



CITY OF MIDWEST CITY MEETINGS FOR DECEMBER 12, 2023

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

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

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

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

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

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

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



MIDWEST CITY
Where the Spirit Flies High

CITY OF MIDWEST CITY COUNCIL AGENDA

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

December 12, 2023 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 3 Rick Dawkins

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Sean Reed

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

-  Invocation by Assistant City Manager Vaughn Sullivan
-  Pledge of Allegiance by Councilmember Rick Dawkins
-  Community-related announcements and comments

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

1. Discussion, consideration, and possible action to approve the November 14, 2023 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Street Tax Fund, expenditures/Park & Recreation (06) \$10,000. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of accepting a Permanent Easement from Oklahoma County across their land located in Section 22, Township 12N, Range 2W; of the Indian Meridian, Oklahoma County, Oklahoma. Parcel is associated with the building located at 7401 NE 23rd St. (Engineering & Construction Services - B. Bundy)
4. Discussion, consideration and possible action of 1) approval of the Land and Water Conservation Fund (LWCF) Project Agreement for the Mid America Park Expansion Project – Phase II; 2) authorization to submit the approved agreement and certifications to the Oklahoma Tourism and Recreation Department; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said project. (Grants Management - T. Craft)
5. Discussion, consideration, and possible action of reappointing John Reininger to a three year term for the City of Midwest City ADA Transition Plan Committee. (Engineering & Construction Services - B. Bundy)

6. Discussion, consideration, and possible action of declaring (7) desks, (1) bookshelf and (1) shredder as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - S. Porter)

D. DISCUSSION ITEMS.

1. (PC-2122) Public hearing, discussion, consideration, and possible action to approve a resolution to amend the Comprehensive Plan for the property at 9809 SE 15th Street to Office/Retail Land Use. (Planning & Zoning - E. Richey)
2. (PC-2123) Public hearing, discussion, consideration, and possible action to approve a resolution to amend the Comprehensive Plan for the property at 7210 NE 36th Street to Industrial Land Use. (Planning & Zoning - E. Richey)
3. (PC-2153) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Eagle Landing for the property described as a part of the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian also addressed as 10601-10603-10607 SE 15th Street, Midwest City, OK 73130. (Planning & Zoning - M. Summers)
4. (PC-2154) Public hearing, discussion, consideration, and possible action approving a Resolution amending the Comprehensive Plan from Office/ Retail Land Use to Commercial Land Use and; an Ordinance to Redistrict from C-3, Community Commercial District to C-4, General Commercial District for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 422 N. Air Depot Blvd., Midwest City, OK. (Planning & Zoning - M. Summers)
5. (PC-2155) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Automotive Equipment: Heavy in the (C-4) General Commercial District for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 422 N. Air Depot Blvd., Midwest City. (Planning & Zoning - M. Summers)
6. Discussion, consideration, and possible action of approving, amending, revising or rejecting a Resolution relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in an aggregate principal amount of not to exceed Four Million Dollars (\$4,000,000.00), approving documents as may be necessary or required and declaring an emergency. (Public Works - R. Paul Streets)

E. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the 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.

F. FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of October 2023. (Finance - T. Cromar)
2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for October 2023. (Human Resources - T. Bradley)
3. Review of the September 5, 2023 Planning Commission Meeting Minutes. (Planning & Zoning - M. Summers)
4. Review of the October 3, 2023 Board of Adjustment Meeting Minutes. (Planning & Zoning - M. Summers)
5. Monthly Residential and Commercial Building report for October 2023 Building Report (Engineering & Construction Services—B. Bundy)
6. Review of the October 13, 2021 Park Land Review Committee Minutes. (Planning & Zoning - E. Richey)

G. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Minutes

November 14, 2023

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

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

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

OPENING BUSINESS. The Invocation was led by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Councilmember Pat Byrne. Mayor Dukes and City Manager Lyon presented Proclamations and/or plaques for: Assistant Fire Chief Tony Lopez, Police Sgt. Samantha Wilson, Chief Construction Inspector Glenn Presley, National Stormwater Day, and Small Business Day. City Manager Lyon made community-related announcements.

CONSENT AGENDA. Favors made a motion to approve the consent agenda, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration and possible action to approve the October 24, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Grants Fund, revenue /Intergovernmental (62) \$50,871; expenditures/Police (62) \$50,871. Capital Improvements Fund, expenditures/Capital Improvements (57) \$49,542. Grants Fund, revenue /Intergovernmental (42) \$1,300,000; expenditures/Transfers Out (42) \$1,300,000; revenue/Intergovernmental (43) \$375,000; expenditures/Transfers Out (43) \$375,000; revenue/Intergovernmental (61) \$325,000; expenditures/Transfers Out (61) \$325,000. Capital Improvements Fund, expenditures/Street (09) \$420,000. Street & Alley Fund, expenditures/Street (09) \$35,000. Reimbursed Projects Fund, expenditures/Community Development (05) \$106; expenditures/Park & Rec (06) \$1,928; expenditures/Public Works (30) \$507; expenditures/Police (62) \$561; expenditures/Fire (64) \$2,142; expenditures/Transfers Out (05) \$43,097; expenditures/Transfers Out (06) \$257; expenditures/Transfers Out (37) \$35,000. Capital Improvements Fund, revenue/Transfers In (00) \$1,000. Park & Recreation Fund, revenue/Transfers In (00) \$257. Downtown Redevelopment Fund, revenue/Transfers In (00) \$35,000. General Fund, expenditures/Neighborhood Services (15) \$2,400. Disaster Relief Fund, expenditures /Neighborhood Services (15) \$2,400. Grants Fund, revenue/ Intergovernmental (21) \$20,000; expenditures/Transfers Out (21) \$20,000. Emergency Operations Fund, revenue/Transfers In (00) \$20,000. Reimbursed Projects Fund, expenditures/Hidden Creek (48) \$15,000.
3. Discussion, consideration and possible action of approving Resolution 2023-42, to notify the public of publication of the most recent Supplement 19, dated October 2023 to the Midwest City Code of ordinances and to ratify all other previous supplements and codifications.

4. Discussion, consideration, and possible action of approving a project agreement generally known as State Job Number 38082(04)(05)(06)(07) with the Oklahoma Department of Transportation (ODOT) to receive \$5,902,000 in construction federal funds for a future federal aid project for SE 29th St and Douglas Blvd and associated work.
5. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38092(04), with the Oklahoma Department of Transportation (ODOT) to receive \$1,203,040 in construction federal funds for a future federal aid project to construct sidewalk in four locations.
6. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38093(04), with the Oklahoma Department of Transportation (ODOT) to receive \$840,000 in construction federal funds for a future federal aid project to upgrade and improve 5 signals.
7. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38094(04), with the Oklahoma Department of Transportation (ODOT) to receive \$360,500 in construction federal funds for a future federal aid project to restripe various City arterials.
8. Discussion, consideration, and possible action of Resolution 2023-44 recommending selecting Consor Engineers, LLC as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards for the term of April 1, 2024 to March 31, 2026.
9. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Lee Engineering, LLC. in the amount of \$96,500 to provide survey and design services for a future federal aid project to upgrade and improve 5 signals, known as JP 38094(04).
10. Discussion, consideration, and possible action of accepting a Permanent Utility Easement for the construction of and access to public utilities located in the future Glenhaven Addition. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
11. Discussion, consideration, and possible action of accepting a Permanent Utility Easement for the construction of and access to public utilities located in the future Glenhaven Addition. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
12. Discussion, consideration, and possible action of 1) appointing Ms. Christine Price-Allen as the Ward 5 representative; and 2) re-appointing Aruna Abhayagoonawardhana as the Ward 6 representative, both to the Midwest City Tree Board for three-year terms, ending November 10, 2026.
13. Discussion, consideration, and possible action of declaring four City property chairs as surplus and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

14. Discussion, consideration and possible action, declaring (1) keyboard, (1) V700 photo scanner, (1) binder, (1) file folder organizer, (1) magazine holder and (1) pair of speakers as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.
15. Discussion, consideration, and possible action of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of electing a vice-mayor.

Eads made motion to nominate Pay Byrne, seconded by Reed. Voting Aye: Eads, Dawkins, Reed, Favours, and Dukes. Nay: none. Abstain: Bana. Recused: Byrne. Motion Carried.

2. a) Discussion, consideration, and possible action of approving a new ordinance amending the Midwest City Municipal Code, Chapter 2 Administration; Article II, City Council; adopting a new ordinance at Section 2-13.1, Additional filing requirements for regular and special primary and general elections for city council; and providing for repealer, and severability and emergency. b) Discussion, consideration, and possible action of approving the emergency clause.

a) Maisch and Lyon addressed Council. Staff and Council had discussion. Bana made a motion to approve with following amendments: question to be drafted and presented to AG concerning former Councilmembers conflict of interest; the candidates ethics reports to be located online as transparency; and deadline for AG letter to be completed and submitted no later than January 20, 2024. The motion died due to lack of a second.

Eads made a motion to approve Ordinance 3534, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Favours, and Dukes. Nay: Bana. Motion Carried.

b) Eads made motion to approve the emergency clause, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Favours, and Dukes. Nay: Bana. Motion Carried.

3. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 9, Building and Building Regulations; Article I, In General, Section 9-3 Building and dwelling addresses; Article VII, Sign Regulations, Section 9-382, Definitions; Section 9-391, Temporary signs; Section 9-394, Illegal, nonconforming, deteriorated and vacant signs; and providing for repealer and severability.

Maisch addressed council. Reed made a motion to approve Ordinance 3535, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favours, and Dukes. Nay: none. Motion Carried.

4. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 20 Housing Code, Article IV, Rental Property, Sections 20-204, Definitions; taking out of reserve and adopting Sections 20-205, 20-206, 20-207, 20-208, 20-209, and 20-210, Reserved; amending 20-211, Crime-Free Rental Housing Program; repealing

and placing into Reserve 20-221, Crime-Free Multi-Housing Program; and providing for repealer and severability.

Maisch addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3536, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

5. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Travel Trailer Park Regulations, Division 3, Sanitary Facilities, Section 23-111, Wastes to be discharged into public or private sewer or septic tank; Section 23-114, Private sewage system requirements; Section 23-115, Use of sewage system required; Division 4, Water Supply, Section 23-124, Private water sources must be approved; Section 23-131, Drinking fountains to be approved by health officer; Division 5, Refuse Disposal, Section 23-146, Collection and disposal requirements; Division 6, Insect and Rodent Control, Section 23-154, Control measures to be used; Section 23-155, Use of larvicidal solutions; Section 23-156, Measures to control additional insects or weeds may be required; Section 23-158, Rodent extermination required; and providing for repealer and severability.

Bana made a motion to approve Ordinance 3537, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

6. Discussion, consideration, and possible action of approval of an ordinance amending Midwest City Code, Chapter 24, Motor Vehicles and Traffic, Article III, Traffic-Control Devices, Signals, Etc., Section 24-60, Manual and Specifications for Traffic-Control Devices; and providing for repealer and severability.

Reed made a motion to approve Ordinance 3538, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

7. Discussion, consideration, and possible action of approval of an ordinance amending Midwest City code, Chapter 37, Streets and Sidewalks, Article III, Transportation Plan, Division 2, Standards and Requirements, Section 37-63, Design Standards for Ingress and Egress Facilities; Division 4, Tables, Section 37-71, Table 4; Article IV, Work Affecting Streets, Section 37-86, Permits Required; Fee Display; and providing for repealer and severability.

Bana made a motion to approve Ordinance 3539, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

8. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 37, Streets and Sidewalks; Article I, In General; Section 37-6, Building and dwelling addresses.

Maisch addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3540, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

9. Discussion, consideration, and possible action of approval of an ordinance amending Midwest City code, Chapter 38, Subdivision Regulations, Article VI, Subdivision Standards, Section 38-47, Sidewalks; and providing for repealer and severability.

Bundy addressed Council. After Staff and Council discussion, Eads made a motion to approve Ordinance 3541, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

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

Eads made a motion to approve Ordinance 3542, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

11. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Appendix A, Zoning Regulations; Section 7, Development Review Procedures; Part 7.6, Special Use Permit; Subpart 7.6.3, Criteria for Special Permit Approval; and providing for a repealer, and severability.

Eads made a motion to approve Ordinance 3543, seconded by Byrne. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

12. Discussion, consideration and possible action to approve a Resolution and Proclamation, authorizing the calling and holding of a primary election on February 13, 2024, if necessary, and a general election, if necessary, on April 2, 2024 in Wards 2, 3, 4, and 6 of the City of Midwest City, County of Oklahoma, State of Oklahoma; enumerating the qualifications for those offices; and establishing the filing period.

Eads made motion to approve Resolution 2023-43 and Proclamation, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

13. Discussion, consideration, and possible action of approving an American Rescue Plan Act Grant Agreement between the City of Midwest City and the Oklahoma Water Resources Board in the amount of \$2,000,000.00 to develop citywide master plans and construct two 12-inch water lines as well as other related expenses.

Bana made a motion to approve the agreement, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

14. Discussion, consideration, and possible action to enter into a professional services agreement with TSW Planners, Architects and Landscape Architects of Atlanta, GA, in an amount not to exceed \$1,144,020 for design and construction documents, bidding and construction administration, and optional services for security, telecom, and A/V systems for part of the Southeast Quarter of Section 34, Township 12 North, Range 2 West of the Indian Meridian

a/k/a the Hospital District.

Summers, Lyon, TSW representative Katie O’Meilia addressed Council. After Staff and Council discussion, No Action was Taken.

At 7:13 PM Bana left horseshoe, but remained in Chambers, returned to seat at 7:14 PM.

15. Discussion, consideration, and possible action to approve an ordinance, to close for public use, four Easements and one Right of Way or Utility Reserve, recorded in Book 444, Page 520, Book 464, Page 73, Book 3889, Page 407, and Book 4046, Page 1110 in the Oklahoma County Clerk office and lying in the Southwest Quarter (SW/4) of Section 34, Township 12 North Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma.

Bundy and Lyon addressed Council. Byrne made a motion to approve Ordinance 3544, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

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

ADJOURNMENT. There was no further business, Mayor Dukes adjourned the meeting at 7:21 PM.

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: December 12, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Street Tax Fund, expenditures/Park & Recreation (06) \$10,000.

The supplement is needed to budget design services contract for Bomber Trail Phase 4 Project.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

December 12, 2023

Fund STREET TAX (065)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Recreation			10,000	
		<u>0</u>	<u>0</u>	<u>10,000</u>	<u>0</u>

Explanation:
To increase budget for design services contract for Bomber Trail Phase 4 Project. Funding to come from fund balance.



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

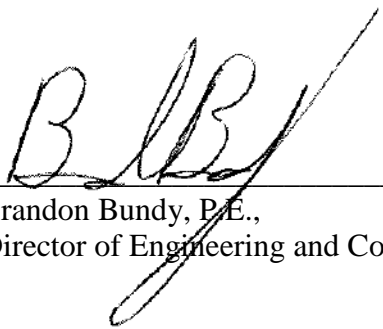
TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 12, 2023

SUBJECT : Discussion, consideration, and possible action of accepting a Permanent Easement from Oklahoma County across their land located in Section 22, Township 12N, Range 2W; of the Indian Meridian, Oklahoma County, Oklahoma. Parcel is associated with the building located at 7401 NE 23rd St.

This Permanent Easement is required for the future extension of the public waterline to serve the Midwest City Water Resources Recovery Facility (WRRF) and the Centrillium project. The easement will be located in a manner as to allow the City to construct a waterline across their property to a connection on the City's land. Staff has worked with Oklahoma County and they graciously agreed to donate the permanent easement for the betterment of the City.



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

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Board of County Commissioners (grantor), of Oklahoma County, State of Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, have this day granted, bargained, and conveyed unto the City of Midwest City, a municipal corporation, a permanent easement across, over and under the following described lots or parcels of land, lying and being situated in Oklahoma County, Oklahoma, to-wit:

A Parcel of land located in the South half (S/2) of Section 22, T12N R2W

A sanitary sewer easement lying in the South Half (S/2) of Section Twenty-Two (22), Township 12 North (T12N), Range 2 West (R2W) of the Indian Meridian (I.M.), being more particularly described by metes and bounds as follows:

Commencing at the Southwest Corner of the Southeast Quarter (SE/4) of Said Section 22; Thence N 00°28'25" W on the West line of said Southeast Quarter (SE/4) a distance of 329.78 feet;

Thence N 89°58'56" E a distance of 125.30 feet to the point of beginning of the easement tract further described herein;

Thence N 00°01'04" W a distance of 20.00 feet;

Thence N 89°58'56" E a distance of 19.64 feet;

Thence N 00°28'40" W a distance of 94.14 feet;

Thence N 89°44'04" W a distance of 165.10 feet;

Thence N 00°28'25" W a distance of 876.73 feet to a point on the North line of a property described in Book 13673, Page 648 filed for record at the Oklahoma County Clerk's Office;

Thence N 89°40'48" E on said North property line a distance of 20.00 feet to a point on the East line of the Southwest Quarter (SW/4) of said Section 22;

Thence S 00°28'25" E on the East line of the Southwest Quarter (SW/4) a distance of 856.93 feet;

Thence S 89°44'04" E a distance of 165.10 feet to a point on the East line of said property;

Thence S 00°28'40" E on the East line of said property a distance of 134.04 feet;

Thence S 89°58'56" W a distance of 39.80 feet to the point of beginning;

Containing .54 acres (23,514.8 square feet) more or less.

Plus the right of ingress and egress through grantor's property to and from said Subject Property along with all rights, title and interest in and to all land, fixtures, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of said easement, for the use of grantee for the exclusive purpose of constructing, operating, maintaining, and replacing water line and other City owned or operated utilities and appurtenances thereto, over, under, through and upon the same. Grantor further covenants and agrees to neither erect a building or other structure nor change the terrain (no excavation or addition of soil) within the described easement without the prior approval of the grantee.

Should the grantee abandon the water line easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

IN WITNESS WHEREOF, the Grantor herein named has hereunto set its hand and seal this the 15th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Brian Maughan
Chairman

Carrie Blumert
Member

Myles Davidson
Member

Manina Trust 

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for the State and County aforesaid on this 15th day of November, 2023, personally Carrie Blumert, Brian Maughan and Myles Davidson, to me known to be the identical persons who executed the within and foregoing instrument and each of them acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



Sharon R Compse
Notary Public

My Commission Expires:

06-03-2025

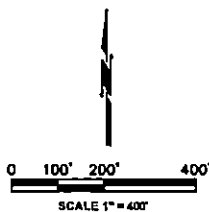
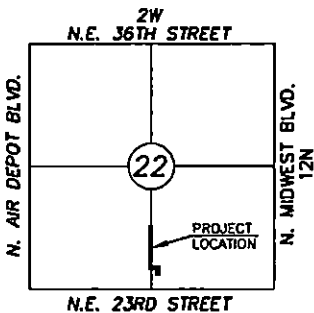
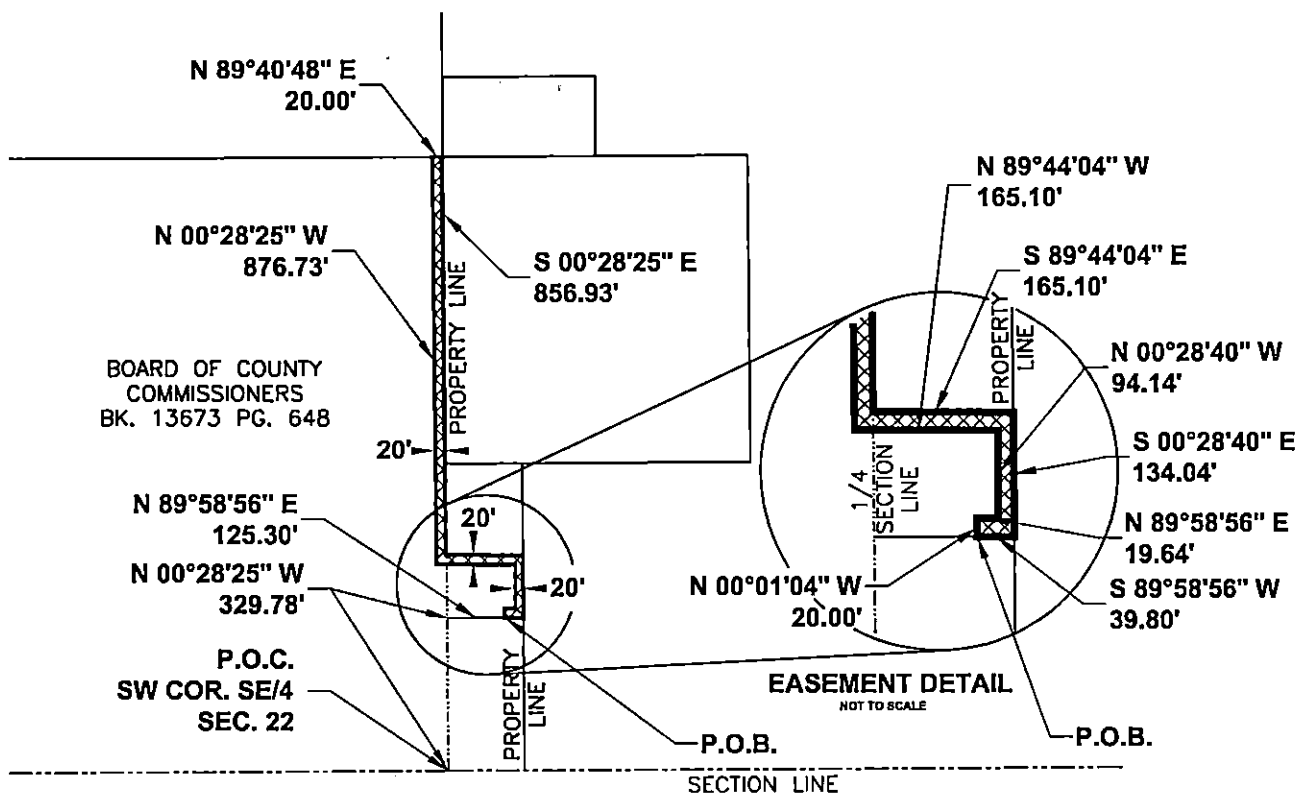
EXHIBIT "A"

PARCEL NO. 1
PROJECT NO. 221098

SHEET 2 OF 2

PARCEL 1

PART OF THE SOUTH HALF (S/2)
IN SEC. 22 T12N-R2W
OKLAHOMA COUNTY, OK



LEGAL DESCRIPTION ON SHEET 1 OF 2



4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-24

DATE: 10/23/2023
NE 23rd STREET SANITARY SEWER EASEMENT
PARCEL NO. 1
CITY OF MIDWEST CITY

PARCEL 1
SHEET 2 OF 2

PROJECT NO. 221098



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

TO: Honorable Mayor and Council

FROM: Terri L. Craft, Grants Manager

DATE: December 12, 2023

SUBJECT: Discussion, consideration and possible action of 1) approval of the Land and Water Conservation Fund (LWCF) Project Agreement for the Mid America Park Expansion Project – Phase II; 2) authorization to submit the approved agreement and certifications to the Oklahoma Tourism and Recreation Department; and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said project.

In September of 2021, application was made in the amount of \$790,000 to the Oklahoma Tourism and Recreation Department to assist in Phase II of the redevelopment of Mid America Park, located at 1295 N. Midwest Blvd. Along with dedicated GO bond funds as match, Phase II of the project will include a parking lot extension, an 18-hole disc golf course and a smaller neighborhood park, with a playground and pavilion to be located at the SW corner of the larger park. The original scope included prefabricated restrooms and a splash pad but were removed due to escalating costs.

Phase I funds in the amount of \$500,000 were also awarded in September of 2021 and are currently under contract.

The project agreement and certifications are attached. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft".

Terri L. Craft
Grants Manager

**OKLAHOMA TOURISM AND RECREATION DEPARTMENT
LAND AND WATER CONSERVATION FUND (LWCF) PROJECT AGREEMENT**

National Park Service Project Number: P23AP01867-00 OTRD Project Number: 40-01256

Project Name: Mid-America Park Expansion Phase 2

Project Sponsor: City of Midwest City

Project Period: 11/01/2023 - 09/30/2026

AL#: **15.916 Land & Water Conservation Fund State & Local Assistance Program**

Project Stage Covered by This Agreement: **ENTIRE PROJECT**

Project Cost: \$ 1,580,000.00 Approved Federal Funds: \$ 790,000.00

In consideration for the award of this matching grant funding, the undersigned political subdivision of the State of Oklahoma, hereinafter referred to as Sponsor does hereby agree and accept the same responsibility and obligations set out in herein described project and to the same extent and in the same manner, including all requirements, as does the State of Oklahoma. The Sponsor further understands, agrees, and accepts that this project is not effective until the State of Oklahoma, hereinafter referred to as the State and the Sponsor have duly executed this project agreement.

With Land and Water Conservation Fund assistance and in partnership with the Oklahoma Tourism and Recreation Department, Midwest City seeks to pursue Phase 2 of the Mid America Park expansion, which will build on Phase 1 efforts in the main community park by constructing a splash pad, installing an entry sign and prefabricated restrooms, constructing a parking lot extension, an 18-hole disc golf course, and installing a smaller neighborhood park with an inclusive playground, pavilion, and park benches. The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement and to the Award - Special Conditions terms attached.

The Sponsor agrees that all wiring will be placed underground within the project boundary unless specifically exempted by the State in writing. The Sponsor further agrees that all project development shall be in compliance with accessibility standards. Noncompliance with these or other requirements may nullify or impair Sponsor's ability to receive reimbursements under the LWCF program. The Sponsor agrees to comply with the terms and intent of P.L. 93-234, the Flood Disaster Protection Act of 1973; P.L. 90-480, the Architectural Barriers Act of 1968; P.L. 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and all other regulations and procedures that are applicable to the Land and Water Conservation Fund Program.

Sponsor acknowledges and agrees that by signing this project agreement, all acquisition or development improvements made as a part of the project shall become and shall remain as public park or recreation facilities in perpetuity unless otherwise approved by the State and the National Park Service. This Agreement incorporates the provisions of the attached General Provisions which will be applied to Sponsor's project.

By signing this project agreement, both parties acknowledge their acceptance of the terms and conditions associated with the LWCF program and agree to abide by these requirements.

STATE OF OKLAHOMA

Oklahoma Tourism & Recreation Department

BY: _____

Name: Forrest McMurray

Title: State Liaison Officer

POLITICAL SUBDIVISION (SPONSOR)

CITY OF MIDWEST CITY

BY: _____

Name: Matthew D. Dukes, II

Title: Mayor, City of Midwest City

Attachments—LWCF Agreement General and Special Provisions

AWARD SPECIFIC TERMS AND CONDITIONS

A. The recipient shall provide a signed and dated boundary map that is acceptable to them, the subrecipient, and LWCF, meeting all criteria as explained in the LWCF Manual, v. 71, including displaying all easements and reversionary interests in the property, before final reimbursement.

B. This grant has been awarded prior to the NPS and the Recipient completing required reviews of the project in accord with Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA) and making a determination as to the project's potential to cause impacts or effects to environmental or cultural resources. As requested by interested Tribes, the subrecipient shall conduct a Cultural Resources Survey of the project area in alignment with 36 CFR 800.

As such, the Sub-recipient is not authorized to perform any work under the project except as needed to complete compliance, particularly any ground disturbing activities, nor draw down any funds. The condition will remain in effect unless and until the NHP A Section 106 and NEPA processes are completed and approved by the L WCF program with a determination of whether further review, documentation, and/or mitigation measures are required; and the Sub-recipient has satisfied any requirements contained in the L WCF program determination. Once these requirements have been successfully completed, the L WCF program will notify the Recipient in writing that the review is complete, work on the project may commence, and reimbursement of Grant funds is authorized.

C. In accord with Article XI and Attachment A, the NPS reserves the right to terminate the grant in the event the Recipient breaches this special award condition or otherwise fails to perform under these Agreement requirements. If the project scope or budget changes in any way after approval as a result of the compliance process, revised final versions must be submitted to the NPS for approval once the condition placed on the agreement has been met.

BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance

program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America I OMB I The White House.

ATTACHMENT A
LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.



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

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 12, 2023

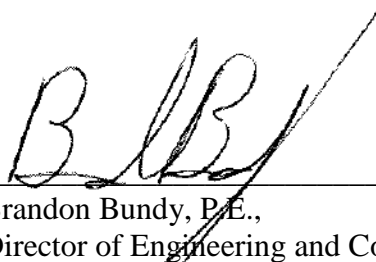
SUBJECT : Discussion, consideration, and possible action of reappointing John Reininger to a three year term for the City of Midwest City ADA Transition Plan Committee.

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

John Reininger has served faithfully since the origination of the committee in 2015. I have confirmed with him that he would like to be reappointed for additional terms.

Current members are as follows:

	Representing	Expires
Clint Reininger	W1	<i>Expired 08/12/23</i>
John Reininger	W3	<i>Expired 08/12/23</i>
Sara Bana	City Council, W5	08/27/24
Earl Foster	W1	08/27/24
Dean Hinton	Planning Commission, W6	08/27/24
Max Wilson	W6	12/09/25
Rick Lewis	W4	12/09/25



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



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police

DATE: December 12, 2023

SUBJECT: Discussion, consideration, and possible action of declaring (7) desks, (1) book shelf and (1) shredder 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/uses. We are requesting these items be declared surplus and disposal be authorized either through public auction, sealed bid or destruction.

- 6 - "L" Shaped desks
- 1 - Long desk
- 3 - Bookshelves
- 1 - Whitaker Brothers Shredder (broken)
 - Serial # 297934.01015.O50
 - Model: Datastroyer 702CC
 - Prod. Year: 2017

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police-Interim



DISCUSSION ITEMS





Community Development Department

Matt Summers, Director of Planning & Zoning
Emily Richey, Current Planning Manager
Tami Anderson, Executive Assistant

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: December 12, 2023
Subject: (PC-2122) Public hearing, discussion, consideration, and possible action to approve a resolution to amend the Comprehensive Plan for the property at 9809 SE 15th Street to Office/Retail Land Use.

Honorable Mayor and Council,

Following the approval of an ordinance to redistrict the property addressed as 9809 SE 15th Street at the September 27, 2022 City Council meeting for PC-2122, staff discovered a resolution to the Comprehensive Plan was not included.

This is a request to amend the Comprehensive Plan for the subject property to Office/Retail Land Use.

Action Required:

Approve or reject the suggested resolution.

Respectfully,

Emily Richey
Current Planning Manager

2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM SINGLE-FAMILY DETACHED LAND USE TO OFFICE/RETAIL LAND**
5 **USE FOR THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE CITY**
6 **OF MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
8 lowing described property identified, for future planning purposes, as Single-Family Detached
9 Residential Land Use:

10 For the property described as the South Half (S/2) of the East Half (E/2) of the South-
11 west Quarter (SW/4) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of
12 Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Me-
13 ridian also addressed as 9809 SE 15th Street, Midwest City, OK.

14 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
15 above referenced property from Single-Family Detached Residential Land Use to Office/Retail
16 Land Use.

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

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

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

22 That the classification of above described property located in Midwest City, Oklahoma is hereby
23 changed from Single-Family Detached Residential to Office/Retail on the Comprehensive Plan
24 Map.

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

27 **THE CITY OF MIDWEST CITY, OKLAHOMA**

28 _____
29 **MATTHEW D. DUKES II, Mayor**

30 **ATTEST:**

31 _____
32 **SARA HANCOCK, City Clerk**

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

34 _____
35 **DONALD MAISCH, City Attorney**



Community Development Department

Matt Summers, Director of Planning & Zoning
Emily Richey, Current Planning Manager
Tami Anderson, Executive Assistant

To: Honorable Mayor and Council
From: Emily Richey, Current Planning Manager
Date: December 12, 2023
Subject: (PC-2123) Public hearing, discussion, consideration, and possible action to approve a resolution to amend the Comprehensive Plan for the property at 7210 NE 36th Street to Industrial Land Use.

Honorable Mayor and Council,

Following the approval of an ordinance to redistrict the property addressed as 7210 NE 36th Street at the September 27, 2022 City Council meeting for PC-2123, staff discovered a resolution to the Comprehensive Plan was not included.

This is a request to amend the Comprehensive Plan for the subject property to Industrial Land Use.

Action Required:

Approve or reject the suggested resolution.

Respectfully,

Emily Richey
Current Planning Manager

2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM PUBLIC/SEMI-PUBLIC LAND USE TO INDUSTRIAL LAND USE FOR**
5 **THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE CITY OF MID-**
6 **WEST CITY, OKLAHOMA.**

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

9 A part of the Northwest Quarter of Section Twenty-Two (22), Township Twelve (12)
10 North, Range Two (2) West of the Indian Meridian, also addressed as 7210 NE 36th
11 Street, Midwest City, OK, being more particularly described as follows:

12 Commencing at the Northeast Corner of the Northwest Quarter of said Section 22,
13 thence S.89°36'11"W., along the North Line of the Northwest Quarter of Said Section
14 22 and the basis for the bearings in the following description, a distance of 904.87 feet
15 to THE POINT OR PLACE OF BEGINNING; thence S.14°25'07"W., a distance of
16 1420.55 feet; thence N.79°28'01"W., a distance of 753.87 feet; thence N.00°30'02"W.,
17 and parallel with the West Line of the Northwest Quarter of said Section 222, a dis-
18 tance of 614.17 feet to the Easterly Right of Way Line of The Burlington-Northern
19 Railroad; thence N.40°59'32"E., along the Easterly Right of Way Line of the Burling-
20 ton-Northern Railroad, a distance of 821.35 feet to the North Line of the Northwest
21 Quarter of said Section 22; thence N.89°36'11"E., along the North Line of the North-
22 west Quarter of said Section 22, a distance of 561.49 feet to the point or place of begin-
23 ning.

24 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
25 above referenced property from Public/Semi-Public Land Use to Industrial Land Use.

26 **WHEREAS**, with the applicant's request the change in future planning classification complies
27 with the City's Comprehensive Plan.

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

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

31 That the classification of above described property located in Midwest City, Oklahoma is hereby
32 changed from Public/Semi-Public to Industrial on the Comprehensive Plan Map.

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

35 **THE CITY OF MIDWEST CITY, OKLAHOMA**

36 _____
MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

DONALD MAISCH, City Attorney

To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: December 12, 2023
Subject: (PC-2153) Public hearing, discussion, consideration, and possible action of approval of the Preliminary Plat of Eagle Landing for the property described as a part of the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian also addressed as 10601-10603-10607 SE 15th Street, Midwest City, OK 73130.

Executive Summary: This item is a request to approve the Preliminary Plat of Eagle Landing. This plat would subdivide the parcel into nineteen (19) lots; two (2) commercial lots, sixteen (16) residential lots, and one (1) lot used for common area/stormwater detention.

There are currently two (2) commercial structures on the lot that have received Certificates of Occupancy and no structures on the proposed residential lots. If approved, all development standards and regulations for Single-Family Detached (“R-6”) must be observed for the residential lots.

The Applicant is requesting a waiver of Section 38-48.6(b) of the Subdivision Regulations regarding lot orientation restrictions. The proposed layout has seven (7) lots backing onto Lynn Fry Boulevard, a local street, which the Subdivision Regulations do not permit. Upon review of the layout, staff agrees the proposal would not cause any detriment to the surrounding area and is similar to surrounding subdivisions. Staff makes the recommendations that the final plat denotes vehicular access should not derive from the rear of properties backing onto Lynn Fry Boulevard and include the maintenance plan for the area between rear property fence and the street.



The development meets the threshold requirement to provide land to be dedicated for parks and open space. The applicant, Mr. Joel Bryant, was present at the Park Land Review Committee meeting October 17, 2023 and addressed the committee. Due to the minimal space, the applicant does not feel it would be a usable park and requested to pay a fee-in-lieu of park land. The Park Land Review Committee approved the request for fee-in-lieu.

Staff would like it noted that this proposed subdivision is *not* located within the Eastside Sewer Moratorium area.

Both state and local public notice requirements were met.

The applicant was present at Planning Commission and his engineer addressed the Commission.

At the time of this writing, staff has not received any comments from surrounding property owners.

Staff recommends approval of this item and the requested waiver.

Planning Commission unanimously recommended approval of this item. Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- November 7, 2023

City Council- December 12, 2023

Date of Pre-Development Meeting: July 27, 2023

Date of Park Land Review Committee Meeting: October 17, 2023

Council Ward: Ward 6, Rick Favors

Owner: Joel Bryant, 1400 Post LLC

Applicant: Joel Bryant, 1400 Post LLC

Engineer: Grubbs Consulting

Proposed Use: Mix of commercial and single-family residential

Size: The subject property contains an area of 4.53 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Single-Family Detached Residential

North- Single-Family Detached Residential

South- Single-Family Detached Residential

East- Single-Family Detached Residential

West- Single-Family Detached Residential

Zoning Districts:

Area of Request- Restricted Commercial District (“C-1”); Single-Family Detached Residential (“R-6”)

North- Single-Family Detached Residential (“R-6”)

South- Single-Family Detached Residential (“R-6”)

East- Planned Unit Development (“PUD”) governed by Single-Family Detached Residential (“R-6”)

West- Single-Family Detached Residential (“R-6”)

Land Use:

Area of Request- Residential Tract – Vacant; Commercial Tract – Two multi-suite buildings

North- Residential (Willow Ridge Estates)

South- Residential (Windsong Addition)

East- Residential (Riverwind Estates)

West- Residential

Comprehensive Plan Citation:

The future zoning land use for the subject lots are Single-Family Detached Residential and Office/Retail.

Single-Family Detached (SFD) Land Use

This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

Office/Retail Land Use

Retail land uses are intended to provide for a variety of retail, trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

The proposed uses are supported by the Comprehensive Plan.

Municipal Code Citation:

Sec. 38-18 – Preliminary plat.

Sec. 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 this Subdivision Ordinance.

Sec. 38-16.6. Criteria for preliminary plat approval.

The following criteria shall be used to determine whether the preliminary plat application shall be approved, approved with conditions, or denied:

(a) *Approval criteria.*

- (1) The preliminary plat is consistent with all zoning requirements for the property, including any applicable planned unit development (PUD) zoning standards;
- (2) The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and right-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the city's adopted master plans for those facilities;
- (3) The preliminary plat has been duly reviewed by applicable city staff;
- (4) The preliminary plat conforms to design requirements and construction standards as set forth in the Engineering Standards Manual and construction details;
- (5) The preliminary plat is consistent with the adopted comprehensive plan; and
- (6) The proposed development represented on the preliminary plat does not endanger public health, safety or welfare.

Sec. 38-18.7. Effect of preliminary plat approval.

(a) *Continuation of the development process.* The approval of a preliminary plat by the city council shall allow the applicant to proceed with the development and platting process by submitting construction plans and a final plat.

(b) *General approval of layout only.* Approval of the preliminary plat shall be deemed general approval of the subdivision's layout only, and shall not constitute approval or acceptance of construction plans or a final plat.

Sec. 38-48.6 Lot orientation restrictions.

(a) *Arterial street.* No single-family, two-family, or townhome lot(s) shall front onto or have a driveway onto any arterial street, as described within the comprehensive plan.

(b) *Local street.* Lots are prohibited from backing to local streets.

History:

1. The property is unplatted.
2. In January 2021, Council approved the rezone of the southern portion of property of approximately 0.81 acres, more or less, to C-1, Restricted Commercial District, while the northern portion remain R-6, Single-Family Detached Residential District (PC-2066).

Next Steps:

If Council approves this preliminary plat, the applicant can begin construction of required public improvement for the development. Applicant must pull all necessary permits through Engineering and Construction Services and any required through the State.

The final plat can be applied for after all requirements for preliminary plat have been satisfied and approved by City staff. A pre-application meeting is required before submittal.

Preliminary Plat Expiration:

Sec. 38-18.8. Preliminary plat expiration.

(a) *Two-year validity.*

(1) The approval of a preliminary plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval for construction plans and a final plat for the land area shown on the preliminary plat.

(2) If construction plans and a final plat application have not been approved within the two-year period, the preliminary plat shall expire.

(b) *Phased developments—Partial construction plans and final plat.* If construction plans and a final plat for only a portion of the land area shown on the preliminary plat are approved by the end of the two-year period, then the preliminary plat for the remainder of the land not included on the construction plans or final plat shall expire on such date.

(c) *Relationship to construction plans.* A preliminary plat shall remain valid for two (2) years or the period of time in which approved construction plans are valid, whichever is greater.

(d) *Action on final plat.* Should a final plat application be submitted within the two-year period, but not be acted upon by the city council within the two-year period, the preliminary plat shall expire unless an extension is granted as provided in section 38-18.9., Preliminary plat extension.

(e) *Void if not extended.* If the preliminary plat is not extended as provided in section 38-18.9., Preliminary plat extension, it shall expire and shall become null and void.

** If approved, Eagle Landing Preliminary Plat expires December 12, 2025 if the required criteria is not met or an extension has not been granted.*

Staff Comments-

Engineering Staff Code Citations and Comments:

Note: This application is for the preliminary plat of the Eagle Landing Addition located at 10601 S.E. 15th Street.

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.

Water Supply and Distribution

There are public water mains bordering the proposed parcel, a six (6) inch line running along the north side of Lou Anna Place and a six (6) inch line running along the west side of Lynn Fry Boulevard.

The applicant is proposing public water main extensions throughout the development serving all of the proposed lots. The proposed lines will connect to Lynn Fry Boulevard in the southeast and will extend to the north side of the property connecting to Lou Anna Place. The lines will be within dedicated right of way reflected on the final plat.

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

There are public sewer mains servicing the proposed parcel, an eight (8) inch line running along the south side of the property.

The applicant is proposing public sewer main extensions throughout the development serving all of the proposed lots. The proposed lines will extend to the south side of the property connecting to the existing eight (8) inch public sanitary sewer. The lines will be within dedicated utility easements and right of way reflected on the final plat.

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

Streets and Sidewalks

Access to the parcel is from Lynn Fry Boulevard and Lou Anna Place.

All of the lots located in the proposed development will front onto new public roads the applicant proposes to construct within the development providing access to every proposed lot. A limits of no access will deny access onto Lynn Fry Boulevard from the lots.

There is currently no sidewalk along Lynn Fry Boulevard and Lou Anna Place. Sidewalk will be constructed along the existing frontage. The applicant is also proposing sidewalk throughout the development along all of the proposed frontages.

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

Drainage and Flood Control, Wetlands, and Sediment Control

The parcel currently generally sheet flows from the southeast part of the area of request to the northwest part draining into the gutter of Lynn Fry Boulevard.

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

The applicant has proposed to construct a common detention pond to collect most of the onsite runoff. The proposed roadways and storm inlets will collect the surface runoff and carry it to the detention facility. The detention pond outlet will discharge runoff onto Lynn Fry Boulevard that will convey the water to the City's existing drainage infrastructure located further north from the site. The proposed detention pond will create a net decrease in the flow rate of the water flowing to the City's existing infrastructure.

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.

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.

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Engineering Photos



South along West Boundary



Northwest from the Southeast Corner



North along Lynn Fry Boulevard



West along Lou Anna Place



East along Lou Anna Place



South along Lynn Fry Boulevard

Fire Marshal's Comments:

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- This occupancy must adhere to the requirements of International Fire Code (2018).

Key boxes

- *Section 506.1 Where Required:* Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official. (This applies for gates entries for communities, community / share space buildings, and all commercial properties.)

Fire Apparatus Access Roads

- *Section 503.1.1 Buildings and facilities:* Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

- Sections 503.2.1 Dimensions: Fire Apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- Sections 503.3 Marking: Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING-FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
- Section D 103.4 Dead Ends: Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4

Table D103.4

Requirements for Dead-End Fire Apparatus Access Roads

Length (feet)	Width (feet)	Turnarounds Required
0-150	20	None required
151-500	20	120-foot hammerhead, 60-foot "Y", or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot hammerhead, 60-foot "Y", or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

- D103.6 Signs: Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on both sides of the fire apparatus road as required by Sections D103.6.1 or D103.6.2

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Future development dead ends shall be installed per Midwest City Municipal Code Section 15-22 with a water hammer/surge arrestor installed.
- Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22. Clearance around fire hydrants shall be installed per Midwest City Municipal Code Sections 15-20 and 43-54 (b).
- Need to verify clearance between light pole(s) and fire hydrant, valves, etc.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

Sanitary Sewer

- Sewer main extension plans shall be approved by Oklahoma Department of Environmental Quality prior to Line Maintenance approval of building permit(s).
- Sewer manhole clearance shall meet Midwest City Municipal Code Section 43-106 (b).

Sanitation

- No additional comments with this case.

Stormwater

- State and City stormwater permits to be obtained.

Planning Division:

Staff met with the applicant July 27, 2023 for a Pre-Development meeting.

During Planning & Zoning Division and Engineering & Construction Services' review, the following items were noted:

- Lots are prohibited from backing to local streets.
- The common lot needs a lot number.
- Minimum side setbacks to be shown/noted on preliminary plat.
- Take D/E (drainage easement) off common area or show as private.
- Commercial building setback abutting residential area shall be at least 10'.

The applicant satisfied all the requested revisions but has requested a waiver for the lots backing to Lynn Fry. Staff recommends approval of the waiver request with the recommendations that the final plat denotes vehicular access should not derive from the rear of properties backing onto Lynn Fry Boulevard and include the maintenance plan for the area between rear property fence and the street (e.g., requiring gates for mowing accessibility, or HOA maintained).

Screening is required between the commercial and residential lots.

Park Land Review Committee was held October 17, 2023 and the committee unanimously approved for the applicant to pay a fee-in-lieu of park land. This fee is required to be paid to the City prior to the recording of the Final Plat.

Planning Commission was held November 7, 2023 and the Commission voted unanimous approval of this item.

Action is at the discretion of the Council.

Action Required:

Approve or reject the Preliminary Plat of Eagle Landing subject to the staff comments as found in the December 12, 2023 agenda packet and made a part of PC-2153 file.

Suggested Motion:

“To approve the Preliminary Plat and the requested waiver for Eagle Landing for the property noted herein, subject to Staff Comments found in the December 12, 2023 City Council agenda packet and made a part of the PC-2153 file.”

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

A handwritten signature in black ink, appearing to read "Matt Summers". The signature is written in a cursive style with a large initial "M".

Matt Summers
Director of Planning & Zoning

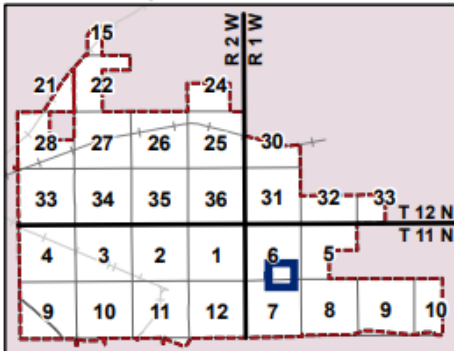
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



Community Development / Information Technology - GIS



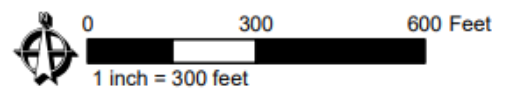
Locator Map



General Map Legend

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

**GENERAL MAP FOR
PC-2153
(SE/4, Sec 6, T11N, R1W)**



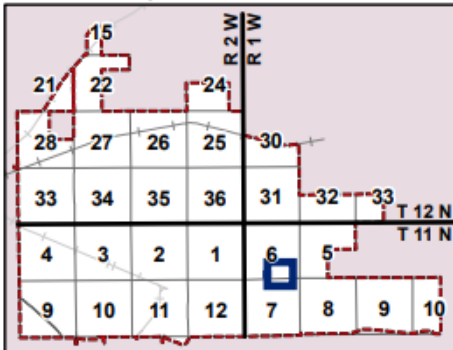
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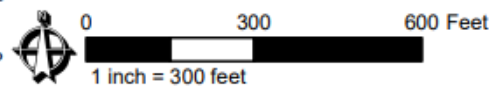
Locator Map



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

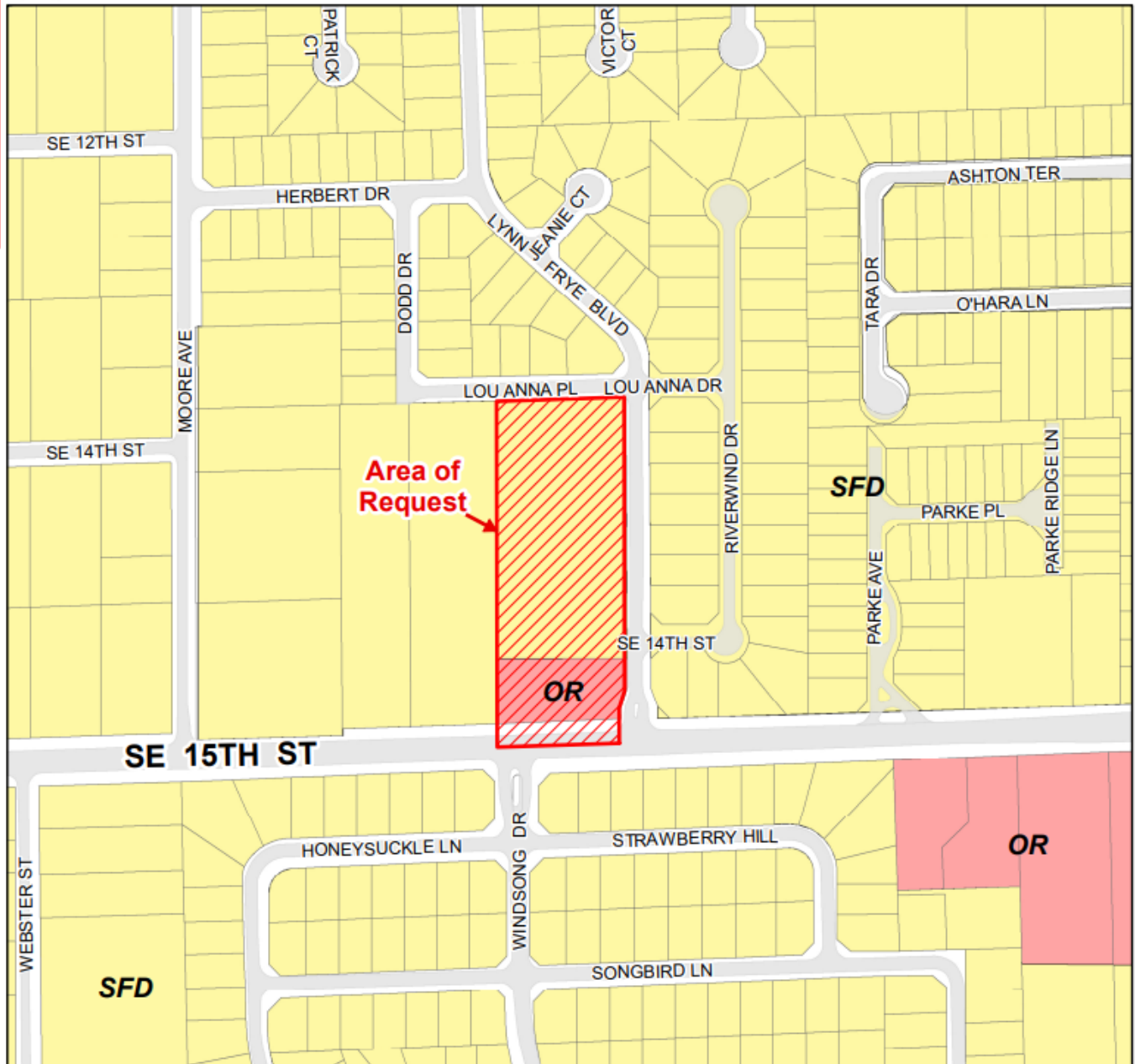
ZONING MAP FOR PC-2153 (SE/4, Sec 6, T11N, R1W)



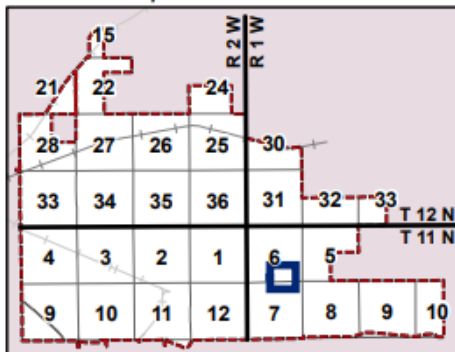
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Locator Map



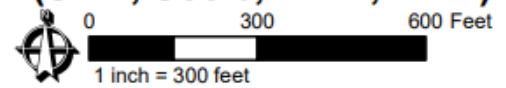
Future Land Use Legend

- 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-2153

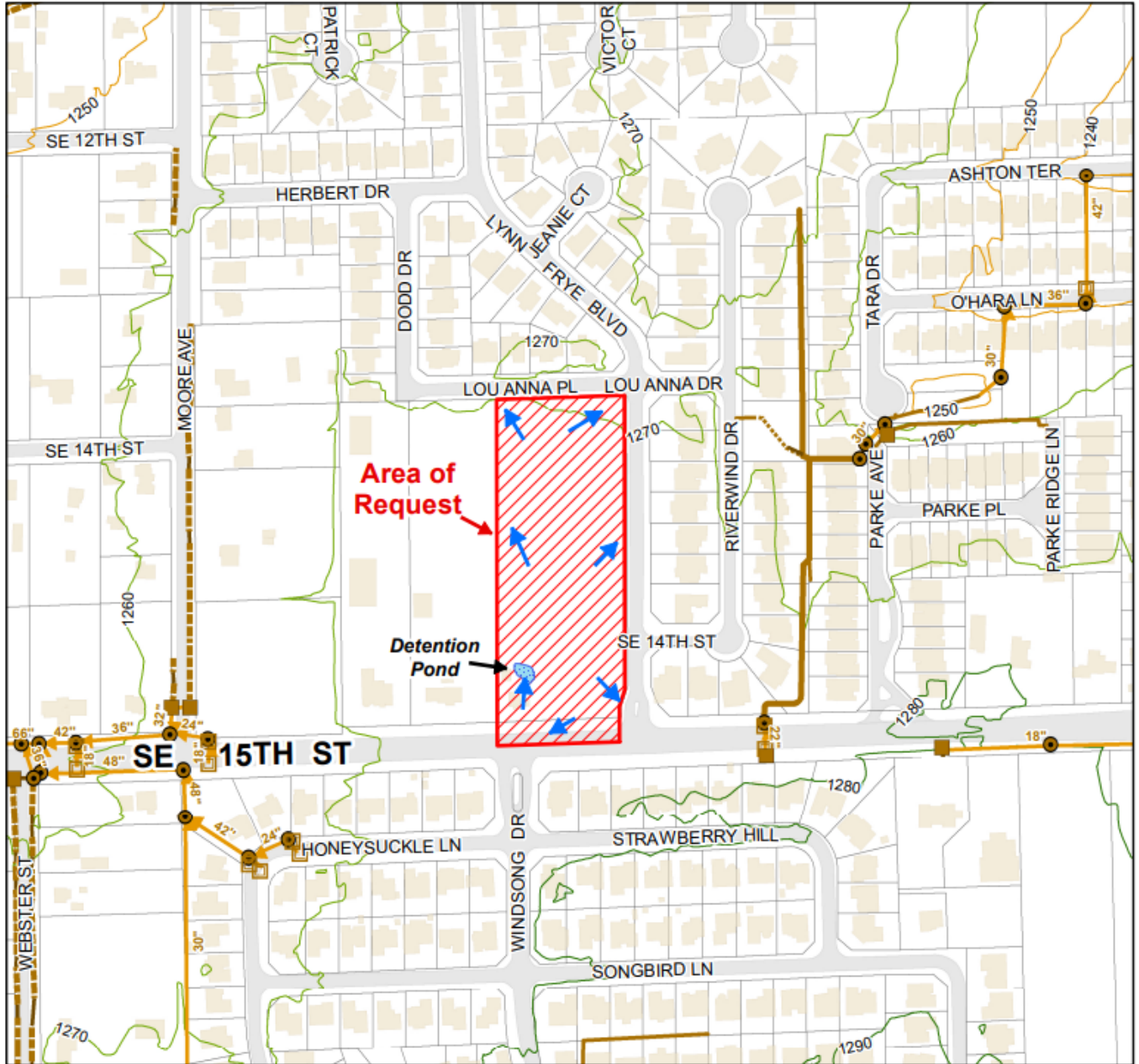
(SE/4, Sec 6, T11N, R1W)



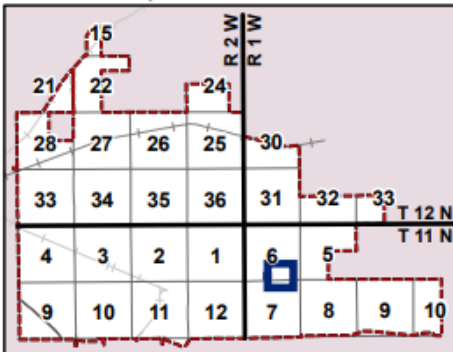
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Community Development / Information Technology - GIS



Locator Map



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

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

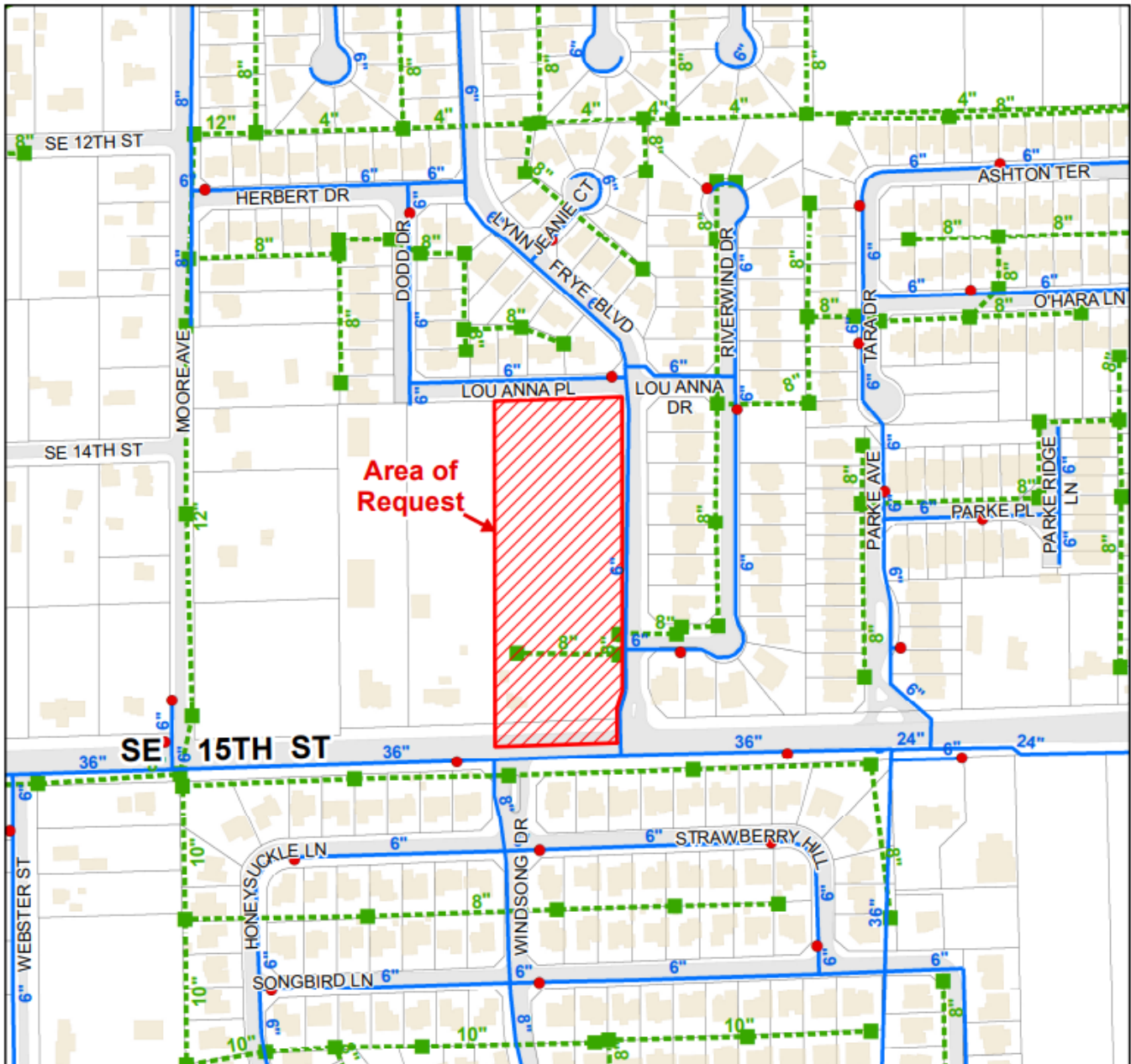
DRAINAGE LOCATION MAP FOR PC-2153 (SE/4, Sec 6, T11N, R1W)

0 300 600 Feet
1 inch = 300 feet

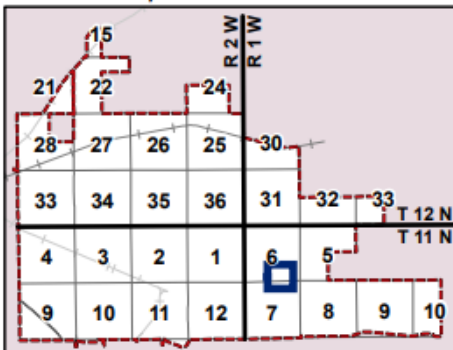
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Community Development / Information Technology - GIS



Locator Map

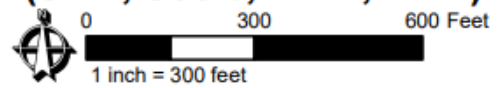


Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2153**

(SE/4, Sec 6, T11N, R1W)



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

PLAT APPLICATION

Property Information

Addition Name: EAGLE LANDING		Address/Location: 10601 SE 15TH ST	
Lot(s):	Block:	Current Zoning: R-6 & C-1	Proposed Zoning: N/A
# of Acres: 4.53	# of Lots: 19	# of Units: 2 Com Lots, 16 Res Lots, 1 Common Area	

Applicant Information

Name: 1400 Post LLC		Company:	
Mailing Address: 10601 SE 15th St			
City: Midwest City, OK 73130		State:	Zip:
Phone: 405-600-4914	Fax:	Email: jcbinvestmentsllc@gmail.com	

Owner Information

Name: 1400 Post LLC		Company:	
Mailing Address: 10601 SE 15th St			
City: Midwest City, OK 73130		State:	Zip:
Phone: 405-600-4914	Fax:	Email: jcbinvestmentsllc@gmail.com	

[Handwritten Signature] _____ *9-27-2023*
Signature of Applicant Date

FOR OFFICE USE ONLY

Type of Plat	Fee	Required Meetings:	Date:
Preliminary Plat 0-10 acres - \$300.00 plus \$2.00 per lot 10-40 acres - \$400.00 plus \$2.00 per lot 40 acres or more - \$500.00 plus \$2.00 per lot		Pre Application Meeting:	7/27/23
		Parkland Review Committee:	
		Planning Commission Meeting:	11/7/23
Final Plat	\$300.00	City Council Meeting:	12/12/23
Minor Plat	\$100.00		
Replat	\$300.00		
Amending Plat	\$150.00	Reviewed by: <i>[Signature]</i>	

LEGAL DESCRIPTION
EAGLE LANDING

A tract of land lying in the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of the SE/4 of said Section 6;

Thence S88°10'20"W along the South line of said SE/4 a distance of 1724.57 feet to the POINT OF BEGINNING;

Thence continuing along said South line, S88°10'20"W a distance of 258.50 feet;

Thence N00°06'23"W a distance of 733.27 feet to a point on the South line of WILLOW RIDGE ESTATES SECTION 2;

Thence N88°00'07"E along said South line a distance of 270.61 feet to a point on the West line of said WILLOW RIDGE ESTATES SECTION 2;

Thence S00°06'02"E along said West line a distance of 624.08 feet;

Thence S18°38'36"W along said West line a distance of 37.34 feet;

Thence S00°06'02"E along said West line a distance of 75.00 feet to the POINT OF BEGINNING.

Containing 197,293 Sq. Ft. or 4.5292 Acres, more or less.

2022022201027414 B: 15068 P: 1575
02/22/2022 02:00:03 PM Pgs: 2
Fee: \$20.00
David B. Hooten, County Clerk
Oklahoma County - State of Oklahoma



**WARRANTY DEED
(Oklahoma Statutory Form)**

KNOW ALL MEN BY THESE PRESENTS:

THAT Les Chateaux LLC party of the first part, in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto 1400 Post, LLC party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

For Tax Map ID(s): 155905100

Part of the West One-Half (W1/2) of the East One-Half (E1/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Six (6), Township Eleven (11) North Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, said part more particularly described as follows: Commencing at the Southeast Corner of said Section Six (6); Thence South 88°14'40" West along the South line of said Section Six (6) a distance of 1724.53 Feet to the intersection point with the West line of Lynn Fry Boulevard and the Point or Place of Beginning; Thence North 00°01'42" West a distance of 75.00 Feet; Thence North 18°42'56" East a distance of 37.34 Feet; Thence North 00°01'42" West a distance of 624.08 Feet to the point of intersection of the West line of Lynn Fry Boulevard and the South line of Lou Anna Place; Thence South 88°04'27" West along said South line of Lou Anna Place a distance of 270.61 Feet to a point on the West line of said West One-Half (W1/2) of the East One-Half (E1/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of said Section Six (6); Thence South 00°02'03" East along said West line of said West One-Half a distance of 723.27 Feet to a point on the South line of said Section Six (6); Thence North 88°14'40" East along said South line a distance of 258.51 Feet to the Point or Place of Beginning.

DOCUMENTARY STAMPS NOT REQUIRED SECTION 3202-NO. 6

Subject to easements, rights of way and restrictive covenants of record. Less and except all oil, gas and other minerals previously reserved or conveyed of record.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, its successors, heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed and delivered February 17, 2022

LES CHATEAUX LLC

By Joel Bryant as Managing Member of No
Bounds Development LLC
Managing Member of Les Chateaux LLC

**EXEMPTION: DOCUMENTARY STAMP
TAX O.S. TITLE 68, ARTICLE 32
SECTION 3202 PAR 4**

The State of OKLAHOMA
County of OKLAHOMA

LLC ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17 day of February, 2022, personally appeared Joel Bryant as Managing Member of No Bounds Development LLC Managing Member of Les Chateaux LLC and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

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



CA

Notary Public in and for the State of OKLAHOMA
Notary's Printed Name: C Albertson
Notary's Commission Expires: June 25, 2025

2022022201027414 B: 15068 P: 1576 02/22/2022 02:00 PM Page 2 of 2

WARRANTY DEED
(Oklahoma Statutory Form)
(continued)

Mail Deed and Tax Statements To:
1400 Post, LLC
10601 SE 15th St
Midwest City, OK 73130

Presented for filing by and return to:
Chicago Title Oklahoma Co.
3401 NW 63rd, Suite 300
Oklahoma City, OK 73116
File No.: 710402200042
Title Insurance Commitment, if any, issued by:
Chicago Title Insurance Corp.

UNOFFICIAL



September 27, 2023

Midwest City Planning Commission
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

RE: Request for Subdivision Waiver of Section 38-48.6(b) Lot Orientation Restrictions for the Eagle Landing preliminary plat, PC-2153

To the Members of the Midwest City Planning Commission,

Grubbs Consulting LLC is the civil engineering firm responsible for the preparation and submittal of the preliminary plat of Eagle Landing, a proposed single family residential subdivision located at the northwest corner of SE 15th Street and Lynn Fry Boulevard. In the course of designing the subdivision, it was determined that a layout similar to the subdivisions surrounding the property would be acceptable to the neighborhood and the City. It was also realized that in order to provide a development that was similar in lot size and density to the surrounding properties, the layout would need to include the construction of a public street and lots that back onto a local street, Lynn Fry Boulevard.

Staff review of the project revealed that Section 38-48.6(b) of the Subdivision Regulations prohibits lots from backing onto local streets. Therefore, on behalf of the developer of the project, we are hereby requesting a subdivision waiver of Section 38-48.6(b) so that the subject property can be developed in a manner that is consistent and compatible with the surrounding subdivisions.

Respectfully,

Mark C. Grubbs, P.E.
Grubbs Consulting, LLC

cc: 1400 Post LLC



September 27, 2023

Park Land Review Committee
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

RE: Request for Fee In Lieu of Parkland for a proposed new residential subdivision at 10601 SE 15th Street

To Whom It May Concern,

We are the civil engineering firm responsible for the preparation of the preliminary plat of Eagle Landing, a proposed commercial and single-family residential subdivision located at 10601 SE 15th Street. The subdivision contains 4.53 acres and will consist of 2 commercial lots, 16 residential lots and 1 common area lot. Parkland requirement for a development of this size is .082 acres or 3,570 SF. This is a relatively small size in nature for a usable park. Furthermore, fee in lieu of parkland would allow for the fees to be applied to the regional parks within Midwest City.

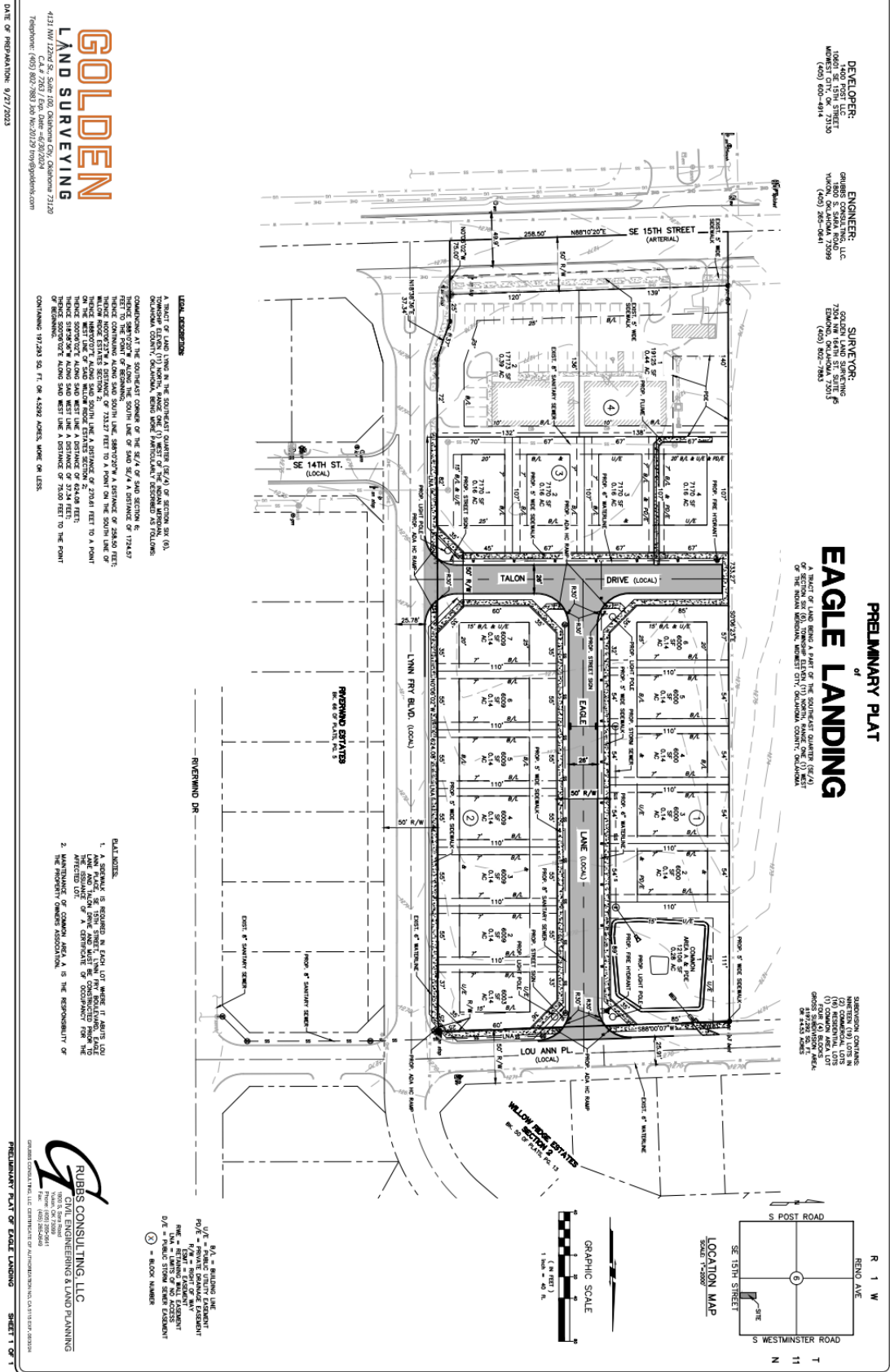
For this reason, and on behalf of the developer of Eagle Landing, it is hereby requested that payment of a fee in lieu of providing parkland be allowed.

Feel free to contact me at 405-265-0641 or at mark.grubbs@gc-okc.com with any questions or comments.

Respectfully,

Mark C. Grubbs, P.E.
Grubbs Consulting, LLC

cc: 1400 Post LLC



To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: December 12, 2023

Subject: (PC-2154) Public hearing, discussion, consideration, and possible action for a Resolution amending the Comprehensive Plan from Office/ Retail Land Use to Commercial Land Use and; an Ordinance to Redistrict from C-3, Community Commercial District to C-4, General Commercial District for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 422 N. Air Depot Blvd., Midwest City, OK.

Executive Summary: The applicant, Scottie Bryan with Pinnacle Development, is requesting to amend the Comprehensive Plan for the subject property to Commercial Future Land Use and to rezone the subject property to General Commercial District (“C-4”).

The current tenant, Midwest Pit Stop, applied for a Change of Owner Certificate of Occupancy January of 2023 and was contacted by Engineering and Construction Services in April of 2023 for status of operation as inspections had not been called in at this point.

Occupancy inspections were scheduled for July of 2023 and failed by the following departments: Engineering & Construction Services, Fire, Planning & Zoning, and Utilities (reference permit B-23-0071). The tenant has yet to bring the failed items into compliance.

A cease operations placard was placed on property August 1, 2023.

Mr. Bryan is the owner of the property and is trying to get the subject property into zoning compliance by making this application for a zoning map amendment. The applicant feels this would make the property more marketable for reputable commercial automotive shops that could lease in the future.

The applicant’s intended use of the subject property encompasses three (3) different Zoning Use Unit Classifications: 4.4.10. *Automotive Equipment: Light*; 4.4.11. *Automotive and Equipment: Heavy* and; 4.4.12. *Automotive Sales and Rentals: Light*. The only uses permitted by right under the current C-3 zone are those within 4.4.10. Rezoning to C-4, General Commercial District would allow the uses within 4.4.12., while 4.4.11 would require a Special Use Permit as well as the approval of C-4 zoning.

The current tenant, Midwest Pit Stop, was renting out U-Haul trailers and vehicles on-site, which is not permitted within C-3, Community Commercial District Zoning.



The U-Haul Area Field Manager emailed Ms. Richey a notarized letter stating “Midwest Pitstop at 422 N. Air Depot in Midwest City, cannot currently rent any equipment. U-Haul has closed this location until we are given notice of the proper zoning.”

Both state and local public notice requirements were fulfilled and staff received two surrounding property owners’ opposition to the proposal at the time of this report. The main concerns echoed by both in opposition is the potential businesses that could occupy the premises in the future (all uses permitted in C-4).

The applicant was present at Planning Commission and addressed the Commission. Mr. Bryan stated Pinnacle Development’s leases restrict any tenant from using the property as a grow or dispensary.

Ms. Blalock owns adjacent property and addressed the Commission with concerns of increased noise and stated they have had to call Midwest City police a couple times due to noise nuisance. Ms. Blalock believes allowing the more intense rezone would negatively impact the work environment and result in losing more business.

Planning Commission unanimously recommended denial of this item.

Staff recommends denial of this application due to its incompatibility with surrounding properties, the Comprehensive Plan, and the Air Depot Corridor Plan.

Action is at the discretion of the Council.

Dates of Hearings:

Planning Commission- November 7, 2023

City Council- December 12, 2023

Date of Pre-Development Meeting:

August 8, 2023

Council Ward: Ward 4, Sean Reed

Proposed Use: Midwest Pit Stop (automotive shop)

Size: The subject property has a frontage of 165 feet along Air Depot Blvd., and a depth of 435 feet, and contains an area of 71,775 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Office/Retail Land Use

North- Public/Semi-Public Land Use

South- Office/Retail Land Use

East- Public/Semi-Public Land Use

West- High Density Residential Land Use

Zoning Districts:

Area of Request- Community Commercial District (“C-3”)

North- Community Commercial District (“C-3”)

South- Community Commercial District (“C-3”)

East- Single-Family Detached Residential District (“R-6”) w/ Special Use Permit (“SUP”)

West- High-Density Residential District (“R-HD”)

Land Use:

Area of Request- Midwest Pit Stop
North- Vacant
South- Multi-tenant
East- Vacant
West- Rolling Oaks Apartment

Comprehensive Plan Citation:

The future land use for the subject lot is Office/Retail Land use. Though the Comprehensive Plan states there are some “in-between uses” in regard to Retail and Commercial Uses, some of the proposed business operations (such as auto body repair and outside storage), are generally not permitted in Retail Districts, therefore, a Resolution to the Comprehensive Plan must be made if the zoning map amendment is to be approved.

The Comprehensive Plan calls for the subject property, and the lots to the south and southwest of the site, to be used for Office/Retail for good reason. Sound planning principals rely upon examining the context in which a property is situated, examining how compatible different land might be if they existed side-by-side, and looking broadly at the future potential of certain areas/corridors as a whole. The adjoining properties to the east of the subject property are single-family residential homes, while those to the north and south are a combination of churches and offices. Office/Retail uses, as described by the Comprehensive Plan, can typically coexists alongside more sensitive land uses (such as residential). Office/Retail creates fewer nuisance issues (light flashes, odors, sounds, traffic congestion, etc.) than Commercial uses. The evidence of this can be seen through the opposition brought forward by some of the neighboring property owners. Approval of this zoning map amendment would likely exacerbate the issues already being experienced by adjoining property owners as it would allow, by right, a greater number of uses on the subject property that are incompatible with the surrounding existing uses.

Additionally, the “Land Use Policies” in Chapter 4 of the Comprehensive Plan¹ state under number 8, “uses in the mid-block areas between arterial roadways should be limited to residential, light retail (e.g. flower shop), or office uses.” One of the aims of the Comprehensive Plan is to guide some of the more intensive uses towards the intersections of arterial roads, because these areas are both less suited for stand-alone residential development and best suited to handle the traffic, noise, odors, etc. generated by more intensive commercial uses. The subject property, is approximately 2,000 feet from the nearest arterial road intersection making it a prime example of the type of mid-block site the Comprehensive Plan is encouraging to be used for residential, light retail, or office uses.

Commercial Land Use

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

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

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

Office/Retail Land Use

Retail land uses are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Earlier this year, City Council adopted the Air Depot Corridor Plan, and the subject property was included in the scope of the study. Some of the identified recommendations include improvements that would apply to this site. MS5 (Page 44) calls for “alternative signage (ex. Monument signs) along the Corridor to increase visibility...” The subject property has two aging and dilapidated signs that should be replaced with a monument style sign. The Plan also calls for street trees between the sidewalk and roadway on Air Depot Blvd. Overall, there are many planned improvements to the corridor involving both public and private investment to revitalize the corridor. The aim of the plan is to revitalize the corridor into a more walkable, bikeable, landscaped corridor that can support a variety of residential, office, and retail uses. Many of the proposed uses of the subject property in this application are incompatible with the broader aims of the Air Depot Corridor Plan, and rezoning the subject property to C-4 would make it less likely that future uses would be compatible with the Corridor Plan as well.

Municipal Code Citation:

2.21. – C-4, General Commercial District

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

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

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

4.4.10. *Automotive Equipment: Light.* Establishments or places of business engaged in the washing, polishing and light repairing of automobiles; and the sale, installation and servicing of automobile equipment and parts, automobile sales, body repairs and painting, and engine rebuilding.

Typical uses include automated car washes; utilities for manual washing, and light repairing of automobiles such as muffler shops, transmission repair, tune-up shops, auto glass shops, tire stores, brake repair shops, or engine repair shops.

4.4.11. *Automotive and Equipment: Heavy.* Repair of motor vehicles such as aircraft, boats, recreational vehicles and trucks, as well as the sale, installation and servicing of automotive equipment and parts together with body repairs, painting and steam cleaning.

Typical uses include engine replacement or rebuilding operations, truck transmission shops, body shops or motor freight maintenance facilities, and wrecking services, which include temporary storage of damaged vehicles.

4.4.12. *Automotive Sales and Rentals: Light.* Sale or rental from the premises of automobiles and light panel trucks, boats, trailers, or delivery vehicles, together or independently together, with incidental maintenance, including paint and body repair facilities which are a part of the agency.

Typical uses are a new and used automobile dealership with showroom, sales lot, and service facility.

History:

1. This property was designated as C-3, Community Commercial District at the time of adoption of the 1985 Zoning Map.
2. A request to rezone this parcel to C-4, General Commercial District was denied by the City Council January 12, 2021 (PC-2062).
3. A request to rezone this parcel to SPUD, Simplified Planned Unit Development governed by C-4, General Commercial District was denied by the City Council March 23, 2021 (PC-2074).

Next Steps:

- If Council approves this rezone, PC-2155 will be heard subsequently for a Special Use Permit for the location to conduct the uses permitted within the Zoning Use Unit Classification 4.4.11. *Automotive and Equipment: Heavy.*
- Regardless of approval or denial of this rezone, applicant still needs to obtain their Certificate of Occupancy for the allowed uses in its current governing zoning.

Staff Comments-

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

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a twelve (12) inch line running along the east side of Air Depot Boulevard. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcel, an eight (8) inch line running along the east side of Air Depot Boulevard. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from North Air Depot Boulevard using an existing drive. North Air Depot Boulevard is classified as a secondary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

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

Fire Marshal's Comments:

Property owner is requesting rezoning for a commercial occupancy (Automotive Repair Facility) located at 422. N. Air Depot Blvd.

- This occupancy must adhere to the requirements of International Fire Code (2018).
- This property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Occupancy Classification: F-1

- Factory Industrial F-1 Moderate Hazard Occupancy: Factory industrial uses that are not classified as Factory Industrial F-2 Low Hazard shall be classified as F-1 Moderate Hazard and shall include, but not be limited to, the following: ... Automobiles and other motor vehicles... Engines (including rebuilding)...

Occupancy Classification: S-2

- Low-hazard Storage, Group S-2: Storage Group S-2 occupancies include, among others, buildings used for the storage of noncombustible materials... and shall include, but not be limited to, the following: ... Parking Garages Open or Closed.... Etc.

Automatic Sprinkler System Requirements:

- Section 903.2.4 Group F-1: An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:
 - 1.) A Group F-1 fire area exceeds 12,000 square feet.
 - 2.) A Group F-1 fire area is located more than three stories above grade plane.
 - 3.) The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 2,500 square feet...
- Section 903.2.4 Group S-2: An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages where either of the following conditions exist:
 - 4.) A Group S-2 fire area of the enclosed parking garage exceeds 12,000 square feet.
 - 5.) Where the enclosed parking garage is located beneath other groups.

Fire Alarm Detection System Requirements:

- Section 907.2.4 Group F: A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group f occupancies where both of the following conditions exist:
 - 1.) The Group F occupancy is two or more stories in height.

2.) The Group F occupancy has a combined occupant load of 500 or more above or below the lowest level of exit discharge.

Exceptions: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

- *Group S-2* – Not required.

Fire Apparatus Access Roads

- Section 503.1.1 Buildings and facilities: Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. - Sections 503.2.1 Dimensions: Fire Apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- Section 503.3 Marking: Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING-FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
- D103.6 Signs: Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on both sides of the fire apparatus road as required by Sections D103.6.1 or D103.6.2
- Section 506.1 Where Required: Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official.

Public Works' Comments:

Line Maintenance

Water

- Water meter(s) shall be installed in “green belt” per Midwest City Municipal Code Section 43-54.

Sanitary Sewer

- Sewer waste from food service, vehicle maintenance shop, car wash, etc. shall conform with Midwest City Municipal Code Section 43-6. The installation of an interceptor, separator, and/or grit chamber may be required.

Sanitation

- No additional comments with this case.

Stormwater

- No additional comments with this case.

Planning Division:

Staff met with the applicant August 8, 2023 for a pre-development meeting.

The subject property has changed ownership, and new owner is trying to ensure City compliance with his current operating tenant. Rather than changing tenants or uses of the site, the owner is seeking a zoning map amendment to change the zoning district to one that allows the uses desired by their tenant.

If rezone is approved, all uses within General Commercial District (“C-4”) would be permitted by right (listed below). Starred uses indicate those which are also permitted in existing zoning of Community Commercial District (“C-3”):

- 4.2.9. Home Occupation*
- 4.3.1. Public Service or Utility: Light*
- 4.3.2. Public Service or Utility: Moderate*
- 4.3.6. Low Impact Institutional: Neighborhood Related*
- 4.3.7. Moderate Impact Institutional (Special Use Permit required)*
- 4.3.8. High Impact Institutional (Special Use Permit required)*
- 4.3.9. Cultural Exhibits*
- 4.3.10. Library Services and Community Centers*
- 4.3.11. Community Recreation: Restricted*
- 4.3.12. Community Recreation: General*
- 4.3.13. Community Recreation: Property Owners’ Association*
- 4.3.15. Community-Based Care Facility (Special Use Permit Required)*
- 4.3.16. Wind Energy Conversion Systems (Special Use Permit Required)*
- 4.4.1. Administrative and Professional Office*
- 4.4.3. Agricultural Supplies and Services (*C-3 a Special Use Permit Required)
- 4.4.4. Alcoholic Beverage Retail Sales*
- 4.4.5. Animal Sales and Services: Auctioning (Special Use Permit Required)
- 4.4.6. Animals: Grooming and Sales*
- 4.4.7. Animal Sales and Services: Horse Stables (Special Use Permit Required)
- 4.4.8. Animal Sales and Services: Kennels and Veterinary, Restricted*
- 4.4.9. Animal Sales and Services: Kennels and Veterinary, General (Special Use Permit Required)
- 4.4.10. Automotive Equipment: Light*
- 4.4.11. Automotive Equipment: Heavy (Special Use Permit Required)
- 4.4.12. Automotive Sales and Rentals: Light (*C-3 a Special Use Permit Required)
- 4.4.13. Automotive Sales and Rentals: Heavy (Special Use Permit Required)
- 4.4.14. Automotive and Equipment: Storage
- 4.4.15. Building Maintenance Services*
- 4.4.16. Business Support Services*
- 4.4.17. Child Care Center and Adult Day Care Center*
- 4.4.18. Communication Services: Limited*
- 4.4.19. Communication Services: Towers/Antennas (*C-3 a Special Use Permit Required)
- 4.4.20. Construction Sales and Services*
- 4.4.21. Conveniences Sales and Personal Services*

- 4.4.22. Drinking Establishments: Sit-Down, Alcoholic Beverages* (Special Use Permit Required)
- 4.4.23. Eating Establishment: Drive-In*
- 4.4.24. Eating Establishments: Fast Foods*
- 4.4.26. Eating Establishments: Sit-Down, Alcoholic Beverages not Permitted*
- 4.4.28. Eating Establishments: Sit-Down, Alcoholic Beverages Permitted (*C-3 a Special Use Permit Required)
- 4.4.29. Food and Beverage Retail Sales*
- 4.4.30. Food Truck Court* (Special Use Permit Required)
- 4.4.33. Funeral and Interment Services: Cremating
- 4.4.34. Funeral and Interment Services: Undertaking*
- 4.4.35. Gasoline Sales: Restricted*
- 4.4.36. Gasoline Sales: General
- 4.4.37. Health Clubs*
- 4.4.38. Laundry Services*
- 4.4.39. Manufactured Housing and Travel Trailers: Sales and Rentals
- 4.4.40. Medical Services: Restricted*
- 4.4.41. Medical Services: General*
- 4.4.42. Participant Recreation and Entertainment: Indoor Permitted*
- 4.4.43. Participant Recreation and Entertainment: Indoor, Alcoholic Beverages and Low-Point Beer Permitted (*C-3 a Special Use Permit Required)
- 4.4.44. Participant Recreation and Entertainment: Outdoor (*C-3 a Special Use Permit Required)
- 4.4.45. Personal Services: Restricted*
- 4.4.46. Personal Services: General*
- 4.4.47. Personal Storage*
- 4.4.48. Repair Services: Consumer*
- 4.4.49. Research Services*
- 4.4.50. Retail Sales and Services: General*
- 4.4.51. Retail Sales and Services: Outdoor Swap Meets (Special Use Permit Required)
- 4.4.53. Spectator Sports and Entertainment: Restricted*
- 4.4.54. Spectator Sports and Entertainment: General (*C-3 a Special Use Permit Required)
- 4.4.55. Spectator Sports and Entertainment: High Impact (Special Use Permit Required)
- 4.4.56. Tourist Accommodations: Campground
- 4.4.57. Tourist Accommodations: Lodging*
- 4.4.58. Off-Street Parking: Accessory Parking*
- 4.4.59. Off-Street Parking: Commercial Parking*
- 4.4.60. Off-Street Parking: Personal Vehicle Storage
- 4.5.1. Custom Manufacturing (*C-3 a Special Use Permit Required)
- 4.5.2. Light Industrial: Restricted (*C-3 a Special Use Permit Required)
- 4.5.8. Wholesaling, Storage and Distribution: Restricted*
- 4.5.10. Commercial Medical Marijuana Grower
- 4.7.6. Horticulture*

Based upon the findings that the application is not supported by the Comprehensive Plan or by the Air Depot Corridor Plan, and a lack of justification for why these plans should not be relied upon for guidance in this case, staff recommends denial of this application.

Action is at the discretion of the Council.

Action Required:

Approve or reject to amend the Comprehensive Plan from Office/Retail to Commercial; and the ordinance to redistrict from Community Commercial District (“C-3”) to General Commercial District (“C-4”) for the property noted herein, subject to staff comments as found in the December 12, 2023 agenda packet and made part of PC-2154 file.

Suggested Motion:

“To deny the resolution to amend the Comprehensive Plan to Commercial land use and an ordinance redistricting 422 N. Air Depot Boulevard to General Commercial zoning district subject to Staff Comments found in the December 12, 2023 Council agenda packet and made part of the PC-2154 file.

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

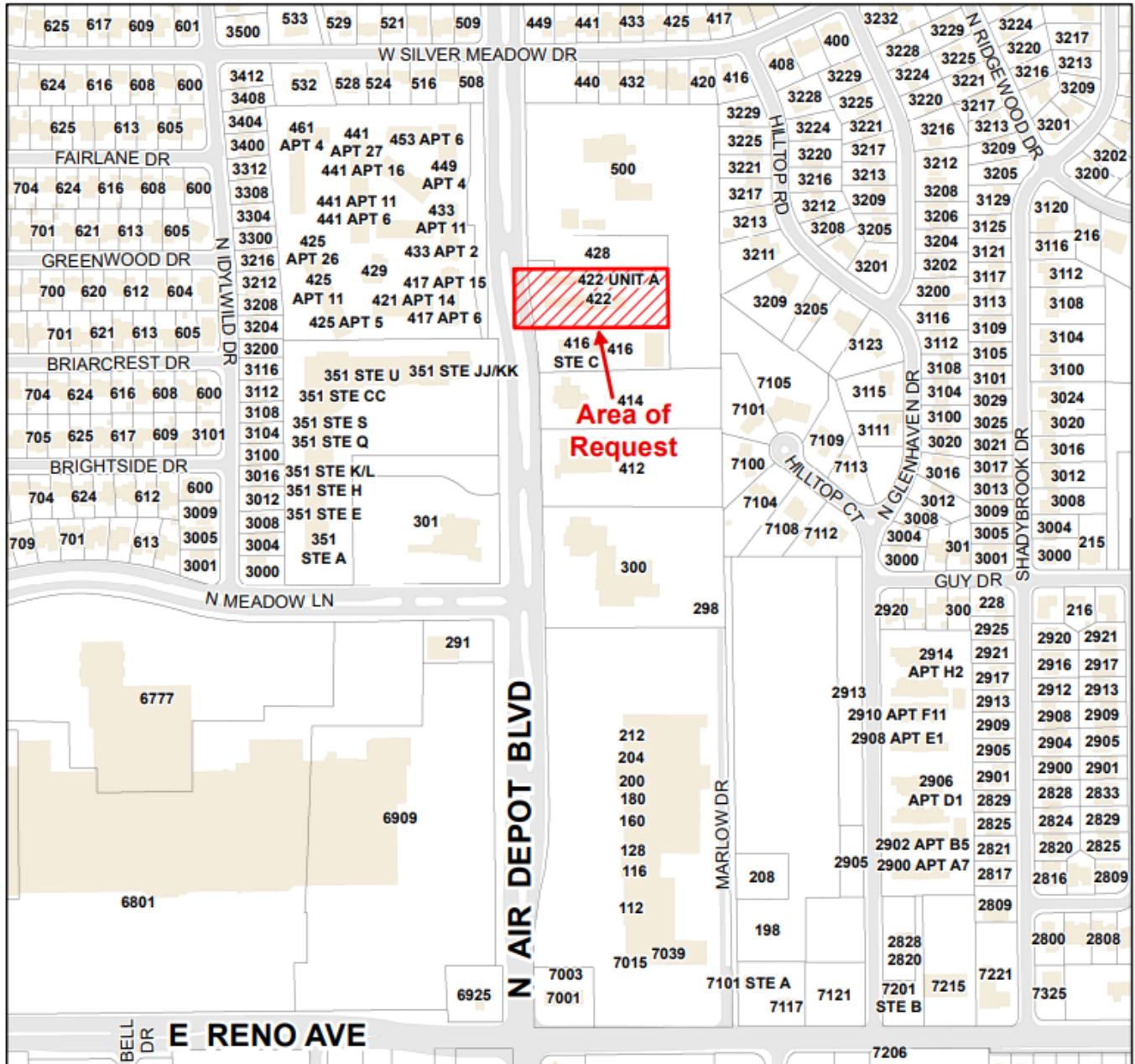


Matt Summers
Director of Planning & Zoning

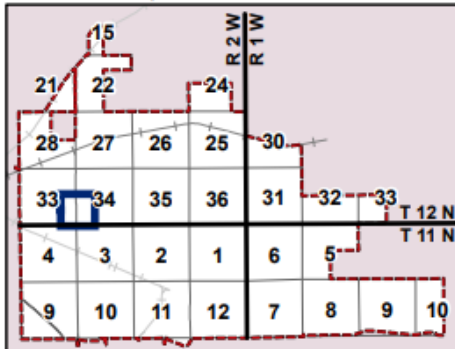
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




Community Development / Information Technology - GIS



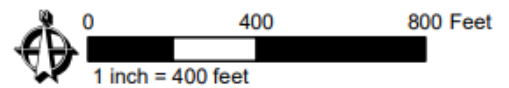
Locator Map



General Map Legend

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

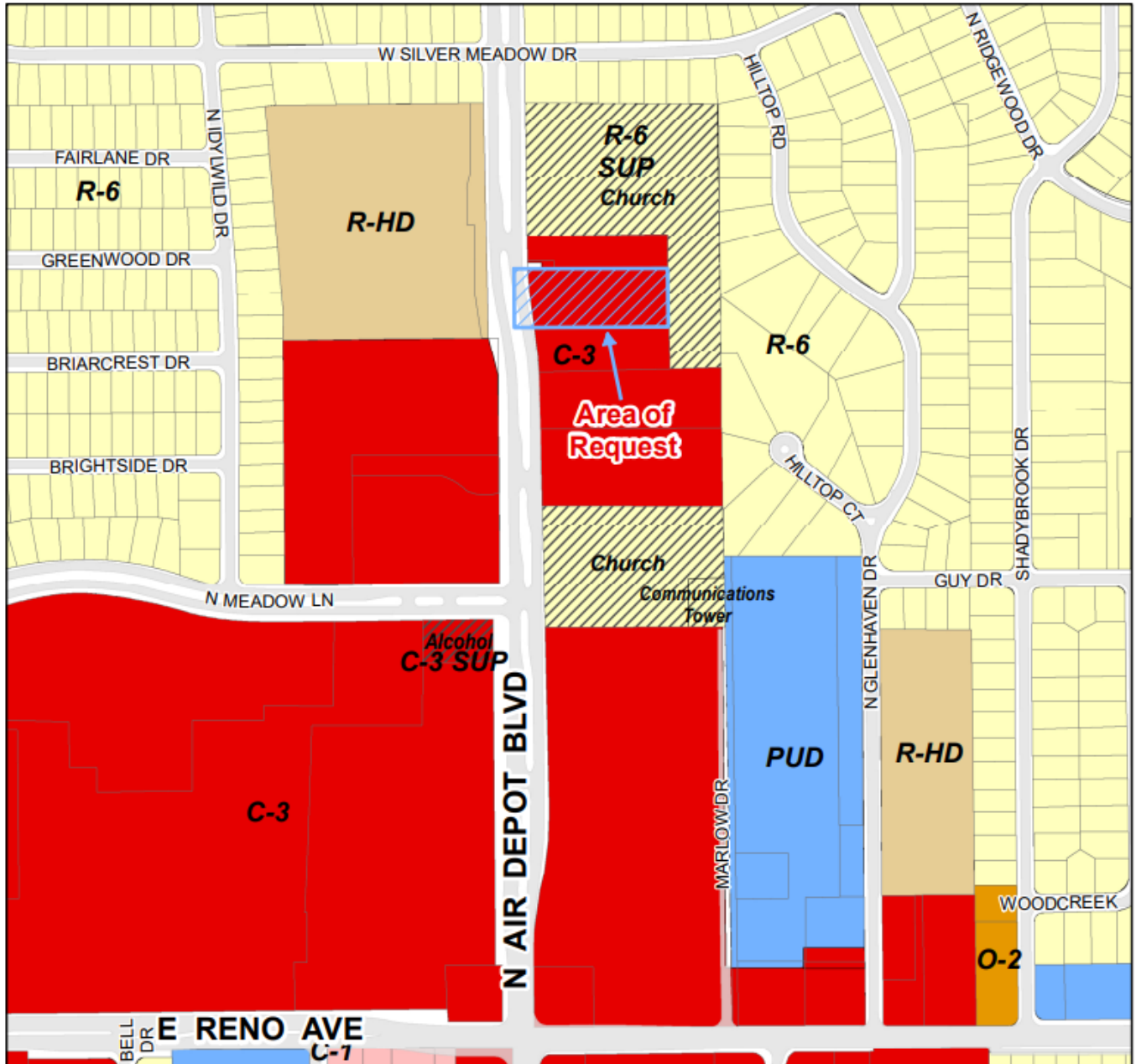
**GENERAL MAP FOR
PC-2154 & PC-2155
(SW/4, Sec 34, T12N, R2W)**



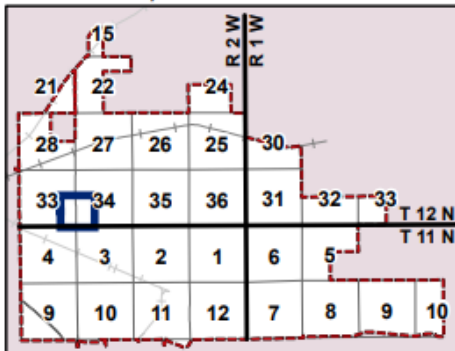
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Community Development / Information Technology - GIS



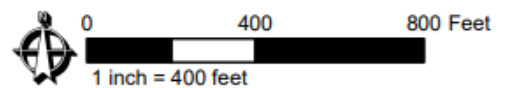
Locator Map



Current Zoning Legend

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

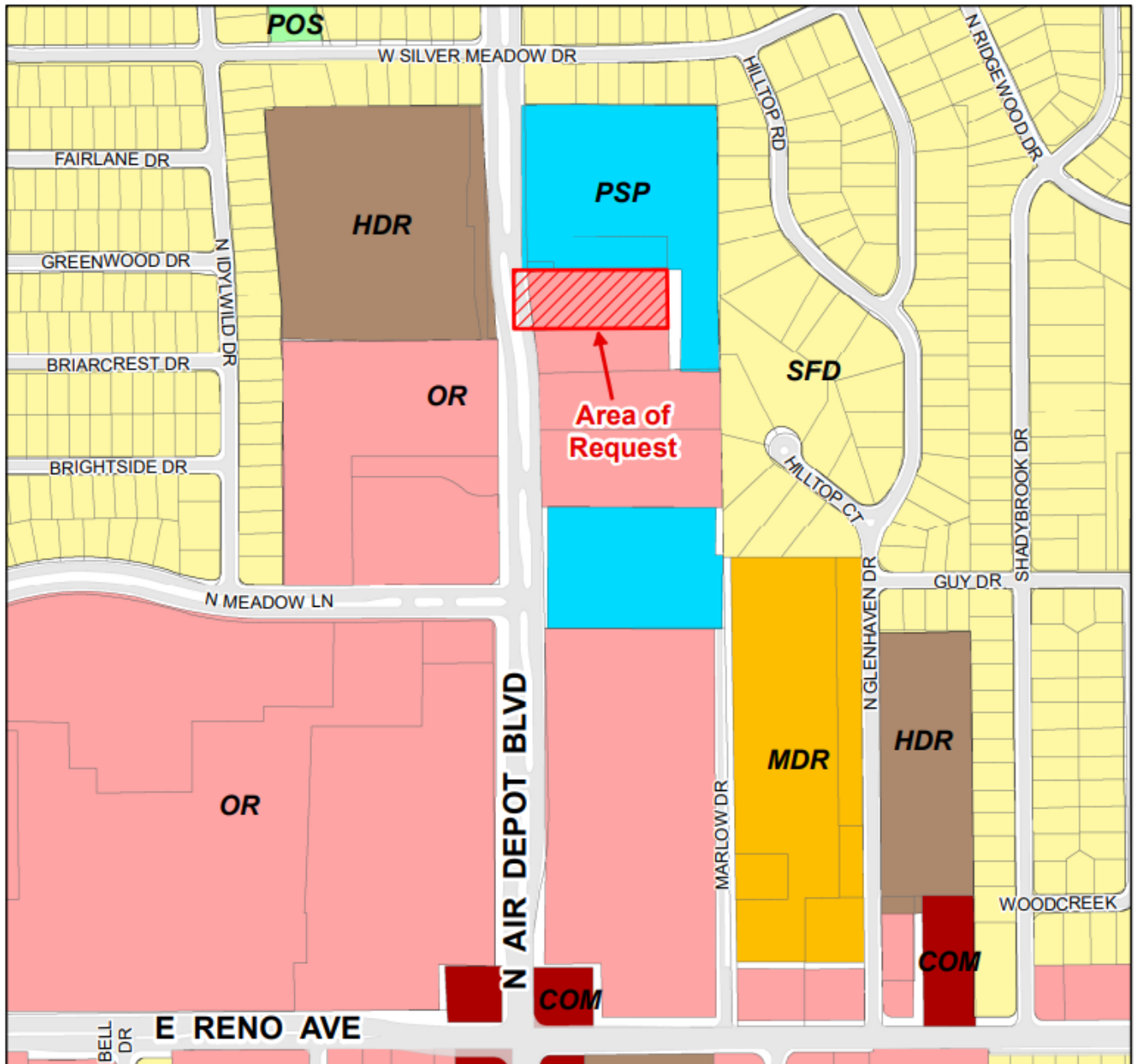
**ZONING MAP FOR
PC-2154 & PC-2155
(SW/4, Sec 34, T12N, R2W)**



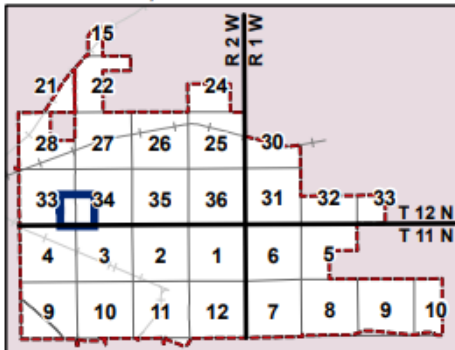
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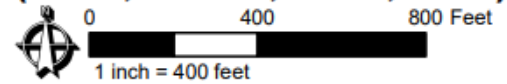
Locator Map



Future Land Use Legend

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

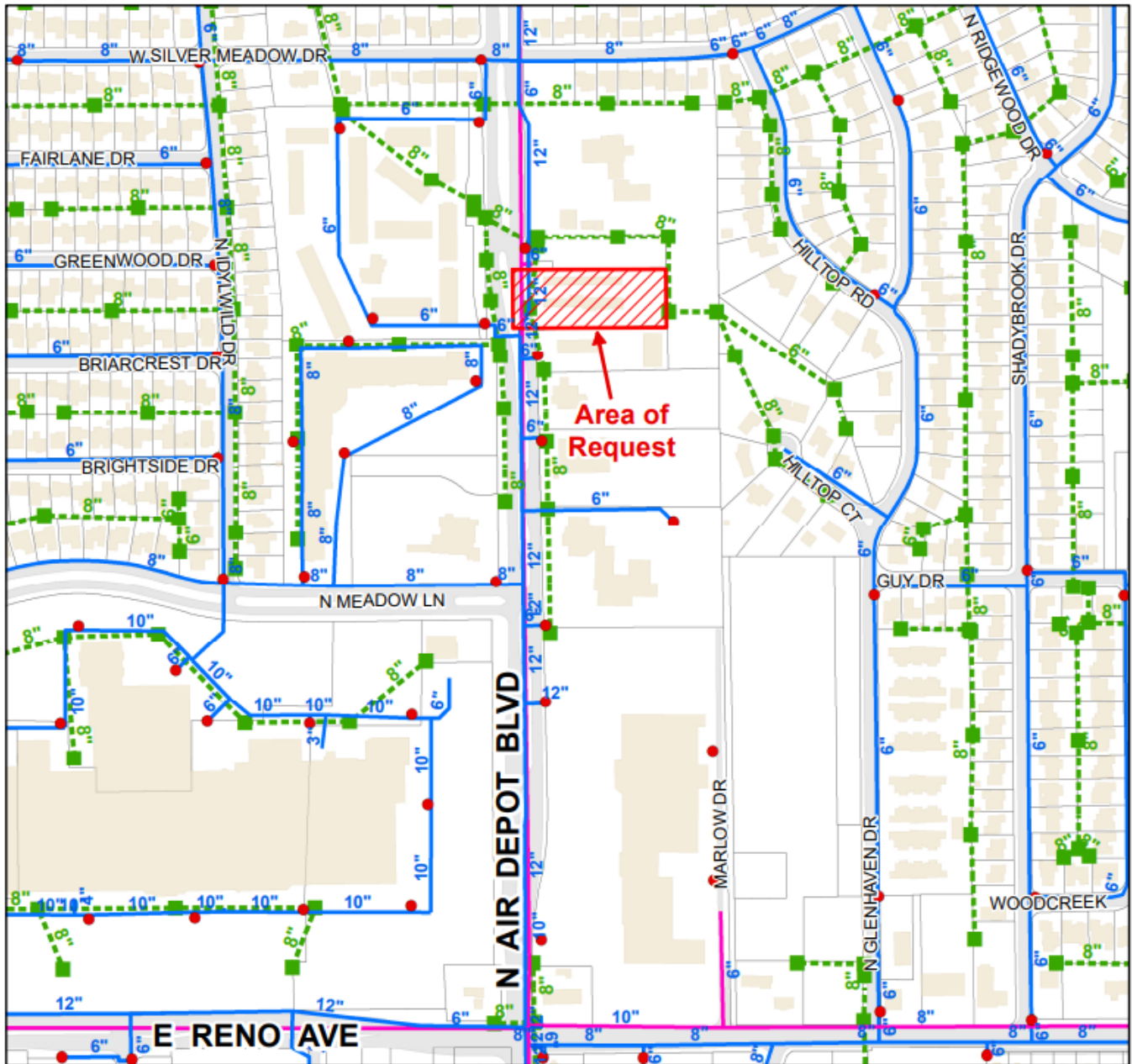
**FUTURE LAND USE
MAP FOR
PC-2154 & PC-2155
(SW/4, Sec 34, T12N, R2W)**



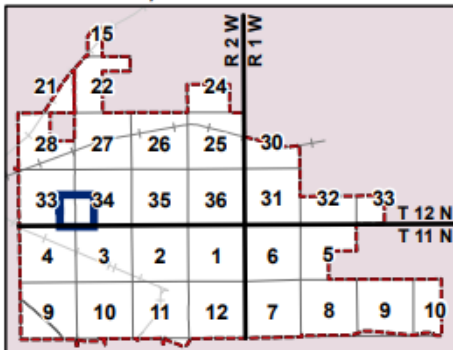
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Community Development / Information Technology - GIS



Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2154 & PC-2155
(SW/4, Sec 34, T12N, R2W)**



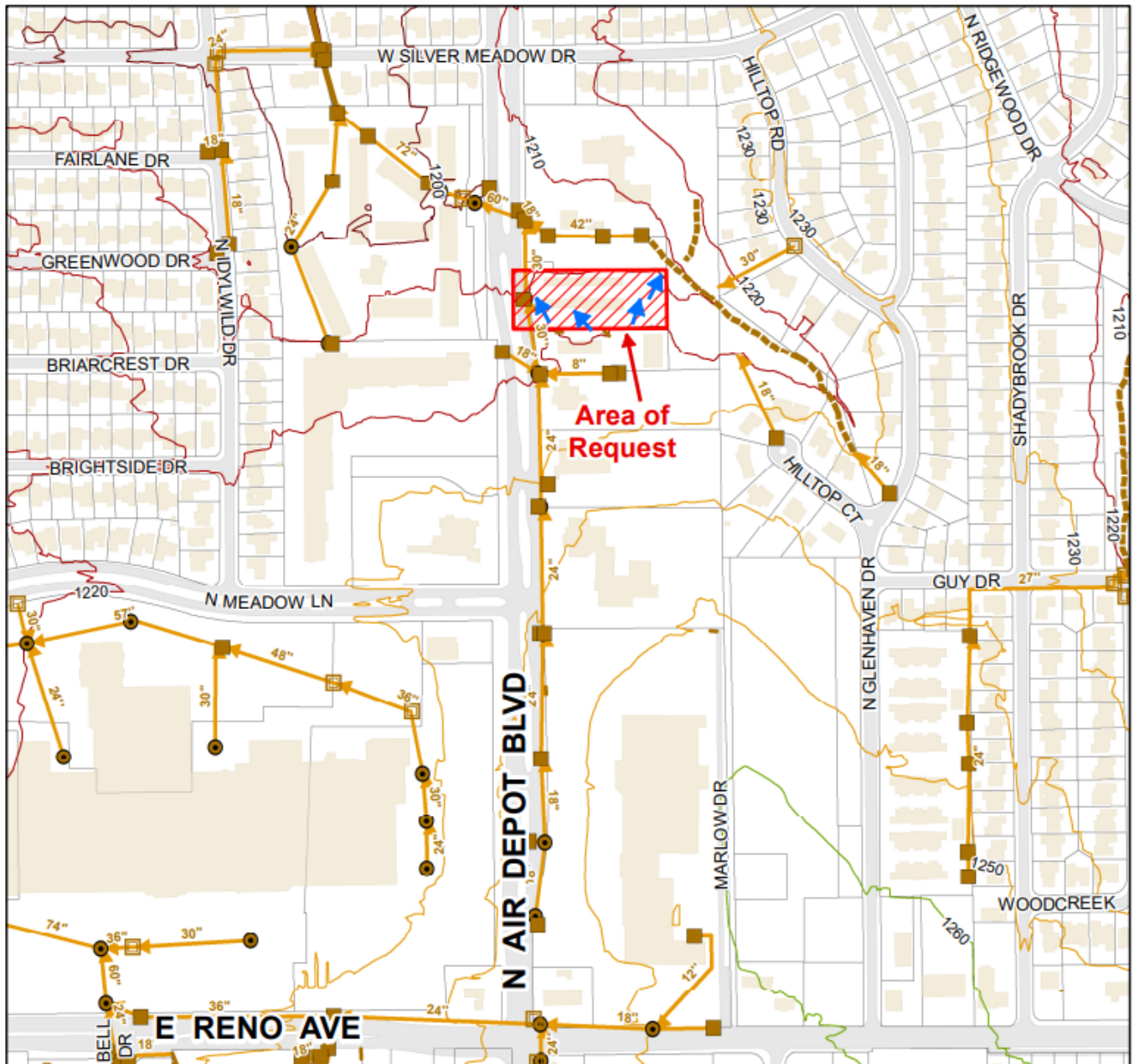
0 400 800 Feet

1 inch = 400 feet

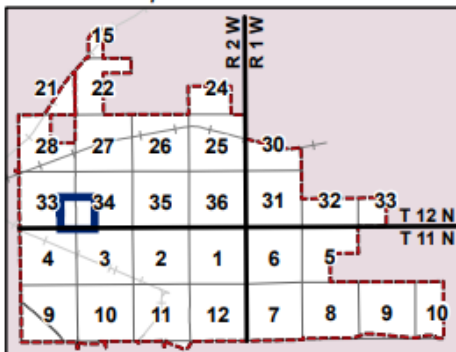
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Community Development / Information Technology - GIS



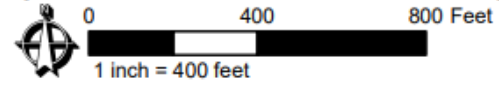
Locator Map



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

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

DRAINAGE LOCATION MAP FOR PC-2154 & PC-2155 (SW/4, Sec 34, T12N, R2W)



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Emily Richey, Current Planning Manager
Tami Anderson, Executive Assistant

To: Vaughn Sullivan
From: Emily Richey, Current Planning Manager
Date: August 2, 2023
Subject: 422 N. Air Depot Blvd. - Midwest Pit Stop

Mr. Sullivan,

The subject property is in violation of Zoning Ordinance for conducting operations not allowable in its governing zone (C-3, Community Commercial District). An inspector from Engineering and Construction Services posted a placard to cease operations to the property August 1, 2023 after I had performed my Certificate of Occupancy reinspection and found there were still zoning use unit classifications being conducted in violation of Zoning Ordinance.

The location's occupancy application states it is an automotive repair shop, but more extensive use types are being conducted on the property including:

- 4.4.11. Automotive Equipment Heavy (due to them replacing engines and temporary storage of damaged vehicles), which requires zoning of C-4 (with a Special Use Permit), I-1 (with a Special Use Permit), I-2, or I-3.
- 4.4.12. Automotive Sales and Rentals: Light (due to them renting out U-HAUL vehicles from the premises), which requires C-3 (with a Special Use Permit), C-4, I-1, I-2, or I-3.

The applicant initially applied for a Certificate Occupancy January 9, 2023. Since then, there have been 23 calls for service to the Midwest City Police Department (report attached).

The following departments conducted Certificate of Occupancy inspections and included are their inspection results:

Building:

7/13/23- Failed

- GFCI protection plugs required
- Using extension cords for branch circuitry.

8/1/23- *Building inspector delivered the cease operations placard for the Current Planning Manager due to zoning violations.*

Fire:

7/11/23- Failed

- Address Identification- Address is the same color as the wall. Posted address is required to be a contrasting color and visible from the road.

Page 2

August 2, 2023

- Fire Protection and Utility Equipment Signage- Reflective signage required to indicate mechanical room locations.
- Knox Box- No Knox box present.
- Electrical Equipment, Wiring and Hazards- Electrical receptacles are required to be replaced.
- General Storage: Storage in Buildings- All tires must be stood upright on rack.
- Fire Apparatus Access Roads- Fire lane is required to be repainted and appropriately marked.
- Maintenance of the Means of Egress: Reliability- Handles that require grasping are not permitted on emergency exits.
- Mains of Egress (Stairway) - Safety chain required to prevent falling down stairs into pits.

8/1/23- Failed

- Know Box- No Knox box observed at the time of inspection.
- Electrical Equipment, Wiring and Hazards- Painted electrical receptacles are required to be replaced.
- Fire Apparatus Access Roads- Fire lane is required to meet IFC (2018) requirements.
- Maintenance of the Means of Egress: Reliability- Designated emergency exits are required to be unlocked and unobstructed at all times while building is occupied. Path to door is obstructed and appears to be locked with a screwdriver.
- Emergency Escape and Rescue Openings- Fail

Planning:

7/12/23- Failed

- Recreational Vehicle on site.
- Proposed sale of vehicles.
- U-HAULs being rented out.
- Broken fence abutting residential district.
- Told applicant all occupancy uses must be submitted before zoning can be verified as sufficient.
- During inspection, it was found the storage units north side of primary structure were being subleased (none of which have Certificates of Occupancy).
- Parking needs to be restriped.
- Storage of damaged vehicles.

8/1/23- Failed

- U-HAULs still on property.
- Broken fence abutting residential district.
- Parking needs to be restriped.
- Storage of damaged vehicles.

Utilities:

7/10/23- Failed

- Waiting on a variance request from facility for continuation use of the car wash bay 500-gallon grit trap. Additionally, Line Maintenance requests facility to service their existing grit trap to verify integrity of the device before occupancy approval.

Page 3

August 2, 2023

- Line Maintenance issued the facility an approved hauler listing for grit trap services and variance request on July 10, 2023.

8/1/23- Failed

- In accordance with Midwest City Municipal Code Section 43-191. - General interceptor requirements; design, size and location, the facility is required to install a 1,000-gallon oil/water separator that attaches to the existing car wash grit trap.

My recommendation would be for citations to be issued and utility services to be disconnected until the proper rezoning has been achieved.

Respectfully,



Emily Richey
Current Planning Manager



U-HAUL CO. OF NW OKC
7525 S.E. 29TH STREET • MIDWEST CITY, OKLAHOMA 73110
PHONE (405) 622.4001

To whom it may concern,
I, Tami Tyler, Area Field manager for U-Haul understand that Midwest Pitstop @ 422 N Air Depot in Midwest City, cannot currently rent any equipment. U-Haul has closed this location until we are given notice of the proper zoning.

Regards,

Tami Tyler
AFM 957002
405/245-1818

Notary: Elizabeth Copeland
06009836
Expires: 10/06/2026

ELIZABETH COPELAND
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 10/06/2026
COMMISSION #06009836

Dear Planning Commission Members,

We, the undersigned, would like to file an official protest about



Special Use Permit (SUP) to allow Automotive Equipment: Heavy in the (C-4) General Commercial District for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 422 N. Air Depot Blvd., Midwest City

Please let it be known that we are not opposed to these people making a living and we certainly want them to follow all laws, but we have been made aware of the fact that this can be done by amending this law and NOT allowing the growing of marijuana (this being the main thing that we are protesting.) We are not saying that these people would grow marijuana but this would allow this and we feel this would not be appropriate to be next to the Ridgecrest Church of Christ This can be done in a way that we both would get what we want and think is right. Please help us.

Emma M. De elder Ridgecrest Church of Christ
David Rutledge elder Ridgecrest Church of Christ
D. Gray elder Ridgecrest Church of Christ

416 & 418 N Air Depot
PO BOX 30399
MIDWEST CITY, OK 73140
PHONE: (405) 737-9339
FAX: (405) 737-1947



October 23, 2023

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

To Whom it May Concern:

We are very concerned about the request for rezoning the property located at 422 N Air Depot Blvd. Our main objection is the kind of Business' this will open us to. We are currently worried that the rezoned property will lead to an increase in noise pollution. Many times, we hear unbearably loud bass music coming from 422 N Air Depot. At times the music has been so loud that it vibrated our building and hurt the ears of both employees and customers. We have had complaints from customers who were in the office while the music was playing. We reported the noise to the police at least twice when the music continued for an extended period. In the fourteen years we've been doing business here, none of our neighbors have created such a nuisance.

If this is what our neighbors consider to be acceptable behavior, we don't feel that the privilege to create more noise would be handled responsibly or in a manner that would lend to our continued ability to do office/clerical work. Further, many of the permissible uses described in the zoning regulations could cause unpleasant odors that would negatively impact our work environment and upset customers who wish to visit our office. We fear that this would cause us to lose more business.

Please consider the impact that this change may have on us.

Sincerely,

Blalock Properties, LLC.

A handwritten signature in blue ink that reads "Linda Blalock". The signature is written in a cursive style and is positioned above the printed name.

Linda Blalock, Managing Partner

Scottie Bryan <j.scottie.bryan@gmail.com>

11/7/2023 5:06 PM

Re: Agenda Items for Planning Commission 11/7/23

to: Emily Richey

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Emily,

I'm so sorry for not responding earlier.

I look forward to the meeting this evening.

I do have one question, but I'll probably just ask in person: doesn't Midwest City have the ability to restrict marijuana grows? I thought there were restrictions in place already in spite of the zoning. I think you and I had discussed that we wouldn't/couldn't have a car lot even though the zoning supported car lots.

A couple of items to be aware of:

- We're ethically opposed to any type of marijuana grow or dispensary. On some of our development projects NW of OKC and outside of city limits, we have had lucrative offers to develop grows, and we've turned those offers down because that's not what we believe in.
- To that end - our lease form restricts any tenant from using the property as a grow or dispensary
- The bank required an affidavit from us stating that we wouldn't use or allow us of the property for a the growing or sale of marijuana
- I do know that grows require significant infrastructure to support the air conditioning, heating, etc. I think the investment into the building would be cost-prohibitive

On Fri, Nov 3, 2023 at 9:26 AM Emily Richey <ERichey@midwestcityok.org> wrote:

- > Good morning Scottie,
- >
- > Attached are your agenda items for next week's Planning Commission meeting.
- >
- > It will be at 6pm in our Council Chambers.
- >
- > There have been 2 letters of protest against the rezone and I have
- > attached for you. The church's main concern is not the current use, but
- > that approving a more intense zoning to C-4, it would allow for there to be
- > a marijuana grow facility.
- >
- > Please remember, Planning Commission is a recommending body and Council
- > makes the determination of approval or denial of your item(s).
- >
- > Thank you and have a nice weekend!
- >
- >
- >
- > Emily Richey
- > Current Planning Manager
- > ERichey@MidwestCityOK.org
- > office: 405-739-1223
- > office hours: Monday-Thursday 7:30am-5:30pm; Friday 7:30am-11:30am
- >

2 **RESOLUTION NO. _____**

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

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

9 For the property described as a part of the Southwest Quarter (SW/4) of Section
10 Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian
11 Meridian, Oklahoma County, Oklahoma, being more particularly described as:

12 Beginning 467.27 feet South of the Northwest corner (NW/c) of the Southwest Quar-
13 ter (SW/4); thence East 435 feet; thence South 165 feet; thence West 435 feet to the
14 West line of said Quarter Section; thence North a distance of 165 feet to the Point of
15 Beginning, except the West 50 feet, located at 422 N. Air Depot Blvd., Midwest City.

16 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
17 above referenced property from Office/Retail to Commercial Land Use.

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

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

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

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

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

28 THE CITY OF MIDWEST CITY, OKLAHOMA

29 _____
30 MATTHEW D. DUKES II, Mayor

31 ATTEST:

32 _____
33 SARA HANCOCK, City Clerk

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

35 _____
36 DONALD MAISCH, City Attorney

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE FROM C-3, COMMUNITY COMMERCIAL DIS-**
5 **TRICT TO C-4, GENERAL COMMERCIAL DISTRICT, AND DIRECTING AMEND-**
6 **MENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSI-**
7 **FICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR RE-**
8 **PEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 SECTION 1. That the zoning district of the following described property is hereby reclassified
12 from C-3, Community Commercial District to C-4, General Commercial District, and that the of-
13 ficial Zoning District Map shall be amended to reflect the reclassification of the property’s zon-
14 ing district as specified in this ordinance:

15 For the property described as a part of the Southwest Quarter (SW/4) of Section
16 Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian
17 Meridian, Oklahoma County, Oklahoma, being more particularly described as:

18 Beginning 467.27 feet South of the Northwest corner (NW/c) of the Southwest Quar-
19 ter (SW/4); thence East 435 feet; thence South 165 feet; thence West 435 feet to the
20 West line of said Quarter Section; thence North a distance of 165 feet to the Point of
21 Beginning, except the West 50 feet, located at 422 N. Air Depot Blvd., Midwest City.

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 _____, 2023.

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 _____, 2023.

DONALD MAISCH, City Attorney

To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: December 12, 2023

Subject: (PC-2155) Public hearing, discussion, consideration, and possible action for a Special Use Permit (SUP) to allow Automotive Equipment: Heavy in the (C-4) General Commercial District for the property described as a part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 422 N. Air Depot Blvd., Midwest City.

Executive Summary: The applicant, Scottie Bryan with Pinnacle Development, is requesting a Special Use Permit for the subject property to allow for the uses allowable in 4.4.11. *Automotive and Equipment: Heavy*.

Both state and local public notice requirements were fulfilled and staff received two surrounding property owners' opposition to the proposal at the time of this report. The main concerns echoed by both in opposition is the potential businesses that could occupy the premises in the future (all uses permitted in C-4).

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

This Special Use Permit is contingent upon the preceding case's (PC-2154) approval of rezone to C-4.

Planning Commission unanimously voted denial of this item due to recommending denial of the corresponding rezoning application.

Staff recommends denial of this application due to its incompatibility with surrounding properties, the Comprehensive Plan, and the Air Depot Corridor Plan.

Action is at the discretion of the Council.

Dates of Hearings:

Planning Commission- November 7, 2023

City Council- December 12, 2023

Date of Pre-Development Meeting:

August 8, 2023

Council Ward: Ward 4, Sean Reed



Proposed Use: Midwest Pit Stop (automotive shop)

Size: The subject property has a frontage of 165 feet along Air Depot Blvd., and a depth of 435 feet, and contains an area of 71,775 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Office/Retail Land Use

North- Public/Semi-Public Land Use

South- Office/Retail Land Use

East- Public/Semi-Public Land Use

West- High Density Residential Land Use

Zoning Districts:

Area of Request- Community Commercial District (“C-3”)

North- Community Commercial District (“C-3”)

South- Community Commercial District (“C-3”)

East- Single-Family Detached Residential District (“R-6”) w/ Special Use Permit (“SUP”)

West- High-Density Residential District (“R-HD”)

Land Use:

Area of Request- Midwest Pit Stop

North- Vacant

South- Multi-tenant

East- Vacant

West- Rolling Oaks Apartment

Comprehensive Plan Citation:

The future land use for the subject lot is Office/Retail Land use. Though the Comprehensive Plan states there are some “in-between uses” in regard to Retail and Commercial Uses, some of the proposed business operations (such as auto body repair and outside storage), are generally not permitted in Retail Districts, therefore, a Resolution to the Comprehensive Plan must be made if the zoning map amendment is to be approved. Staff does not believe the Comprehensive plan supports approval of a zoning map amendment to change the district for the subject property from C-3 to C-4, or the approval of a Special Use Permit to allow Automotive Equipment: Heavy.

Commercial Land Uses

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

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

Office/Retail Land Use

Retail land uses are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Earlier this year, City Council adopted the Air Depot Corridor Plan, and the subject property was included in the scope of the study. Some of the identified recommendations include improvements that would apply to this site. MS5 (Page 44) calls for “alternative signage (ex. Monument signs) along the Corridor to increase visibility...” The subject property has two aging and dilapidated signs that should be replaced with a monument style sign. The Plan also calls for street trees between the sidewalk and roadway on Air Depot Blvd. Overall, there are many planned improvements to the corridor involving both public and private investment to revitalize the corridor. The aim of the plan is to revitalize the corridor into a more walkable, bikeable, landscaped corridor that can support a variety of residential, office, and retail uses. Many of the proposed uses of the subject property in this application are incompatible with the broader aims of the Air Depot Corridor Plan, and rezoning the subject property to C-4 would make it less likely that future uses would be compatible with the Corridor Plan as well.

Municipal Code Citation:

7.6. – Special Use Permit

7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) *Consideration for compatibility.* With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

(B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) *Use identified by individual zoning district.* If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.2. *Application.* Application and public hearing procedures for a special permit shall be completed in the same manner as an application for rezoning. A site plan shall be included with the application as outlined in 7.5 Site Plan (Page 183).

7.6.3. *Criteria for Special Permit Approval.*

(A) *Special use permit criteria.* The City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.

(4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.

(5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

(B) *Specific conditions.* The City Council may impose specific conditions regarding location, design, operation, and screening to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit. Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.

7.6.5. *Expiration of Special Use Permits.* All special use permits shall expire by default:

A) *Non-establishment.*

(1) If the use is not established within twelve (12) months and no extension is approved.

(2) When a building permit has not been issued for construction within twelve (12) months of City Council approval the applicant or owner may request a hearing for an extension of the initial special use permit approval.

(3) Good cause for an extension shall mean that the owner shows evidence that he has contractors or applications for continual development within the next year following the original approval.

(B) *Discontinuance.* If the use once established has been discontinued for a period of twelve (12) months or abandoned.

(C) *Lack of substantial compliance.* Whenever the Community Development Director finds that any proposed construction or occupancy will not, in his opinion, substantially comply with the special use permit, he shall refer the question to the City Council for its review.

(D) *Amendment.* When the holder of a special use permit determines that an extension of time or modification of the use is necessary, he may apply for amendment in the same manner as the original application. The amendment shall be processed in the same manner as an original application.

The following use is permitted in General Commercial District with a Special Use Permit:

4.4.11. *Automotive and Equipment: Heavy.* Repair of motor vehicles such as aircraft, boats, recreational vehicles and trucks, as well as the sale, installation and servicing of automotive equipment and parts together with body repairs, painting and steam cleaning.

History:

1. This property was designated as C-3, Community Commercial District at the time of adoption of the 1985 Zoning Map.
2. A request to rezone this parcel to C-4, General Commercial District was denied by the City Council January 12, 2021 (PC-2062).
3. A request to rezone this parcel to SPUD, Simplified Planned Unit Development governed by C-4, General Commercial District was denied by the City Council March 23, 2021 (PC-2074).

Next Steps:

- Regardless of approval or denial of this rezone, applicant needs to obtain their Certificate of Occupancy for the allowed uses in its current governing zoning.

Staff Comments-

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

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a twelve (12) inch line running along the east side of Air Depot Boulevard. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcel, an eight (8) inch line running along the east side of Air Depot Boulevard. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from North Air Depot Boulevard using an existing drive. North Air Depot Boulevard is classified as a secondary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

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

Fire Marshal's Comments:

Property owner is requesting rezoning for a commercial occupancy (Automotive Repair Facility) located at 422. N. Air Depot Blvd.

- This occupancy must adhere to the requirements of International Fire Code (2018).
- This property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Occupancy Classification: F-1

- Factory Industrial F-1 Moderate Hazard Occupancy: Factory industrial uses that are not classified as Factory Industrial F-2 Low Hazard shall be classified as F-1 Moderate Hazard and shall include, but not

be limited to, the following: ... Automobiles and other motor vehicles... Engines (including rebuilding)...

Occupancy Classification: S-2

- Low-hazard Storage, Group S-2: Storage Group S-2 occupancies include, among others, buildings used for the storage of noncombustible materials... and shall include, but not be limited to, the following: ... Parking Garages Open or Closed.... Etc.

Automatic Sprinkler System Requirements:

- Section 903.2.4 Group F-1: An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:
 - 1.) A Group F-1 fire area exceeds 12,000 square feet.
 - 2.) A Group F-1 fire area is located more than three stories above grade plane.
 - 3.) The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 2,500 square feet...
- Section 903.2.4 Group S-2: An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages where either of the following conditions exist:
 - 4.) A Group S-2 fire area of the enclosed parking garage exceeds 12,000 square feet.
 - 5.) Where the enclosed parking garage is located beneath other groups.

Fire Alarm Detection System Requirements:

- Section 907.2.4 Group F: A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group f occupancies where both of the following conditions exist:
 - 1.) The Group F occupancy is two or more stories in height.
 - 2.) The Group F occupancy has a combined occupant load of 500 or more above or below the lowest level of exit discharge.

Exceptions: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

- *Group S-2* – Not required.

Fire Apparatus Access Roads

- Section 503.1.1 Buildings and facilities: Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. - Sections 503.2.1 Dimensions: Fire Apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

- Section 503.3 Marking: Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING-FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
- D103.6 Signs: Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on both sides of the fire apparatus road as required by Sections D103.6.1 or D103.6.2
- Section 506.1 Where Required: Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official.

Public Works' Comments:

Line Maintenance

Water

- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

Sanitary Sewer

- Sewer waste from food service, vehicle maintenance shop, car wash, etc. shall conform with Midwest City Municipal Code Section 43-6. The installation of an interceptor, separator, and/or grit chamber may be required.

Sanitation

- No additional comments with this case.

Stormwater

- No additional comments with this case.

Planning Division:

Staff met with the applicant August 8, 2023 for a pre-development meeting.

The subject property has changed ownership, and new owner is trying to ensure City compliance with his current operating tenant.

Approving the Special Use Permit would allow for the outlined intents of operation provided by applicant (namely, engine replacement, truck transmissions, etc.) to be in zoning compliance with the City.

Staff recommends denial of this application due to its incompatibility with surrounding properties, the Comprehensive Plan, and the Air Depot Corridor Plan.

Action is at the discretion of the Council.

Action Required:

Approve or reject a Special Use Permit (SUP) to allow the use Automotive and Equipment: Heavy in the (C-4) General Commercial District for the property noted herein, subject to staff comments as found in the December 12, 2023 agenda packet and made part of PC-2155 file.

Suggested Motion:

“To deny the Special Use Permit for 422 N. Air Depot Boulevard to allow the use Automotive and Equipment: Heavy in the C-4, General Commercial District subject to Staff Comments found in the December 12, 2023 Council agenda packet and made part of the PC-2155 file.

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

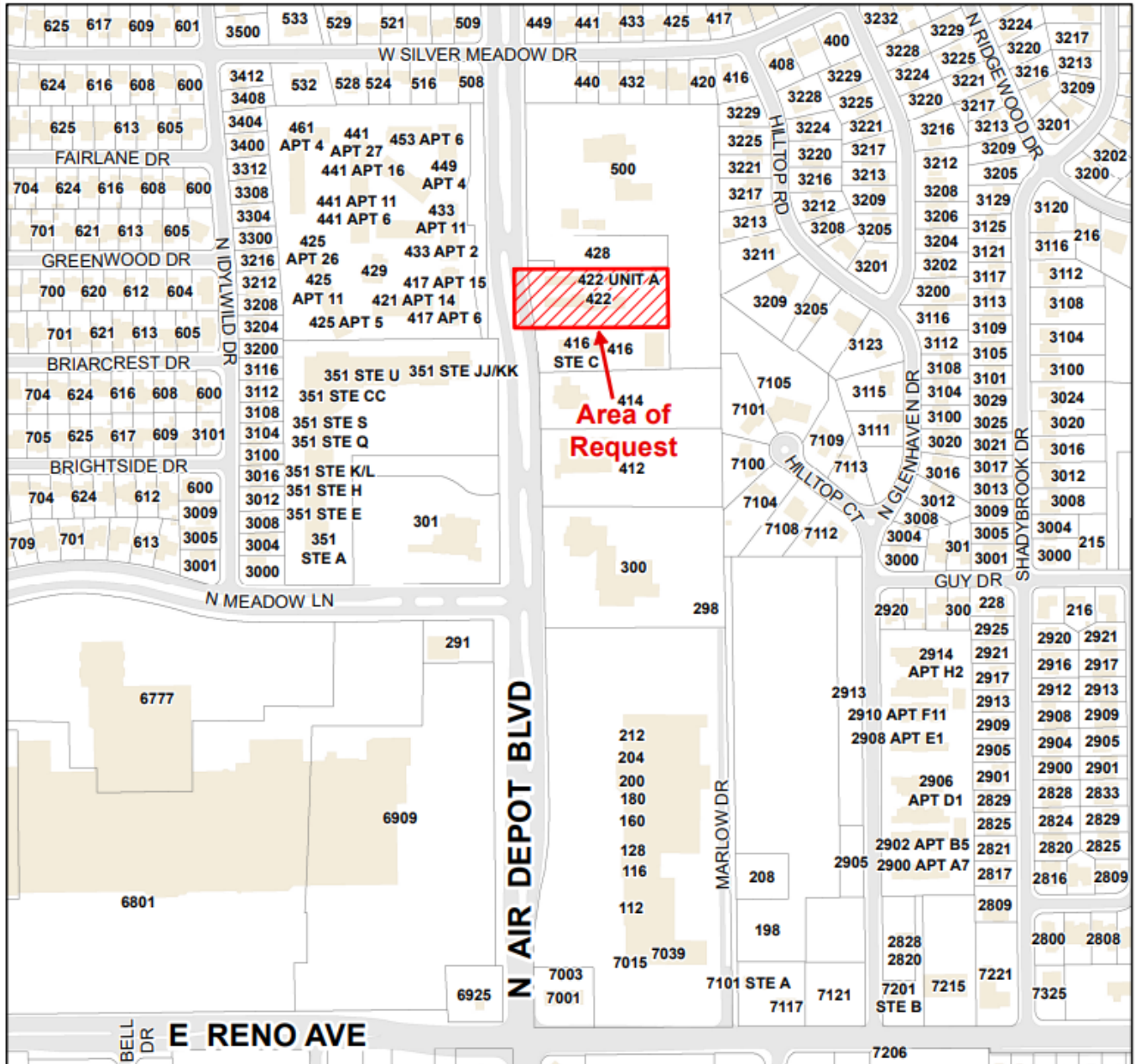
A handwritten signature in black ink, appearing to read "Matt Summers". The signature is written in a cursive style with a large initial "M".

Matt Summers
Director of Planning & Zoning

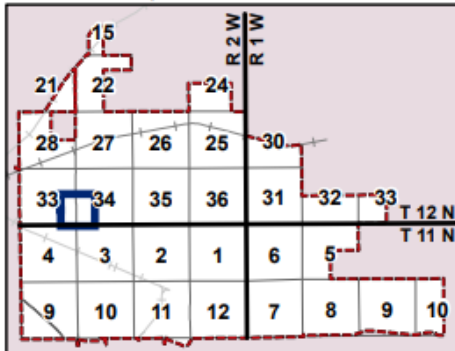
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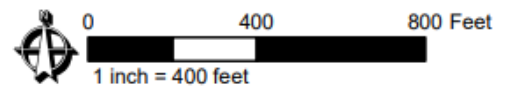
Locator Map



General Map Legend

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

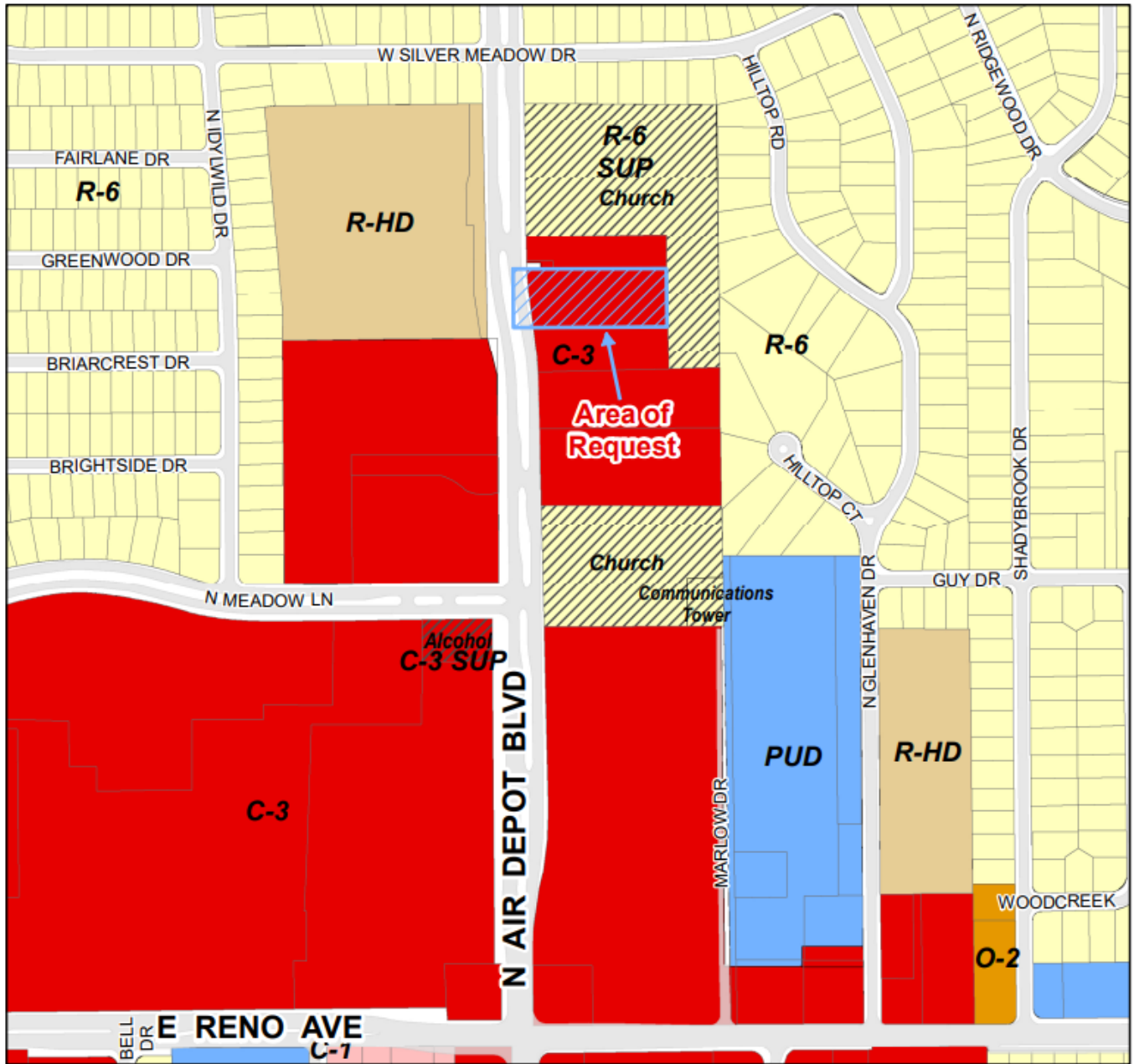
**GENERAL MAP FOR
PC-2154 & PC-2155
(SW/4, Sec 34, T12N, R2W)**



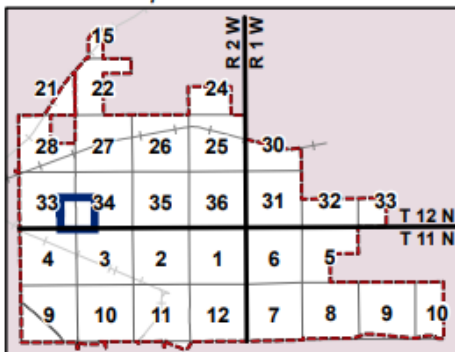
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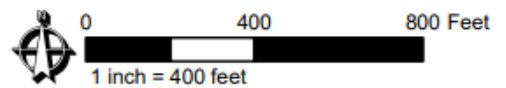
Locator Map



Current Zoning Legend

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

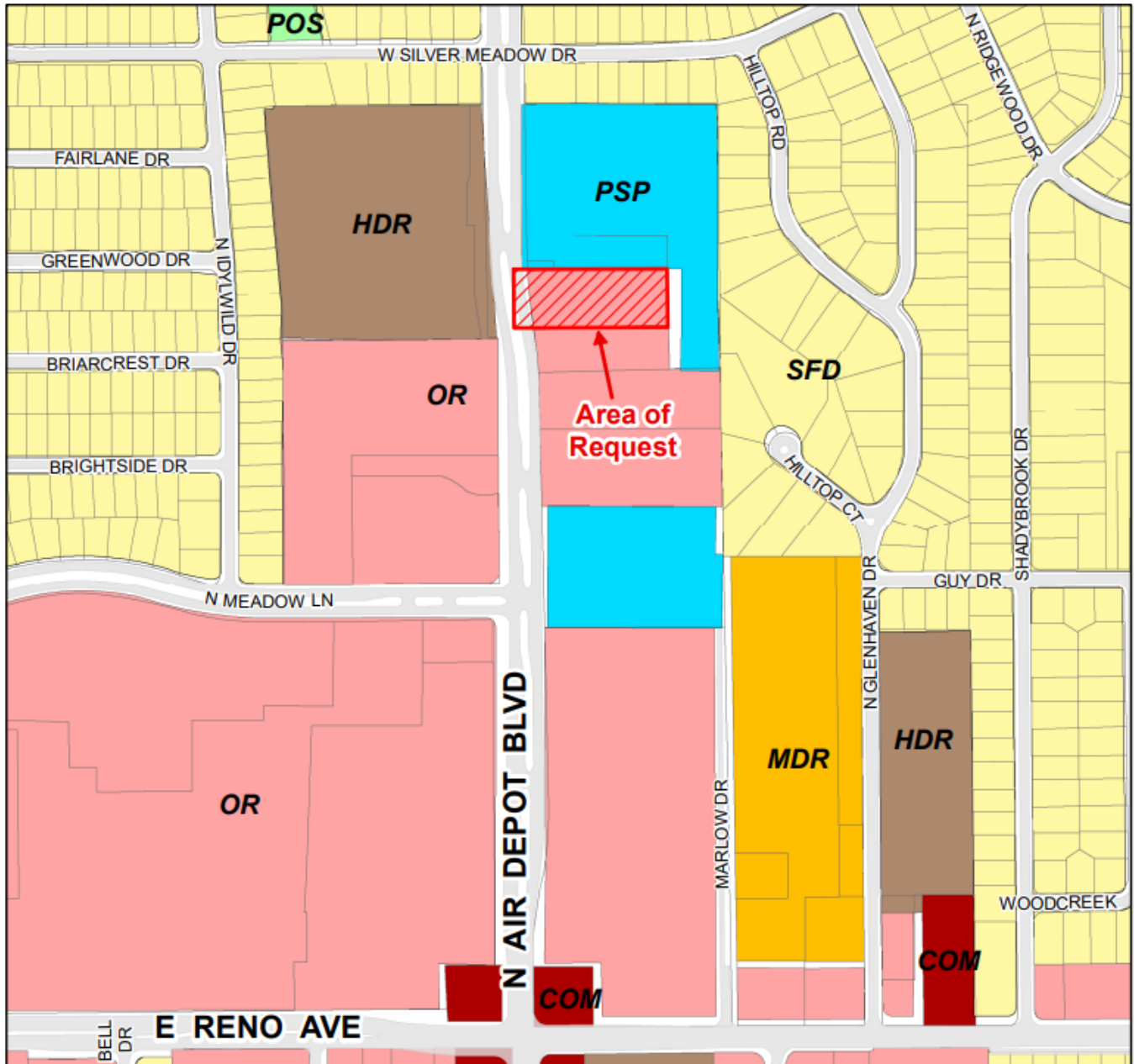
**ZONING MAP FOR
 PC-2154 & PC-2155
 (SW/4, Sec 34, T12N, R2W)**



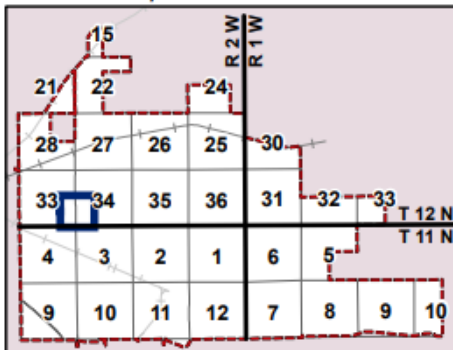
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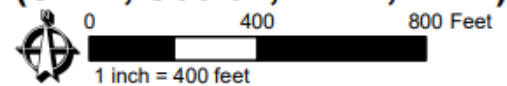
Locator Map



Future Land Use Legend

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

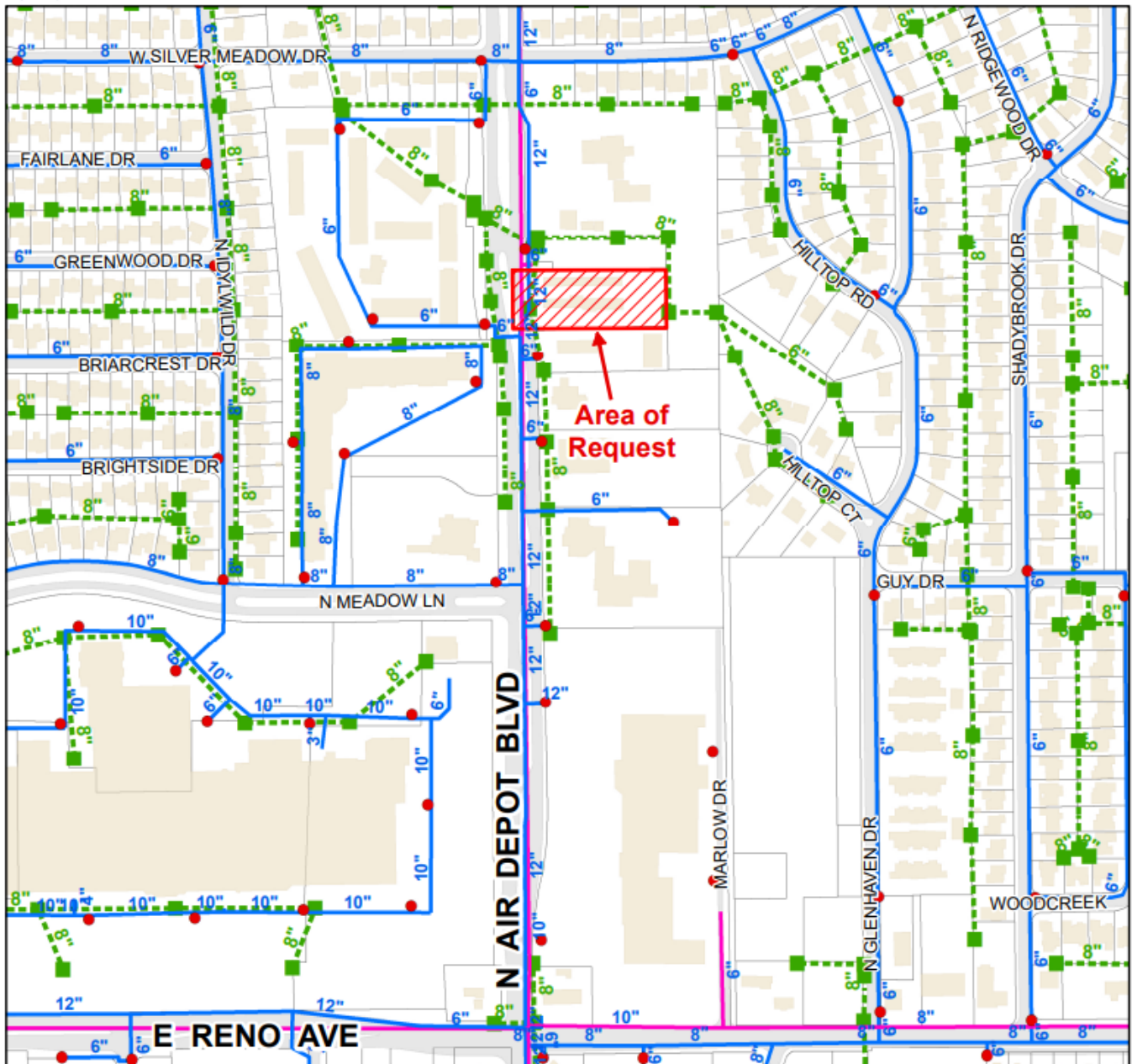
**FUTURE LAND USE
 MAP FOR
 PC-2154 & PC-2155
 (SW/4, Sec 34, T12N, R2W)**



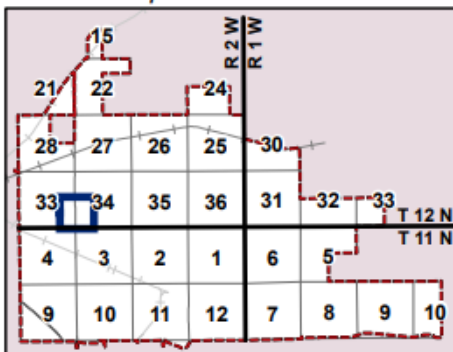
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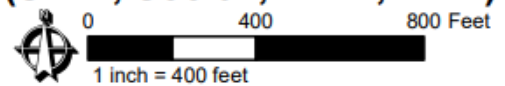
Locator Map



Water/Sewer Legend

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

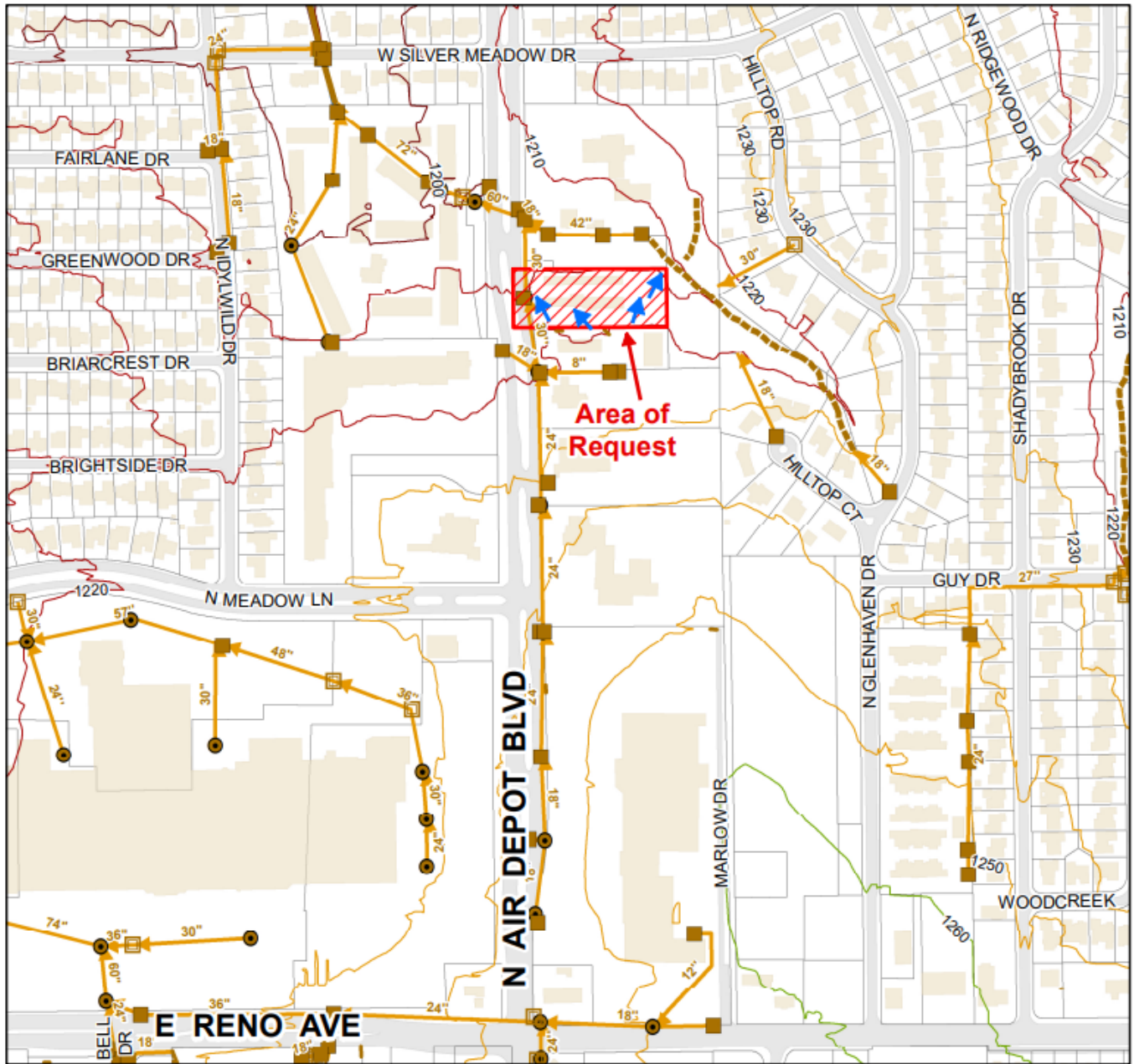
**WATER/SEWER LINE
 LOCATION MAP FOR
 PC-2154 & PC-2155
 (SW/4, Sec 34, T12N, R2W)**



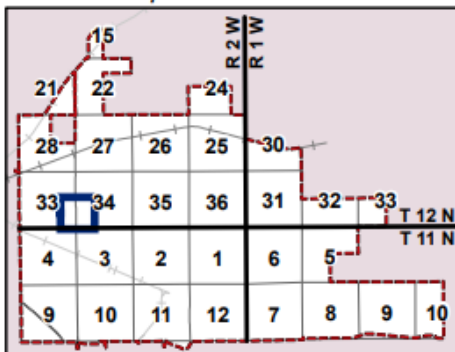
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Community Development / Information Technology - GIS



Locator Map

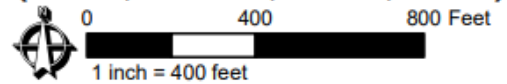


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

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

**DRAINAGE
LOCATION MAP FOR
PC-2154 & PC-2155
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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Development Intent Statement

This Development Intent Statement is intended to provide a written description of a proposed development for a particular parcel of land. This non-binding document is not a formal review or approval of any development proposal. The information is provided in order to inform City staff of proposed developments so that staff may assist applicants by providing detailed information regarding Municipal Code requirements for new developments.

Name: J. Scott Bryan – Manager, Pinnacle Development, LLC

Phone number and email: 405-650-3877; j.scottie.bryan@gmail.com

Address of property proposed for development: 422 N. Air Depot Blvd, Midwest City, OK 73110

Please use the following lines to explain your proposed development. Please include information such as use (residential, multi-family, commercial, office, industrial, etc.), parking, signage, exterior building materials and any other useful information. The existing property is a multi-use auto mechanic's shop and storage facility. We'd like to update the zoning from C3 to C4 for the following reasons: 1) allow medium to heavy vehicle repair work, specifically allowing for engine and transmission repair work to be conducted; 2) serve as a UHaul rental location that would include the storing of UHaul vehicles; 3) allow for vehicle storage in the storage units; and 4) allow for vehicle parking when vehicles are pending repair (no long term storage, no car lot sales).



Public Works Administration

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

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

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

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: December 12, 2023

Subject: Discussion, consideration, and possible action of approving, amending, revising or rejecting a Resolution relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in an aggregate principal amount of not to exceed Four Million Dollars (\$4,000,000.00), approving documents as may be necessary or required and declaring an emergency.

The Oklahoma Water Resources Board is accepting applications for eligible water and wastewater projects that require funding through the Financial Assistance Program (FAP). The Midwest City Municipal Authority has several eligible projects that could be funded through the FAP. The Municipal Authority's application will be directed toward water system improvements, specifically extending water service to the northwest side of the city to include the Water Resources Recovery Facility and Centrillium.

The following resolution is required to submit an application.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, MET IN REGULAR SESSION IN THE CITY COUNCIL CHAMBERS, AT CITY HALL, 100 N MIDWEST BLVD., IN THE CITY OF MIDWEST CITY, OKLAHOMA, ON THE 12TH DAY OF DECEMBER 2023, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Midwest City, Oklahoma, for the calendar year 2023 having been given in writing to the City Clerk of Midwest City, Oklahoma, and public notice and agenda of this meeting having been posted in prominent view on the doors to City Hall, 100 N Midwest Blvd., Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, the Resolution was introduced and considered by sections. Upon motion of Councilor ____ seconded by Councilor ____, the Resolution was finally passed with the following vote:

AYE:

NAY:

and upon motion of Councilor ____, seconded by Councilor ____, the question of the emergency was ruled upon separately and approved with the following vote:

AYE:

NAY:

THEREUPON, the Resolution was signed by the Mayor of the Council, and attested and sealed with the seal of the City by the City Clerk and is as follows:

RESOLUTION # _____

A RESOLUTION RELATING TO THE INCURRING OF INDEBTEDNESS BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000.00), APPROVING DOCUMENTS AS MAY BE NECESSARY OR REQUIRED AND DECLARING AN EMERGENCY.

WHEREAS, the Midwest City Municipal Authority (the "Authority") was created by a Trust Indenture, dated as of July 23, 1968 (the "Trust Indenture") for the use and benefit of the City of Midwest City, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has determined that, in order to provide funds for making necessary improvements to the water system leased to the Authority by the City, it will issue its Promissory Note, Series 2024 (the "Note"), in the aggregate principal amount of not to exceed \$4,000,000.00; and

WHEREAS, the Authority has engaged Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma, as Bond Counsel (the "Bond Counsel") and BOK Financial Securities, Inc., as financial advisors (the "Financial Advisor") in connection with the issuance of the Note; and

WHEREAS, there has been presented to this meeting a form of a Sales Tax Agreement by and between the City and the Authority (the "Sales Tax Agreement").

BE IT RESOLVED BY THE CITY OF MIDWEST CITY, OKLAHOMA:

Section 1. The incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in the aggregate principal amount of not to exceed \$4,000,000.00 to be evidenced by the Note of the Authority is hereby approved by the Council of the City of Midwest City, Oklahoma, the governing body of said City.

Section 2. It is hereby acknowledged that the Mayor shall execute and deliver in the name and on behalf of the City the Sales Tax Agreement and all documents, closing papers, certificates and such other documents as are necessary to accomplish the transactions contemplated thereby.

Section 3. The signatures of the officers of the City appearing on agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the City.

Section 4. The Mayor and City Clerk of the City be, and they hereby are, authorized and empowered for and on behalf of the City, to execute and deliver such further agreements and documents and take such action as such officer or officers may deem necessary or desirable in order to accomplish the issuance of the Note.

Section 5. By reason of the urgent need to provide permanent funding for certain public improvements, facilities and services relating to the water system and sewer treatment collection and disposal system leased to the Authority by the City, and for the furtherance and preservation of the public peace, health, safety and welfare of the City and the inhabitants thereof, an emergency is declared to exist for reason whereof this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED as an emergency measure this 12th day of December, 2023.

Mayor

(Seal)

ATTEST:

City Clerk

APPROVED:

City Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting City Clerk of the City of Midwest City, Oklahoma, do hereby certify that attached hereto is a true and complete copy of the schedule of regularly scheduled meetings of the Council of the City of Midwest City, Oklahoma, for the calendar year 2023 as filed in my office.

I further certify that a true and correct copy of the Public Notice attached hereto was posted in prominent public view on the doors to City Hall, 100 N Midwest Blvd., Midwest City, Oklahoma, twenty-four (24) hours prior to said meeting, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this 12th day of December, 2023.

City Clerk

(SEAL)



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





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

TO: Honorable Mayor and City Council
FROM: Tiatia Cromar, Finance Director/ City Treasurer
DATE: December 12, 2023
SUBJECT: Review of the City Manager's Report for the month of October 2023.

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

Street Tax Fund (65) decreased due to the payments to: OK Department of Transportation	<\$333,632>
Parks & Recreation (123) decreased because of the payment to: Lippert Bros Inc.	<\$265,213>
Capital Improvements (157) decreased due to the payment to: OK Department of Transportation	<\$556,866>
MWC Hospital Authority (425) activities for October: Compounded Principal (9010) - unrealized loss on investment	<\$1,436,610>
Discretionary (9050) - unrealized loss on investment	< \$701,537>

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending October, 2023
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,061,101	(33,077)	7,097,989	3,676,786	(746,751)	2,930,035	10,028,025
10	GENERAL	14,001,471	(155,144)	15,529,517	16,061,810	(17,745,000)	(1,683,190)	13,846,327
13	STREET AND ALLEY FUND	1,778,539	-	1,905,998	190,125	(317,584)	(127,459)	1,778,539
14	TECHNOLOGY FUND	727,010	-	724,414	103,920	(101,323)	2,596	727,010
15	STREET LIGHT FEE	1,088,186	-	1,171,042	212,493	(295,349)	(82,856)	1,088,186
16	REIMBURSED PROJECTS	1,242,517	(2,600)	1,838,556	216,315	(814,954)	(598,639)	1,239,917
20	MWC POLICE DEPARTMENT	14,488,941	(4,092)	13,184,653	6,923,888	(5,623,692)	1,300,196	14,484,849
21	POLICE CAPITALIZATION	1,991,636	-	1,514,448	608,802	(131,613)	477,188	1,991,636
25	JUVENILE FUND	102,298	-	95,468	26,880	(20,050)	6,829	102,298
30	POLICE STATE SEIZURES	109,475	-	109,437	1,394	(1,355)	39	109,475
31	SPECIAL POLICE PROJECTS	85,458	-	81,429	4,105	(77)	4,029	85,458
34	POLICE LAB FEE FUND	16,371	-	18,545	375	(2,549)	(2,174)	16,371
35	EMPLOYEE ACTIVITY FUND	14,814	(10)	17,569	602	(3,367)	(2,765)	14,804
36	JAIL	187,255	-	181,401	25,687	(19,833)	5,854	187,255
37	POLICE IMPOUND FEE	109,280	-	104,051	12,163	(6,934)	5,229	109,280
40	MWC FIRE DEPARTMENT	9,735,260	(4)	8,860,897	5,350,824	(4,476,464)	874,359	9,735,256
41	FIRE CAPITALIZATION	2,508,086	-	2,266,633	261,310	(19,856)	241,453	2,508,086
45	MWC WELCOME CENTER	532,905	-	475,662	82,817	(25,574)	57,243	532,905
46	CONV / VISITORS BUREAU	647,067	-	576,761	152,404	(82,098)	70,306	647,067
60	CAPITAL DRAINAGE IMP	453,468	-	444,840	163,837	(155,210)	8,628	453,468
61	STORM WATER QUALITY	1,563,226	-	1,489,045	287,731	(213,550)	74,181	1,563,226
65	STREET TAX FUND	2,198,995	-	2,397,811	226,697	(425,513)	(198,816)	2,198,995
70	EMERGENCY OPER FUND	1,492,355	-	1,376,402	309,822	(193,869)	115,953	1,492,355
75	PUBLIC WORKS ADMIN	1,127,885	-	1,052,349	452,935	(377,398)	75,537	1,127,885
80	INTERSERVICE FUND	687,382	-	632,994	1,285,107	(1,230,720)	54,387	687,382
81	SURPLUS PROPERTY	703,469	(559,519)	127,706	27,826	(11,582)	16,244	143,949
115	ACTIVITY FUND	495,682	(2,694)	478,528	87,992	(73,532)	14,459	492,988
123	PARK & RECREATION	1,941,842	(54,700)	2,585,167	261,646	(959,670)	(698,025)	1,887,142
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	213,316	(213,316)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	158,210	(3,357)	175,016	18,549	(38,712)	(20,163)	154,853
143	GRANT FUNDS	52,268	7,732	60,000	450,518	(450,518)	-	60,000
157	CAPITAL IMPROVEMENTS	3,324,318	-	3,422,471	521,241	(619,394)	(98,153)	3,324,318
172	CAP. WATER IMP-WALKER	2,887,822	-	3,517,645	216,173	(845,995)	(629,822)	2,887,822

City of Midwest City
Financial Summary by Fund
for Period Ending October, 2023

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2023 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
178	CONST LOAN PAYMENT REV	4,970,429	(10,247)	4,618,759	342,802	(1,378)	341,424	4,960,183
184	SEWER BACKUP FUND	79,278	-	78,271	1,007	-	1,007	79,278
186	SEWER CONSTRUCTION	8,236,635	-	8,051,367	700,444	(515,176)	185,268	8,236,635
187	UTILITY SERVICES	982,456	(924)	845,050	462,884	(326,401)	136,482	981,532
188	CAP. SEWER IMP.-STROTH	2,045,865	-	1,783,408	283,835	(21,378)	262,457	2,045,865
189	UTILITIES CAPITAL OUTLAY	2,894,994	(133,696)	2,649,282	168,002	(55,986)	112,016	2,761,299
190	MWC SANITATION DEPARTMENT	6,188,836	-	6,092,220	2,985,211	(2,888,595)	96,616	6,188,836
191	MWC WATER DEPARTMENT	5,260,861	-	4,750,723	2,983,649	(2,473,511)	510,138	5,260,861
192	MWC SEWER DEPARTMENT	5,907,410	(43)	5,573,077	2,928,500	(2,594,211)	334,290	5,907,367
193	MWC UTILITIES AUTHORITY	1,315,993	-	1,035,593	280,400	-	280,400	1,315,993
194	DOWNTOWN REDEVELOPMENT	481,243	(5,045)	470,038	6,160	-	6,160	476,198
195	HOTEL/CONFERENCE CENTER	441,488	(1,064,735)	(772,157)	1,324,937	(1,176,027)	148,910	(623,247)
196	HOTEL 4% FF&E	773,444	-	721,137	66,039	(13,732)	52,307	773,444
197	JOHN CONRAD REGIONAL GOLF	1,277,706	(293,122)	657,214	803,887	(476,517)	327,370	984,584
201	URBAN RENEWAL AUTHORITY	135,106	-	98,591	36,515	-	36,515	135,106
202	RISK MANAGEMENT	102,979	(37)	881,634	471,101	(1,249,793)	(778,692)	102,942
204	WORKERS COMP	4,113,389	-	4,211,806	358,384	(456,801)	(98,418)	4,113,389
220	ANIMALS BEST FRIEND	86,751	(2,000)	73,232	23,925	(12,406)	11,519	84,751
225	HOTEL MOTEL FUND	-	-	-	257,927	(257,927)	-	-
230	CUSTOMER DEPOSITS	1,485,819	(1,485,819)	-	19,848	(19,848)	-	-
235	MUNICIPAL COURT	93,529	(93,529)	-	1,232	(1,232)	-	-
240	L & H BENEFITS	2,539,309	(60,304)	2,570,990	3,365,481	(3,457,466)	(91,985)	2,479,005
250	CAPITAL IMP REV BOND	2,477,939	(37,343,360)	(36,365,089)	5,740,366	(4,240,698)	1,499,669	(34,865,421)
269	2002 G.O. STREET BOND	60,344	-	191,585	1,628	(132,869)	(131,241)	60,344
270	2018 ELECTION G.O. BOND	8,046,816	(27,801)	8,421,966	140,643	(543,594)	(402,951)	8,019,015
271	2018 G.O. BONDS PROPRIETARY	422,359	(121,172)	314,522	5,418	(18,753)	(13,335)	301,187
272	2022 ISSUE G.O. BOND	1,313,146	(35,000)	2,513,068	20,293	(1,255,214)	(1,234,921)	1,278,146
310	DISASTER RELIEF	7,993,663	(195,794)	7,293,918	593,352	(89,401)	503,951	7,797,869
340	REVENUE BOND SINKING FUND	-	-	-	2,472,571	(2,472,571)	-	-
350	G. O. DEBT SERVICES	2,700,630	(14,576)	2,981,462	76,044	(371,452)	(295,408)	2,686,054
352	SOONER ROSE TIF	1,505,358	-	1,099,602	409,257	(3,500)	405,757	1,505,358
353	ECONOMIC DEV AUTHORITY	60,517,179	(50,643,024)	9,418,940	660,276	(205,062)	455,214	9,874,155
354	NORTHSIDE TIF	269,661	(267,076)	-	2,585	-	2,585	2,585
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	106,470,416	(18,772)	111,301,846	(2,309,787)	(2,540,414)	(4,850,201)	106,451,645
425-9050	MWC HOSP AUTH-DISCRETIONARY	21,949,926	(8,278)	22,013,675	254,198	(326,224)	(72,026)	21,941,649
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,744,326	-	10,858,612	10,066	(124,350)	(114,285)	10,744,327
425-9080	MWC HOSP AUTH GRANTS	651,586	-	93,916	557,667	3	557,671	651,586
	TOTAL	351,057,491	(92,631,818)	258,048,728	64,942,832	(64,565,885)	376,947	258,425,676



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 12, 2023
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager October 2023.

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 2023, which is the fourth (4) period of the FY 2023/2024.

Troy Bradley, Human Resources Director

FISCAL YEAR 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
PLAN INCOME												
Projected Budgeted (MTD)	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962
Actual (MTD)	842,448	830,192	859,381	837,643								
Projected Budgeted (YTD)	908,962	1,817,924	2,726,886	3,635,848	4,544,810	5,453,772	6,362,734	7,271,696	8,180,658	9,089,620	9,998,582	10,907,544
Actual (YTD)	842,448	1,672,640	2,532,021	3,369,664								
PLAN CLAIMS/ADMIN COSTS	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918
Actual (MTD)	955,777	772,922	874,065	858,857								
Projected Budgeted (YTD)	1,006,148	1,811,066	2,615,984	3,622,132	4,427,050	5,231,968	6,238,116	7,043,034	7,847,952	8,854,100	9,659,018	10,463,936
Actual (YTD)	955,777	1,728,699	2,602,764	3,461,621								
EXCESS INCOME vs. EXPENDITURES	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044
Actual (MTD)	-113,329	57,270	-14,684	-21,214	0	0	0	0	0	0	0	0
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743	-91,957								
FISCAL YEAR 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
PLAN INCOME												
Projected Budgeted (MTD)	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885
Actual (MTD)	790,434	884,482	800,157	807,616	807,917	792,497	798,910	798,616	800,050	821,430	804,100	841,808
Projected Budgeted (YTD)	821,885	1,643,770	2,465,655	3,287,540	4,109,425	4,931,310	5,753,195	6,575,080	7,396,965	8,218,850	9,040,735	9,862,620
Actual (YTD)	790,434	1,674,916	2,475,073	3,282,689	4,090,606	4,883,103	5,682,013	6,480,629	7,280,679	8,102,109	8,906,209	9,748,017
PLAN CLAIMS/ADMIN COSTS	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	744,605	930,756	744,605	930,756	744,605	744,605	930,756	744,605	744,605	744,605	930,756	744,605
Actual (MTD)	801,455	1,114,999	734,533	861,832	864,708	665,891	774,525	842,342	777,097	696,459	884,587	757,408
Projected Budgeted (YTD)	744,605	1,675,361	2,419,966	3,350,722	4,095,327	4,839,932	5,770,688	6,515,293	7,259,898	8,004,503	8,935,259	9,679,864
Actual (YTD)	801,455	1,916,454	2,650,987	3,512,819	4,377,527	5,043,418	5,817,943	6,660,285	7,437,382	8,133,841	9,018,428	9,775,836
EXCESS INCOME vs. EXPENDITURES	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	77,280	-108,871	77,280	-108,871	77,280	77,280	-108,871	77,280	77,280	77,280	-108,871	77,280
Actual (MTD)	-11,021	-230,517	65,624	-54,216	-56,791	126,606	24,385	-43,726	22,953	124,971	-80,487	84,400
Projected Budgeted (YTD)	77,280	-31,591	45,689	-63,182	14,098	91,378	-17,493	59,787	137,067	214,347	105,476	182,756
Actual (YTD)	-11,021	-241,538	-175,914	-230,130	-286,921	-160,315	-135,930	-179,656	-156,703	-31,732	-112,219	-27,819

Oct 4/FY 2024: \$2,473,285
 Oct 4/FY 2023: \$2,362,931
 Oct 4/FY 2022: \$1,651,530
 Oct 4/FY 2021: \$1,120,405

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

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

September 5, 2023 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on September 5, 2023 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Jim Smith
 Dee Collins

Commissioner absent: Dean Hinton
 Rick Rice

Staff present: Matthew Summers, Planning and Zoning Director
 Emily Richey, Current Planning Manager
 Petya Stefanoff, Comprehensive Planner
 Tami Anderson, Administrative Assistant
 Patrick Menefee, City Engineer

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 6:00 p.m.

B. MINUTES

1. A motion was made by J. Huskey seconded by D. Collins, to approve the minutes of the August, 2023 Planning Commission meeting as presented.
Voting aye: R. Smith, Huskey, Collins, J. Smith.
Nay: none. Motion carried.

C. ANNOUCEMENTS

1. Chairman Russell Smith welcomed Matt Summers the new Director of Planning and Zoning. Matt gave a brief history of his background.

D. DISCUSSION

1. Discussion, consideration, and possible action of a resolution to the Comprehensive Plan for the property at 9809 SE 15th Street to Commercial Land Use.

Emily stated that a resolution to the Comprehensive Plan was not included in the PC-2122 case file. This is just a little house cleaning.

A motion was made by J. Huskey seconded by D. Collins to recommend approval of this item.
Voting aye: R. Smith, Huskey, Collins, & J. Smith.
Nay: None. Motion Carried.

2. Discussion, consideration, and possible action of a resolution to the Comprehensive Plan for the property at 7210 NE 36th Street to Industrial Land Use.

Emily stated that a resolution to the Comprehensive Plan was not included in the PC-2123 case file. This is just a little house cleaning.

A motion was made by J. Huskey seconded by D. Collins to recommend approval of this item.
Voting aye: R. Smith, Huskey, Collins, & J. Smith.
Nay: None. Motion Carried.

3. (PC-2152) Public hearing, discussion, consideration, and possible action of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the (R-6) Single-Family Detached Residential District for the property described as a part of the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Twelve (12) North, Range Two (2) West, located at 9737 Oak Tree Terrace, Midwest City, Oklahoma.

The applicant, Ms. Tyrica Jones of 9739 Oak Tree Terrace, Midwest City, was present and addressed the commission.

General conversation regarding this item: Some of the concerns with this were the parking mitigation plan – as it would be a time slotted (2 hour visitation). No additional parking added. Ms. Tyrica is a registered nurse and will have another certified Medical aid on site. The ratio of staff to patient is 1:4. Emily Richey did mention that they did a walk through with several of the other departments and it was well received and Ms. Jones knows she will need to make any changes to the accommodations per the staff report notes if approved.

Chairman Russel was concerned on the level of care – the applicant was very adamant that it will improve for the level of care, it will be a 24/7 home care.

A motion was made by R. Smith, seconded by D. Collins to recommend Denial of this item.
Voting aye: R. Smith, Collins
Nay: J. Huskey, and J. Smith

Due a lack of majority in the vote on the motion and lack of additional motions from the Planning Commission, this item will be advanced to City Council on September 26th with no recommendation.

E. COMMISSION DISCUSSION:

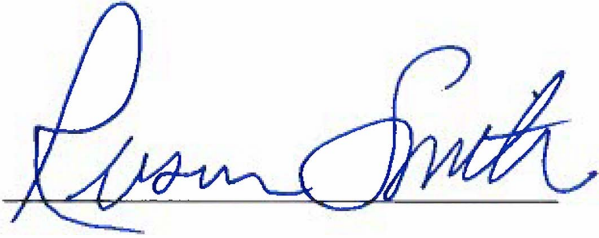
Planning Commission Board has asked the staff to look further into the ordinance regarding the Group home care facility. The zoning for Group homes.

F. PUBLIC DISCUSSION: None

G. FURTHER INFORMATION: None

H. ADJOURNMENT:

A motion to adjourn was made by J. Smith Seconded by J. Huskey.
Voting aye: R. Smith, Huskey, Collins, J. Smith.
Nay: None. Motion Carried.
The meeting adjourned at 6:28 p.m.

A handwritten signature in blue ink, appearing to read "Russel Smith", written over a horizontal line.

Chairman Russel Smith

(ta)

MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT SPECIAL MEETING
October 3rd, 2023 – 5:00 P.M.

This special meeting of the Midwest City Board of Adjustment was held in the City Court, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on October 3rd, 2023 with the following members present:

Present: Jess Huskey
 Frank Young
 Charles McDade
 Tammy Cook

Absent: Cy Valanejad

Staff present: Matt Summers – Planning and Zoning Director
 Emily Richey - Current Planning Manager
 Tami Anderson – Administrative Assistant

The meeting was called to order by Huskey at 5:10 P.M.

A. MINUTES:

A motion was made by Frank Young seconded by Charles McDade, to approve the minutes of the meeting of September 6th 2022 as presented.

Voting aye: Young, Huskey, McDade, & Cook

Nay: none.

B. NEW MATTERS:

1. (BA-413) Public hearing, discussion, consideration, and possible action of any possible amendment of an application for a variance/exception to the Midwest City Zoning Ordinance, Section 5.2.3. (B), Fencing and screening be a maximum of four (4) feet in height as measured from ground, a maximum of 50% opacity, location in relation to the front building line, and the use of wooden posts for the property described as a part of the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West, addressed as 624 S. Douglas Boulevard.

Staff gave a brief overview of this item.

The applicant, Veronica & Mike Gray, of 9101 Pine Creek Dr. was present and addressed the Board members.

Discussed the issue of all the golf balls that are coming across Douglas Blvd. from the John Conrad Golf Course onto their property. With this fence it will protect their vehicles and the

front of the house, also damaged storm windows. They had pictures for the board members to refer to.

The following people addressed the board:

Name – Linda

Address – 9000 6th St. Midwest City.

Discussed---They are in favor of them putting up the fence. They are neighbors across the street on 6th St. but agree with all the golf balls coming over Douglass Blvd.

There was general discussion about the application.

Meets all requirements.

A motion was made by Frank Young seconded by Charles McDade, to approve the variance/special exception for the fence as proposed.

Voting aye: Young, Huskey, McDade, & Cook.

Voting nay: None.

2. (BA-414) Public hearing, discussion, consideration, and possible action of any possible amendment of an application for a variance to the Midwest City Zoning Ordinance, Section 5.12. – Exterior Construction and Design Requirements (B), Masonry requirements for nonresidential uses- concerning the requirement that Office and Commercial Districts: Building shall consists of eighty (80) percent masonry materials for the property described as a part of the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twelve (12) North, Range Two (2) West, addressed as 9018 NE 10th Street.

Staff gave a brief overview of this item.

The applicant, Mark Ramsey, was present and addressed the Board members.

Address – 9018 NE 10th St.

He gave a brief overview of his property and a few pictures to the board. He explained that the building sits far enough back that the sides would not be seen from the street. He would like to use just Masonry on just the front of the building.

The following people addressed the board:

Name – Dan

Address – 9024 NE 10th St

Discussed--- He is the neighbor and has no problem with what he is asking for. He has lived there forever.

There was general discussion about the application.
The Board asked the Applicant about the variance criteria in Section 7.7.2 of the Zoning Regulations. The Board discussed the Applicant's statements and application materials in light of the criteria necessary for granting a variance.

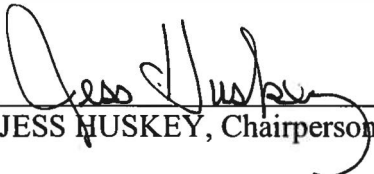
A motion was made by Frank Young seconded by Charles McDade, to deny the application for a variance based upon finding the application does not meet the necessary criteria in Section 7.7.2 of the Zoning Regulations.
Voting aye: Young, Huskey, McDade, & Cook.
Voting nay: None. Motion carried.

B. BOARD DISCUSSION: It was discussed that they would make these meetings a set time if needed per month – Third Tuesday at 5pm (Special Meeting)

C. PUBLIC DISCUSSION: None.

There being no further business, a motion was made by Cook seconded by McDade, to adjourn the meeting.
Voting aye Young, Huskey, McDade, & Cook.
Nay: none. Motion carried.

The meeting adjourned at 5:51 P.M.



JESS HUSKEY, Chairperson

(TA)



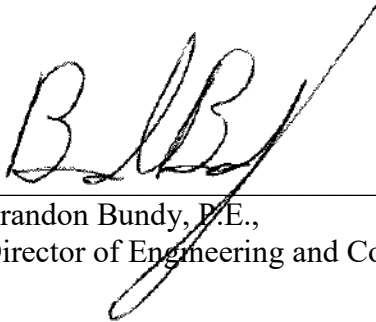
**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : December 12, 2023

SUBJECT : Monthly Residential and Commercial Building report for October 2023



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



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 10/1/2023 to 10/31/2023

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Com Demolition Permit	\$0.00
1	Com Driveway Permit	\$0.00
9	Com General Electrical Permit	\$0.00
9	Com General Mechanical Permit	\$0.00
8	Com General Plumbing Permit	\$0.00
7	Com New Const Bldg Permit	\$48,000,000.00
2	Com New Const Electrical Permit	\$0.00
7	Com Remodel Bldg Permit	\$2,400,000.00
1	Com Roofing Permit	\$50,000.00
9	Com Sign Permit	\$7,700.00
Total Value of Building - Commercial & Industrial:		50,457,700.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
6	Res Accessory Bldg Permit	\$30,500.00
5	Res Carport Permit	\$16,300.00
1	Res Demolition Permit	\$0.00
3	Res Driveway Permit	
6	Res Fence Permit	\$35,550.00
32	Res General Electrical Permit	\$0.00
16	Res General Mechanical Permit	\$0.00
52	Res General Plumbing Permit	\$0.00
8	Res New Const Electrical Permit	\$0.00
9	Res New Const Mechanical Permit	\$0.00
1	Res New Const Plumbing Permit	\$0.00
27	Res Roofing Permit	\$297,200.00
2	Res Single-Fam New Const Bldg Permit	\$514,000.00
15	Res Single-Fam Remodel Building Permit	\$499,331.00
3	Res Storm Shelter Permit	\$11,420.00
Total Value of Building - Residential:		1,404,301.00

Grand Total: \$51,862,001.00



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 10/1/2023 to 10/31/2023

Building - Commercial & Industrial

Com Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/26/23	1716 S SOONER RD, 73110	Midwest Wrecking	B-23-2907	\$0.00
				\$0.00

Com Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/16/23	6123 SE 15TH ST, 73110	RELIABLE RESIDENTIAL SERVICES LLC	B-23-2949	\$0.00
				\$0.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/23	7210 NE 36TH ST, MWC, OK, 73141	Troy Gough - ESI Design Services, Inc.	B-23-1471	\$48,000,000.00
10/5/23	7210 NE 36TH ST, 73141	Troy Gough	B-23-2872	\$0.00
10/5/23	7210 NE 36TH ST, 73141	Troy Gough	B-23-2870	\$0.00
10/5/23	7210 NE 36TH ST, 73141	Troy Gough	B-23-2873	\$0.00
10/5/23	7210 NE 36TH ST, 73141	Troy Gough	B-23-2874	\$0.00
10/24/23	7452 NE 23RD ST, OK, 73141	MATTHEW WEBER	B-23-2978	\$0.00
10/24/23	7452 NE 23RD ST, OK, 73141	MATTHEW WEBER	B-23-2976	\$0.00
				\$48,000,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/3/23	2801 PARKLAWN DR, 100, MWC, OK, 73110	Dayla Watson	B-23-2638	\$35,000.00
10/16/23	1010 S AIR DEPOT BLVD, 73110	Jeff Johnson (FORM Design Studio)	B-23-2735	\$350,000.00
10/20/23	2425 S DOUGLAS BLVD, 73130	Mark Burckel	B-23-2742	\$50,000.00
10/23/23	1201 S DOUGLAS BLVD, 73130	Brandon Tebo	B-23-2086	\$500,000.00
10/25/23	208 S DOUGLAS BLVD, C, 73130	Ernie Glotta	B-23-2596	\$665,000.00
10/26/23	6809 E RENO AVE, 73110	Matt Hedgren	B-23-1557	\$600,000.00
10/26/23	7199 SE 29TH ST, #103 MIDWEST CITY, OK, 0	Deena Hinton	B-23-0547	\$200,000.00
				\$2,400,000.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/19/23	9721 SE 29TH ST, 73130	WHITLOCK ROOFING & CONSTRUCTION	B-23-2995	\$50,000.00
				\$50,000.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/5/23	9104 SE 15TH ST, OK, 73130	Gail Scott	B-23-2758	\$0.00

10/5/23	9104 SE 15TH ST, OK, 73130	Gail Scott	B-23-2760	\$0.00
10/13/23	7331 SE 29TH ST, MIDWEST CITY, OK, 0	Leia Young	B-23-2839	\$1,500.00
10/13/23	7331 SE 29TH ST, 73110	Leia Young	B-23-2851	\$300.00
10/13/23	7331 SE 29TH ST, MIDWEST CITY, OK, 0	Leia Young	B-23-2853	\$300.00
10/13/23	7331 SE 29TH ST, MIDWEST CITY, OK, 0	Leia Young	B-23-2855	\$300.00
10/13/23	7331 SE 29TH ST, MIDWEST CITY, OK, 0	Leia Young	B-23-2856	\$300.00
10/18/23	200 S DOUGLAS BLVD, 73130	Mark Hansen - Sign Innovations	B-23-2542	\$3,500.00
10/26/23	7201 CAMBRIDGE DR, MWC, OK, 73110	William Dudgeon	B-23-2866	\$1,500.00
				\$7,700.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/23	809 E STEED DR, 73110	Steven L. Vail	B-23-2655	\$0.00
10/5/23	10501 NE 5TH ST, MWC, OK, 73130	Kirk Gaither	B-23-2763	\$14,000.00
10/26/23	10320 CATON PL, MWC, OK, 73130	RICHARD FRITZ	B-23-2968	\$2,000.00
10/27/23	9117 PINE CREEK DR, MWC, OK, 73130	Kyle Valdez	B-23-2898	\$2,000.00
10/31/23	512 WILSON DR, 73110	KUEFFLER, KERRY S	B-23-3029	\$8,000.00
10/31/23	1808 RULANE DR, 73110	Mike McNurlen	B-23-2653	\$4,500.00
				\$30,500.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/3/23	1507 LLOYD DR, 73130	Ron Goodson	B-23-2602	\$3,000.00
10/4/23	2320 N TOWRY DR, 73110	Steve Weaver	B-23-2717	\$4,000.00
10/9/23	10608 LE JEAN, MWC, OK, 73130	Christopher Wadowsky	B-23-2784	\$4,500.00
10/9/23	504 MORAINA AVE, 73130	LOPEZ, ANTONIO	B-23-2807	\$700.00
10/30/23	525 E FAIRCHILD DR, MWC, OK, 73110	Chad Lower	B-23-2913	\$4,100.00
				\$16,300.00

Res Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/11/23	12135 YOUNG RD, MWC, OK, 73130	Rios Junk Removal	B-23-2571	\$0.00
				\$0.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/17/23	2409 FOREST GLEN DR, 73020	AM CONSTRUCTION LLC	B-23-2962	
10/19/23	601 W IDYLWILD DR, 73110	SHEPPARD CONCRETE	B-23-2990	
10/19/23	5804 SE 8TH ST, 73110	SHEPPARD CONCRETE	B-23-2991	

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/4/23	316 N POST RD, 73130	Les Chateaux LLC	B-23-2789	\$10,000.00
10/9/23	9616 NE 3RD PL, MWC, OK, 73130	Aaron Howell	B-23-2822	\$4,250.00
10/12/23	9400 NE 28TH ST, 73141	TRAVIS W SWEET	B-23-2743	\$1,300.00
10/18/23	101 E RICKENBACKER DR, MWC, OK, 73110	Cynthia Hernandez	B-22-0861	\$2,000.00
10/24/23	9900 NE 7TH ST, 73130	Logan clements	B-23-2752	\$15,000.00
10/31/23	2120 SANDRA DR, MWC, OK, 73110	Rigoberto Campbell	B-23-2751	\$3,000.00

\$35,550.00**Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/2/23	201 OAK ST, 73110	SALINAS, ALEJANDRO	B-23-2833	
10/3/23	1725 SERENADE DR, 73130	MHM CONSTRUCTION INC	B-23-2849	\$7,900.00
10/4/23	736 WOODLAND DR, 73130	GUARDIAN ROOFING & CONSTR	B-23-2868	\$7,800.00
10/5/23	1309 NOTTOWAY DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2882	\$21,500.00
10/5/23	2047 YORKSHIRE DR, 73130	TRIPLE DIAMOND CONSTRUCTION LLC	B-23-2887	
10/5/23	11626 MARK ST, 73130	TRIPLE DIAMOND CONSTRUCTION LLC	B-23-2888	
10/11/23	3604 MT PLEASANT DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2915	
10/11/23	1276 THREE OAKS CIR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2924	\$35,000.00
10/11/23	2228 HIGHLAND RD, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2925	\$11,000.00
10/11/23	10327 HAVEN CIR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2926	\$13,500.00
10/11/23	2433 CHERRY LN, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2927	\$12,000.00
10/11/23	1216 WOODLANE DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2928	\$9,000.00
10/16/23	9400 EMILY LN, 73130	TRIPLE DIAMOND CONSTRUCTION LLC	B-23-2947	\$31,000.00
10/16/23	1620 STRAWBERRY HILL, 73130	M2 CONSTRUCTION & MNGMT LLC	B-23-2948	
10/16/23	9928 FOX FAIR HOLLOW, 73130	TRIPLE DIAMOND CONSTRUCTION LLC	B-23-2960	
10/18/23	3705 OAK GROVE, 73110	PREMIER ROOFING COMPANY	B-23-2983	
10/18/23	816 S POST RD, 73130	LOVE, RICHARD	B-23-2985	\$6,000.00
10/19/23	3824 ROSEWOOD CT, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2992	\$11,000.00
10/19/23	1401 CHRISTINE DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2993	\$8,500.00
10/19/23	1132 HAWTHORNE DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2994	\$11,000.00
10/19/23	12424 HASTINGS RD, 73130	LANES ROOFING & CONSTRUCTION	B-23-2996	\$22,000.00
10/24/23	3217 N PEEBLY DR, 73110	NS ROOFING LLC	B-23-3024	\$20,000.00
10/25/23	809 SLIM DR, 73130	777 ROOFING & CONSTRUCTION LLC	B-23-3057	
10/27/23	10021 OAK PARK DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3067	\$20,000.00
10/27/23	2009 ALBERT DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3068	\$16,000.00

10/27/23	3004 GLENVALLEY DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3069	\$21,000.00
10/27/23	8912 NE 4TH ST, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-3070	\$13,000.00

\$297,200.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/5/23	2424 FOREST GLEN DR, MWC, OK, 73020	Swm & Sons	B-23-2677	\$260,000.00
10/5/23	8901 WOODBRIAR PL, MWC, OK, 73110	Swm & Sons	B-23-2678	\$254,000.00

\$514,000.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/2/23	2009 TURNER DR, MWC, OK, 73110	Shawn Harmon AVVIO	B-23-2681	\$39,158.00
10/3/23	407 E ROSE DR, 73110	Jessica Elkins, GREEN LIGHT SOLAR	B-23-2679	\$52,382.00
10/3/23	1713 THOMPSON DR, MWC, OK, 73110	John Harrell ANOVA HOME LLC	B-23-2714	\$23,959.00
10/3/23	404 COUNTRY CLUB CIR, MWC, OK, 73110	Elizabeth Lyle	B-23-2241	\$32,338.00
10/10/23	10504 TUMILTY TER, 73130	Kevin Leeper OKIE SOLAR	B-23-2441	\$50,000.00
10/17/23	644 LLOYD AVE, MWC, OK, 73130	Zach Pierce ECOVOLE	B-23-1478	\$24,000.00
10/23/23	709 SAINT PAUL AVE, MIDWEST CITY, OK, 73130	Lloyd Gildon	B-23-2577	\$50,000.00
10/23/23	11537 CARLTON CT, 73130	HARKINS, CRUSTY LEE - STARRY SOLAR	B-23-2901	\$89,840.00
10/24/23	645 LOTUS AVE, MWC, OK, 73130	Shawn Harmon AVVIO	B-23-2871	\$11,194.00
10/24/23	112 GILL DR, MWC, OK, 73110	Shawn Harmon AVVIO	B-23-2821	\$36,967.00
10/24/23	10472 TURTLE BACK DR, MIDWEST CITY, OK, 0	Shawn Harmon AVVIO	B-23-2890	\$30,383.00
10/24/23	1112 N RED BUD DR, MWC, OK, 73110	Heith Neil Jackson	B-23-2921	\$5,000.00
10/25/23	1119 TIMBER RD, 73130	Bret Anthony Duplantis	B-23-2903	\$32,000.00
10/27/23	1319 DAMRON DR, MWC, OK, 73110	HENNESSEY, EDWARD ION DEVELOPER	B-23-2813	\$6,720.00
10/30/23	9535 CARDINAL PL, MWC, OK, 73130	John Harrell ANOVA HOME LLC	B-23-2940	\$15,390.00

\$499,331.00

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
10/9/23	12485 NATIVE HILL DR, 73020	morgan Fricke	B-23-2841	\$4,425.00
10/11/23	12484 LAKOTA DR, MIDWEST CITY, OK, 73020	TERRENCE SMITH	B-23-2894	\$3,000.00
10/30/23	9022 N TIMBERVIEW DR, MWC, OK, 73130	Renay Reed for Stephen Steward	B-23-2967	\$3,995.00

\$11,420.00

Grand Total: \$51,862,001.00



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 10/1/2023 to 10/31/2023

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	2
Building/Electrical General Inspection	11
Buildings - CO Inspection & Sign Off	8
Buildings - CO Reinspection & Sign Off	6
Com Building Final Inspection	4
Com Building Final Reinspection	3
Com Driveway Inspection	1
Com Duct Smoke Detector Test/Inspection (Building)	2
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	3
Com Electrical Ground Inspection	2
Com Electrical Rough-in Inspection	4
Com Electrical Rough-in Reinspection	1
Com Electrical Service Inspection	6
Com Electrical Service Reinspection	2
Com Fence Inspection	1
Com Fence Reinspection	1
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Rough Inspection	1
Com Footing & Building Setback Inspection	3
Com Gas Piping Inspection	2
Com Grease Trap Final Inspection	1
Com Grease Trap Rough Inspection (Building)	2
Com Grease Trap Rough Inspection (Line Maintenance)	2
Com Grease Trap Rough Reinspection (Building)	2
Com Grease Trap Rough Reinspection (Line Maintenance)	2
Com Mechanical Ceiling Inspection	1
Com Mechanical Final Inspection	1
Com Plumbing Final Inspection	3
Com Plumbing Final Reinspection	1
Com Plumbing Ground Inspection	3
Com Plumbing Ground Reinspection	1
Com Plumbing Rough-in Inspection	2
Com Plumbing Rough-in Reinspection	1
Com Sewer Service Inspection	1
Com Stormwater Site Inspection	2
Com Vent Hood Final Inspection (Building)	1
Com Vent Hood Final Inspection (Fire Marshal)	1
Com Water Service Line Inspection	5
Commercial Meter Tap Inspection	6
County Health - CO Inspection & Sign Off	2
Electrical Generator Inspection	1
Fire - CO Inspection & Sign Off	8
Fire - CO Reinspection & Sign Off	3
Fire Marshal General Inspection	5

General Inspection	9
Hot Water Tank Inspection	14
Hot Water Tank Reinspection	3
Line Maintenance General Inspection	1
Mechanical Change Out Inspection	12
Mechanical Change Out Reinspection	1
Planning - CO Inspection & Sign Off	15
Planning General Inspection	1
Plumbing/Mechanical General Inspection	4
Pre-Con Site Inspection/Meeting	4
Res Building Final Inspection	20
Res Building Final Reinspection	2
Res Carport Inspection	1
Res Drainage1 Inspection	5
Res Drainage1 Reinspection	2
Res Drainage2 Inspection	8
Res Drainage3 Inspection	5
Res Drainage4 Inspection	5
Res Drainage4 Reinspection	1
Res Drainage5 Inspection	6
Res Driveway Inspection	2
Res Electrical Final Inspection	23
Res Electrical Final Reinspection	10
Res Electrical Ground Inspection	2
Res Electrical Ground Reinspection	1
Res Electrical Pool Bonding Inspection	1
Res Electrical Rough-in Inspection	10
Res Electrical Rough-in Reinspection	8
Res Electrical Service Inspection	41
Res Electrical Service Reinspection	14
Res Fence Inspection	1
Res Footing & Building Setback Inspection	3
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	11
Res Framing Reinspection	2
Res Gas Meter Inspection	1
Res Gas Piping Inspection	23
Res Gas Piping Reinspection	3
Res Insulation Inspection	4
Res Mechanical Final Inspection	13
Res Mechanical Final Reinspection	5
Res Mechanical Rough-in Inspection	13
Res Mechanical Rough-in Reinspection	1
Res Plumbing Final Inspection	12
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	2
Res Plumbing Rough-in Inspection	13
Res Plumbing Rough-in Reinspection	4
Res Roofing Inspection	21
Res Roofing Reinspection	2
Res Sewer Service Inspection	10
Res Sewer Service Reinspection	1
Res Storm Shelter Inspection	2
Res Temporary Electrical Pole Inspection	4
Res Temporary Electrical Pole Reinspection	2
Res Termite Inspection	4
Res Water Service Line Inspection	10

Res Water Service Line Reinspection	1
Residential Meter Tap Inspection	3
Sewer Cap Inspection	2
Sewer Cap/Cave Inspection	2
Sign Inspection	2
Utilities - CO Inspection & Sign Off	8
<hr/>	
Total Number of Inspections:	543

Copies of the agenda for this meeting were posted at City Hall, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY PARK LAND REVIEW COMMITTEE
SPECIAL MEETING**

October 13, 2021 - 4:00 p.m.

This meeting of the Midwest City Park Land Review Committee was held in the Council Chambers, Midwest City, Oklahoma County, Oklahoma, on October 13, 2021 at 4:00 p.m., with the following members present:

Present: Carolyn Burkes
Suzi Byrne
Jess Huskey
Casey Hurt

Absent: Charlie Hartley

Staff present: Kellie Gilles, Planning Manager
Michael Pugh, Engineering Intern

A. CALL TO ORDER:

The meeting was called to order by Chairperson Burkes at 4:00 p.m.

B. MINUTES:

1. A motion was made by Huskey, seconded by Byrne to approve the minutes of the August 19, 2021 meeting. Voting Aye: Huskey, Burkes, Hurt and Byrne. Nay: None. Motion carried.

C. NEW MATTERS:

1. (PC –2101) Discussion and consideration of a request to submit a fee in lieu of park land dedication for the proposed Cypress Village Preliminary Plat located in the SW/4 of Section 6, T-11-N, R-1-W, addressed as 1120 S. Post and 10100 E 10th Street.

Staff presented a brief overview of this request. The applicant's representative, Mark Grubbs of 1800 S. Sara Rd., Yukon, was present. There was general discussion about the item. A motion was made by Byrne, seconded by Huskey, to approve a fee in lieu of park land dedication in conjunction with the Cypress Village Preliminary Plat as referenced in PC-2101. Voting aye: Burkes, Huskey, Hurt and Byrne. Nay: None. Motion passed.

C. COMMITTEE DISCUSSION:

- E. Adjournment:** A motion was made by Huskey, seconded by Chairperson Byrne to adjourn the meeting. Voting aye: Huskey, Burkes, Hurtand Byrne. Nay: None. Motion passed.

The meeting adjourned at 4:18 p.m.



KG



MUNICIPAL AUTHORITY AGENDA

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

December 12, 2023 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration, and possible action to approve the November 14, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Sewer Construction Fund, expenditures/Sewer Construction (46) \$169,000. Sanitation Fund, expenditures/Sanitation (41) \$72,013. Stormwater Fund, revenue/Miscellaneous (00) \$1,000; expenditures/Stormwater (61) \$1,000. Wastewater Fund, expenditures/Wastewater (43) \$402,913. (Finance - T. Cromar)

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving, amending, revising, or rejecting a Resolution authorizing the issuance of not to exceed \$4,000,000.00 Midwest City Municipal Authority Promissory Note, Series 2024; approving a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement to be drafted by Bond Counsel and Authorizing the execution and delivery by the Authority; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto. (Public Works - R. Paul Streets)
2. Discussion, consideration, and possible action of awarding a bid and entering into a contract with Standard Roofing Co., in the amount of \$894,531.00 to replace the roof of the Main Control Building at the Water Resource Recovery Facility. (R. Paul Streets - Public Works)

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

E. FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel at the Reed Center for the period ending October 31, 2023. (Director of Operations - R. Rushing)

F. ADJOURNMENT.



CONSENT AGENDA



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

**Midwest City Municipal Authority Minutes
November 14, 2023**

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

Chairman Matt Dukes called the meeting to order at 7:22 PM with following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the October 24, 2023 meeting minutes.

Eads made a motion to approve the minutes, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Water Fund, revenue /Transfers In (42) \$1,300,000; expenditures/Water (42) \$1,300,000. Wastewater Fund, revenue/Transfers In (43) \$375,000; expenditures/Wastewater (43) \$375,000. Stormwater Fund, revenue/Transfers In (61) \$325,000; expenditures/Stormwater (61) \$325,000. Water Fund, expenditures/Water (42) \$300,000. Wastewater Fund, expenditures/Wastewater (43) \$375,000.

Eads made a motion to approve the adjustments, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

3. Discussion, consideration, and possible action of awarding the bid to and approving a professional services contract with Howard Construction, Inc., in the amount of \$169,000.00 to drain and clean the West Reactors of the Moving Bed Biofilm Reactor and install WavTex™ at the Water Resource Recovery Facility.

Streets and Lyon addressed the Council. After Staff and Council discussion, Reed made a motion to approve bid and award contract, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

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

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 7:26 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: December 12, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Sewer Construction Fund, expenditures/Sewer Construction (46) \$169,000. Sanitation Fund, expenditures/Sanitation (41) \$72,013. Stormwater Fund, revenue/Miscellaneous (00) \$1,000; expenditures/Stormwater (61) \$1,000. Wastewater Fund, expenditures/Wastewater (43) \$402,913.

The first supplement is needed to budget new project for MBBR cleaning and installation at the Water Resource Recovery Facility. The second supplement is needed to increase budget for waste collection truck over original estimate. The third supplement is needed to budget receipt of Keep Oklahoma Beautiful Award to be used for creation of mural. The fourth supplement is needed to increase budget for replacement of roof at Water Resources Recovery Facility to amount of actual estimate.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

December 12, 2023

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
46	Sewer Construction			169,000	
		<u>0</u>	<u>0</u>	<u>169,000</u>	<u>0</u>
<p>Explanation: To budget new project for MBBR cleaning and installation. Funding to come from fund balance.</p>					

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			72,013	
		<u>0</u>	<u>0</u>	<u>72,013</u>	<u>0</u>
<p>Explanation: To increase budget for waste collection truck over original estimate. Funding to come from fund balance.</p>					

Fund STORMWATER (061)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Miscellaneous	1,000			
61	Stormwater			1,000	
		<u>1,000</u>	<u>0</u>	<u>1,000</u>	<u>0</u>
<p>Explanation: To budget receipt of Keep Oklahoma Beautiful Award to be used for creation of mural.</p>					

SUPPLEMENTS

December 12, 2023

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Wastewater			402,913	
		<u>0</u>	<u>0</u>	<u>402,913</u>	<u>0</u>

Explanation:
 To increase budget for replacement of roof at Water Resources Recovery Facility to amount of actual estimate. Funding to come from fund balance.



DISCUSSION ITEMS





Public Works Administration

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

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

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

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: December 12, 2023

Subject: Discussion, consideration, and possible action of approving, amending, revising, or rejecting a Resolution authorizing the issuance of not to exceed \$4,000,000.00 Midwest City Municipal Authority Promissory Note, Series 2024; authorizing the Chairman of the Authority to execute a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement as drafted by Bond Counsel and Authorizing the execution and delivery by the Authority; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto.

The Oklahoma Water Resources Board is accepting applications for eligible water and wastewater projects that require funding through the Financial Assistance Program (FAP). The Midwest City Municipal Authority has several eligible projects that could be funded through the FAP. The Municipal Authority's application will be directed toward water system improvements, specifically extending water service to the northwest side of the city to include the Water Resources Recovery Facility and Centrillium.

The following resolution is required to submit an application and authorizes Bond Counsel to draft a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement to be executed and delivered by the Municipal Authority Chairman at loan closing.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY MET IN REGULAR SESSION IN CITY COUNCIL CHAMBERS, AT CITY HALL, 100 N MIDWEST BLVD., IN THE CITY OF MIDWEST CITY, OKLAHOMA, ON THE 12TH DAY OF DECEMBER, 2023, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regularly scheduled meetings of the Authority for the calendar year 2023 having been given to the City Clerk of Midwest City, Oklahoma and the Agenda of this meeting having been posted in prominent view on the doors to City Hall, 100 N Midwest Blvd., Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, a Resolution was introduced and read in full and considered by sections. Upon motion of Trustee _____, seconded by Trustee _____, the Resolution was finally passed with the following vote:

AYE:

NAY:

THEREUPON, the Resolution was signed by the Chairman of Trustees of the Authority and attested and sealed with the seal of the Authority by the Secretary of Trustees and is as follows:

RESOLUTION #

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,000,000.00 MIDWEST CITY MUNICIPAL AUTHORITY PROMISSORY NOTE, SERIES 2024; APPROVING A LOAN AGREEMENT, PROMISSORY NOTE, SECURITY AGREEMENT, AND SALES TAX AGREEMENT TO BE DRAFTED BY BOND COUNSEL AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE AUTHORITY AND AUTHORIZING SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AUTHORIZING THE SALE OF THE NOTE TO THE OKLAHOMA WATER RESOURCES BOARD AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Midwest City Municipal Authority (the "Authority") was created by a Trust Indenture, dated as of July 23, 1968 (the "Trust Indenture") for the use and benefit of the City of Midwest City, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has determined that, in order to provide funds for making necessary improvements to the water system leased to the Authority by the City, it will issue its Promissory Note, Series 2024 (the "Note"), in the aggregate principal amount of not to exceed \$4,000,000.00; and

WHEREAS, the Authority has determined in connection with the issuance of the Note that Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma, as Bond Counsel (the "Bond Counsel") and BOK Financial Securities, Inc., as financial advisors (the "Financial Advisor"), provide necessary bond counsel services and financial advisory services to the Authority in connection with the issuance of the Note;

WHEREAS, Bond Counsel is directed to draft a Loan Agreement between the Authority and the Oklahoma Water Resources Board ("OWRB"), a Note between the Authority and OWRB, a Security Agreement between the Authority and OWRB, and Sales Tax Agreement between the Authority and the City (collectively the "Loan Documents"), authorizing and providing for the issuance of and security for the Note.

BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

Section 1. The general counsel, Bond Counsel, Financial Advisor, and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the application for loan to the Oklahoma Water Resources Board and for the sale, issuance and delivery of the Note.

Section 2. The Loan Documents to be drafted by Bond Counsel are approved, and the Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Loan Documents and other documents and agreements in said forms and containing substantially the terms and provisions as shall be approved by the officers executing the Loan Documents and other documents and agreements, the execution thereof by such officers being conclusive evidence of such approval, and to execute and deliver in the name and on behalf of the Authority all documents, closing papers, certificates and such other documents as are necessary to accomplish the issuance and sale of the Note.

Section 3. The signatures of the officers of the Authority appearing on the Loan Documents and documents and other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the Authority.

Section 4. The Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized and empowered for and on behalf of the Authority, to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to carry out and perform the Loan Documents and any contracts, documents, or instruments executed and delivered in connection with the issuance of the Note, and to effect the purposes thereof and to consummate the transactions contemplated thereby.

Section 5. It is hereby determined to be necessary and in the best interest of the trust estate that the Note be issued in the aggregate principal amount of not to exceed \$4,000,000.00, the exact principal amount thereof, the maturity date thereof, not to exceed thirty (30) years, and the average rate of interest thereon, not to exceed 7.0% per annum, to be determined by the Chairman or Vice Chairman of Trustees of the Authority as set forth in the Note. It is further hereby determined to be necessary and in the best interest of the trust estate that the Note be issued and sold to the OWRB at a price equal to one hundred percent (100%) of the principal amount thereof and the issuance and sale of the Note is hereby specifically approved.

ADOPTED the 12th day of December, 2023.

ATTEST:

Chairman of Trustees

Secretary of Trustees

(SEAL)

Approved as to Form:

Authority Counsel

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Secretary of Trustees of the Midwest City Municipal Authority hereby certify that the foregoing is a true, correct and complete copy of a Resolution of the Trustees of the Authority held on the date therein stated as the same appears in the minutes of said meeting on file in my office as a part of the official records thereof.

I further certify that a true and complete copy of the schedule of regularly scheduled meetings of the Authority for calendar year 2023 attached hereto as Exhibit "A" was filed in the office of the City Clerk of the City of Midwest City, Oklahoma.

I further certify that a true and correct copy of the Agenda attached hereto as Exhibit "B" was posted in prominent public view on the doors to City Hall, 100 N Midwest Blvd., Midwest City, Oklahoma, twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sunday, and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

WITNESS my hand and seal of said Authority this 12th day of December, 2023.

Secretary of Trustees

(SEAL)



Public Works Administration

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

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

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

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: December 12, 2023

Subject: Discussion, consideration, and possible action of awarding a bid and entering into a contract with Standard Roofing Company, in the amount of \$894,531.00 to replace the roof of the Main Control Building at the Water Resource Recovery Facility.

The attached contract is for construction services associated with replacing the roof of the Main Control Building at the Water Resource Recovery Facility (WRRF). The current roof is more than 20 years old and continues to leak despite all efforts to repair it.

The bid opening occurred on November 30, 2023, for the above referenced project. Five (5) bids were received. Staff recommends award of the bid to Standard Roofing Company, which submitted the lowest and best bid that met specifications, in the amount of \$894,531.00.

The contract and bid tabulations are attached. Funds for this project are available in Account # 192-4310-432.40-14, Project # 432209.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

Bid Tabulation for Midwest City Water Resources Recovery Facility Main Control Building Roof Replacement

Bid Opening: November 30, 2023

ITEM No.	ITEM	Engineer's Estimate		Aduddell Industries		Alva Roofing		Oklahoma Roofing and Sheet Metal, Inc.		Standard Roofing Co.		Universal Roofing	
		COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT
	Roof Replacement - Base Bid	\$500,000.00	LS	\$1,130,349.00	LS	\$1,100,000.00	LS	\$966,040.00	LS	\$894,531.00	LS	\$1,085,300.00	LS
	Optional Items												
1	Metal Deck Patch using 16 gauge metal plate		SF	\$12.00	SF	\$12.00	SF	\$8.00	SF	\$8.00	SF	\$8.50	SF
2	Metal Deck Replacement		SF	\$16.00	SF	\$12.00	SF	\$15.00	SF	\$18.00	SF	\$17.50	SF
3	Lightweight Insulating Concrete Patch using 1.5" Polyisocyanurate		SF	\$9.50	SF	\$20.00	SF	\$3.50	SF	\$4.00	SF	\$7.50	SF
4	Concrete Decking (Metal overlay to eliminate old penetrations)		LF	\$8.00	LF	\$10.00	LF	\$6.50	LF	\$20.00	SF	\$34.00	LF
5	Pressure Treated 2x4 Replacement		LF	\$7.50	LF	\$6.00	LF	\$3.50	LF	\$4.00	LF	\$5.50	LF
6	Pressure Treated 2x6 Replacement		LF	\$9.50	LF	\$8.00	LF	\$4.50	LF	\$5.00	LF	\$6.50	LF
	Skylight Lens Replacement									\$6,000.00	LS		
	Total:	\$500,000.00		\$1,130,349.00		\$1,100,000.00		\$966,040.00		\$894,531.00		\$1,085,300.00	

CONSTRUCTION SERVICES AGREEMENT
between
Standard Business Holdings, LLC d/b/a Standard Roofing Company
And
MIDWEST CITY MUNICIPAL AUTHORITY

THIS CONSTRUCTION SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Authority**”), and Standard Business Holdings, LLC d/b/a Standard Roofing Company (hereinafter referred to as “**Service Provider**”) (**Authority** and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Authority is in need of the following construction services: Water Resources Recovery Facility Main Control Building Roof Replacement; and

WHEREAS, Service Provider is in the business of providing construction services that is needed by the **Authority**; and

WHEREAS, the Authority and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Authority** the requested construction services; and

WHEREAS, Authority hereby retains **Service Provider** to provide construction services as an independent contractor; and

WHEREAS, Service Provider agrees to provide the **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFB and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority

CONSTRUCTION SERVICES AGREEMENT
between
Standard Business Holdings, LLC d/b/a Standard Roofing Company
And
MIDWEST CITY MUNICIPAL AUTHORITY

services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The Authority shall meet with Service Provider to identify service needs on a project by project basis. Service Provider will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The Authority may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the Service Provider shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the Service Provider will issue an invoice to the Authority and, upon approval of the invoice, the Authority will pay the invoice. Upon completion of each Project and provision to the Authority of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the Authority shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by Service Provider to the Authority. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the Authority and the Service Provider with respect to the services, products, solutions and deliverables to be provided by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or provision in any

CONSTRUCTION SERVICES AGREEMENT
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Standard Business Holdings, LLC d/b/a Standard Roofing Company
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MIDWEST CITY MUNICIPAL AUTHORITY

Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto,

CONSTRUCTION SERVICES AGREEMENT
between
Standard Business Holdings, LLC d/b/a Standard Roofing Company
And
MIDWEST CITY MUNICIPAL AUTHORITY

pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Authority** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent

CONSTRUCTION SERVICES AGREEMENT
between
Standard Business Holdings, LLC d/b/a Standard Roofing Company
And
MIDWEST CITY MUNICIPAL AUTHORITY

contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for the *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in

CONSTRUCTION SERVICES AGREEMENT
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Standard Business Holdings, LLC d/b/a Standard Roofing Company
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accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work,

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services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

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B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may

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appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or

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property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any

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person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Midwest City Municipal Authority, Secretary
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Danny Webb, Vice President
Standard Business Holdings, LLC d/b/a Standard Roofing Company
19 NW 16th Street
Oklahoma City, OK 73103

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be

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responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

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16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

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for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation.

Construction Services Agreement with Standard Business Holdings, LLC d/b/a Standard Roofing Company

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Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

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25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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CONSTRUCTION SERVICES AGREEMENT
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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Standard Business Holdings, LLC d/b/a Standard Roofing Company

By: _____

Name: _____

Title: _____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

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APPROVED by the Council and **SIGNED** by the Chairman for the Midwest City Municipal Authority this _____ day of _____, 2023.

MIDWEST CITY MUNICIPAL AUTHORITY

MAYOR/CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachment A

SCOPE OF WORK

For

Water Resources Recovery Facility (WRRF)

Main Control Building Roof Replacement

7420 NE 36th Street

Midwest City, OK 73134

The purpose of this specification is to qualify the materials and labor to properly replace the roof of the WRRF Main Control Building.

Certificates of Insurance must be included with your bid. Liability requirements are \$125,000 per claim and \$1,000,000 per occurrence. Workers Compensation must meet statutory requirements.

SCOPE OF WORK:

Modified Bituminous Roof System: 2+1 Configuration

Burmastic Composite Ply HT/POWERPly Endure 200 FR Cap Sheet in Premium Type IV Hot Asphalt

- Complete tear off of existing roof to expose the concrete/metal decks.
- Remove all obsolete skylights, curbs and equipment that have been identified by the owner.
- Deck repairs will be made by a square foot unit cost line item on bid form.
- **Concrete Decks: Install 1 layer** of PowerPly HD Base Sheet in the Premium Hot Bitumen Type IV at a rate of 25lbs. per Sq.
- **Metal Roof:** decks as identified (**Must Field Verify**), Mechanically fasten (16 fasteners per board) Polyisocyanurate to the metal decking.
- Using TremPrime WB, or approved comparable product, prime the concrete deck in accordance with the material data sheet application rates.
- Starting with a minimum of 1" at the drain bowl, install the ¼" on 12" tapered insulation and crickets no less the ½" on 12", and ½" Securock/DenDeck Prime in Premium Type IV Hot Bitumen at a required rate of 30 lbs per sq.
- Install two layers of the Burmastic Composite Ply HT in the Premium Hot Bitumen Type IV at a rate of 25lbs per Sq per layer. Starting at the lowest point, install the ply sheets in a shingled application patterning to ensure water doesn't run alongside or against the ply sheets.
- Install the POWERPly Endure 200 FR Granular Cap Sheet in Premium Type IV at a rate of 25 lbs per Square. Starting at the lowest point, install the ply sheets in a shingled application patterning to ensure water doesn't run alongside or against the ply sheets.
- Heat-weld all laps MB Cap Sheet Laps.

Liquid Applied Membrane Installation: Perimeter Flashings/Penetrations/Drain Sumps

Install the AlphaGuard PUMA, liquid applied membrane system to all flashings, pipe penetrations, drain sumps.

NOTES:

- Tremco, or approved comparable product, metal coping and perimeter metal edge to match
- Roll Materials in with a 75 lb Roller
- Tremco 20yr. QA+ Warranty and TremCare Package, or approved comparable product and warranty

Hot Asphalt Type IV Roofing Membrane Installation

1. Hot Asphalt Installation, General

- a. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- b. Coordinate installation of roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- c. At end of each day's work, provide tie-offs to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement, with joints and edges sealed.
 - i. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - ii. Remove and discard temporary seals before beginning work on adjoining roofing.
- d. Substrate-Joint Penetrations: Prevent roofing asphalt and adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

2. Base Ply or Base Membrane Installation

- a. Install base ply sheet(s) or Modified Base Membrane starting at low point of roofing system. Align each ply/membrane without stretching. Extend sheet(s) over and terminate beyond cants.
- b. Shingle side laps of base/ply membrane sheets uniformly to ensure that required number of sheets covers substrate at any point. Shingle in direction to shed water.
- c. Embed each ply/base membrane sheet in full coverage of Premium Hot Bitumen Type IV at a rate of 25lbs.
- d. Roll Modified Base Membrane with 75lb roller. Base Ply Sheets shall be pressed into place to ensure full contact into ply adhesive.

3. HOT ASPHALT Modified Bitumen Membrane Installation

- a. Fully remove roll labels and install POWERply modified bituminous roofing membrane cap sheet, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
- b. Unroll roofing membrane sheets and allow them to relax for minimum time period required.
- c. Embed each ply sheet in Premium Hot Bitumen Type IV at a rate of 25lbs. applied in a full coverage of adhesive. Roll membrane into adhesive, do not "fly" or set membrane into adhesive.
- d. Immediately after installation, to ensure complete and continuous seal and contact between adhesive and ply sheets without wrinkles, fish-mouths or blisters:

- i.** Minimum 75-pound weighted roller shall be applied over entire adhered membrane.
- e.** Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Install roofing membrane sheets so side and end laps shed water. Completely bond and seal laps, leaving no voids.
- f.** Hot air welded side laps and end laps are required for this project, following Tremco's, or approved comparable manufacturer's, published procedure. Repair tears and voids in laps and lapped seams not completely sealed.
- g.** Apply roofing granules to cover exuded bead at laps.

Attachment B - Schedule of Fees

BID

Bid of Standard Business Holdings, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as Standard Roofing Company *

To the **Midwest City Municipal Authority** (hereinafter called "Authority"):

In compliance with your Notice to Bidders, BIDDER hereby proposes to perform all work associated with the following:

**Water Resources Recovery Facility (WRRF)
Main Control Building Roof Replacement
7420 NE 36th St.**

in strict accordance with the CONTRACT, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under the contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in NINETY (90) calendar days. BIDDER further agrees to pay as liquidated damages the sum of **fifty dollars (\$50.00) for each consecutive calendar day** thereafter during which the project is not completed.

BIDDER acknowledges receipt of the following ADDENDUM:

1. Addendum No. 1, dated 11/14/23.
2. Addendum No. 2, dated 11/24/23.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

*Insert "a corporation," "a partnership," or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the lump sum price as indicated below.

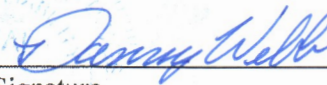
Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the Owner's Consultant, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to replace the roof at the WRRF Main Control Building located at 7420 NE 36th St, Midwest City, OK, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

5. Eight Hundred Ninety Four Thousand Five Hundred Thirty One Dollars (\$ 894,531.00).

6. The above amount may be modified by amounts indicated by the Bidder below:

DESCRIPTION	COST	UNIT
Metal Deck Patch using 16 gauge metal plate	8.00	per sq. ft.
Metal Deck Replacement	18.00	per sq. ft.
Lightweight Insulating Concrete Patch using 1.5" Polyisocyanurate	4.00	per sq. ft.
Concrete Decking (Metal Overlay to Eliminate OLD Penetrations)	20.00 per s.f.	per linear ft.
Pressure Treated 2x4 Replacement	4.00	per linear ft.
Pressure Treated 2x6 Replacement	5.00	per linear ft.
Skylights Lens Replacement	6000.00	Include all four (4)

Respectfully submitted:



 Signature

Danny Webb - Vice President

 Title

80004958

 License Number (if applicable)

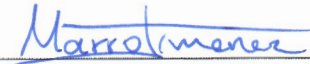
19 NW 16th Street, Okc, OK 73103

 Address

11/30/23

 Date

(SEAL - If Bid is by a Corporation)

ATTEST: 



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





City Manager's Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: December 12, 2023

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending October 31, 2023.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Delta Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

Fiscal Year 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Revenue												
Budgeted (MTD)	410,419	431,525	510,625	586,974	-	-	-	-	-	-	-	-
Actual (MTD)	261,357	375,874	255,855	431,851	-	-	-	-	-	-	-	-
Budgeted (YTD)	410,419	841,944	1,352,569	1,939,543	1,939,543	1,939,543	1,939,543	1,939,543	1,939,543	1,939,543	1,939,543	1,939,543
Actual (YTD)	261,357	637,231	893,086	1,324,937	1,324,937	1,324,937	1,324,937	1,324,937	1,324,937	1,324,937	1,324,937	1,324,937

Expenses												
Budgeted (MTD)	354,409	378,100	400,332	454,283	-	-	-	-	-	-	-	-
Actual (MTD)	277,604	280,264	280,443	337,716	-	-	-	-	-	-	-	-
Budgeted (YTD)	354,409	732,509	1,132,841	1,587,124	1,587,124	1,587,124	1,587,124	1,587,124	1,587,124	1,587,124	1,587,124	1,587,124
Actual (YTD)	277,604	557,867	838,311	1,176,027	1,176,027	1,176,027	1,176,027	1,176,027	1,176,027	1,176,027	1,176,027	1,176,027

Revenue vs. Expenses												
Budgeted (MTD)	56,010	53,425	110,293	132,691	-	-	-	-	-	-	-	-
Actual (MTD)	(16,246)	95,610	(24,589)	94,134	-	-	-	-	-	-	-	-
Budgeted (YTD)	56,010	109,435	219,728	352,419	352,419	352,419	352,419	352,419	352,419	352,419	352,419	352,419
Actual (YTD)	(16,246)	79,364	54,775	148,910	148,910	148,910	148,910	148,910	148,910	148,910	148,910	148,910

Key Indicators												
Hotel Room Revenue	174,426	203,842	165,813	207,754	-	-	-	-	-	-	-	-
Food and Banquet Revenue	58,116	178,433	70,265	189,490	-	-	-	-	-	-	-	-

Fiscal Year 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Revenue												
Budgeted (MTD)	314,473	456,558	454,823	690,957	482,754	280,122	284,994	361,496	700,674	397,999	522,958	407,196
Actual (MTD)	215,862	327,994	338,232	298,613	329,258	325,935	257,919	248,620	421,561	279,614	294,119	319,969
Budgeted (YTD)	314,473	771,031	1,225,854	1,916,811	2,399,565	2,679,687	2,964,681	3,326,177	4,026,851	4,424,850	4,947,808	5,355,004
Actual (YTD)	215,862	543,856	882,088	1,180,701	1,509,959	1,835,895	2,093,814	2,342,434	2,763,995	3,043,609	3,337,728	3,657,697

Expenses												
Budgeted (MTD)	317,640	357,848	352,577	429,679	372,335	303,854	297,787	314,509	436,038	355,615	389,108	355,713
Actual (MTD)	270,452	278,272	251,566	289,094	328,384	406,392	357,547	292,897	367,683	326,506	340,376	327,528
Budgeted (YTD)	317,640	675,488	1,028,065	1,457,744	1,830,079	2,133,933	2,431,720	2,746,229	3,182,267	3,537,882	3,926,990	4,282,703
Actual (YTD)	270,452	548,724	800,290	1,089,384	1,417,768	1,824,160	2,181,707	2,474,604	2,842,287	3,168,793	3,509,169	3,836,697

Revenue vs. Expenses												
Budgeted (MTD)	(3,167)	98,710	102,246	261,278	110,419	(23,732)	(12,793)	46,987	264,636	42,384	133,850	51,483
Actual (MTD)	(54,590)	49,722	86,665	9,519	875	(80,457)	(99,628)	(44,277)	53,878	(46,892)	(46,257)	(7,559)
Budgeted (YTD)	(3,167)	95,543	197,789	459,067	569,486	545,754	532,961	579,948	844,584	886,968	1,020,818	1,072,301
Actual (YTD)	(54,590)	(4,868)	81,798	91,317	92,192	11,735	(87,893)	(132,170)	(78,292)	(125,184)	(171,441)	(179,001)

Key Indicators												
Hotel Room Revenue	134,971	160,951	204,314	221,621	181,770	108,375	80,338	136,796	203,240	202,116	217,628	259,119
Food and Banquet Revenue	72,710	138,792	117,519	78,055	96,521	173,540	179,053	99,902	172,321	71,135	51,356	52,897



MEMORIAL HOSPITAL AUTHORITY AGENDA

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

December 12, 2023 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration, and possible action to approve the November 14, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, expenditures/Hospital Authority (90) \$25,569. (Finance - T. Cromar)
3. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

C. DISCUSSION ITEM.

1. Discussion, consideration, and possible action to enter into a professional services agreement with TSW Planners, Architects and Landscape Architects of Atlanta, GA, in an amount not to exceed \$1,144,020 for design and construction documents, bidding and construction administration, and optional services for security, telecom, and A/V systems for part of the Southeast Quarter of Section 34, Township 12 North, Range 2 West of the Indian Meridian a/k/a the Hospital District. (Planning & Zoning - M. Summers)

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

E. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City 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 14, 2023

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 7:27 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

CONSENT AGENDA. Reed made a motion to approve the consent agenda, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: none. Motions Carried.

1. Discussion, consideration and possible action to approve the October 24, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, revenues/Transfers In (90) \$144,375; expenditures/Transfers Out (90) \$102,278.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:27 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: December 12, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, expenditures/Hospital Authority (90) \$25,569.

The supplement is needed to increase budget for expenses related to inter-divisional transfers.

Tiatia Cromar
Finance Director

SUPPLEMENTS

December 12, 2023

Fund MWC HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			25,569	
		<u>0</u>	<u>0</u>	<u>25,569</u>	<u>0</u>

Explanation:
To increase budget for expenses related to inter-divisional transfers. Funding to come from fund balance.



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: December 12, 2023

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



DISCUSSION ITEM





Planning & Zoning Department

Matt Summers, Director of Planning & Zoning
Tami Anderson, Administrative Assistant
Emily Richey, Current Planning Manager
Petya Stefanoff, Comprehensive Planner

TO: Honorable Chairman and Trustees of the Memorial Hospital Authority
FROM: Matt Summers, Director of Planning & Zoning
DATE: December 12, 2023
SUBJECT: Discussion, consideration, and possible action to enter into a professional services agreement with TSW Planners, Architects and Landscape Architects of Atlanta, GA, in an amount not to exceed \$1,144,020 for design and construction documents, bidding and construction administration, and optional services for security, telecom, and A/V systems for part of the Southeast Quarter of Section 34, Township 12 North, Range 2 West of the Indian Meridian a/k/a the Hospital District.

This agenda item was heard at the November 14, 2023 meeting and is being resubmitted under the Hospital Authority for possible action.

As you may recall, the Hospital District Revitalization Project represents the vision and partnership between the City of Midwest City and SSM Health Saint Anthony Hospital – Midwest. The next step in this project is to create construction documents and bid the project out for construction. The City has been using the professional services of TSW for previous stages of design for this project and has been satisfied with the quality of work produced. TSW was selected in 2021 after responding to a published request for proposals, and a review and interview process conducted by the City and SSM Health. The previous services rendered by TSW for this project include:

- A Revitalization Plan & Design Code – Completed March 2022
- Final Schematic Package, Pricing, and Preliminary Utility, Grading, and Paving – Completed August 2023

Staff and TSW have discussed, negotiated, and agreed upon on the scope and cost of the project. Tasks 1-3 of the agreement are for project management, design development, and construction documentation. The total cost of Tasks 1-3 is proposed to be \$862,050. Task 4 of the agreement is for bidding and construction administration with ‘as-needed’ costs not to exceed \$256,050. Task 5 of the agreement is for optional services for Security & Telecom Infrastructure Systems Engineering Services and Audio Visual Systems Engineering Services totaling \$25,920.

The project will be funded from the Hospital District Fund (Project Number 902301). Action on this item is at the discretion of the City Council

Matt Summers, AICP
Director of Planning & Zoning

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Memorial Hospital Authority, a municipal Trust (hereinafter referred to as “**Authority**”), and Tunnell, Spangler & Associates, Inc. d/b/a TSW (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **Authority** is in need of the following professional services The Design Team will be responsible for Schematic Design and Pricing Plans for all improvements, including hardscapes, landscapes, amphitheater building, and civil design. See attachment (Exhibit E) for the limits of design. The Owner of the project is the Midwest City Memorial Hospital Authority. The design shall comply with local ordinances and requirements; and

WHEREAS, **Service Provider** is in the business of providing professional services that is needed by the **Authority**; and

WHEREAS, the **Authority** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Authority** the requested professional services; and

WHEREAS, **Authority** hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, **Service Provider** agrees to provide the **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY

1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

Subject to the terms and conditions of this **Agreement**, the **Authority** retains the **Service Provider** as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **Authority** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **Authority** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order Parklawn Drive and National Avenue Revitalization Project. Upon completion of the Project Schematic Design the **Service Provider** will issue an invoice to the **Authority** and, upon approval of the invoice, the **Authority** will pay the invoice. Upon completion of each Project and provision to the **Authority** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
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a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Authority**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**.

b) The text of this **Agreement** together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **Authority** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Fees”),
- Attachment “C” (“Service Provider Team”),
- Attachment “D” (“Insurance”)
- Attachment “E” (“Site Map”)

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein

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collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. **Service Provider** will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the **Authority**, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

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4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Authority** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

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B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for the *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated

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or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

PROFESSIONAL SERVICES AGREEMENT
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2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

PROFESSIONAL SERVICES AGREEMENT
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C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such

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THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY

revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit,

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restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. BONDS

Service Provider shall provide all bonds required by the RFP/Bid. All Performance Bonds shall be on forms provided by the **Authority**. The **Authority** shall be the beneficiary of the Performance Bond. The Performance Bond shall be underwritten by a company that has filed and has registered to do business with the Oklahoma Secretary of State.

10. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

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11. NOTICES

A. Notices and other communications to the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Mr. Adam Williamson, Senior Principal, TSW
1447 Peachtree St., NE, Suite 850
Atlanta, GA 30309

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

12. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the City of Midwest City, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will

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be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

13. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

14. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

15. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

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16. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

17. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

18. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

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19. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

20. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

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23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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PROFESSIONAL SERVICES AGREEMENT
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And
THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

Service Provider: Tunnell, Spangler & Associates, Inc. d/b/a TSW

Name: Mr. Adam Williamson

Title: Principal



A handwritten signature in blue ink, appearing to read 'Adam Williamson', is written over a horizontal line.

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THE MEMORIAL HOSPITAL AUTHORITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Chairman of Memorial Hospital
Authority this _____ day of _____, 2023.

MEMORIAL HOSPITAL AUTHORITY

MATTHEW D. DUKES, Chairman

SARA HANCOCK, Secretary

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

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ATTACHMENT “A”

Task 1: Project Kick-Off + Existing Conditions

1.1 TSW Team will conduct an initial consultation session (Teams or Zoom meeting) to finalize project approach and make project team introductions. Project goals and timelines for each phase will be finalized during this meeting. The team will meet quarterly with the advisory group to give updates.

1.2 TSW will manage the project, including all subconsultants, to ensure all work is completed accurately and on time. TSW will also handle all billing of each subconsultant. The team will have monthly meetings to ensure the project is coordinated and on schedule.

Task 2: Design Development

Based on the completed Schematic Design phase, the TSW Team will advance Schematic Design drawings into Design Development drawings (60% set of Construction Documents).

2.1 Civil Design Development drawings will include:

- Trail
- Trailhead
- Public Paving and Drainage Plans
- Public Water Line
- Public Sewer Lines
- Detention Pond
- Master Grading Plan
- Traffic Improvements

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- Demolition Plan
- Assist With Park Area
- Utility Coordination

2.2 Architecture and Landscape Architecture Design Development drawings will include:

- Revised Overall Site Plan
- Hardscape and Landscape Plans for the Park, Trailheads, Trail, Roundabout, Streetscape and Boardwalk Areas)
- Revised Building Floor Plans and Elevations (Amphitheatre / Restroom Building)
- Floor, Roof, and Reflected Ceiling Plans (Amphitheatre / Restroom Building)
- Structural Foundation and Framing Plans with Membrane Sizing and Footing Sizes (Amphitheatre / Restroom Building)
- Mechanical, Electrical, and Plumbing Plans with Schedules and Legends (Amphitheatre/ Restroom Building)
- Code Summary and Life Safety Plan
- Outline Specifications and Notes
- Revised Preliminary Cost Model

TSW Team QA/QC review of Design Development documents.

Authority review of Design Development documents (approximately 3 weeks).

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Task 3: Construction Documentation

Based on feedback from Task 2 the TSW Team will advance Design Development drawings into Construction Documents (75% Review and 100% Final Plans).

3.1 Civil Construction Documents will include:

- Cover Sheet
- General Notes
- Existing Conditions Plan
- Site Demolition Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Utility Plan and Profiles
- Storm Drainage Design and Profiles
- Civil Construction Details
- Lighting Conduit, Pull boxes, and Base Plans and Details (OG&E will install poles)
- Utility Coordination

3.2 Architecture and Landscape Architecture Design Development drawings will include:

- Cover Sheet
- General Notes
- Existing Conditions Plan
- Site Demolition Plan
- Construction Item Plan
- Site Layout Plan
- Supplemental Grading and Drainage Plan
- Construction Details
- Lighting Layout Plans, and Pole Type Detail (Provided by OG&E)

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- Landscape Plans
- Irrigation Diagram (Design-Build)
- Structural Design Includes Two Open Air Pavilions, Chimney, Monument Signage and Foundations (Gateway Sign, Beacon Sign, Selfie Art), Boardwalk Foundations and Railing.
- Code Summary and Life Safety Plan
- Project Manual Format Specifications
- Reference Perspectives for the Project (Amphitheatre/ Restroom Building)
- Full permit set including but not limited to: Dimensioned Floor, Roof, and Reflected Ceiling Plans (Amphitheatre/ Restroom Building)
- Building shall be designed to adopted codes: 2018 IBC, 2018 IPC, 2018 IMC, 2018 IECC, 2018 IFC, & 2020 NEC.
- Dimensioned and coordinated Elevations and Sections (Amphitheatre/ Restroom Building)
- Wall, Door, and Window Schedule (Amphitheatre/ Restroom Building)
- Stamped Structural Foundation Plan with Dimensions, Footing Locations, and Footing Schedules (Amphitheatre/ Restroom Building)
- Structural Live, Dead, Snow, and Wind Loading (Amphitheatre/ Restroom Building)
- Structural Sections and Details (Amphitheatre/ Restroom Building) Special Inspection Requirements (Amphitheatre/ Restroom Building)
- Mechanical, Electrical, and Plumbing Plans, with Schedules and Legends (Amphitheatre/ Restroom Building)
- Finish Schedules (Amphitheatre/ Restroom Building)
- Interior Elevations (Amphitheatre/ Restroom Building)
- UL Assembly Ratings and Fire Barriers Requirements (Amphitheatre/ Restroom Building)
- Riser Diagrams, Single Line Diagrams, Specifications of Equipment, and System Details (Amphitheatre/ Restroom Building)

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- Revised Cost Model for 75%

TSW Team QA/QC review of Draft Construction Documents.

Authority review of Draft Construction Documents (approximately 3 weeks).

Based on feedback from the Authority on the 70% submittal, the TSW Team will advance Construction Documents into 100% Construction Documents (see Tasks 3.1 & 3.2 for list of documents).

TSW Team QA/QC review of Final Construction Documents.

Submit final Construction Documents to the Authority.

The TSW Team will identify necessary permitting early in the planning process and work with local authorities to determine those requirements.

Develop documents required for permitting (Building Permits, Department of Environmental Quality for water and sewer) (land disturbance by contractor).

Coordinate with Authority and other regulatory agencies on permit requirements and acquire permits on behalf of the Authority.

Task 4: Phase 1 Project Bidding + Construction Administration Services

4.1 The TSW Team will provide Bid Phase Services when requested by the Authority.

- Attend a virtual pre-bid meeting
- Issue addenda as necessary

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- Respond to bidders as necessary
- Assist the Authority with the evaluation of the bidders

4.2 The TSW Team will provide Construction Phase Services when requested by Authority.

- Respond to request for information
- Monthly virtual meetings
- Site visits will occur at key milestones
- Prepare construction observation after site visits
- Review submittals and close out documents
- Post Permit and Construction Phase Drawing Revisions

Assumptions:

The following items are excluded from the Project scope:

- Special Inspections
- Geotechnical Reports
- Private Utility Locator
- Variance Applications
- Preparation and recording of easement plats or legal descriptions.
- Record Drawings
- Phased Construction Plans
- As-Built Surveys
- Construction Inspections and Testing
- Fees for Construction Permitting
- Sewer or Tap Fees
- Public Meetings
- Zoning or Variance Work and Submissions
- Branding

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- Traffic Study
- Structural Retaining Walls

Task 5: Optional Service

IT Telecom Infrastructure Systems

- Services will encompass design of site connection to utility services that exists in close proximity to the project property line.
- Coordination with and provisions for Owner-supplied network and miscellaneous communication equipment.
- Coordination with all engineering disciplines including electrical, mechanical, fire protection, and all architectural scopes of work.
- Requirement to work closely with Authority's corporate IT staff to understand systems in other facilities and identify appropriate approach for the new facility through iterative investigation of various options.
- Design of all Voice & Data Infrastructure Systems.
- Design of all Wireless Voice & Data Infrastructure Systems.
- Design of telecommunication grounding system.

Security & Access Control Systems

- Design of Intrusion Detection Systems for the perimeter and higher security spaces, as directed by the Owner and Design Team. This would include the requirement for numerous types of sensors including, but not limited to, door position switches, door alarm sounders, glass break detectors, motion detectors, etc.
- Design of card-based or fob-based access control systems into staff areas or higher security spaces, as directed by the owner.
- Design of in-building IP-Based Digital Video Surveillance systems throughout the building spaces. The Video systems will include the requirements for Network Video

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Recorders.

Audio Visual Systems

- Design of basic permanent loudspeaker systems to serve small pop up events.
Loudspeaker systems shall be designed to support voice lift applications based on the premise that live music events music will use independent systems.
- Design accommodations for rental equipment.
- Design of wiring harness.
- Interface with power systems.
- Connectivity to back of house spaces.
- Digital signage, as needed.
- Audio visual support for event patio to be determined.

J & A Engineering will provide all low voltage system requirements, in the form of contract documents that will be submitted for approval by the Project Design Team.

SCOPE OF DESIGN FOR OPTIONAL SERVICES

A breakdown of each task or element is as follows:

PHASE I SCHEMATIC DESIGN PHASE

1. Staff preliminary planning meeting by conference call with the Design Team to define the parameters of the new low voltage systems.
2. Prepare a systems narrative that reflects the project's low voltage system requirements, based on the information gathered during surveys and meetings.
3. Initial coordination with engineering team members. Specific topics include initial power requirements and conduit placement.

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PHASE II DESIGN DEVELOPMENT PHASE

1. Staff programming with the Design Team in an effort to define the features and functions of the new systems.
2. Prepare preliminary drawings based on the information gathered during surveys and meetings. These drawings shall include equipment room layouts and space layouts.
3. Develop a complete set of electronic system design drawings and specifications that document all system requirements. All floor plans, site plan, and large-scale drawings will be developed to scale.
4. Meet and review drawings with the Design Team. Make revisions as required.
5. Coordinate with the engineering team members. This includes working with the design team to coordinate low voltage system grounding, conduit and cable tray routing, and site conduit routing. Other coordination issues typically include developing heat loads and power load information for the mechanical and electrical design team.
6. Review preliminary cost estimates and assist in the cost analysis effort. This effort will include incorporating any approved Value Engineering (VE) proposals.

PHASE III CONSTRUCTION DOCUMENTS PHASE

1. Prepare final construction drawings and specifications.
2. Review Construction Documents with the Design Team. Make revisions as necessary.
3. Coordinate with local code officials & the Design Team in an effort to present documents and obtain approval from all required parties.
4. The final construction documents shall include design drawings and technical specifications that shall be utilized for bidding and construction.
5. Review preliminary cost estimates and assist in the cost analysis effort. This effort will include incorporating all approved Value Engineering (VE) proposals.

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PHASE IV BIDDING/NEGOTIATIONS

1. Assist in the identification of certified contractors for all required scopes of work.
2. Participate in pre-bid conference activities for all qualified contractors.
3. Attend Pre-Bid Meeting.
4. Provide clarifications and interpretation of the construction documents and prepare addenda/amendments to the documents as approved by the client.
5. Assist in the evaluation of submitted bids from Low Voltage Contractors and make recommendations for award of Low Voltage Contract.

PHASE V CONSTRUCTION ADMINISTRATION

1. Review all submittals, shop drawings, and brochures, by low voltage contractors to verify compliance with the Low Voltage Contract Documents.
2. Review re-submittals of above requirements that have been returned for corrections until all have been ACCEPTED AS NOTED in compliance with the Contract Documents.

PHASE VI POST-CONSTRUCTION PHASE

1. Review all close-out documents submitted by low voltage contractors to verify compliance with the Low Voltage Contract Documents.
2. Submit report confirming proper operation of all low voltage systems.

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ATTACHMENT “B”

The scope of work for **Tasks 1 - 3** will be completed for a **LUMP SUM** fee of **\$862,050.00**. **Task 4** will be completed as **Hourly – Not To Exceed amounts. Reimbursable Expenses are \$14,500.00 Not To Exceed. Task 5 shows Optional Services.** Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

Fee Breakdown by Task

TASK	LUMP SUM FEE	HOURLY – NOT TO EXCEED
Task 1: Project Management + Meetings	\$40,000	
Task 2: Design Development	\$312,000	
Task 2.1: Civil	\$194,750	
Task 2.2: Architecture and Landscape Architecture	\$109,250	
Cost Estimating	\$8,000	
Task 3: Construction Documentation	\$510,050	
Task 3.1: Civil	\$194,750	
Task 3.2: Architecture and Landscape Architecture	\$275,500	
Structural	\$11,000	
Mechanical / Electrical / Plumbing	\$20,800	
Cost Estimating	\$8,000	
Task 4: Bidding and Construction Administration		\$256,050
Task 4.1: Bid Phase Services		
Civil		\$11,250
Architecture and Landscape Architecture		\$16,000
Structural		\$1,000

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TASK	LUMP SUM FEE	HOURLY – NOT TO EXCEED
Mechanical / Electrical / Plumbing		\$1,000
Task 4.2: Construction Administration		
Civil		\$45,000
Architecture and Landscape Architecture		\$175,000
Structural		\$1,600
Mechanical / Electrical / Plumbing		\$5,200
Reimbursable Expenses		\$14,500
Totals	\$862,050	\$256,050

Task 5 Optional Services:

Security & Telecom Infrastructure Systems Engineering Services:

Schematic Design:	\$ 1,530.00
Design Development:	\$ 4,830.00
Construction Documents:	\$ 5,490.00
Bidding & Negotiation:	\$ 990.00
<u>Construction Administration: Hourly + Reimbursable Expenses</u>	
TOTAL	\$ 12,840.00

Audio Visual Systems Engineering Services:

Schematic Design:	\$ 1,140.00
Design Development:	\$ 4,920.00
Construction Documents:	\$ 6,150.00
Bidding & Negotiation:	\$ 870.00
<u>Construction Administration: Hourly + Reimbursable Expenses</u>	
TOTAL	\$13,080.00

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ATTACHMENT “C”
Consultant’s Project Team

The following are the members of the Consultant’s Project Team:

Tunnell, Spangler & Associates, Inc. d/b/a TSW (Architect and Landscape Architect)

- Adam Williamson
- Katy O’Meilia
- Peyton Peterson
- Heather Hubble

Johnson & Associates (Civil Engineer)

- Tim Johnson
- Mark Zitzow

360 Engineering Group, PLLC (Structural Engineer)

- Ricardo Montoya

Allen Consulting Incorporated (MEP Engineer)

- Jesse Babb

J&A (Low Voltage Engineer)

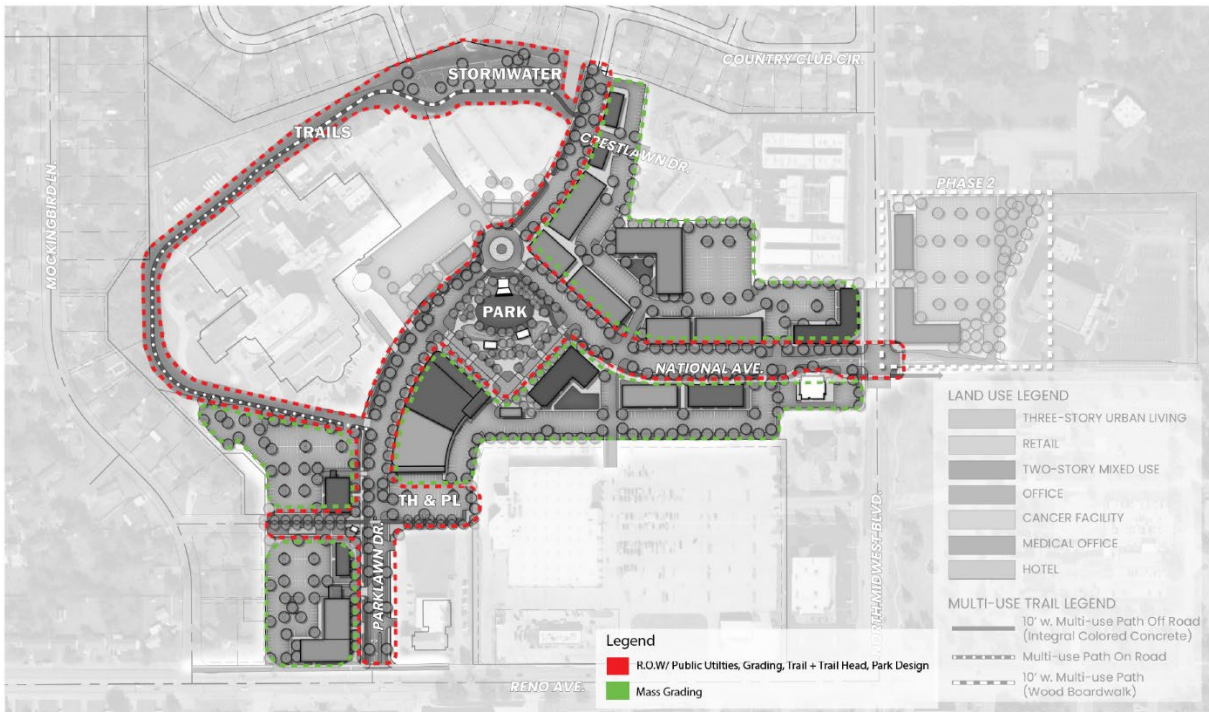
- Jim Gillis

ATTACHMENT “D”
Certificate(s) of Insurance

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ATTACHMENT “E”

Site Map





NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

December 12, 2023 – 6:03 PM

Presiding members: Chairman Matthew Dukes

Commissioner Susan Eads

Commissioner Pat Byrne

Commissioner Rick Favors

Commissioner Sean Reed

Commissioner Sara Bana

Commissioner Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEM.

1. Discussion, consideration and possible action of approving the July 25, 2023 meeting minutes. (Secretary - S. Hancock)

C. FURTHER INFORMATION.

1. Review of the Communications & Marketing/Community Engagement reports for the 3rd and 4th quarters, period ending December 12, 2023. No action is necessary; this item is presented for informational and discussion purposes only. (Communications & Recreation - J. Ryan)
2. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the 2023 third and fourth quarter period ending December 31, 2023. (City Manager - T. Lyon)

D. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Commissioners on any Subject not scheduled on the Regular Agenda. The Commissioners shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Commissioners will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COMMISSIONERS.**

E. ADJOURNMENT.



DISCUSSION ITEM



Notice for the Midwest City Economic Development Commission 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 Economic Development Commission Minutes

July 25, 2023

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

Vice Chairman Pat Byrne called the meeting to order at 10:15 PM with the following members present:

Commissioner Susan Eads	Commissioner Sean Reed	City Manager Tim Lyon
	Commissioner Sara Bana	City Clerk Sara Hancock
Commissioner Rick Dawkins	Commissioner Rick Favors	City Attorney Don Maisch

Absent: Chairman Dukes

DISCUSSION ITEM.

1. Discussion, consideration and possible action of approving the March 28, 2023 meeting minutes.

Reed made a motion to approve the minutes, seconded by Bana. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, and Favors. Nay: none. Absent: Dukes.

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

ADJOURNMENT.

There being no further business, Vice-Chairman Byrne adjourned the meeting at 10:15 pm.

ATTEST:

PAT BYRNE, Vice-Chairman

SARA HANCOCK, Secretary



FURTHER INFORMATION





Communications & Marketing

100 N. Midwest Boulevard

Midwest City, OK 73110

jryan@midwestcityok.org

Office: 405.739.1206

www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Josh Ryan, Communications & Recreation Director

DATE: December 12, 2023

SUBJECT: Review of the Communications & Marketing / Community Engagement reports for the 3rd and 4th quarters, period ending December 12, 2023. No action is necessary; this item is presented for informational and discussion purposes only. (Communications & Recreation - J. Ryan)

The Quarterly Community Engagement & CVB Activity Report is developed by Susan MacQuarrie, Community Engagement Manager. The 2023 3rd/4th Quarter Activity Report is attached for your review.

The Quarterly Communications & Marketing Activity Report is developed by Josh Ryan, Communications & Recreation Director. The 2023 3rd/4th Quarter Activity Report is attached for your review.

Josh Ryan
Communications & Recreation Director

Communications & Marketing Department Responsibilities

- Media relations, public information, special events, marketing of City services, special event marketing, external special event coordination, convention recruitment and tourism attraction. Staff includes the C&M Director, Community Engagement Manager and Events Specialist (currently vacant).

2023 Q3-Q4 Highlights

Community Engagement coordinates special events, group and sports business and oversees 3rd party special event applications/event packages for committee review. Also attends marketing meetings, serves as a Chamber Ambassador to promote Midwest City, attends ribbon cuttings and promotes networking opportunities.

Community Engagement

- Coordinated detailed aspects of Midwest City Special Events planning sessions, securing entertainment, food trucks, activities, and partnerships/ sponsorships:
 - Cruise in for Coffee Car show (every 3rd Saturday, April – October)
 - Tinker Air Show – July 1-2
 - Airshow Aviators Reception
 - Tribute to Liberty – July 4
 - Tinker and The Primes
 - Veterans Day Parade 2023
 - Trick or Treat 2023
 - Light the City Event
 - Holiday Lights Spectacular 2023
 - New Displays & lights for Holiday Lights Spectacular
 - Holiday Lights Spectacular Sponsorships
 - New lights in Town Center Plaza
- 3rd Party Event Permit Packages
 - Old School Cruisers Car Show
 - COMA Car Shoe
 - ONIE – Get Moving 5K
 - Jason’s Jog
- Convention & Visitors Bureau – Participation & Support
 - Worked with Mayor on 2024 Mayors Conference RFP for OML
 - OK Taxidermist Association
 - Tinker Airshow
 - OK Sheriff’s Association
 - Tinker and The Primes
 - Experience Midwest City guide
 - Midwest City ‘swag’ for exhibit booth.
 - New skins for booth

On the Horizon

- 2024 looks promising and full of events.
- Looking forward to rounding out the CAM Team with a new Event Specialist
- Looking forward to planning Covered in Color event in W.P Atkinson Park in the Spring

Communications & Marketing Department Responsibilities

- Media relations, public information, special events, marketing of City services, special event marketing, external special event coordination, convention recruitment and tourism attraction. Staff includes the C&M Director, Community Engagement Manager and Events Specialist (currently vacant).

2023 Q3-Q4 Highlights

Marketing, Graphic Design & Promotional Support

- Support provided for multiple events and department programs in Q3 – Q4, across our website, email distribution groups and social platforms:
 - Tinker Air Show – July 1-2
 - 4th of July City services schedule
 - Tribute to Liberty – July 4
 - Reno Swim & Slide weather closures
 - Flag football camps and leagues
 - Joe Patterson Memorial
 - ODOT traffic closures and changes
 - Street project traffic closures and changes
 - CMC league registrations/weather delays/schedule changes
 - Animal Welfare special adoption events
 - Animal Welfare temporary closures
 - MWC Soccer Club fall kickoff event
 - Momentum Sales Tax Election
 - Labor Day City services schedule
 - Midwest City & Carl Albert Homecoming Parade closures
 - Soccer club G.O. Bond Project re-opening
 - Picnic with Protectors
 - MWCPD 3v3 Basketball Tournament
 - Trick or Treat 2023
 - 13th Annual Food Drive
 - Veterans Day Parade 2023
 - Thanksgiving City services schedule
 - Holiday Lights Spectacular events and light schedule 2023
 - Council election coming soon

Community Engagement and Convention & Visitors Bureau (CVB)

- Please see Q3-Q4 Community Engagement Report

On the Horizon

- Events Specialist position is still vacant. We hope to have our most recently selected candidate in place before 2024.
- Daddy/Daughter Dance 2023 and plans for Covered in Color 2024



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

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: December 12, 2023

SUBJECT: Review of the Midwest City Chamber of Commerce's Quarterly Activities for the period ending December 31, 2023.

The Midwest City Chamber of Commerce has provided the attached report.



Tim L. Lyon, City Manager



2023 Q2 EDC Report

Submitted 11.28.23

New Members

*Since June 2023

2023 Current	2023 Projected – Full Year	2022 Annual Total
38	50	33

*Current Membership Total (415)

Hosted Networking Events

*Since June 2023

	2023 Current*	2023 Rolling Total	2023 Projected – Full Year	2022 Annual Total
Ribbon Cuttings	9	24	20	14
Sunrise Socials	0	1	4	3
Business After Hours	1	3	4	0
Lunch Bunch	6	11	12	0

Chamber Development

- Attended the Oklahoma Chamber of Commerce Executives Conference – Staff Member Dylan Marone brought home the Outstanding Staff of the Year Award
- Staff Member, Jason Chartrand, attended and graduated from the OCCE Chamber Management Institute
- Participated in the CEO Roundtable for OKC Metro CEOs through the Oklahoma State Chamber
- Hosted a new fundraising event – Strike out Hunger Bowling Tournament. Funds raised allowed us to donate \$1000.00 to the Mid Del Food Pantry

Leadership Programming

- Attended Leadership Program Development educational seminar and roundtable at the Broken Arrow Chamber of Commerce
- Leadership Midwest City Applications available in December for 2024 Class

Community Partner Events

- Emcee of the Mid Del Moore Association of Realtors Banquet
- Coat Drive with Mid Del Moore Association of Realtors
- Volunteered for the Mid Del Group Home Run, Walk, Roll Event & Golf Tournament Event
- Volunteered for the Mid Del Schools Foundation Golf Tournament
- Volunteered for the AFA Golf Tournament
- Participated Mid Del Tech Center Chili Cook Off
- Hosted (2) Non Profit Coffee Talks

Partnership with the City of Midwest City

Prepared By: Shaina Bennett, President, Midwest City Chamber of Commerce 11.27.23



- Attended Community Planning Meeting with Emergency Management Team
- Hosted Picnic with Protectors
- Supported the Super Recycler Program – added over \$10K in sales to our members
- Parade Director of the Midwest City Veterans Day Parade
- Attended the State of the Region Luncheon with the OKC Chamber, in support of Mayor Dukes as a panelist.
- Attended Ribbon Cutting for the Midwest City Soccer Club
- Attended Grand Breaking for American Glass Company
- Met with the Economic Leadership Council
- Partnered with CVB, CAM, and ED offices for Placer.AI for data presentation

Celebrating Education

- Fill the Bus Campaign / Celebrating Education – Collected donations from the public for our school’s pantry and teacher supplies. Raised over \$7,500.00 in product
- (XX) Sponsors for this years event, increase of (XX) Sponsors
- Volunteered for the Mid Del Schools Enrollment Cook Out
- Attended the KinderCare/ JSL Walking Trail unveiling

Military Affairs

- Assisted Home Away From Home with meeting space for their “Meet the Hero” Night
- Attended the Fall Social event for Lt. General Stacy Hawkins
- Attended Farewell Reception for Mr. Dennis D’Angelo – Executive Director of the AFSC
- Completed sessions 5 – 7 of 7 sessions for the Tinker AFB Honorary Commander Program
- Attended the Honorary Commander Alumni Reception
- Secured Vendors and Invoices sent to Tinker and the Primes Sponsors.
- Served as Welcome Speaker for the Society of American Military Engineers conference at Rose State College
- Attended the Navy League Membership Reception
- Participated in the 9/11 POW MIA Walk of Remembrance
- Event Planning partner for the Navy Birthday Ball, hosted in October at the Reed Center

Upcoming Events

- December 1st - Lunch Bunch at Auntie’s Soul Food
- December 5th – Ribbon Cutting for BotanaLife
- December 7th – Chamber Ambassador & New Member Mixer
- December 12th – Chamber December Board Meeting
- December 21st – January 1st – offices closed
- January 5th – Lunch Bunch @ TBD
- January 23rd – Chamber January Board Meeting
- January 25th – Chamber Annual Banquet
- February 1st – Leadership MWC 2024 Begins



PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

December 12, 2023 – 6:04 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

A. **CALL TO ORDER.**

B. **DISCUSSION ITEMS.**

1. Discussion, consideration, and possible action to approve the August 22, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration, and possible action of awarding and entering into a contract for the N.E. 23rd Street Sanitary Sewer engineering design with Johnson and Associates, for a total amount of \$117,000. Economic Development Authority delegates the Chairman to sign and execute the contract. (Engineering & Construction Services - P. Menefee)

C. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. **ADJOURNMENT.**



DISCUSSION ITEMS



Notice for the Midwest City Economic Development Authority special meetings was filed with the City Clerk of Midwest City 48 hour prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Economic Development Authority Minutes
Special Meeting**

August 22, 2023

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 7:07 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee	Authority Attorney Don Maisch

Absent: Trustees Bana and Favors

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, and Dukes. Nay: none. Absent: Bana and Favors. Motion Carried.

1. Discussion, consideration and possible action approving the July 25, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Economic Development Authority Fund, expenditures/EDA (95) \$5,581,933.
3. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Economic Development Authority approving that certain “Restated and Amended Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, American Glass, Inc; and AGI Properties, LLC; authorizing and directing the execution and delivery of the Amended and Restated Economic Development Assistance Agreement; and containing other provisions relating thereto.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:08 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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

To: Economic Development Authority

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

Date: December 12th, 2023

Subject: Discussion, consideration, and possible action of awarding and entering into a contract for the N.E. 23rd Street Sanitary Sewer engineering design with Johnson and Associates, for a total amount of \$117,000. The Economic Development Authority delegates the Mayor to sign and execute the contract.

The City of Midwest City requested design qualifications for the N.E. 23rd Street Sanitary Sewer Extension Plans. The extension of the sanitary sewer system will begin at the Soldier Creek Industrial Park and expand to the east providing service the properties fronting along the N.E. 23rd Street corridor.

The project is funded in the budget under the description 23rd Sewer Line Service E in the 353 Economic Development Authority Fund under the Project Number 952310. Johnson and Associates submitted the best proposal, attached.

Patrick Menefee, P.E.,
City Engineer
Attachment

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Economic Development Authority, a municipal corporation (hereinafter referred to as “**Authority**”), and Johnson & Associates, LLC, (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Authority is in need of the following professional services Civil Engineering Services ; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the Authority; and

WHEREAS, the Authority and the **Service Provider** have reached an agreement for the **Service Provider** to provide the Authority the requested professional services; and

WHEREAS, Authority hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, Service Provider agrees to provide the Authority all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the Authority, and **Service Provider** hereby agree as follows:

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority services, products,

PROFESSIONAL SERVICES AGREEMENT between
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solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **Authority** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **Authority** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Authority** and, upon approval of the invoice, the **Authority** will pay the invoice. Upon completion of each Project and provision to the **Authority** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Authority**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **Authority** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

PROFESSIONAL SERVICES AGREEMENT between
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AUTHORITY

between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- **Attachment “A” (“Scope of Services / Fees”),**
- **Attachment “B” (“Service Provider’s Team”),**
- **Attachment “C” (“Insurance”).**

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. **Service Provider** will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “B” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
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MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

D. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after Projects or Deliverables as specified in Attachment “A” (“Scope of Services / Fees”).

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Authority** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and

PROFESSIONAL SERVICES AGREEMENT between
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AUTHORITY

the members of its **Service Provider's Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for the *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
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AUTHORITY

terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such

PROFESSIONAL SERVICES AGREEMENT between
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AUTHORITY

work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

PROFESSIONAL SERVICES AGREEMENT between
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AUTHORITY

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
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AUTHORITY

property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **Authority** pursuant to the provisions will be sufficient ^{hereof} ~~sent~~ by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Midwest City Economic
Development Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Timothy W. Johnson
Johnson & Associates, LLC
1 E Sheridan Ave, Suite 200
Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation.

PROFESSIONAL SERVICES AGREEMENT between
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And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the City Manager all amendments to this

Agreement for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider:

Johnson & Associates, LLC

By: 

Name: Timothy W. Johnson

Title: Managing Member

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PROFESSIONAL SERVICES AGREEMENT between
Johnson & Associates, LLC
And
THE MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY

APPROVED by the Council and **SIGNED** by the Chairman of The Midwest City
Economic Development Authority this _____ day of _____, 2023.

THE MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY

CHCHAIRMANN

SARA HANCOCK, SECRETARYRY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

November 10, 2023

Midwest City Econ Dev Authority
 100 N. Midwest Boulevard
 Midwest City, OK 73110

Attention: Mr. Patrick Menefee

RE: **Midwest City Sewer Line: Surveying & Civil Engineering Proposal**

Dear Mr. Menefee:

Thank you for this opportunity to submit a proposal to you regarding the abovementioned project. Following is a list of the services we understand to be necessary, along with the associated cost.

Survey (topo, research and property line control)	\$ 20,000.00
Preliminary Plans	40% = \$ 34,000.00
To include survey and plan and profile sheets with right-of-way both existing and proposed*, with proposed sewer alignment and grades.	
Final Plans	40% = \$ 34,000.00
Final Plan and Profiles sheets with all stationing and dimensioning to construct proposed line. Final preparation of needed easements.	
Bidding assistance	5% = \$ 4,250.00
Be available for questions and addendums through the bidding process.	
Construction Administration	10% = \$ 8,500.00
Available to review submittals and claims, to be at meetings as needed to resolve issues in the field. Note: this does not include full-time inspections.	
As-built Survey	<u>5% = \$ 4,250.00</u>
Prepare as-built redlined plans for City records and final measurements.	
Sub-Total	\$105,000.00

*Consultant agrees to prepare and negotiate with each parcel needed for new r-o-w at a unit cost of \$1,200.00 per tract. For purposes of this agreement, we will use 10 tracts and amend if needed.

Sub-Total	<u>\$ 12,000.00</u>
Total	\$117,000.00

Mr. Patrick Menefee

RE: Midwest City Sewer Line: Surveying & Civil Engineering Proposal

November 10, 2023

Page 2

Again, we do appreciate this opportunity and look forward to continuing a good working relationship with you. Should you have any questions, comments or wish to discuss any of the above, please do not hesitate to contact me. I look forward to hearing from you soon.

Respectfully Submitted,



Timothy W. Johnson, P.E.

JOHNSON & ASSOCIATES, LLC

TWJ/rw

Attachments

cc: Tyler Muzny, P.E.

James Haikin, Survey

Proposal File



Johnson & Associates, LLC
Billing Rate(s)
Effective January 2, 2023

<i>Principal Engineer</i>	\$235.00
<i>Registered Engineer</i>	\$190.00
<i>Non-Registered Engineer</i>	\$145.00
<i>CAD Operator</i>	\$105.00
<i>Engineering Intern</i>	\$95.00
<i>Registered Inspector</i>	\$115.00
<i>Inspector</i>	\$95.00
<i>Survey Crew</i>	\$180.00
<i>Principal Surveyor</i>	\$195.00
<i>Registered Land Surveyor</i>	\$160.00
<i>Survey Coordinator</i>	\$140.00
<i>Survey Technician</i>	\$115.00
<i>Senior Planner</i>	\$155.00
<i>Planner</i>	\$125.00
<i>Planning Intern/Technician</i>	\$95.00
<i>Administration</i>	\$80.00



PROJECT HIGHLIGHTS

Chesapeake Energy Main Campus
Engineering & master planning of the Chesapeake Energy main campus

Bricktown Entertainment District/Canal Waterways,
bridges, landscaping, fountain plaza, paths, & more

Rivendell Subdivision
All aspects of civil engineering for this upper end residential project

YEARS OF EXPERIENCE 46 Years in the civil engineering field

EDUCATION BS in Civil Engineering, California State Polytechnic University, 1976

REGISTRATION Professional Engineer: OK, AR, AZ, CO, KS, MD, MI, MO, NM, OH, TN, TX, VA

PROFESSIONAL ORGANIZATIONS

Downtown OKC BID Advisory Board
Urban Land Institute (ULI) Advisory Board
OMCA Board of Directors
Advisory Committee to the Authority of OKC Planning Commission
Advisory Committee to the City of OKC Public Works Department Specification Review / Update
Building Code Review Committee

WORK EXPERIENCE

JOHNSON & ASSOCIATES

President / Principal

March 1988 – Present

Mr. Johnson manages all aspects of Johnson & Associates, a civil engineering, surveying, and planning firm located in Oklahoma City. Johnson & Associates works in all aspects of civil engineering, and specializes in hydraulics & hydrologic studies, master planning, large various planning functions nationwide.

LHE, PA.

President / Owner

June 1986 – March 2009

Mr. Johnson owned and managed LHE, PA., a civil engineering and surveying company in Overland Park, Kansas. LHE, PA. served the Kansas City Metropolitan Area, along with projects throughout Kansas, Missouri, and Arkansas. LHE, PA. performed all types of civil engineering, including design, inspection, planning, and surveying.

SMITH-ROBERTS-JOHNSON & ASSOCIATES

Vice President / Co-Owner

July 1981 – March 1988

Mr. Johnson acted as the principal-in-charge of all production work for this Oklahoma City civil engineering firm. Timothy worked primarily with the private sector, various municipalities, and the State of Oklahoma. Smith-Roberts-Johnson & Associates performed all types of civil engineering design.

THE CITY OF OKLAHOMA CITY

Senior Civil Engineer

July 1976 – July 1981

Mr. Johnson was responsible for the water utility design for the Community Development Department, Engineering Division of the City of Oklahoma City. During Timothy's tenure, the 1981 Pitometer Study was being updated, and all water coordination was done through Mr. Johnson's office.





**MidFirst & Chesapeake
Crosswalks**
*Designed Oklahoma
City's first HAWK &
RRFB crosswalks*

**MAPS 3: I-44 West Trail 2.5
miles of 12' wide multimodal
pathway through developed
North OKC**

Chesapeake Safety Study
*Analyzed crosswalks & ADA
accessibility at Chesapeake
Energy main campus*

**Atoka Pipeline 10.5
miles of 72" water line
design**

**Carlton Landing Land
application and sewage
treatment facility**

Chisholm Creek
*Design of 3 traffic signals
and modification of 2 signals*

EDUCATION BS in Civil Engineering, graduated with distinction from
University of Oklahoma, 2004
Recipient of Bill Gates Millennium Scholarship, 2000-2004

REGISTRATION Professional Engineer – OK, 2009
Professional Traffic Operations Engineer - 2019

PROFESSIONAL ORGANIZATIONS
Oklahoma Traffic Engineering Association
Institute of Transportation Engineers

WORK EXPERIENCE

JOHNSON & ASSOCIATES Staff Engineer

January 2009 – Present

Mr. Morgan serves as a primary design engineer for all aspects of site development in both the commercial and residential sectors, ranging from small, local sites to multimillion-dollar infrastructure improvements. More specifically, he specializes in hydrology, traffic analysis, and public street renovation projects. Serving in the role of primary traffic engineer, Mr. Morgan has completed traffic studies ranging from comprehensive private studies for large corporate campuses to traffic analyses for city intersection improvement projects. Through years of experience, Caleb Morgan has gained intimate knowledge of the Oklahoma City requirements for traffic studies and has established relationships with the planning and traffic staff at the City of Oklahoma City.

Junior Engineer

February 2000 – January 2009

Mr. Morgan assisted in all areas of civil commercial development, including site layout, grading design, utility coordination, and erosion control. He completed work in the area of residential design as well. His projects included golf course design, traffic analysis, and municipal street and utility design. Additionally, work in these roles gave him hands-on experience in surveying, drafting, and design for residential, commercial and municipal projects.





PROJECT HIGHLIGHTS

First National Center *Five-page multi-layer survey*

Producer's Coop *Seven-page ALTA survey produced in under 30 days*

Atoka Water Line *50-mile topographic & section boundary survey*

EDUCATION

AAS in Civil/Surveying Technology, Oklahoma State University–OKC, 2008-2009

AS in Pre-Engineering, Oklahoma City Community College, 2006-2008

REGISTRATION Licensed Professional Land Surveyor – 2012

PROFESSIONAL ORGANIZATIONS Oklahoma Society of Land Surveyors

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Principal Licensed Professional Land Surveyor

January 2018 – Present

As a Principal at Johnson & Associates, Mr. Johnson aids in business management, as well as manages the survey department office personnel and field crews. His duties include utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits. Additionally, Mr. Johnson reviews title commitments and performs research in various counties across Oklahoma. Matthew regularly communicates with clients, title companies, and attorneys to ensure that the surveys and information produced were accurate and met all requirements.

Licensed Professional Land Surveyor

January 2013 – December 2017

In this role, Mr. Johnson performed all the duties of his current position, with the exception of his current business management duties. During this time, Matthew was instrumental in the development of using aerial unmanned aircraft to produce and analyze survey data from the air.

Land Survey Technician

June 2008 – December 2012

Working from J&A Headquarters under the direct supervision of a professional land surveyor, Mr. Johnson was responsible for operating CAD and other surveying software. His duties included analyzing field data, aiding in creating and resolving property boundaries, writing legal descriptions, reviewing title commitments, and creating ALTA/ACSM land title, boundary, elevation, and topographic surveys, as well as various types of exhibits. Additionally, Mr. Johnson's duties included researching jobs in various counties across Oklahoma.

Land Survey Crew Member

June 2005 – May 2008

Mr. Johnson was part of a field crew responsible for operating various types of land surveying equipment. Matthew's duties included recording notes and data utilized to create ALTA/ACSM land title, boundary, and topographic surveys.

**PROJECT HIGHLIGHTS****FIRST NATIONAL CENTER****MAPS 3 OKC STREETCAR****CHESAPEAKE CAMPUS****WORK EXPERIENCE****JOHNSON & ASSOCIATES****Survey Coordinator**

2011 – Present

As survey coordinator, James is responsible for scheduling all field crews, reviewing architectural, civil and structural plans by internal projects as well as those submitted by outside contractors, and prepare plans for field crews.

Survey Tech

2008 – 2011

James was responsible for supporting land surveyors through Auto CAD; assisting on land survey exhibits, legal descriptions, topographic surveys, and ALTA surveys. He also assisted with civil plan reviews and construction calculations, property research, and prepped field work for survey crews.

Instrument Man

2007 – 2008

James began his role at the company preparing field equipment for field survey-related tasks. His skills and abilities and dedication to the job quickly earned him recognition and promotion within the team.





PROJECT HIGHLIGHTS

Bricktown Entertainment
District Canal
Waterways, bridges,
landscaping, paths, fountain
plaza and more

Dell OKC Campus
Office complex that required
detailed compaction

The City of Yukon
City Planning Consultant to
the City of Yukon

EDUCATION

BS in Management, Oklahoma City University, 2000
AAS in Civil Construction Technology, Oklahoma State University–Okmulgee, 1994

REGISTRATION American Construction Inspectors Association
Division I Engineering

PROFESSIONAL ORGANIZATIONS

American Construction Inspector's Association
American Concrete Institute
American Concrete Institute Oklahoma Chapter, Two Time Past-President
Member of the International Code Council
OSU-OKC Program Advisory Committee
Occupational Safety and Health Administration, 10-Hour Construction Safety & Health Certified

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Registered Construction Inspector
June 1998 – Present

Mr. Meltabarger is responsible for overseeing general contractors and plans, coordinating schedules, and providing construction-monitoring services. In this role, Tim Meltabarger has had the honor to provide full-time inspection of construction at the MAPS North Canal Project from 1998 to 2000, as well as perform site representation and contract administration for Project 180, MAPS 3 Oklahoma River Improvements, Bass Pro Shop, and the Dell OKC Headquarters, amongst numerous other projects.

OKLAHOMA STATE UNIVERSITY - OKC

Adjunct Professor
January 2004 – 2018

Mr. Meltabarger served as an adjunct professor in the subject of Construction Technology at OSU–OKC. His expertise lie in the Division of Science, Technology, Engineering, and Math.

TERRACON CONSULTANTS, INC.

Project Manager
February 1995 - June 1998

Mr. Meltabarger's responsibilities included scheduling technicians for construction testing services, performing construction materials testing, and providing construction-monitoring services. In this role, Timothy Meltabarger had the privilege to be responsible for conducting full-time drilled pier inspections and materials testing at the Oklahoma City Bricktown Ballpark from October 1996 to March 1998.

**PROJECT HIGHLIGHTS**

OKANA Resort & Indoor

Waterpark

Scissortail Park

Project 180

EDUCATION

Putnam City High School, graduated 1991

WORK EXPERIENCE**JOHNSON & ASSOCIATES**

CAD Manager

May 2013 – Present

Mr. Gettings is responsible for overseeing the Drafting Department at J&A. He leads a team of five drafters. He uses CAD to design for various private and public commercial, industrial, and residential projects.

JOHNSON & ASSOCIATES

Drafter

December 2006– May 2013

Mr. Gettings was responsible for assisting in drafting with CAD for projects at J&A.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2023

PRODUCER
Alexandria Newton
2222 Westpark Dr., Ste A
Norman, OK 73069
(405)573-9837

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Johnson and Associates, LLC
1 East Sheridan Avenue, Suite 200
Oklahoma City, OK 73104

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American National Insurance
INSURER B: Liberty Mutual
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS									
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3501X0003	09/02/2023	09/02/2024	EACH OCCURRENCE	\$ 1,000,000								
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000								
							MED EXP (Any one person)	\$ 5,000								
							PERSONAL & ADV INJURY	\$ 1,000,000								
							GENERAL AGGREGATE	\$ 2,000,000								
							PRODUCTS - COMP/OP AGG	\$ 1,000,000								
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3501C0001	09/02/2023	09/02/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000								
							BODILY INJURY (Per person)	\$								
							BODILY INJURY (Per accident)	\$								
							PROPERTY DAMAGE (Per accident)	\$								
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$								
							OTHER THAN AUTO ONLY: EA ACC	\$								
							AGG	\$								
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	3501E0090	10/17/2023	10/17/2024	EACH OCCURRENCE	\$ 9,000,000								
							AGGREGATE	\$ 9,000,000								
								\$								
								\$								
								\$								
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XWS58042240	06/01/2023	06/01/2024	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
WC STATUTORY LIMITS	OTHER															
E.L. EACH ACCIDENT	\$ 1,000,000															
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000															
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000															
			OTHER													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Alexandria Newton

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



PUBLIC DISCUSSION

