Committee – Discuss forming new committee for the purpose of facilitating communication regarding RTA progress to member cities and key stakeholders.

Chair Henry noted the RTA needs a more focused strategic effort to keep the member cities updated, as well as other stakeholders, on RTA initiatives. Chair Henry discussed formation of a new committee called the Outreach Committee. For the next 10-months, the committee will be responsible for re-engaging stakeholders with the assistance of Interim Executive Director Jason Ferbrache and RTA Representative Kathryn Holmes. The outreach will re-engage member cities, chambers of commerce, the Oklahoma Department of Transportation (ODOT), Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Association of Central Oklahoma Governments (ACOG), and other major partners and stakeholders. The Outreach Committee will reacquaint the stakeholders with the Alternative Analysis (AA) Update Study, and what will be occurring over the next couple of years. The committee will review planning work done in 2015, and work with member cities' planning departments the importance of preserving the proposed rail corridor, and gain understanding of future municipal tax environment. Beginning in October, it is expected the committee will meet with member cities, ensuring member cities are contacted at least once every quarter. Next year, in conjunction with the Kimley-Horn AA Update, the RTA will form a Stakeholder Advisory Committee that will include a broader membership that will participate in local workshops to inform the public of the AA update process. Chair Henry reached out to Directors Budd, Eddy, and Mélon to serve on the committee, and they agreed. The committee will serve as Board oversight to the Stakeholder Advisory Committee. RTA Representative Kathryn Holmes noted that member city representative directors will be asked to participate in the meetings with their city. There may a need for one of the appointed members to bow out of a monthly meeting so the member's representative can participate without violating Open Meetings Act requirements.

7. Consider Ratifying and Approving Addendum No. 1; and Approving Professional Services Agreement with Allen, Gibbs & Houlik, L.C. for independent auditing services, estimated cost of \$12,600, September 4, 2020 to September 3, 2025.

RATIFIED and APPROVED. Moved by Mélon, seconded by Vick. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

8. Receive Financial Report(s), and Ratify and Approve Claims

A. Period of July 1, 2020 through July 31, 2020

RECEIVED, RATIFIED AND APPROVED. Moved by Hutchison, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

B. Period of August 1, 2020 through August 31, 2020

RECEIVED AND APPROVED. Moved by Hutchison, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

9. Public Comments – Brad Henry, RTA Board Chair

No comments received.

Chair Henry recessed the meeting at 3:10 p.m. The meeting was reconvened at 3:23 p.m.

10. Project Kick Off: Alternative Analysis Update – Kimley Horn

Liz Scanlon and Luke Schmidt from Kimley-Horn presented an overview of their organization and the methodology that will be utilized to update the Alternatives Analysis. Ms. Scanlon also presented Kimley-Horn's partners that will be utilized for different components of the project.

11. New Business – Brad Henry, RTA Board Chair

No new business.

12. Adjournment – 4:21 p.m.

ADJOURNED. Moved by Vick, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

APPROVED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **21st** day of **October 2020**.

ATTEST:

Mary Mélon, Secretary

Brad Henry, Chairperson



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approval of Travel Policy to establish guidelines and reimbursement policies for board, employee, and consultant travel.

Background

Last month, a draft copy of the Travel Policy was distributed to the Board of Directors for review. After receiving input from the directors, a few changes were made, separating the procedures from the policy and adding a section related to consultant's travel.

The Regional Transportation Authority of Central Oklahoma (RTA) Travel Policy is being presented to the Board for final approval.

Recommendation: Approve the Travel Policy.

Jason Ferbrache
Interim Executive Director

RTA

Regional Transportation Authority of Central
Oklahoma

Travel Policy

This manual addresses the policies for travel expenditures and reimbursements for travel related expenses.





The City of

MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: Tuesday, December 08, 2020

Subject: Monthly Residential and Commercial Building report for OCT 2020

Things are starting to get back to normal. Another permit was issued for a stand alone business in Center Market Place. With the rising cost of building supplies New Residential permits are staying steady.

Billy Harless, AICP
Community Development Director

BH:ad

Midwest City Building Report
BUILDING REPORT OCTOBER 2020

5	INDIVIDUAL RESIDENCES	\$	958,500.00
	DUPLEXES		
1	APARTMENTS REMODEL/NEW	\$	300,000.00
	CONDOMINIUMS/TOWNHOUSE/APARTMENTS (STUDENT HOUSING)		
	PRIVATE GARAGES		
3	RESIDENTIAL REPAIR & EXPANSION	\$	122,000.00
9	FENCES	\$	29,396.00
1	SWIMMING POOLS/HOT TUBS	\$	56,000.00
2	CARPORTS	\$	6,460.00
2	PATIO COVER	\$	2,000.00
	PERSONAL STORAGE UNIT		
5	ACCESSORY BLDG.	\$	51,500.00
2	STORM SHELTER	\$	4,700.00
1	DEMOLITION	\$	9,180.00
5	DRIVE WAY		
	HOUSE RELOCATE (MOVE IN) / HOUSE MOVING (OUT)		
	RETAINING WALL		
11	ROOF	\$	100,260.00
	TOTAL VALUE OF RESIDENTIAL		<u>\$1,639,996.00</u>
	<u>INDUSTRIAL AND COMMERCIAL:</u>		
1	NEW BUSINESS STRUCTURES	\$	600,000.00
2	BUSINESS STRUCTURES REPAIRED/ EXPANDED	\$	75,000.00
	ACCESSORY BLDG.		
5	SMALL WIRELESS FACILITIES OR TOWERS	\$	375,880.00
7	SIGNS	\$	25,400.00
	DEMOLITION		
	TENANT FINISH		
	POOLS		
	CANOPY/COVERED PARKING/PATIO COVER		
	FENCE		
	TENTS / SEASONAL BUILDINGS / REVOCABLE		
	DRIVE WAY/ PARKING LOT		
	RETAINING WALL		
1	ROOF	\$	20,000.00
	TOTAL VALUE OF INDUSTRIAL/ COMMERCIAL BUILDINGS		<u>\$496,280.00</u>
	<u>PUBLIC AND SEMI PUBLIC</u>		
	NEW SCHOOL STRUCTURES		
	SCHOOL STRUCTURE REPAIR/ EXPANDED		
	SCHOOL STRUCTURE MOVED IN		
	SIGNS		
	CITY MONUMENT SIGN		
	NEW CHURCH		
	NEW CHURCHES (REMODEL EXISTING SPACE)		
	ACCESSORY BLDG.		
	HOTEL NEW OR REMODEL		
	CHURCH REPAIR/ EXPANDED		
	NEW HOSPITAL STRUCTURE		
	HOSPITAL STRUCTURE REPAIR / EXPANDED		
1	CITY PROPERTY REPAIR Sheraton	\$	1,100,000.00
	CITY PROPERTY NEW		
	DEMOLITIONS		
	DRIVE WAY PARKING LOT		
	ROOF		
	TOTAL VALUE OF PUBLIC AND SEMI-PUBLIC BUILDINGS		<u>\$1,100,000.00</u>
	GRAND TOTAL VALUE OF BUILDING PERMITS ISSUED		<u>\$3,236,276.00</u>

NEW SINGLE RESIDENTIAL BUILDING PERMITS

Oct-2020

ADDRESS	BUILDER/CONTRACTOR	PERMIT #		VALUE
10304 SE 24TH ST	HOME CREATIONS INC	20	1749	\$130,500.00
12514 FOREST TER	SWM AND SONS	20	1740	\$257,000.00
12600 FOREST TER	SWM AND SONS	20	1710	\$250,000.00
13248 SAWTOOTH OAK RD	IDEAL HOMES	20	1785	\$160,000.00
2409 CEDAR ELM PL	IDEAL HOMES	20	1782	\$161,000.00

NEW DUPLEX RESIDENTIAL BUILDING PERMITS

ADDRESS BUILDER/CONTRACTOR PERMIT # VALUE

DEMOLITION or MOVE

ADDRESS	CONTRACTOR	PERMIT #		VALUE
10405 SE 21ST ST	MIDWEST WRECKING CO	20	1847	\$9,180.00

REPLACE EXISTING ROOF

ADDRESS	CONTRACTOR	PERMIT #		VALUE
1000 BELL DR	PARKER BROTHERS (ESCROW)	20	1858	\$6,100.00
104 OAKTREE LN	YELLOW FOOTPRINTS ROOFING	20	1879	\$10,000.00
10613 JEANIE CT	SH VAUGHN CONSTRUCTION	20	1799	\$6,000.00
2025 TURNER DR	PARKER BROTHERS (ESCROW)	20	1863	\$6,400.00
214 E JACOBS DR	PARKER BROTHERS (ESCROW)	20	1770	\$6,500.00
220 SHADYBROOK PL	TRINITY RESTORATION & CONSTRUC	20	1807	\$10,000.00
300 E HARMON DR	THE CREW ROOFING	20	1793	\$8,760.00
3708 ROLLING LANE CIR	TRIPLE DIAMOND CONSTR	20	1910	\$18,000.00
4201 N OAK GROVE ST	HEINTZELMAN ROOFING(ESCROW)	20	1795	\$12,000.00
9716 RHYTHM RD	DARRELL W AND CAROL HENNINGER	20	1921	\$6,500.00
9832 NE 5TH ST	PARKER BROTHERS (ESCROW)	20	1843	\$10,000.00

BUSINESS CERTIFICATE OF OCCUPANCY/CHANGE OF OWNERSHIP**Oct-2020**

ADDRESS	NAME OF BUSINESS	APPLICANT	PERMIT #	
1265 N AIR DEPOT BLVD EF	ABP FARMS LLC MM PROCESSOR	DUSTIN PROVENZANO	20	1870
1401 S DOUGLAS BLVD R	DAVID CLAMPITT CPA	DAVID CLAMPITT	20	1783
1701 S AIR DEPOT BLVD 4	FREDS FARMACOPIA	VICTORIA SHAPARD	20	1815
224 S SOONER RD	CANNA CULT	CHRISTOPHER GALINDEZ	20	1908
2701 LIBERTY PKY 302	KOMAN CONSTRUCTION		20	1885
6205 SE 15TH ST A	HIGH HOUSE	BCN INDUST /JIHAD KHALIL	20	1796
6620 E RENO AVE	COMALLI MEXICAN KITCHEN	JOSE IBARRA JR	20	1869
6909 E RENO AVE	BROWN'S DRIVING SCHOOL	DUANE BROWN	20	1780
824 S AIR DEPOT BLVD SUITE B	ASSIST WIRELESS	JEREMIAH LORENTZ	20	1907
8700 SE 29TH ST	STACK & STORE STORAGE	3B STORAGE / BEN BORDEAUX	20	1915
8911 SE 29TH ST A & C	MAD VAPES	MVRB2 / SHARON BLACK	20	1808
5915 SE 15TH ST	THE OLIVE GARDEN	OLIVE GARDENS HOLDING	19	2186

INDUSTRIAL & COMMERCIAL BUILDINGS NEW

Oct-2020

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
5916 SE 15TH ST	DUTCHBROS COFFEE	\$600,000.00	CORALIC	20	1566

REPAIR/ REMODEL/ADD ON

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
10701 WATER PLANT RD	ALTERATION OF TOWER	\$25,000.00	AT&T (AL)	20	1728
300 N AIR DEPOT BLVD	EQUIPMENT UPGRADE	\$25,000.00	VERIZON (T-MOBILE)	20	1791
301 W MID AMERICA BLVD	EQUIPMENT UPGRADE	\$25,000.00	VERIZON (T-MOBILE)	20	1856
200 S MIDWEST BLVD	AMERICAN CANNABIS	\$50,000.00	SAM MOORE ARCHITECT	20	1405
9950 SE 15TH ST	REMODEL OF PHARMACY	\$25,000.00	PATRICIA SEAMANS	20	1608

TENANT FINISH OR WHITE BOX

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #
---------	-------------	-----------	---------------------	----------

DEMOLITION

ADDRESS	VALUE
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REPLACE EXISTING ROOF

ADDRESS	VALUE	CONTRACTOR	PERMIT #
9917 SE 15TH ST	\$20,000.00	ADMIRAL ROOFING & CONSTR	20 1769

PUBLIC & SEMI PUBLIC BUILDINGS

Oct-2020

NEW

NEW	ADDRESS	DESCRIPTION	CONTRACTOR OR OWNER	EST. COST	PERMIT #	
	10713 E RENO AVE	NEW 150' MONOPOLE CELL TOWER		\$150,000.00	20	1838
	207 S AIR DEPOT BLV	NEW CELL TOWER	AT&T (TROY WILLIAMS	\$150,880.00	20	1794

SEMI PUBLI BUILDING

REMODEL/ADD ON

REPAIR/
REMODEL

	ADDRESS	DESCRIPTION	CONTRACTOR OR OWNER	EST. COST	PERMIT #	
	3834 N OAK GROVE S	REMODEL FOR THE RIDGE LEASING OFFICE	LAKEVIEW TOWER-3 AFFORDABLE	\$300,000.00	19	2192
	5750 WILL ROGERS F	REMODEL FOR LOBBY/ RESTAURANT	CMS WILLOWBROOK	\$1,100,000.00	20	1895

REPLACE EXISTING ROOF

ADDRESS DESCRIPTION VALUE CONTRACTOR PERMIT #

LOCATION / DESCRIPTION OF APPLICATION

NAME OF APPLICANT OR OWNER PC# or BA#

<p>The Curve, described as a part of the SW/4 of Section 8, T11N, R1W, located at 11004 SE 28th Street. This item was continued from September</p>	<p>Brad Reid of Crafton Tull</p>	<p>PC – 2051</p>
<p>Rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property addressed as 2200 Saint Luke.</p>	<p>Roshan Kalra</p>	<p>PC – 2053</p>
<p>Amending Appendix A, Zoning, Section 5, Supplemental Regulations, of the Midwest City Code, by amending subsection 5.7.2, Trash Dumpster(s) and Enclosures; and providing for repealer and severability.</p>	<p>Planning Dept, City of Midwest City</p>	<p>PC – 2054</p>
<p>Final Plat of the Soldier Creek Industrial Park (SCIP), described as a part of the NE/4 of Section 27, T-12-N, R-2-W, located at 7900 NE 23RD Street.</p>	<p>Robert Coleman, Economic Development Director for the City of Midwest City</p>	<p>PC – 2055</p>
<p>Approval of a resolution for a Special Use Permit (SUP) to allow the use of communication services in the R-6, Single Family Detached Residential District for the property described as a part of the NW/4 of section 36 T-12-N, R-2-W, located at 600 N. Douglas Boulevard.</p>	<p>Ralph Wyngarden</p>	<p>PC – 2056</p>
<p>Redistrict from R-6, Single Family Detached Residential to PUD, Planned Unit Development, governed by the R-HD, High Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential and PSP, Public/Semi-Public, to HDR, High Density Residential, for the property described as Lots 9-13, 17 and 18, Block 5 of the Pine Addition.</p>	<p>David Box</p>	<p>PC-2057</p>

STORM WATER QUALITY PERMITS

Oct-2020

DATE	LOCATION / DESCRIPTION	NAME OF CONTRACTOR OR OWNER	PERMIT #
10/06/2020	8712 E MAIN ST	FREEDOM VILLAS	20-1763

LAND DISTURBANCE PERMIT

DATE	LOCATION / DESCRIPTION	NAME OF CONTRACTOR OR OWNER	PERMIT #
10/28/2020	10405 SE 21ST ST	MIDWEST WRECKING CO	20-1847
10/06/2020	8712 E MAIN ST	FREEDOM VILLAS	20-1763

TOTAL RESIDENTIAL PERMITS 2018

<u>MONTH</u>	<u>NO</u>	<u>ESTIMATED COST</u>
JANUARY	7	\$ 1,477,000.00
FEBRUARY	5	\$ 652,000.00
MARCH	23	\$3,441,025.00
APRIL	26	\$ 1,909,858.00
MAY	32	\$ 3,858,300.00
JUNE	30	\$ 4,186,100.00
JULY	7	\$ 709,400.00
AUGUST	12	\$ 1,847,800.00
SEPTEMBER	16	\$ 2,785,440.00
OCTOBER	8	\$ 1,018,500.00
NOVEMBER	10	\$ 1,200,000.00
DECEMBER	19	\$ 3,328,100.00
TOTAL	195	\$ 26,413,523.00

14 RESD \$1,851,250.00
 11- 6 PLEX W/ Common \$58,608.00

TOTAL RESIDENTIAL PERMITS 2019

<u>MONTH</u>	<u>NO</u>	<u>ESTIMATED COST</u>
JANUARY	2	\$ 235,000.00
FEBRUARY	11	\$ 1,911,500.00
MARCH	16	\$ 2,472,200.00
APRIL	22	\$ 3,225,000.00
MAY	12	\$ 1,678,500.00
JUNE	25	\$ 3,070,400.00
JULY	13	\$ 1,838,200.00
AUGUST	12	\$ 2,189,900.00
SEPTEMBER	7	\$ 1,236,857.00
OCTOBER	15	\$ 1,809,000.00
NOVEMBER	4	\$ 490,500.00
DECEMBER	12	\$ 1,831,500.00
TOTAL	151	\$ 21,988,557.00

11 Single Family Homes \$1,678,500.00
 1 RSC Student Housing \$4,247,440.00

TOTAL RESIDENTIAL PERMITS 2020

<u>MONTH</u>	<u>NO</u>	<u>ESTIMATED COST</u>
JANUARY	12	\$ 1,684,000.00
FEBRUARY	7	\$ 3,268,500.00
MARCH	15	\$ 2,158,000.00
APRIL	12	\$ 2,339,000.00
MAY	9	\$ 1,296,750.00
JUNE	15	\$ 2,361,482.00
JULY	16	\$ 2,399,938.00
AUGUST	8	\$ 1,092,967.00
SEPTEMBER	5	\$ 1,077,720.00
OCTOBER	5	\$ 958,500.00

TOTAL COMMERCIAL PERMIT-2018 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	3	\$ 4,210,600.00
FEBRUARY	3	\$ 21,170,300.00
MARCH	1	\$ 35,000.00
APRIL	2	\$ 115,000.00
MAY	1	\$ 475,000.00
JUNE	0	\$ -
JULY	2	\$ 2,500,000.00
AUGUST	1	\$ 1,699,000.00
SEPTEMBER	6	\$ 4,075,000.00
OCTOBER	0	
OCTOBER	5	\$ 18,775,000.00 comm school
NOVEMBER	3	\$ 682,500.00 COMM
NOVEMBER		\$ 11,615,772.00 SCHOOL
DECEMBER	0	
DECEMBER	0	
TOTAL	27	\$ 65,353,172.00

TOTAL COMMERCIAL PERMIT-2018 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	1	\$ 180,000.00
FEBRUARY	3	\$ 230,000.00
MARCH	7	\$ 422,200.00
APRIL	3	\$ 618,391.00
MAY	2	\$ 49,615.00
JUNE	5	\$ 196,500.00
JULY	5	\$ 1,042,452.00
AUGUST	5	\$ 267,000.00
SEPTEMBER	4	\$ 151,200.00
OCTOBER	6	\$ 481,000.00 comm
OCTOBER	2	\$ 820,000.00 school
NOVEMBER	4	\$ 123,382.00 COMM
NOVEMBER	3	\$ 746,455.00 SCHOOL
DECEMBER	2	\$ 6,800.00 COMM
DECEMBER	1	\$ 40,000.00 SCHOOL
TOTAL	53	\$ 5,374,995.00

TOTAL COMMERCIAL PERMIT-2019 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	6	\$ 2,505,000.00 Comm
JANUARY	1	\$ 1,540,000.00 Church
FEBRUARY	2	\$ 3,025,000.00
FEBRUARY	0	
MARCH	4	\$ 1,863,500.00
APRIL	0	
MAY	0	
JUNE	2	\$ 115,000.00
JULY	2	\$ 467,000.00
AUGUST	2	\$ 1,540,000.00 add/new 3 1F 2 were rptd on shell
AUGUST	3	\$ 20,000.00
SEPTEMBER	1	\$ 500,000.00
OCTOBER	3	\$ 635,000.00
NOVEMBER	0	
DECEMBER	1	\$ 2,400,000.00 Animal Services
TOTAL	27	\$ 14,610,500.00

TOTAL COMMERCIAL PERMIT-2019 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	4	\$292,000.00 Comm
JANUARY	1	\$3,000,000.00 School
FEBRUARY	8	\$22,365.00
FEBRUARY	1	\$45,000.00 SCHOOL
MARCH	3	\$6,300.00
APRIL	6	\$359,383.00
MAY	6	\$755,500.00
JUNE	4	\$1,025,000.00
JULY	4	\$563,150.00
AUGUST	2	\$163,000.00
AUGUST	1	\$4,700,000.00 School
SEPTEMBER	3	\$59,000.00
OCTOBER	5	\$1,049,900.00
NOVEMBER	3	\$16,050.00
DECEMBER	5	\$84,100.00
TOTAL	56	\$12,140,748.00

TOTAL COMMERCIAL PERMIT-2020 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	2	\$ 2,425,000.00
FEBRUARY	0	-
MARCH	1	\$ 250,000.00
APRIL	0	
MAY	0	
JUNE	2	\$ 2,540,000.00
JUNE	-	
JULY	1	\$ 175,000.00
AUGUST	0	
SEPTEMBER	0	
OCTOBER	1	\$ 600,000.00

TOTAL COMMERCIAL PERMIT-2020 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	10	\$439,000.00
FEBRUARY	6	\$2,576,671.00
MARCH	4	\$1,111,406.00
APRIL	3	\$118,000.00
MAY	4	\$778,500.00
JUNE	4	\$684,500.00
JUNE	1	\$131,000.00 LIBRARY
JULY	2	\$810,000.00
AUGUST	2	\$23,000.00
SEPTEMBER	10	\$646,021.00
OCTOBER	9	\$1,850,880.00

Oct-2020

BUILDING INSPECTIONS	CURRENT MONTH	YEAR TO DATE
NUMBER OF BUILDING FINAL INSPECTIONS:	28	233
NUMBER OF BUILDING C/O INSPECTIONS RESIDENTIAL:	14	111
NUMBER OF BUILDING C/O INSPECTIONS COMMERCIAL:	18	177
NUMBER OF MISC BUILDING INSPECTIONS:	5	44
NUMBER OF ENGINEERING SITE INSPECTIONS:	7	102
NUMBER OF STORM SHELTER INSPECTIONS:	1	60
NUMBER OF CITATIONS ISSUED:		
NUMBER OF NOTICE AND ORDERS ISSUED:		
NUMBER OF WARNINGS ISSUED:		
NUMBER OF POSTING/PLACARD:		7
NUMBER OF PENALTIES:	18	258
TOTAL NUMBER OF INSPECTIONS: all inspectors	703	5,925



Vaughn Sullivan
Assistant City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
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Office: 405-739-1207
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan, Assistant City Manger

DATE: December 8, 2020

SUBJECT: Review of the 2020 Aquatics Report

The 2020 pool season went well with minimal incidents. Three days were affected in some degree by cool temperatures, rain and lightning. We were closed one full day this season due to weather and had two other days where we closed early, or 30+ minutes during hours because of weather.

We were staffed this season with 71 positions filled. We had a two-shift rotation which kept guards on stand for minimal periods at a time. The stipend was successful again this year with 41 out of 71 employees working to the end of season. Stipend cost \$12,300.00.

The full report is attached for review.

Vaughn Sullivan
Assistant City Manager



Andrea Oldham, Sports and Aquatics Supervisor

Date: 10/19/2020
Submitted to: Parks and Recreation Board
From: Andrea Oldham
Subject: 2020 Aquatics Report

The 2020 pool season went well with minimal incidents. Three days were affected in some degree by cool temperatures, rain and lightning. We were closed one full day this season due to weather and had two other days where we closed early, or 30+ minutes during hours because of weather.

We were staffed this season with 71 positions filled. We had a two-shift rotation which kept guards on stand for minimal periods at a time. The stipend was successful again this year with 41 out of 71 employees working to the end of season. Stipend cost \$12,300.00.

2020 Revenue Breakdown

Admissions	Pool Rental	Passes	Swim Lessons	Doggy Paddle	Mom/Son Luau	Concessions	Merchandise
\$131,492.50	\$20,300	\$40,370	\$405	\$468	\$784	\$12,473.00	\$ 33.49

Pool Information	2020	2019	2018
Ave Patrons/ Day	309	489	481
Pool Pass Total	1014	1459	1466
B-Day Rental	91	116	116
After Hour Party Rental	58	57	59
Daycares	788 kids	2911 Kids	2894 Kids
Mommy/Son Luau	98	147	135
Doggie Paddle	78	174	159
Early Bird Pass	526	825	882
Swim Lessons	81	84	148
Total Patrons	24,135	41,093	40,992
Concession	\$12,473.00	\$16,655	\$15,432
Total Income	\$194,855.93	\$261,059.47	\$249,359.83

2019

Month	Season Passes	Admission	Rentals	Concessions	Mommy/Son Luau	Merchandise	Doggie Paddle	Long/Short	Total
Acct. No.	010-0000-347-16-23	010-0000-347-16-15	010-0000-347-16-22	010-0000-347-16-19	115-7815-347-25-63	010-0000-347-16-26	115-2325-347-16-25	010-0000-370-01-10	
February	\$70.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00
March	\$4,970.00	\$0.00	\$11,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,870.00
April	\$8,435.00	\$0.00	\$5,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,455.00
May	\$28,085.00	\$16,233.00	\$2,120.00	\$0.00	\$14.68	\$34.59	\$0.00	(\$69.45)	\$46,417.82
June	\$13,320.00	\$66,698.50	\$2,070.00	\$7,032.00	\$425.24	\$318.98	\$0.00	(\$275.05)	\$89,589.67
July	\$1,575.00	\$58,628.00	\$1,480.00	\$7,545.00	\$733.27	\$214.51	\$0.00	\$0.75	\$70,176.53
August	\$0.00	\$18,794.00	\$500.00	\$1,560.00	\$0.00	\$46.52	\$93.50	\$13.00	\$21,007.02
September	\$0.00	\$2,012.00	\$0.00	\$518.00	\$0.00	\$0.00	\$874.43	\$69.00	\$3,473.43
Total	\$56,455.00	\$162,365.50	\$23,090.00	\$16,655.00	\$1,173.19	\$614.60	\$967.93	-\$261.75	\$261,059.47

2020

Month	Season Passes	Admission	Rentals	Concessions	Mommy/Son Luau	Merchandise	Doggie Paddle	Long/Short	Total
Acct. No.	010-0000-347-16-23	010-0000-347-16-15	010-0000-347-16-22	010-0000-347-16-19	115-7815-347-25-63	010-0000-347-16-26	115-2325-347-16-25	010-0000-370-01-10	
January	\$70.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00
March	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.00
April	\$245.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$245.00
May	\$17,115.00	\$0.00	\$3,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,385.00
June	\$19,500.00	\$65,702.00	\$3,470.00	\$6,197.00	\$0.00	\$7.82	\$0.00	\$5.79	\$94,882.61
July	\$1,485.00	\$42,317.00	\$2,800.00	\$4,425.00	\$0.00	\$10.33	\$0.00	(\$32.00)	\$51,005.33
August	\$0.00	\$19,869.00	\$700.00	\$1,198.00	\$0.00	\$14.66	\$0.00	(\$1.90)	\$21,779.76
September	\$0.00	\$3,604.50	\$30.00	\$653.00	\$0.00	\$0.68	\$450.05	\$0.00	\$4,738.23
Total	\$40,165.00	\$131,492.50	\$10,270.00	\$12,473.00	\$0.00	\$33.49	\$450.05	-\$28.11	\$194,855.93

Difference (\$16,290.00) (\$30,873.00) (\$12,820.00) (\$4,182.00) (\$1,173.19) (\$581.11) (\$517.88) \$233.64 (\$66,203.54)

Mommy/Son Luau, Doggie Paddle and Merchandise are subject to sales tax

YMCA - Swim Lessons - \$405.00 received on August 28, 2020

Naviline Posting errors:

June Corrections - \$465 posted as Admission instead of Season Pass
 July Corrections - \$12.64 deducted from Pool Rental instead of Square Fee



CITY OF MIDWEST MUNICIPAL AUTHORITY AGENDA

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

December 08, 2020 – 6:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration to approve the minutes of the November 10, 2020 meeting, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Utilities Capital Outlay Fund, expenses/Utility Services (50) \$25,000. (Finance - J. Siemens)
 3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 30, 2020 (City Manager - T. Lyon).
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.





CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

November 10, 2020

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

Chairman Matt Dukes called the meeting to order at 6:31 PM with the following members present: Trustees Eads, Pat Byrne, Española Bowen, Christine Allen, Rick Favors and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Reed.

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

1. Discussion and consideration to approve the minutes of the October 29, 2020 special meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Utility Services, expenses /Utility Services (50) \$6,193.

DISCUSSION ITEMS.

1. **Discussion and consideration of approving a resolution authorizing the Midwest City Municipal Authority (the "Authority") to issue its utility system and sales tax revenue refunding note, series 2020 (the "note") in the aggregate principal amount of \$18,455,000; waiving competitive bidding and authorizing the note to be sold on a negotiated basis; ratifying and confirming a sales tax agreement by and between the City of Midwest City, Oklahoma (the "city") and the Authority pertaining to a year to year pledge of certain sales tax revenue; approving and authorizing the execution of a new sales tax agreement by and between the City and the Authority pertaining to a year to year pledge of certain sales tax revenue; approving and authorizing execution of an indenture authorizing the issuance and securing the payment of the note; providing that the organization document creating the Authority is subject to the provisions of the indenture; ratifying and confirming a lease, by and between the City and the Authority pertaining to the City's water and sanitary sewer systems and/or authorizing an amended leases; authorizing the execution of the note and other documents relating to the transaction, including professional services agreements and an escrow deposit agreement; and containing other provisions relating thereto.** Favors made motion to approve Resolution MA 2020-03, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Favors, and Chairman Dukes. Nay: None. Absent: Reed. 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 6:33 PM.

ATTEST:

Matthew D. Dukes II, Chairman

Sara Hancock, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Judy Siemens, Interim Finance Director

DATE: December 8, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Utilities Capital Outlay Fund, expenses/Utility Services (50) \$25,000.

This supplement is needed to increase budget for additional costs of auto meter reading system.

Judy Siemens

Judy Siemens
Interim Finance Director

SUPPLEMENTS

December 8, 2020

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Utility Services			25,000	
		<u>0</u>	<u>0</u>	<u>25,000</u>	<u>0</u>

Explanation:
To increase budget for additional costs of auto meter reading system. Funding to come from fund balance.



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: December 8th, 2020

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 30, 2020.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2020-2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Revenue												
Budgeted (MTD)	343,261	453,583	525,877	507,546								
Actual (MTD)	209,220	96,171	166,050	141,030								
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267								
Actual (YTD)	209,220	305,391	471,441	612,471								
Expenses												
Budgeted (MTD)	402,630	455,299	469,746	481,160								
Actual (MTD)	206,494	166,450	189,154	173,890								
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835								
Actual (YTD)	206,494	372,944	562,098	735,987								
Revenue vs. Expenses												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386								
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)								
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432								
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)								

Key Indicators												
Hotel Room Revenue	168,157	71,699	112,527	109,674								
Food and Banquet Revenue	35,006	17,406	42,681	26,967								

Fiscal Year 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	372,710	481,117	410,780	576,778	455,277	300,346	214,831	385,403	579,251	504,981	450,566	500,520
Actual (MTD)	299,162	477,929	466,117	476,300	456,684	291,649	223,347	367,534	351,603	23,119	85,751	163,728
Budgeted (YTD)	372,710	853,827	1,264,677	1,841,348	2,296,625	2,596,971	2,811,802	3,197,205	3,776,456	4,281,437	4,732,003	5,232,523
Actual (YTD)	299,162	777,091	1,243,207	1,719,507	2,176,191	2,467,840	2,691,187	3,058,721	3,410,324	3,433,443	3,519,194	3,682,922
Expenses												
Budgeted (MTD)	389,068	464,352	422,790	486,888	449,400	360,787	341,646	383,600	513,820	454,826	426,083	459,919
Actual (MTD)	386,683	443,824	431,992	432,531	395,742	366,076	320,630	361,002	320,485	112,894	115,303	168,448
Budgeted (YTD)	389,068	853,420	1,276,210	1,786,169	2,235,569	2,596,356	2,938,002	3,321,602	3,835,422	4,290,248	4,716,331	5,176,250
Actual (YTD)	386,683	830,507	1,262,499	1,714,217	2,109,959	2,476,035	2,796,665	3,157,667	3,478,152	3,591,046	3,706,350	3,874,797
Revenue vs. Expenses												
Budgeted (MTD)	(16,358)	16,765	(12,040)	66,812	5,877	(60,441)	(126,815)	1,803	65,431	50,155	24,483	40,601
Actual (MTD)	(87,521)	34,105	34,125	24,582	60,941	(74,426)	(97,283)	6,532	31,118	(89,775)	(29,552)	(4,719)
Budgeted (YTD)	(16,358)	407	(11,633)	55,179	61,056	615	(126,200)	(124,397)	(58,966)	(8,811)	15,672	56,273
Actual (YTD)	(87,521)	(53,416)	(19,291)	5,290	66,232	(8,195)	(105,478)	(98,946)	(67,828)	(157,603)	(187,155)	(191,875)



NEW BUSINESS/
PUBLIC DISCUSSION



CITY OF MIDWEST MEMORIAL HOSPITAL AUTHORITY AGENDA

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

December 08, 2020 – 6:02 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration to approve the minutes of the November 10, 2020 meeting, as submitted. (City Clerk S. Hancock)
2. Discussion and consideration of approving a Resolution authorizing and approving a Joint Resolution with the Midwest City Chamber of Commerce, Trustor of the Authority, amending the Trust Indenture of the Authority to allow for grants to be awarded for the use of technology which may have an expected useful life of less than twenty (20) years. This item was on the August 25, 2020 City Council Agenda. (City Manager - T. Lyon)
3. Discussion and consideration of declaring Lots 8 – 10, Block 1, Re-Plat of Atkinson Heights Addition (a/k/a 2500 S Air Depot BL) surplus; and to enter into a real estate agreement with Savory Swig Stores, LLC, Lehi, UT to sell the property for \$125,000 less Closing costs. (Economic Development - R. Coleman)
4. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - J. Siemens)

C. NEW BUSINESS/PUBLIC DISCUSSION.

The purpose of the "Public Discussion Section" of the agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. EXECUTIVE SESSION.

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

E. ADJOURNMENT.



DISCUSSION ITEMS



Notice for the Midwest City 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

November 10, 2020

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 6:34 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Christine Allen, Rick Favors with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Reed.

DISCUSSION ITEMS.

- 1. Discussion and consideration to approve the minutes of the October 29, 2020 special meeting, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Allen, Favors and Chairman Dukes. Nay: none. Absent: Reed. Motion Carried.
- 2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.

PUBLIC DISCUSSION. There was no public discussion.

EXECUTIVE SESSION.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.** Item not needed.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:35 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



City Attorney

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

TO: Memorial Hospital Authority Chair and Trustees

FROM: Heather Poole, City Attorney

Date: December 8, 2020

Subject: Discussion and consideration of approving a Resolution authorizing and approving a Joint Resolution with the Midwest City Chamber of Commerce, Trustor of the Authority, amending the Trust Indenture of the Authority to allow for grants to be awarded for the use of technology which may have an expected useful life of less than twenty (20) years. This item was on the August 25, 2020 City Council Agenda.

At the request of the Board of Grantors research was done on how to address the increasing requests for grants from community groups for technology items that did not have an expected usefulness of twenty years or more. The original trust indenture was set up in 1961 and amended again in 1998. It was also amended in 2018 but those amendments related to economic development issues not grants. Since then the needs and requests of many of the community groups applying for grant funds have included items that are related to technology (software, hardware, accessories) that do not meet the requirement that grants be for items that “have an expected useful life of greater than twenty (20) years.” The attached amendment to the Midwest City Memorial Hospital Authority Trust Indenture would address the Board of Grantors’ concern that these vital needs could not be addressed due to the limitations put in place in the 1960s and 1980s.

Respectfully,

Heather Poole

Heather Poole, City Attorney

RESOLUTION NO. HA 2020-_____

WHEREAS, the Council of City of Midwest City approved the attached and incorporated Resolution on December 8, 2020 authorizing the Trustees of the Midwest City Memorial Hospital Authority ("Authority") to consider and approve a Joint Resolution and authorize the Chairman to take actions in furtherance thereof ("Resolution of December 8, 2020"); and, the Chairman of the Midwest City Memorial Hospital Authority desires to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

The Resolution of December 8, 2020 is hereby joined in and approved by the Midwest City Hospital Authority, Oklahoma ("City"), including approval of the **THIRD AMENDMENT TO AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY** as provided for by the Resolution of December 8, 2020 ("Third Amendment") as beneficiary of the Authority, with the Chair authorized to execute Third Amendment for and on behalf of the Authority.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Memorial Hospital Authority, Oklahoma, this 8th day of December, 2020.

MIDWEST CITY HOSPITAL
AUTHORITY, a public trust

MATTHEW D. DUKES II, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

JOINT RESOLUTION

OF

THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY (" AUTHORITY "), THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, BENEFICIARY OF THE AUTHORITY, AND THE MIDWEST CITY CHAMBER OF COMMERCE, TRUSTOR OF THE AUTHORITY

APPROVING

THIRD AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

WHEREAS, on April 8th, 1998, that certain Amended and Restated Trust Indenture ("Amended Trust Indenture") of the Midwest City Memorial Hospital Authority ("Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma ("Beneficiary"), which was subsequently amended by the First Amendment to Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority on April, 2017 ("2017 Amendment") (collectively, as amended, the "Indenture"); and amended again by the Second Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority on October 9, 2018.

WHEREAS, the 2018 Amendment Paragraph 2(b) of Article III of the Amended Trust Indenture regarding the purposed of the Authority, which now reads in part as follows:

(b) Grants for the acquisition of, improvement to or enhancement of property shall be limited to properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years.

WHEREAS, based in part on the foregoing language of Paragraph 2(b) of Article III of the Indenture, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend said Amended Trust Indenture to clarify the purposes of the Trust, specifically for what purposes the Trust funds may be awarded; and,

WHEREAS, the Trustees of the Authority and the City Council of the Beneficiary, with the consent of the Trustor, the Midwest City Chamber of Commerce ("Trustor"), are all of the parties necessary to amend the Indenture and are therefore authorized to so do.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Indenture is hereby amended, as follows:

SECTION I. Paragraph 2 (b) of Article III of said Amended Trust Indenture is hereby amended, to read as follows, with new language underscored:

(b) Grants for the acquisition of, improvement to or enhancement of property shall be awarded with preference to be given to those properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years but requests can be considered that include requests for property items that include technology or other software dependent property items that will aid the Beneficiaries identified in Article III, (1) (a).

THE UNDERSIGNED AUTHORITY, BENEFICIARY AND TRUSTOR AGREE TO ALL CONTAINED HEREIN.

APPROVED FOR AND ON BEHALF OF THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, as authorized by Resolution No. _____ approved by the Authority on December 8, 2020.

Date _____

ATTEST: (SEAL)

SARA HANCOCK, Secretary

Date _____

ATTEST:

SARA HANCOCK, City Clerk

“Authority”

TRUSTEES OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

MATTHEW D. DUKES, Chair

"Beneficiary"

CITY COUNCIL OF THE CITY OF
MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, MAYOR

Date 12-2-20

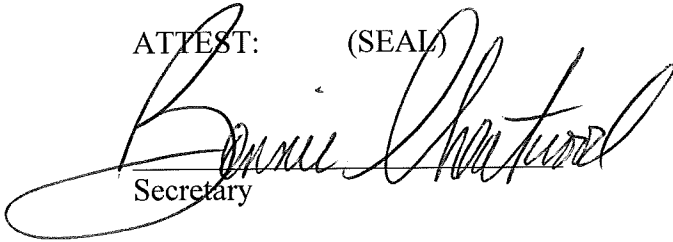
"Trustor"

MIDWEST CITY CHAMBER OF
COMMERCE



Shane Willard, President
Name Title

ATTEST: (SEAL)



Secretary

**Midwest City Chamber of Commerce
Executive Board of Directors Meeting Minutes
Tuesday December 1, 2020**

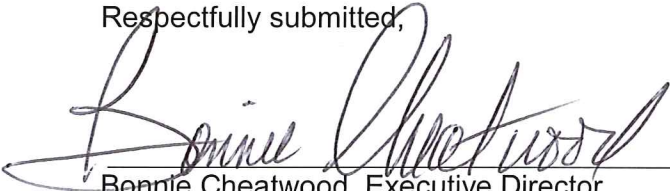
The Midwest City Chamber of Commerce Executive Board was presented the following information electronically.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY TRUST INDENTURE – JOINT RESOLUTION APPROVING THIRD AMENDMENT: The revision to the amendment was presented for review.

(b) Grants for the acquisition of, improvement to or enhancement of property shall be awarded with preference to be given to those properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years but requests can be considered that include requests for property items that include technology or other software dependent items, ~~implements for training, or other property items~~ that will aid the Beneficiaries identified in Article 111, (1) (a).

Action: The motion was made by James Finch and seconded by Pam Teply to approve the amendment as presented. Motion carried.

Respectfully submitted,



Bonnie Cheatwood, Executive Director

12-1-20

Date Approved



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: December 8, 2020

Subject: Discussion and consideration of declaring Lots 8 – 10, Block 1, Re-Plat of Atkinson Heights Addition (a/k/a 2500 S Air Depot BL) surplus; and to enter into a real estate agreement with Savory Swig Stores, LLC, Lehi, UT to sell the property for \$125,000 less Closing costs.

We have been in discussions with Savory Swig about possibly purchasing this .38- acre property since our discussions with an Oklahoma City-based restaurateur fell through about eight months ago. There are no other Swig drive-ins currently operating in Oklahoma and we feel this use will complement existing businesses in the same vicinity.

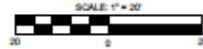
The property has been surveyed and we have executed a Phase I Environmental Site Assessment. We will work with Savory to move toward Closing as quickly as possible with hopes operations will commence by Summer 2021.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any questions.

Respectfully,

Tim Lyon, General Manager/Administrator

Attachments: Real Estate Agreement
Survey



COWAN GROUP ENGINEERING
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405-463-3359 • 405-463-3381 F
WWW.COWANGROUP.CO
DAF 6414 EXPIRES 6/30/2022

PRELIMINARY
NOT FOR CONSTRUCTION
11/10/20

LEGAL DESCRIPTION

LOTS 8, 9, AND 10 OF BLOCK 1, RE-PLAT OF ATKINSON HEIGHTS ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

THE ABOVE DESCRIBED TRACT CONTAINING 0.38 ACRES (16,500 SQUARE FEET) MORE OR LESS.

THIS DESCRIPTION WAS PREPARED ON NOVEMBER 10, 2020 FROM THE BENEFIT OF A BOUNDARY SURVEY COMPLETED ON NOVEMBER 09, 2020 FOR AND ON BEHALF COWAN GROUP ENGINEERING, LLC. BY JUSTIN SMITH, PLS 1858, CERTIFICATE OF AUTHORIZATION NUMBER CA6414, EXPIRES ON JUNE 30, 2022.

EXCEPTIONS

ALTA COMMITMENT NUMBER 2164214-OK11, FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUED JULY 29, 2016.

THE FOLLOWING EXCEPTIONS APPLY BUT ARE UNABLE TO BE SHOWN GRAPHICALLY.

5. OWNER'S CERTIFICATE & DEDICATION ESTABLISHING PLAT OF A RE-PLAT ATKINSON HEIGHTS ADDITION IN OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA RECORDED APRIL 23, 1942 IN BOOK 24 OF PLATS, 27, AS AMENDED BY THE VACATION OF ALL RESTRICTIONS ON THE RE-PLAT OF ATKINSON HEIGHTS, RECORDED JUNE 24, 1942 IN BOOK 451, PAGE 430; AS FURTHER AMENDED BY VACATION OF PORTIONS OF THE RE-PLAT OF ATKINSON HEIGHTS RECORDED JULY 18, 2003 IN BOOK 8940, PAGE 413. COVERS SURVEYED TRACT.
6. OWNER'S CERTIFICATE AND RESTRICTIONS OF RE-PLAT OF ATKINSON-HEIGHTS RECORDED JULY 6, 1942 IN BOOK 483, PAGE 1; AMENDMENT TO OWNER'S CERTIFICATE RECORDED MARCH 7, 2003 IN BOOK 8763, PAGE 1015. COVERS SURVEYED TRACT.

THE FOLLOWING EXCEPTIONS APPLY AS SHOWN.

8. A TWENTY-FIVE (25)-FOOT FRONT BUILDING SET BACK LINE, AS SHOWN BY PLAT AND DEDICATION, AND AS PROVIDED IN RESTRICTIVE COVENANTS, AS SHOWN HERE ON SURVEYED TRACT.
9. EASEMENT FOR PUBLIC UTILITIES OVER THE REAR FIVE (5) FEET, AS SHOWN BY THE RECORDED PLAT, AS SHOWN HERE ON SURVEYED TRACT.
10. A TEN (10) FOOT UTILITY EASEMENT THE CENTERLINE BEING THE NORTH PROPERTY LINE OF LOT NINE (9) AS SHOWN ON PLAT.
11. EASEMENT IN FAVOR OF THE CITY OF MIDWEST CITY RECORDED IN BOOK 11937, PAGE 939. AS SHOWN HERE ON SURVEYED TRACT.

THE FOLLOWING EXCEPTION APPLIES BUT IS BLANKET IN NATURE AND CAN NOT BE SHOWN GRAPHICALLY.

12. CROSS ACCESS AGREEMENT ENTERED BETWEEN DLJ HOLDINGS COMPANY, LLC AND MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, A PUBLIC TRUST RECORDED IN BOOK 12043, PAGE 102. BLANKET IN NATURE COVERS SURVEYED TRACT.

CERTIFICATION

TO SAVORY SWIG STORES, LLC:

THIS IS TO CERTIFY TO THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2015 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6b, 7a, 7b, 7c, 8, 9, 11, 13, 16, 17, 18 AND 19 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR LICENSED IN THE STATE OF OKLAHOMA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED HEREIN.

I FURTHER CERTIFY THAT:

1. THE FIELD SURVEY WAS COMPLETED ON NOVEMBER 09, 2020 AND THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDING, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES.
3. THE SUBJECT PROPERTY PHYSICALLY ABUTS AND HAS DIRECT ACCESS TO S. AIR DEPOT BLVD., A PUBLICLY DEDICATED RIGHT-OF-WAY.
4. EXCEPT AS SHOWN, ALL VISIBLE UTILITIES SERVING THE SUBJECT PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.

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

JUSTIN SMITH, PLS 1858
COWAN GROUP ENGINEERING, LLC.
7100 N. CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
PHONE 405-463-3359
EMAIL: JUSTIN@COWANGROUP.CO
CERTIFICATE OF AUTHORIZATION NO. 6414
EXPIRES: JUNE 30, 2022

SAVORY SWIG STORES, LLC.
LOTS 8-10, BLK 1, RE-PLAT OF ATKINSON HGTS. ADD.
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OK

ALTA/NSPS LAND TITLE SURVEY	
SURVEYED BY	JWS
DRAWN BY	JWS
REVIEWED BY	JWS
PROJECT NUMBER	20-952
DATE	11/10/2020
REVISIONS	
SHEET NUMBER	1 OF 1

S:\SURVE\0649 FILE\20-0952 MARK-2020 S. AIR DEPOT BLVD\ALTA-0649-0952.DWG

PURCHASE AND SALE AGREEMENT

(Swig | 2500 Air Depot Boulevard, Midwest City, Oklahoma)

This Purchase and Sale Agreement (this “**Agreement**”) is made effective as of December ____, 2020 (the “**Effective Date**”) between SAVORY SWIG STORES, LLC, a Utah limited liability company (“**Buyer**”), and MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a public trust (“**Seller**”).

A. Seller owns in fee simple that certain parcel of real property containing approximately 0.38 acres of undeveloped land generally located at 2500 South Air Depot Boulevard, Midwest City, Oklahoma (the “**Land**”), together with (i) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances that belong or appertain to the Land and are owned by Seller (collectively, “**Appurtenances**”), (ii) all buildings, structures and other improvements located on the Land (collectively, the “**Improvements**”), (iii) all maps, surveys, reports, studies and plans owned or held by Seller that pertain to the Land or the use thereof (collectively, the “**Property Documents**”) and (iv) all of Seller’s rights, title and interests in and to all permits, authorizations, approvals, licenses, guarantees, warranties and agreements to the extent they pertain to the Land and Improvements (collectively, the “**Contract Rights**”).

B. The Land and the Improvements are sometimes collectively referred to herein as the “**Real Property**”. The Real Property, Appurtenances, Property Documents and Contract Rights are collectively referred to herein as the “**Property**”.

C. The Land is depicted on the site plan attached hereto as Exhibit A (the “**Buyer’s Preliminary Site Plan**”).

D. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement.

2. Sale of the Property. Seller agrees to sell all of its right, title and interest in the Property to Buyer, and Buyer agrees to purchase all of Seller’s right, title and interest in the Property from Seller, subject to the terms, conditions and provisions of this Agreement.

3. Purchase Price.

3.1. Amount. The “**Purchase Price**” for the Property is One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

3.2. Payment of the Purchase Price. Buyer shall pay the Purchase Price as follows:

(a) Five Thousand Dollars (\$5,000.00) (the “**Initial Deposit**”) to be delivered by Buyer to Escrow Agent (as defined below) within three (3) Business Days after the Opening of Escrow. The Initial Deposit shall be credited towards the Purchase Price at the Closing; and

(b) The balance of the Purchase Price, plus or minus other fees, adjustments or expenses required under this Agreement, to be delivered to Escrow Agent for the benefit of Buyer in immediately available funds on or before the Closing Date (the “**Cash Balance**”).

4. Escrow.

4.1. Escrow Instructions. This Agreement shall constitute escrow instructions to First American Title Insurance Company (Kirsten Parkin), located at 215 South State Street, Suite 380, Salt Lake City, Utah 84111 (“**Escrow Agent**”). Should Escrow Agent require the execution of its standard form printed escrow instructions, the parties shall be given the opportunity to review the same and if no reasonable objection, Buyer and Seller agree to execute same; *provided, however*, such instructions shall be construed as applying only to Escrow Agent’s engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall govern and control.

4.2. Opening of Escrow. For purposes of this Agreement, the “**Opening of Escrow**” shall mean the date on which Escrow Agent receives a copy of this Agreement executed by Seller and Buyer. Upon receipt of a copy of this Agreement executed by Seller and Buyer, Escrow Agent shall open an escrow for this transaction (the “**Escrow**”), sign on the attached page entitled “**Acceptance By Escrow Agent**”, insert the Escrow Number and the date of the Opening of Escrow on that page and deliver copies of the fully executed Agreement to Seller and Buyer by email. Notwithstanding the foregoing, Escrow Agent’s signed acceptance shall not be a condition to the effectiveness of this Agreement between Seller and Buyer or affect the date of Opening of Escrow. By accepting the Escrow, Escrow Agent agrees to be bound by the terms of this Agreement as they relate to the duties of Escrow Agent, including without limitation the instructions regarding the Deposit as set forth herein.

4.3. Deposit of Funds. Escrow Agent is instructed to deposit all earnest money and other monetary deposits in a federally-insured bank account, subject to immediate withdrawal.

4.4. Notices to Escrow Agent. Notices required to be sent to Escrow Agent under this Agreement are for informational purposes only in order for Escrow Agent to manage the timeline for Closing (as defined below). In no event shall failure to provide a copy of a written notice to Escrow Agent be deemed a default hereunder or otherwise invalidate a written notice properly sent from one party to another party hereunder. By way of example only, if Buyer delivers a Feasibility Approval Notice (as defined below) to Seller, but fails to send a copy of such Feasibility Approval Notice to Escrow Agent as required by Section 6.1, then such notice shall nevertheless be effective notwithstanding Buyer’s failure to provide timely written notice to Escrow Agent.

5. Deposit.

5.1. Deposit with Escrow Agent. Escrow Agent shall promptly place the Initial Deposit and any other funds deposited by Buyer into Escrow. The term “**Deposit**” as used in this Agreement shall include the Initial Deposit, any additional amounts deposited by Buyer into Escrow, and all interest accrued thereon, if any, while held by Escrow Agent. Release and disposition of the Deposit will be determined pursuant to Section 5.2 below. Notwithstanding any provision of this Agreement requiring the Deposit to be returned to Buyer, One Hundred Dollars (\$100.00) of the Deposit shall be nonrefundable contract consideration to be delivered to Seller that constitutes good and valuable consideration for this Agreement (in addition to other good and valuable consideration), provided that upon the Closing, such contract consideration shall be credited against the Purchase Price.

5.2. Disposition of Deposit.

(a) Delivery to Buyer.

(i) Termination By Feasibility Deadline. If Buyer, in its sole and absolute discretion, terminates this Agreement on or prior to the Feasibility Deadline (as defined below), Escrow Agent shall promptly deliver the Deposit to Buyer without further approval, instruction or consent of Seller.

(ii) Termination After Feasibility Deadline. If, after the Feasibility Deadline, Buyer properly terminates this Agreement under any provision of this Agreement that permits Buyer to terminate and such provision expressly provides for the return of the Deposit to Buyer in the event of such termination, Escrow Agent shall promptly deliver the Deposit to Buyer without further approval, instruction or consent of Seller.

(b) Delivery to Seller.

(i) Termination After Feasibility Deadline. If this Agreement is terminated after the Feasibility Deadline for any reason other than (i) Seller's default or (ii) where this Agreement expressly provides for the termination of this Agreement and return of the Deposit to Buyer, then Escrow Agent shall promptly deliver the Deposit to Seller without further approval, instruction or consent of Buyer, and Seller shall be entitled to retain the Deposit.

(ii) At Closing. If the Closing occurs, the Deposit received by Escrow Agent shall be credited to Buyer as a partial payment towards the Purchase Price.

6. Buyer's Feasibility Review.

6.1. Feasibility Deadline. Seller agrees to provide the Due Diligence Materials (as defined below) to Buyer in the manner and by the deadline set forth in Section 7.1 below. Buyer shall have until 11:59 p.m. Local Time (as defined below) on the such date that is sixty (60) days following the Opening of Escrow (the "**Feasibility Deadline**") to deliver to Seller (with a copy to Escrow Agent) written notice of Buyer's desire to proceed with this transaction (the "**Feasibility Approval Notice**"), in which case Buyer shall have no further right to terminate this Agreement pursuant to this Section 6.1. If Buyer, prior to the Feasibility Deadline, for any reason or no reason, is not satisfied in its sole and absolute discretion with the results of its inspections and investigations of the Property, Buyer may provide Seller (with a copy to Escrow Agent) with written notice of termination (a "**Termination Notice**"), in which case: (i) this Agreement shall terminate; (ii) Escrow Agent shall promptly deliver all but \$100.00 of the Deposit to Buyer per Section 5.2(a)(i); and (iii) the parties shall have no further obligations or liability under this Agreement except such obligations as are specifically provided to survive termination of this Agreement. If Buyer fails to deliver the Feasibility Approval Notice or a Termination Notice to Seller prior to the Feasibility Deadline, Buyer will be deemed to have delivered a Termination Notice (unless both parties mutually agree to reinstate by executing a separate written reinstatement agreement). Notwithstanding the forgoing, Buyer shall have one (1) option to extend the Feasibility Deadline for a period of thirty (30) days to accommodate any entitlement approvals associated with its Due Diligence in obtaining any required Permits as more particularly set forth in Section 7.5 below.

6.2. Inspection. From the Opening of Escrow through the Closing or earlier termination of this Agreement, Buyer, its employees, appraisers, surveyors, engineers, contractors and agents may enter on the Real Property upon reasonable advanced telephonic or email notice to Seller (of not less than one (1) Business Day) to conduct such inspections and testing of the Real Property as Buyer deems desirable,

except Buyer shall not conduct any drilling, boring, excavation or other physically invasive testing on the Real Property without first obtaining Seller's written consent, which consent Seller shall not unreasonably withhold, condition or delay. Buyer shall bear the cost of all such testing and investigations. Seller shall have the right to accompany Buyer and its employees, appraisers, surveyors, engineers, contractors and agents during any entry, inspection and/or testing. To the extent that Buyer's tests and studies discover the presence of hazardous materials, pollutants or other related materials not disclosed in any environmental reports regarding the Real Property delivered by Seller to Buyer, Buyer will as soon as is practicable inform Seller of such discovery and will not disclose such discovery to any third party except to Buyer's attorneys, consultants and lenders; subject to any disclosure required by a court order or any law, rule or regulation.

6.3. Insurance. Prior to and while conducting any entry onto the Real Property involving any drilling, boring, excavation or other physically invasive testing on the Real Property, Buyer and/or its agents entering upon the Real Property shall obtain, maintain and keep in effect commercial general liability insurance coverage, including personal injury, bodily injury (including wrongful death), contractual liability and broad form property damage, with the following limits: (a) general aggregate of not less than \$2,000,000.00 and (b) per occurrence combined single limit of not less than \$1,000,000.00. Upon request, Buyer shall provide Seller with evidence of such insurance prior to conducting any inspection of the Real Property.

6.4. Indemnification; Restoration. Buyer shall defend, indemnify and hold harmless Seller and its managers, members, attorneys, employees, agents, successors and assigns (collectively, "**Indemnitees**") from and against any and all damages to property, injury to persons, liens, encumbrances and charges arising from any entry onto or inspection or testing of the Real Property by Buyer or Buyer's employees, agents or contractors (collectively, "**Damages**"). Buyer shall repair any damage to the Real Property as a result of or caused by the entry onto or inspection or testing of the Real Property by Buyer or Buyer's employees, agents or contractors, and Buyer shall restore the Real Property promptly to substantially its condition existing immediately prior to such entry, inspection and/or testing. The foregoing indemnity, defense and hold harmless obligations do not apply to (a) any Damages to the extent arising from or related to the acts or omissions of Seller, its employees, agents, contractors or tenants, (b) any diminution in value in the Real Property arising from or relating to matters discovered by Buyer or Buyer's employees, agents or contractors during its investigation of the Real Property, (c) the consequences of the negligence, recklessness or willful misconduct of any Indemnitee, or (d) the mere discovery (but not exacerbation) of existing conditions on the Real Property, including without limitation the mere discovery of hazardous materials on the Real Property. This Section 6.4 shall survive the Closing or termination of this Agreement.

7. Additional Pre-Closing Matters.

7.1. Due Diligence Materials. Seller shall furnish to Buyer copies of the studies, reports and documents described in the attached Exhibit C (the "**Due Diligence Materials**") no later than three (3) Business Days after the Initial Deposit is received by Escrow Agent (the "**Due Diligence Materials Deadline**"). The Due Diligence Materials may be delivered electronically or in the form of hard copies.

7.2. Survey; Legal Description. Seller agrees to provide to Buyer the most recent ALTA Land Title Survey of the Land in Seller's possession or control (the "**Existing Survey**"). The Existing Survey will be provided to Buyer as part of the Due Diligence Materials. Buyer may, at its option, obtain a separate ALTA/NSPS Land Title Survey of the Land at Buyer's expense (the "**Updated Survey**"). For purposes of this Agreement, "**Survey**" means (i) the Updated Survey obtained by Buyer, or (ii) the Existing Survey (including the recertification thereof if obtained by Buyer). Upon approval by Buyer and Seller of the legal description of the Land set forth in the Survey, such legal description shall constitute the legal description of the Land.

7.3. Title.

(a) Title Commitment. Seller shall use commercially reasonable efforts to cause the Escrow Agent to deliver to Buyer and Seller, within seven (7) Business Days after Opening of Escrow, a commitment for the issuance of the Title Policy (as defined in Section 7.3(f)), along with copies of all recorded documents referred to as exceptions in such commitment (the “**Title Commitment**”). Buyer shall have until 11:59 p.m. Local Time on the date that is thirty (30) calendar days immediately following Buyer’s receipt of both the Title Commitment and the Existing Survey (the “**Title Objection Deadline**”) to deliver written notice (the “**Title Objection Notice**”) to Seller and the Escrow Agent of any objections Buyer may have to any title exceptions or requirements contained in the Title Commitment or to any matter shown on the Existing Survey (collectively, the “**Objections**”). The Title Objection Notice shall specifically reference the Objections. If Buyer does not timely deliver the Title Objection Notice, Buyer shall be deemed to have accepted all matters contained in the Title Commitment and the Existing Survey. Notwithstanding anything herein contained to the contrary, any and all mortgages, deeds of trust, deeds to secure debt, mechanics’ or materialmen’s liens, judgment liens and other monetary liens and encumbrances (excepting only the lien for current real property taxes and assessments not yet due and payable) (collectively, “**Monetary Liens**”), as well as all Seller requirements under Schedule B-Section 1 of the Title Commitment, and any tenants or other parties in possession of all or any portion of the Property, shall be automatically deemed matters to which objection is made by Buyer, regardless of whether Buyer gives written notice of objection thereto to Seller, and Buyer under no circumstances shall be deemed to have waived any such matters, nor shall same be considered Permitted Exceptions (as defined below) hereunder, unless such waiver shall be an express waiver in writing executed by Buyer. As a condition to Buyer’s obligation to close hereunder, Seller shall have caused the compliance with all Seller requirements under Schedule B-Section 1 and removal of all such Monetary Liens prior to or contemporaneously with the Closing, so that the Title Policy is issued without exception for such Monetary Liens. If Seller fails to satisfy any of the Monetary Liens on or before the Closing, then the Escrow Agent is instructed to use proceeds from the sale to satisfy the same. The foregoing shall include Seller’s obligation to execute and deliver an owner’s affidavit in form acceptable to the Escrow Agent to remove standard exceptions to the Title Policy.

(b) Amendments to Title Commitment; Matters in Updated Survey. If: (i) the Escrow Agent issues any updates, amendments, supplements or modifications to the Title Commitment (each a “**Title Amendment**”) and such Title Amendment contains any previously unidentified matter that materially and adversely affects the Property, as determined by Buyer in its reasonable judgment, which Buyer identifies as an Objection; or (ii) the Updated Survey contains any matter not included in the Existing Survey that materially and adversely affects the Property which Buyer identifies as an Objection, then in either case Buyer shall have until 11:59 p.m. Local Time on the date that is five (5) Business Days immediately following Buyer’s receipt of such Title Amendment or Updated Survey, as applicable, to deliver written notice to Seller and the Escrow Agent of any such new Objection(s) (the “**Title Amendment Objection Notice**”). The Title Amendment Objection Notice shall specifically reference the items to which Buyer objects. If Buyer does not timely deliver the Title Amendment Objection Notice, Buyer shall be conclusively deemed to have waived its right to object to such matters in the Title Amendment or Updated Survey, unless previously objected to by Buyer.

(c) Seller’s Option to Cure Objections. If Buyer timely delivers a Title Objection Notice or a Title Amendment Objection Notice, Seller shall have until 11:59 p.m. Local Time on the date that is five (5) Business Days immediately following Seller’s receipt of the Title Objection Notice or Title Amendment Objection Notice, as applicable (“**Seller’s Election Deadline**”), to deliver written notice to Buyer of Seller’s election (“**Seller’s Election Notice**”) (i) to use commercially reasonable efforts (but without Seller being required to incur any expense or liability other than payment of Monetary Liens) to attempt to cure some or all of Buyer’s title or survey Objections on or before the date that is at least five (5) Business Days prior to the Closing (the “**Cure Date**”) by causing such objectionable items to be

removed as exceptions to the Title Commitment or insured against by endorsement in a form reasonably satisfactory to Buyer or (ii) not to cure all or any of Buyer's title or survey Objections. If Seller does not timely deliver Seller's Election Notice, Seller shall be conclusively deemed to have elected not to cure any of Buyer's title or survey Objections. If, by Seller's Election Deadline, Seller has not delivered to Buyer notice of Seller's election to cure all of Buyer's title and survey Objections, then Buyer shall either (A) waive the correction or removal of such Objections other than exceptions which Seller has agreed to cure or remove, or (B) terminate this Agreement, in which event the Deposit shall be returned to Buyer without further approval, instruction or consent of Seller. Buyer shall deliver written notice to Seller and Escrow Agent of Buyer's election of either clause (A) or clause (B) above by 11:59 p.m. Local Time on the date that is five (5) Business Days immediately following Seller's Election Deadline. If Buyer does not timely deliver such notice, Buyer shall be conclusively deemed to have elected to waive the removal of uncured matters under clause (A) above. For the avoidance of doubt, this Section 7.3(c) does not apply to Monetary Liens, which are unconditionally required to be removed by Seller on or prior to the Closing Date.

(d) Permitted Exceptions. All exceptions to the Title Commitment and Survey (other than Monetary Liens) that are not objected to by Buyer and removed by Seller by the Cure Date after implementation of the procedures set forth in this Section 7.3 shall be deemed "**Permitted Exceptions**" hereunder.

(e) Seller's Inability to Cure. If, despite Seller's reasonable efforts, Seller is unable to cure any item that Seller has elected to attempt to cure under Section 7.3(c)(i) before the Cure Date, or if Seller delivers written notice to Buyer that Seller is unable to cure any such item by the Cure Date, then Buyer shall have until 11:59 p.m. Local Time on the Closing Date, or the date that is two (2) Business Days immediately following Buyer's receipt of such written notice, whichever is sooner (as applicable, "**Buyer's Election Deadline**") to elect (A) to waive Buyer's objection to such item or (B) to terminate this Agreement by giving written notice to Seller and Escrow Agent of such termination by Buyer's Election Deadline, in which event the Deposit shall be returned to Buyer without further approval, instruction or consent of Seller. If Buyer does not timely deliver such notice by Buyer's Election Deadline, Buyer shall be conclusively deemed to have elected to waive its objection under clause (A) above.

(f) Title Insurance Policy. As a condition precedent to Buyer's obligation to close Escrow, Escrow Agent shall have irrevocably committed to issue to Buyer an ALTA extended coverage owner's policy of title insurance naming Buyer as the insured in the amount of the Purchase Price, effective on the date of the Closing, insuring Buyer's fee simple title to the Real Property, subject only to the terms and conditions of such policy and the Permitted Exceptions (the "**Title Policy**"). Seller shall bear the cost of a standard owner's policy of title insurance and any endorsements that are being issued to cure title objections that Seller has elected to cure under Section 7.3(c). Buyer shall bear the additional portion of the premium relating to extended title coverage and the cost of any other endorsements requested or required by Buyer. Seller shall at its cost cause the Survey to be certified to Buyer and the Escrow Agent, and Buyer shall pay the difference between the cost of an ALTA extended coverage owner's policy and an ALTA standard coverage owner's policy. Seller will execute an owner's affidavit and such other documents as are reasonable and customary for issuance of an ALTA extended owner's policy.

(g) Effect of Time Periods on Closing Date. The time periods in this Section 7.3 may extend the Closing Date. If the end of any such time period falls after the Closing Date, then the Closing Date will be deemed automatically extended until two (2) Business Days after the end of the applicable time period.

7.4. Proposed Development. Buyer intends to construct a Swig with drive thru containing approximately 650 square feet on the Land (the "**Proposed Development**"). Buyer

acknowledges and agrees that the Proposed Development shall be materially consistent with (a) the Buyer's Preliminary Site Plan attached hereto as Exhibit A-1, and (b) the prototypical Swig elevations attached hereto as Exhibit A-2 that describes the conceptual design and material scheme of the building to be constructed on the Land, subject to modifications as may be required by local municipal codes and regulations.

7.5. Permit Contingency. Using diligent efforts, Buyer shall make timely application for all licenses, permits or other approvals from governmental authorities and utility providers with jurisdiction over the Real Property that are required or necessary for the construction of the Proposed Development and that are acceptable to Buyer (collectively, the "**Permits**"). Buyer shall have until the Feasibility Deadline to obtain the Permits (the "**Permit Period**"). Buyer shall deliver written notice to Seller and Escrow Agent within three (3) Business Days of its receipt of the Permits. If Buyer is not able to obtain the Permits by the end of the Permit Period, then Buyer may deliver a written notice to Seller and Escrow Agent electing to terminate this Agreement (a "**Permit Termination Notice**"), in which event Escrow Agent shall immediately deliver all but \$100.00 of the Deposit to Buyer without further approval, instruction or consent of Seller. Seller agrees to coordinate and work with Midwest City to provide a timely plan review and not to unreasonably withhold any permit approvals.

7.6. Restrictive Covenants. Seller shall deliver all restrictive covenants, rules, and regulations regarding the Real Property ("**Restrictive Covenants**") to Buyer by the Due Diligence Materials Deadline. To the extent Seller has approval rights in the Restrictive Covenants as the declarant or as an owner in any applicable owners association, Seller agrees not to unreasonably condition, withhold or delay approval of Buyer's Proposed Development. Such provision shall survive Closing. Within thirty (30) days after the Effective Date, Seller will deliver to Buyer for approval the budget for CAM fees related to the [Shopping Center]. Increases to CAM fees charged to Buyer shall be capped at a maximum of 3% per year (excluding insurance, snow removal, and real estate taxes). Administrative fees (e.g., property management fees, overhead, administrative fees, legal, and accounting) included in CAM fees shall not exceed 5% of the total adjusted CAM fees charged to Buyer. The term "**adjusted CAM fees**" in the preceding sentence means total CAM fees, less all amounts attributable to taxes, insurance, salaries, management fees, utilities, and reserves. This provision shall survive Closing.

7.7. Intentionally deleted.

7.8. Signage Rights. Buyer shall be allowed to install and display on the Real Property the following signage: (i) a monument sign along any roadway that is adjacent to the Real Property (the "**Monument Signage**") consistent with a prototypical Swig ,and (ii) interior and exterior signage and advertising materials on the building to be constructed by Buyer, consistent with signs generally used by other Swigs ("**Building Signage**"). Both parties understand and agree that the Monument Signage and the Building Signage are subject to all applicable laws and regulations, recorded Restrictive Covenants, and all required governmental approvals. Buyer, at Buyer's sole cost and expense, shall obtain any consents, permits or approvals required by any governmental authority or under the Restrictive Covenants prior to the installation or erection of the Monument Signage and the Building Signage; *provided, however*, that Seller agrees to cooperate, at no cost to Seller, with Buyer's reasonable requests in order to obtain such approvals. Seller covenants and agrees that it will not unreasonably withhold, condition or delay approval of the Monument Signage and the Building Signage to the extent such approval is required under the Restrictive Covenants. This section shall survive Closing.

7.9. Condition of Pad; Utilities. Seller hereby confirms that all necessary Utilities (as defined below have been stubbed to or are located within the exterior boundary of the line of the Land "). "**Utilities**" shall mean the following: (a) 1.5" potable water line with consistent residual pressure of 60 PSI (if such pressure requirements are not met, then Seller to install a water booster pump sufficient to meet

Buyer's requirements), (b) sanitary sewer line sized in accordance with the city requirements to accommodate a minimum peak dry daily flow of 12,850 gpd, (c) connection to existing storm drain system in accordance with city requirements, (d) natural gas service line with minimum consistent pressure of 2 PSI (if 2 PSI is not available, ¼ PSI shall be provided) (natural gas line to accommodate 1822 cfh flow), and (e) secondary electrical service to accommodate a total service section and meter socket size of 600 amps, 120/208V, 3-phase, 4-wire power. The Utilities have been stubbed at the locations set forth on the City Utility Atlas attached hereto as Exhibit D (the "**Utility Plan**"). The parties hereby acknowledge and agree that the Utility Plan may be required to be updated to conform to the location required by the city and the applicable utility companies. Seller hereby agrees to timely cooperate in connection with granting necessary utility easements to the applicable utility companies required in connection with installation of the Utilities for the Property. If the Utility Plan is not agreed to by the parties on or prior to the Feasibility Deadline, then Buyer will have the right until the Utility Plan is agreed to by both parties (as evidenced by initials by officers of both parties on the Utility Plan or a written amendment to this Agreement) to terminate this Agreement and receive a refund of all but \$100.00 of the Deposit. Seller hereby grants Buyer a temporary construction easement to the extent necessary to allow Buyer to access Seller's retained adjacent property in order to complete installation of the Utilities to the Proposed Development (such provision to survive Closing until the earlier of (i) twelve (12) months from the Closing Date, or (ii) the date of the issuance of a certificate of occupancy for the Proposed Development).

7.10. Intentionally deleted.

8. Closing.

8.1. Definition of Closing. As used in this Agreement, "**Closing**" shall mean the payment of the Purchase Price in accordance with Section 3, satisfaction of all Closing Conditions (as defined below), and recordation of the Deed.

8.2. Closing Date. Provided this Agreement has not been terminated pursuant to its terms, unless extended as provided for in this Agreement, the Closing shall occur on the date (the "**Closing Date**") that is the later of thirty (30) calendar days after: (i) the Permit is issued for the Proposed Development, or (ii) the Feasibility Deadline.

8.3. Seller's Closing Deliveries. At or before the Closing, Seller shall deliver to Escrow Agent each of the following, executed and properly acknowledged, as necessary (collectively the "**Seller Closing Documents**"):

(a) the original Special Warranty Deed, in the form of Exhibit B attached hereto (the "**Deed**"), conveying title to the Real Property to Buyer;

(b) Intentionally deleted

(c) a copy of an Internal Revenue Code ("**I.R.C.**") Section 1445 Certification prepared by the Escrow Agent (the "**FIRPTA Certification**");

(d) a copy of the settlement statement prepared by Escrow Agent and approved by the parties; and

(e) such other funds, instruments or documents as may be reasonably required by the Escrow Agent to close the Escrow.

8.4. Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Escrow Agent the Cash Balance and each of the following, executed and properly acknowledged, as necessary:

(a) the settlement statement prepared by Escrow Agent and approved by the parties; and

(b) such other funds, instruments or documents as may be reasonably required by the Escrow Agent to close the Escrow.

8.5. Closing Conditions. Buyer's obligation to close this transaction is subject to satisfaction of the following conditions (the "**Closing Conditions**"):

(a) Seller has complied with all of its obligations under this Agreement, including without limitation, delivery to Escrow Agent of all documents and instruments referenced in Section 8.3.

(b) The truth and accuracy of Seller's representations hereunder.

(c) Intentionally deleted.

(d) Escrow Agent is unconditionally prepared to issue the Title Policy to Buyer, subject only to the Permitted Exceptions.

(e) The absence of any material change in the status of the use, title, occupancy or physical condition of the Property (including, without limitation, any such change caused by casualty or condemnation), unless caused by Buyer or its consultants or contractors, between the Effective Date and the Closing (inclusive) that has not been approved in writing by Buyer.

(f) Buyer's Permits for the Proposed Development have been approved by the applicable governmental agencies.

8.6. Escrow Agent and Escrow Agent's Duties. At the Closing, Escrow Agent shall: (i) record the Deed in the records of the office of the county recorder of the county in which the Real Property is located; (ii) disburse all funds in accordance with the settlement statements completed in accordance with this Agreement and approved by Buyer and Seller; (iii) do such other items requested by Buyer and Seller, in writing, consistent with this Agreement; and (iv) irrevocably commit to issue to Buyer the Title Policy in accordance with Section 7.3(f).

8.7. Closing Costs and Prorations. Seller and Buyer shall each bear its own respective costs, including attorney's fees, in connection with its negotiation, due diligence, investigation and conduct of the transactions contemplated hereby. Escrow fees shall be divided equally between Seller and Buyer. Non-delinquent real property taxes and assessments (both general assessments and special assessments) shall be prorated for the Real Property as of the date of the Closing based on the latest information available. Notwithstanding the foregoing, if the real property taxes and assessments for the Real Property for the year in which Closing occurs are not known as of the Closing Date, then within thirty (30) days after the date that such real property taxes are levied, Buyer and Seller shall readjust the proration of real property taxes based on the actual real property taxes for the year in which the Closing Date occurs, and each party agrees to pay to the other within such 30-day period any sums owed to the other party to effect such proration. If the Real Property is subject to any so-called "rollback" tax or other tax pursuant to which real estate taxes for prior years may be increased as a result of a change of ownership, change of use or change in zoning of the Real Property, then Seller shall be obligated for the payment of such additional taxes. Costs for the Title

Policy will be allocated to Buyer and Seller pursuant to Section 7.3(f). Seller will be responsible for all transaction privilege taxes, real estate transfer taxes and similar taxes imposed by a governmental agency payable in connection with, or as a result of, the consummation of the Closing and sale of the Property to Buyer. All other costs and fees associated with the Closing shall be borne by the parties as is customary in real estate transactions in Oklahoma County, Oklahoma, as determined by Escrow Agent. All matters involving prorations or adjustment to be made in connection with the Closing and not specifically provided for in some other provision of this Agreement shall be prorated as of 11:59 p.m. on the Closing Date on an accrual basis using a 365 day year thereby resulting in all income and expense items subject to proration pertaining to the period prior to and including the Closing Date being allocated to Seller and all income and expense items subject to proration pertaining to the period starting the date after the Closing Date being allocated to Buyer. The rights and obligations contained in this Section 8.7 shall survive the Closing.

9. Seller's Covenants, Representations and Warranties.

9.1. Seller's Covenants, Representations and Warranties: Seller covenants, represents and warrants to Buyer, as of the Effective Date, that:

(a) Formation; Existence. Seller is public entity incorporated within the limits of the state of Oklahoma.

(b) Power and Authority. Seller has full power and authority to enter into this Agreement and the Seller Closing Documents, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement and the Seller Closing Documents, when duly executed and delivered, will constitute Seller's legal, valid and binding obligations, enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency, and similar laws or equitable principles relating to or affecting the enforcement of creditors' rights generally. The person executing this Agreement on behalf of Seller has full power and authority to bind Seller.

(c) No Conflicts. The execution, delivery and compliance with, and performance of the terms and provisions of, this Agreement will not (a) conflict with or result in any violation of the governing or organizational documents of Seller, (b) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Seller is a party or otherwise bound, or (c) violate any existing term or provision of any order, writ, judgment, injunction, decree, statute, law, rule or regulation applicable to Seller or its assets or properties.

(d) Claims; Litigation. No litigation actions or proceedings are pending, and to Seller's Knowledge (as defined below), no litigation, arbitration, actions or proceedings are threatened, that do or could materially and adversely affect the Property, Seller's ability to consummate this transaction or perform any of its obligations hereunder.

(e) Violations. Except as may be disclosed by the Title Commitment, Seller has not received, and Seller has no Knowledge of, any notice, summons, or letter of communication from any governmental or quasi-governmental authority or agency or insurance company that asserts that the Property is in violation of any requirements of applicable law or concerning the condition, use or occupancy of the Property which require any repair, improvement, modification, corrective measure, replacement or any other action by the Seller (or owner of the Property), and to Seller's Knowledge, no such violations or conditions exist. Any such deficiency notices received by Seller prior to the Closing shall be satisfied prior to Closing by Seller. Seller is not aware of any contention that the zoning of the Land does not permit the Proposed Development.

(f) Environmental. Except as disclosed by the Due Diligence Materials (including any environmental assessment delivered to Buyer) or in any environmental assessment received by Buyer, to Seller's Knowledge, there has been no generation, location, transportation, storage, treatment, discharge, disposal or release upon, in or under the Real Property of any Hazardous Materials or any "pollutant" (as defined by applicable law) subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund Amendments and Reauthorization Act of 1986, "**CERCLA**"), or any other applicable federal, state or local environmental protection law or regulation (collectively, "**Environmental Laws**"). During the period of Seller's ownership of the Property, Seller has received no written notice from any governmental body or agency of any violation of any Environmental Laws, and to Seller's Knowledge, no such violations or conditions exist. As used herein, the term "**Hazardous Materials**" means any hazardous or toxic substances, material, or waste which is or becomes regulated by any local, state or federal law.

(g) Agreements. Except as may be disclosed by the Title Commitment, Seller has made no commitment to any governmental or quasi-governmental entity or other association, person or entity with any respect to the Property which imposes upon Seller or the successors or assigns of Seller any obligation to pay or contribute property or money or to construct, install or maintain any improvements on or off the Property. Further, there are no service contracts or vendor agreements that affect the Property and which Buyer shall assume at the Closing.

(h) Due Diligence Materials. The Due Diligence Materials delivered to Buyer that were generated by parties other than Seller shall be true and complete copies of those documents as contained in Seller's files.

(i) Tax Protest. Seller has not filed nor will Seller file a protest to the taxes.

(j) Construction Defect Claims. Seller has not made any construction defect claim or other workmanship or defect claim under any warranties, guaranties or other construction contracts in relation to the Property.

(k) Condemnation. To Seller's Knowledge, there is no condemnation or similar proceeding currently pending or threatened against the Property.

(l) OFAC Certification. Seller certifies that (a) it is not acting on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through its Office of Foreign Assets Control ("**OFAC**"), or otherwise, as a terrorist, "Specially Designated Nation", "Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, and (b) Seller is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.

(m) FIRPTA Withholding. Seller is not a foreign person under the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**") and thus disposition of the Property will not be subject to any income tax withholding under FIRPTA. Seller agrees to provide its federal identification number to the Escrow Agent to allow the FIRPTA Certification to be prepared by Escrow Agent.

(n) No Leases. Seller has not entered into any written or oral lease agreement or granted occupancy rights to any other third party in connection with the Property, except as follows: [NONE].

(o) Unrecorded Documents. To Seller's Knowledge, there are no unrecorded arrangements, agreements, maintenance contracts, understandings, options, contracts or rights of first refusal or offer to which Seller is a party affecting or relating to the Property in any way. To Seller's Knowledge, no person has any unrecorded right, title or interest in the Property, or any portion thereof, whether by right of adverse possession, prescriptive easement or otherwise.

(p) No Additional Agreements. After the Effective Date, Seller will not enter into any contracts or agreements for the use or transfer of the Property, or which restrict the use of the Property, or which are binding upon the Property or owner or occupant thereof, without Buyer's prior written consent.

(q) Separate Legal Parcel. The Land is comprised of separate legal parcels created by an authorized plat map, subdivision or legal lot split. No additional approvals for the commercial development are required that would hinder or delay Buyer from submitting its initial application to the City of Midwest City for approval of its Proposed Development.

(r) Ownership. Seller has good and marketable title to the Real Property, subject only to the exceptions set forth in the Title Commitment. Seller has not received written notice from any person or entity claiming an ownership or other interest in the Real Property.

(s) Disclosure. No representation, warranty or covenant contained in this Agreement and no statement contained in any of the Seller Closing Documents or Exhibits or in any certificate or other instrument furnished or to be furnished to Buyer as required by this Agreement or in connection with the transactions contemplated by this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact which is reasonably necessary in order to make the statements contained herein or therein not misleading.

(t) Sale Lease-Back Transaction. Seller hereby acknowledges that Buyer intends to enter into a so-called "sale lease-back" transaction in which (i) Buyer constructs the Proposed Development on the Land to its specifications, (ii) Buyer sells the Property to a third party near the time of the issuance of a certificate of occupancy for the Proposed Development, (iii) such third party buyer takes the Property subject to a lease agreement with a Swig operator that is an affiliate of Buyer. Seller agrees, at no cost to Seller, to timely respond to due diligence inquiries that may arise during such sale lease-back transaction. This obligation shall survive Closing.

Seller agrees to advise Buyer in writing if, subsequent to the Effective Date and prior to the Closing, Seller first learns that any of the representations and warranties set forth in this Section 9, or elsewhere in this Agreement, is no longer true, correct and complete in all material respects; in which event, unless Seller elects to cause and does cause the representation and/or warranty to again become true or correct prior to the Closing, Buyer may elect to (i) take such reasonable action as may be necessary, at Seller's expense, to cause such representations and warranties to be true or correct, or (ii) terminate this Agreement at or prior to the Closing and receive the return of all but \$100.00 of the Deposit, plus a reimbursement of actual due diligence costs in an amount not to exceed \$25,000, or (iii) waive any objection to the representation or warranty to the extent it has become untrue or incorrect and to proceed with the Closing. The representations, warranties and covenants of Seller as set forth in this Section 9.1 or elsewhere in this Agreement, and any representations, warranties and covenants contained in the Seller Closing Documents, are collectively referred to herein as "**Seller's Express Representations.**"

9.2. Seller's Knowledge. As used in this Agreement, "**Seller's Knowledge,**" the "**knowledge of Seller**" or any similar phrase shall mean the actual present knowledge of Midwest City Memorial Hospital Authority, without making any independent investigations or inquiries, but specifically

negating the doctrines of constructive or imputed knowledge or notice. Seller represents and warrants that the General Manager is the “person most knowledgeable” regarding the matters contained in this Section 9.

9.3. Effective Dates. All of the representations and warranties in Section 9.1 are true and correct as of the Effective Date and shall be deemed reaffirmed by Seller as being true and correct in all material respects as of the Closing.

9.4. New Information.

(a) Notice to Buyer. As to any of the representations or warranties in this Section 9 that are based on Seller’s Knowledge, if after the Effective Date and prior to the Closing, Seller obtains knowledge (as defined in Section 9.2) for the first time that any such representation or warranty is incorrect or inaccurate in any material respect, then Seller shall give notice thereof promptly to Buyer (the “**New Information Notice**”). Upon giving the New Information Notice, Seller’s representations and warranties in this Section 9 shall be deemed modified to the extent described in the New Information Notice.

(b) Buyer’s Right to Terminate. If: (i) Seller gives the New Information Notice; (ii) the newly discovered facts or conditions that have caused Seller to give the New Information Notice could reasonably have a material adverse impact on the Property; and (iii) the newly discovered facts or conditions that have caused Seller to give the New Information Notice were not known to Buyer prior to the Feasibility Deadline or caused or created by Buyer or any of Buyer’s managers, members, partners, officers, directors, shareholders, employees, agents or contractors, then Buyer shall have until 11:59 p.m. Local Time on the earlier of: (A) the date that is ten (10) Business Days immediately following the date on which Buyer received the New Information Notice; or (B) the last Business Day immediately prior to the Closing Date, in which to terminate this Agreement by giving notice of such termination to Seller and Escrow Agent. If Buyer does not terminate this Agreement within the time specified, Buyer shall be deemed to have waived any right to terminate this Agreement based on the modification described in the New Information Notice. If Buyer timely terminates this Agreement in accordance with this Section 9.4(b), all but \$100.00 of the Deposit shall be returned to Buyer without further approval, instruction or consent of Seller and neither party shall have any further obligations or liability under this Agreement, except those that are specifically intended to survive termination of this Agreement.

10. Buyer’s Representations and Warranties. Buyer represents and warrants to Seller and covenants that:

10.1. Existence and Authority. Buyer is a validly existing other formed under the laws of the state of Utah with capacity to enter into this Agreement and complete this transaction, subject to the conditions set forth in this Agreement.

10.2. Binding Agreement. Upon Buyer’s execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, and similar laws or equitable principles relating to or affecting the enforcement of creditors’ rights generally.

10.3. OFAC Certification. Buyer certifies that (a) it is not acting on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through its Office of Foreign Assets Control (“**OFAC**”) or otherwise, as a terrorist, “Specially Designated Nation”, “Blocked Person”, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United

States government, and (b) Buyer is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.

10.4. Effective Dates. All of the representations and warranties in this Section 10 are true and correct as of the Effective Date and shall be deemed reaffirmed by Buyer as being materially true and correct as of the Closing.

11. Property Sold "AS-IS". Except for Seller's Express Representations, Seller's obligations set forth herein or in any of the Seller Closing Documents, a breach of this Agreement by Seller, or any environmental condition in, at, on, under or related to the Land that was caused by Seller or its representatives, contractors, subcontractors or agents: (a) Buyer is purchasing the Property solely in reliance on Buyer's own investigation and inspection of the Property; and (b) no representations, claims or warranties of any kind whatsoever, express or implied, concerning the Property or its fitness, condition or suitability for any use or purpose, including, without limitation, the environmental condition of the Property, have been made by Seller or any party acting on behalf of Seller. Buyer further acknowledges that: (i) Buyer has been or will be, prior to Closing, given an opportunity to inspect the Property; and (ii) Buyer has or will have inspected the Property to the extent that Buyer deems appropriate including, without limitation, inspection regarding the physical condition of the Property. Except for Seller's Express Representations, Seller's obligations set forth herein or in any of the Seller Closing Documents, a breach of this Agreement by Seller, or any environmental condition in, at, on, under or related to the Land that was caused by Seller or its representatives, contractors, subcontractors or agents, Buyer is purchasing the Property "AS IS" and "WHERE IS" with any and all damage, faults and defects.

12. Risk of Loss; Condemnation. The risk of loss shall remain with Seller until Closing. If a taking prior to Closing occurs or is noticed by any governmental authority of (i) any portion of the Real Property, or (ii) any easements or other matters appurtenant to the Land in a manner that materially and adversely affects or may affect the Real Property, then Buyer shall have the right to either: (a) proceed with the Closing and Seller shall assign its right to all awards for such taking to Buyer at the Closing, or (b) terminate this Agreement by giving notice to Seller and Escrow Agent of such termination by 11:59 p.m. Local Time on the date that is ten (10) Business Days after the date on which Seller delivers to Buyer written notice of such taking, in which event all but \$100.00 of the Deposit shall be returned to Buyer without further approval, instruction or consent of Seller and neither party shall have any further obligations or liability hereunder, except those that are specifically intended to survive termination of this Agreement. If Buyer does not terminate this Agreement within the time specified, Buyer shall be conclusively deemed to have elected to proceed according to clause (a) of the preceding sentence, in which event there shall be no reduction in the Purchase Price. Any easements, dedications, rights of ways and exactions required by any governmental authority in connection with the Property and not adversely impacting the Improvements, development of the Land or contemplated use of the Land or Improvements shall not be considered a taking under this Section 12.

13. Brokerage Commission. Seller and Buyer warrant, each to the other, that they have not dealt with any finder, broker or salesperson in connection with this purchase and sale transaction. If any person shall assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with this purchase and sale transaction, the party under whom the finder or broker is claiming shall defend and indemnify the other party against, and agrees to hold the other party harmless for, from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, without limitation, attorneys' and witness fees and court costs in defending against such claim.

14. Default. The existence or occurrence of any one or more of the following shall constitute a default under this Agreement by the responsible party:

14.1. Failure to Close Escrow. A party, for any reason other than the default of the other party [or failure of the Closing Conditions], fails to deliver all items required from such party for the Closing when and as required under Section 8 or otherwise fails to fulfill its obligations for closing the Escrow on a date that is three (3) Business Days immediately following the date such party receives written notice of such failure from the other party;

14.2. Failure to Perform Monetary Obligations. A party fails to pay any monies due under this Agreement on a date that is three (3) Business Days immediately following the date such party receives written notice of such failure from the other party;

14.3. Failure to Perform Other Obligations. A party fails to fully and timely perform any non-monetary obligations under this Agreement (other than those described in Section 14.1) or otherwise comply with the terms of this Agreement by 11:59 p.m. Local Time on the date that is five (5) Business Days immediately following the date such party receives written notice of such failure from the other party.

14.4. Breach of Representations and Warranties. Subject to Section 9.4, the representations or warranties made by a party in this Agreement prove to be false or misleading in any material respect; and

14.5. Bankruptcy; Insolvency. A party shall: (a) voluntarily be adjudicated as bankrupt or insolvent; (b) seek, consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property; (c) file a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States, any state or any other competent jurisdiction; or (d) make a general assignment for the benefit of its creditors; or (e) a petition is filed against a party seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States, any state or any other competent jurisdiction, and such petition is not dismissed within 60 days immediately following the date of such filing; or (f) a court of competent jurisdiction enters an order, judgment or decree appointing, without the party's consent, a receiver or trustee for a party, or for all or any part of a party's property, and such petition, order, judgment or decree is not discharged or stayed within 60 days immediately following its entry.

15. Remedies.

15.1. Buyer's Remedies.

(a) Prior to Closing. If Seller is in default under this Agreement prior to the Closing, then as Buyer's sole and exclusive remedy, Buyer may elect to do any one, but only one, of the following: (i) waive the default and proceed to close the Escrow; (ii) commence an action for specific performance of the terms of this Agreement within sixty (60) days of Seller's default (if unsuccessful, then the Deposit will be returned to Buyer), or (iii) terminate this Agreement and receive all but \$100.00 of the Deposit without further approval, instruction or consent of Seller, plus a reimbursement for actual out-of-pocket expenses paid by Buyer to conduct its due diligence for this transaction in an amount not to exceed \$25,000.

(b) Following Closing. Following the Closing, Buyer shall be entitled to pursue all remedies available to Buyer at law or in equity against Seller for Seller's breach of any representations and warranties and/or obligations under the Seller Closing Documents or under this Agreement.

(c) Additional Rights. In addition to any other rights or remedies provided to Buyer in this Section 15.1, Buyer shall be entitled to enforce Seller's indemnification obligations under Section 13 and elsewhere herein.

(d) Waiver. Buyer waives any rights to consequential, speculative, special and/or punitive damages against Seller.

15.2. Seller's Remedies.

(a) Prior to Closing. If Buyer is in material default under this Agreement prior to the Closing, then Seller shall either waive such default in writing and proceed to the Closing or terminate this Agreement and Escrow Agent shall promptly deliver to Seller the Deposit then held by Escrow Agent, and Seller shall as Seller's sole and exclusive remedy (except as provided in Section 15.2(c) below), retain the Deposit as liquidated damages, and not as a penalty. Buyer and Seller agree it would be impractical or extremely difficult to fix Seller's actual damages if Buyer materially defaults and that the sum of the Deposit is a reasonable estimate of Seller's damages if Buyer defaults under this Agreement.

(b) Following Closing. Following the Closing, Seller shall be entitled to pursue all remedies available to Seller at law or in equity against Buyer for Buyer's breach of any representations and warranties and/or obligations under this Agreement that survive the Closing. Seller specifically waives all rights to consequential, speculative, special and punitive damages against Buyer for any such breach.

(c) Additional Rights. In addition to any other rights or remedies provided to Seller in this Section 15.2, Seller shall be entitled to enforce Buyer's indemnification obligations contained in this Agreement and Buyer's obligation to repair and restore the Property under this Agreement.

(d) Waiver. Except as otherwise provided in this Section 15.2, Seller waives all other remedies available to Seller at law or in equity, including any rights to consequential, speculative, special, and/or punitive damages.

16. Notices. Any notice or demand required or permitted hereunder shall be: (i) given in writing; (ii) delivered by hand delivery, U.S. certified mail, overnight delivery service (e.g., FedEx), or e-mail (at the e-mail addresses set forth below or such other business email address as may be used from time to time by the applicable party) to the intended recipients; and (iii) deemed effectively given on the earliest of: (a) the date delivered, (b) the third business day after deposit of certified mail, postage prepaid, with the United States Postal Service, (c) the next business day after mailing by overnight delivery service, (d) the date delivery is refused by the intended recipient, or (e) if notice is sent by e-mail, the same day if sent prior to 5:00 p.m. (based on time zone of the intended recipient) on a business day, otherwise it will be effective the next business day. No notice hereunder may be effectively given by text message. Each notice is to be addressed to the parties at the addresses set forth below:

To Buyer:	Savory Swig Stores, LLC Attention: Lynsi Neve 1557 West Innovation Way, Suite 150 Lehi, Utah 84043 Phone: 801.642.3800 Email: lynsi@savorymanagement.com
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With a copy to: Hansen Black Anderson Ashcraft PLLC
Attention: Steve Black
3051 W. Maple Loop Drive, Suite 325
Lehi, Utah 84043
Phone: 801.922.5000
Email: steve@black.law

To Seller: MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
Attention: Matthew D. Dukes, II Chair
100 N Midwest Blvd.
Midwest City, Oklahoma 73110
Phone: 405.739.1209
Email: mayor@midwestcityok.org_____

With a copy to: MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Attention: Tim L. Lyon
100 N. Midwest Blvd.
Midwest City, OK 73110
Phone: 405.739-1201
Email: tlyon@midwestcityok.org

To Escrow Agent: First American Title Insurance Company
Attention: Kirsten Parkin
215 South State Street, Suite 380
Salt Lake City, Utah 84111
Phone: 801.578.8876
Fax: 866.344.5051
Email: kparkin@firstam.com

Any party hereto may change the address for receiving Notice by notice sent in accordance with the terms of this Section.

17. No Cancellation Charges. By executing this Agreement, Escrow Agent agrees that, if the Closing does not occur for any reason, neither Seller nor Buyer shall be responsible to Escrow Agent for any fees, charges or expenses relating to the Escrow, except charges for out-of-pocket costs incurred by Escrow Agent for overnight courier or express mail services which shall be paid by the party requesting such services.

18. Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between Seller and Buyer with respect to the Property and shall not be modified or amended except in a written document signed by Seller and Buyer. Any prior agreements or understandings between Seller and Buyer concerning the Property are superseded and replaced by this Agreement and are hereby rendered null and void.

19. Time of the Essence. Buyer and Seller expressly and specifically agree time is of the essence of this Agreement and all provisions, obligations and conditions thereof. Unless otherwise provided herein, all time periods set forth herein in terms of “**days**” refer to calendar days. Whenever notice must be given, documents delivered or an act done under this Agreement on a day that is not a Business Day, the notice may be given, document delivered or act done on the next following day that is a Business Day. As

used in this Agreement, “**Business Day**” shall mean a day other than a Saturday, Sunday or a day observed as a legal holiday by the United States government or Escrow Agent. Whenever notice must be given, documents delivered or an act done under this Agreement, the last time for doing so will be 11:59 p.m. Local Time on the day in question. “**Local Time**” as used in this Agreement shall refer to Salt Lake City, Utah time.

20. Governing Law. This Agreement together with all attachments and exhibits shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Oklahoma (without reference to choice of law principles). Seller and Buyer hereby irrevocably submit to the process, jurisdiction, and exclusive venue of the federal and state courts located in Oklahoma County, for purposes of suit, action or other proceedings arising out of or relating to this Agreement. Without limiting the generality of the foregoing, Seller and Buyer hereby waive and agree not to assert by way of motion, defense or otherwise in any such suit, action or proceeding any claim that any such party is not personally subject to the jurisdiction of the above-named courts, that suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby acknowledges and agrees that any claim brought in a jurisdiction other than the above-named courts may be dismissed by either party upon request for failure to comply with the exclusive venue provision required above.

21. Waiver. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder. Nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

22. Jury Waiver. BUYER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY BUYER AT CLOSING OR SELLER AT CLOSING, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE).

23. Survival.

23.1. Survival after Closing. All of the representations, warranties, and covenants set forth in this Agreement will survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

23.2. Survival after Termination of Agreement. If this Agreement is terminated pursuant to its terms, the parties shall have no further liabilities or obligations under this Agreement, except the following provisions will survive any termination of this Agreement: (a) the obligations under any provision of this Agreement that expressly provide that they survive the termination of this Agreement; (b) the obligation of Escrow Agent to deliver the Deposit after such termination; and (c) if any dispute arises between the parties, the provisions of this Agreement relating to the interpretation and enforcement of this Agreement shall continue to be in force solely for the purpose of interpreting and enforcing this Agreement and resolving such dispute.

23.3. Other. The remedies available under Sections 15.1 (Buyer's Remedies), 15.2 (Seller's Remedies), 22 (Jury Waiver), and 29 (Attorneys' Fees) shall survive Closing or any termination of this Agreement.

24. Construction. This Agreement is the result of negotiations between parties of roughly equivalent bargaining power, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law that otherwise might be applicable to the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

25. Interpretation. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Agreement, which shall be deemed to prevail and control. All references to "**Sections**" shall be to the numbered sections of this Agreement unless specifically stated otherwise. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate. As used in this Agreement, "**sole discretion**" shall mean sole, absolute, unfettered and unreviewable judgment and discretion without regard to whether such judgment or discretion is exercised reasonably or unreasonably.

26. Headings; Exhibits. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement. All exhibits to this Agreement are fully incorporated herein as though set forth herein in full.

27. No Third-Party Beneficiary. Except as otherwise set forth in Section 31 no term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, Buyer's Broker or Seller's Broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

28. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but such term or provision shall be reduced or otherwise modified by such court or authority only to the minimum extent necessary to make it valid and enforceable, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term or provision cannot be reduced or modified to make it reasonable and permit its enforcement, it shall be severed from this Agreement and the remaining terms shall be interpreted in such a way as to give maximum validity and enforceability to this Agreement. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

29. Attorneys' Fees. If there is any litigation between Seller and Buyer to enforce or interpret any provisions hereof or rights arising under this Agreement, the losing party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing party, such fees to be determined by the court sitting without a jury. This Section shall survive Closing or any termination of this Agreement.

30. Additional Acts. The parties agree to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

31. Intentionally deleted.

32. Assignment; Successors. Buyer may not transfer or assign its interest in this Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion, except: (a) Buyer may assign its interest in this Agreement, without Seller's consent, to an entity that is controlled by or under common control with Buyer; and (b) Buyer may assign this Agreement in connection with a like-kind exchange as provided in Section 31.

33. Legal Representation. The parties acknowledge they have had the opportunity to seek the advice and benefit of legal counsel prior to executing this Agreement, and have, in fact, sought such advice, or made a conscious decision not to do so and to assume the risk of failing to do so.

34. Agreement Binding Only Upon Execution. The delivery of this Agreement in its unexecuted or partially executed form by Seller or Buyer does not constitute either the agreement of Seller or Buyer or an offer by Seller to sell, or by Buyer to purchase, the Property upon the terms and conditions set forth herein until this Agreement has been executed by both Seller and Buyer and delivered to each of them).

35. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page. Fax copies and electronically scanned copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures. Escrow Agent shall accept and treat such fax or scanned signatures as original signatures.

36. Broker Disclosure. Seller acknowledges that one or more of the principals of Buyer are licensed real estate agents/brokers in the states of Utah, Arizona, and New Mexico.

ATTACHED EXHIBITS:

Exhibit A	Buyer's Preliminary Site Plan
Exhibit B	Deed
Exhibit C	Due Diligence Materials
Exhibit D	

[Remainder of Page Intentionally Blank]

Seller and Buyer have executed this Purchase and Sale Agreement effective as of the Effective Date.

BUYER:

SAVORY SWIG STORES, LLC,
a Utah limited liability company

By: _____
Printed Name: _____
Title: _____

SELLER:

By: _____
MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

ACCEPTANCE BY ESCROW AGENT

The undersigned Escrow Agent: (a) accepts the Escrow created by the foregoing Agreement; (b) agrees to act in accordance with the terms thereof; and (c) agrees to be the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986 (the “**Code**”), and to file all necessary information reports, returns, and statement (collective, “**Reports**”) regarding the transaction required by the Code, and promptly, upon the filing thereof, transmit copies thereof to Buyer and Seller.

ESCROW AGENT:

First American Title Insurance Company

By: _____

Printed Name: _____

Escrow No. _____

Date of Opening of Escrow: _____

BUYER'S PROTYCAL ELEVATIONS

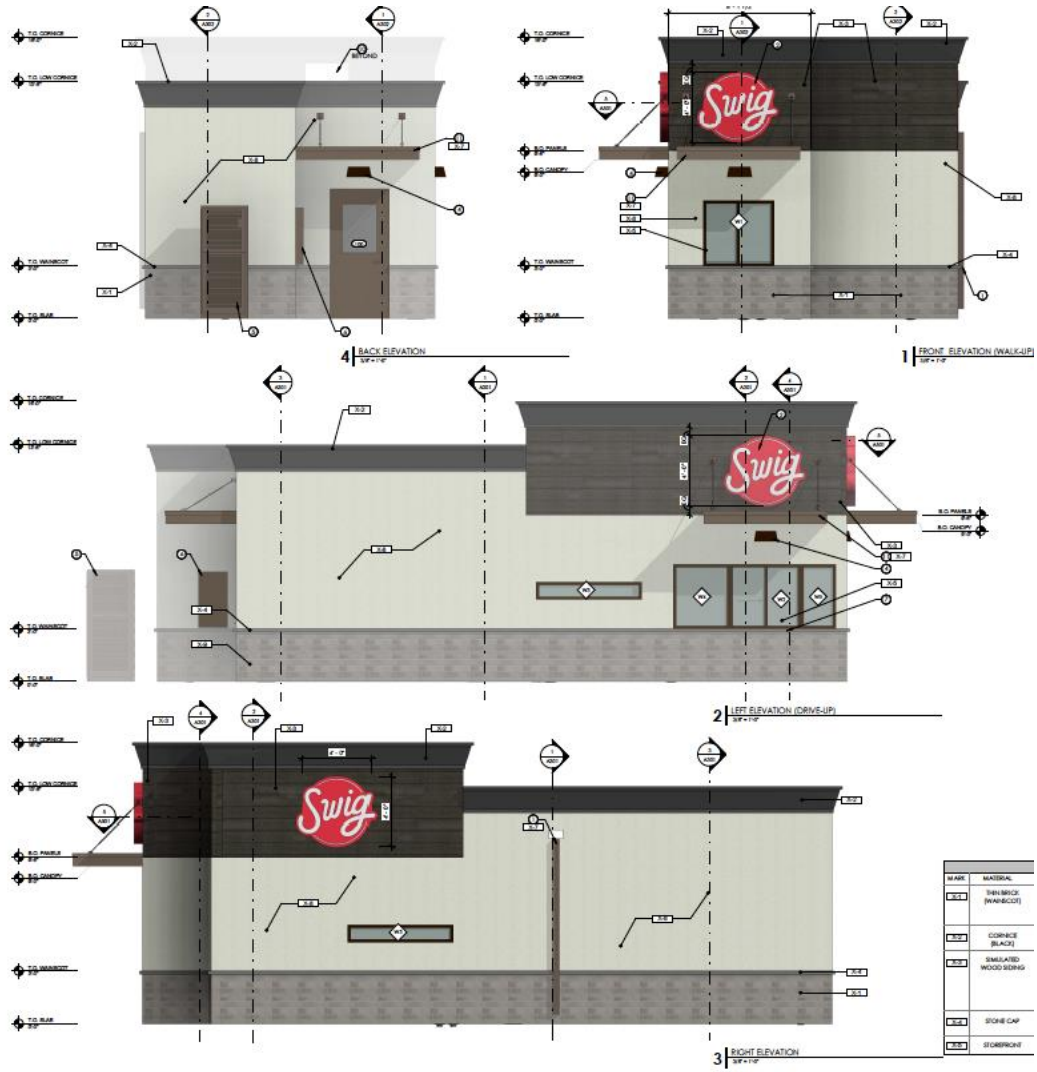


EXHIBIT B
FORM OF DEED

RECORDING REQUESTED BY AND WHEN
RECORDED, MAIL TO:

Savory Swig Stores, LLC
1557 West Innovation Way, Suite 150
Lehi, Utah 84043

SPECIAL WARRANTY DEED

FOR TEN DOLLARS and other valuable consideration, MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a public trust (“**Grantor**”) does hereby grant, sell and convey to SAVORY SWIG STORES, LLC, a Utah limited liability company (“**Grantee**”), whose address is 1557 West Innovation Way, Suite 150, Lehi, Utah 84043, the following described real property situated in County, Oklahoma, together with all improvements, rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances appurtenant thereto:

See Exhibit 1 attached hereto and by reference incorporated herein (the “**Property**”).

The Property is conveyed subject to all non-delinquent taxes and other non-delinquent assessments.

Grantor warrants title to the Property against all acts of Grantor and no other, subject to the matters set forth above.

[signature page follows]





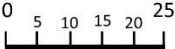
EXHIBIT C

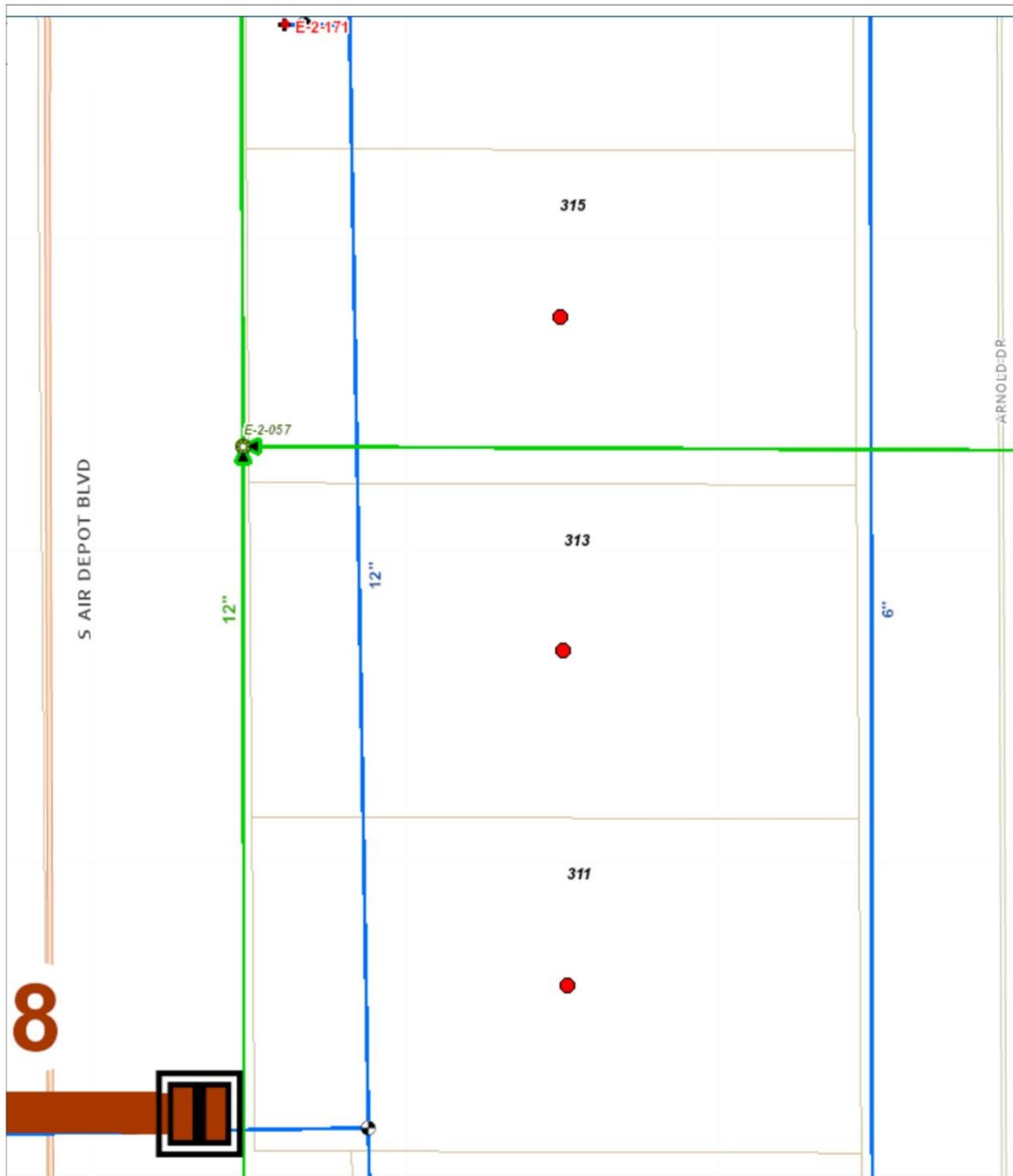
DUE DILIGENCE MATERIALS

The following items shall be referred to herein as the “**Due Diligence Materials**” to be delivered to Buyer if available:

1. Most recent ALTA Survey of the Property with topography and boundary points (to be delivered to Buyer in CAD format) (specify the date it was completed).
2. Previous title report for the Property.
3. Existing Geotech Report (specify the date it was completed).
4. Existing environmental reports (e.g., phase I environmental report) in Seller’s possession or control.
5. Site Lighting Information (photometric plan, light specs, etc.).
6. Development Design Guidelines (pad).
7. Subdivision maps of the Land and surrounding parcels.
8. Any other documents, materials, or disclosures that contain information that may impact Buyer’s intended use of the Property.

EXHIBIT D
CITY UTILITY ATLAS

APPROXIMATELY 2500 SOUTH AIR DEPOT BOULEVARD CITY OF MIDWEST CITY UTILITIES	
WATER DISTRIBUTION =  SANITARY SEWER =  STORM SEWER = 	SCALE IN FEET 





Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Judy Siemens, Interim Finance Director

Date: December 08, 2020

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event 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.

Action is at the discretion of the Authority.

Judy Siemens
Interim Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Economic Development

100 N. Midwest Boulevard
Midwest City, OK 73110
rcoleman@midwestcityok.org
Office: 405.739.1218
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: December 8, 2020

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

Appropriate information will be dispersed during the meeting. Action is at the Council's discretion.

Robert Coleman, Economic Development Director